

1.a.
CITY OF SELMA
COUNCIL SPECIAL MEETING
June 7, 2021

VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 875 4864 9182 PASSCODE: 93662 TO PROVIDE COMMENTS ON AGENDA ITEMS.

The special meeting of the Selma City Council was called to order at 5:00 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Legal Counsel Lerner, Legal Counsel Sanchez, Acting City Manager Moreno, 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.

CLOSED SESSION: Mayor Robertson recessed the meeting into Closed Session at 5:01 p.m. to discuss the following:

CONFERENCE WITH LABOR NEGOTIATOR: Government Code Section 54957.6
Agency Negotiator: Isaac Moreno, Acting City Manager
Employee Organization: Selma Police Officers Association, Police Mid-Management, Fire Mid Management & Selma Firefighter's Association (IAFF Local 3716)

PUBLIC EMPLOYEE DISMISSAL / RELEASE: Pursuant to Government Code § 54957 (b) (1).

PUBLIC EMPLOYEE APPOINTMENT: Government Code § 54957. Title: City Manager.

Mayor Robertson reconvened the meeting from closed session at 5:57 p.m. Legal Counsel Lerner reported out two reportable actions. The first reportable action was a 3-2 vote on a motion made by Council member Trujillo to enter into contract negotiations with Mr. Ralph Jimenez for an amount not to exceed \$16,500 for Interim City Manager services. Motion was seconded by Council member Mendoza-Navarro. Motion carried with the following vote:

AYES:	Trujillo, Mendoza-Navarro, Cho
NOES:	Guerra, Robertson
ABSTAIN:	None
ABSENT:	None

The second reportable action was a 3-2 vote on a motion made by Council member Mendoza-Navarro to accept the separation agreement with former City Manager Gallavan for an amount of \$156, 287.38. Motion was seconded by Council member Trujillo and carried with the following vote:

AYES: Trujillo, Mendoza-Navarro, Cho
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:58 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
June 7, 2021**

VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 875 4864 9182 PASSCODE 93662 TO PROVIDE COMMENTS ON AGENDA ITEMS.

The regular meeting of the Selma City Council was called to order at 6:07 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were City Counsel Lerner, Acting City Manager Moreno, Community Development Director Santillan, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Gomez, Public Works Director Ferrell, 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 Joe Alvarez of Iglesia Antioquia led the invocation.

LGBT PRIDE MONTH PROCLAMATION: After Council discussion, motion was made by Council Member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to pull the Proclamation. Motion carried with the following vote:

AYES:	Mendoza-Navarro, Trujillo, Cho
NOES:	Guerra, Robertson
ABSTAIN:	None
ABSENT:	None

ORAL COMMUNICATIONS: Public comments were received from Pastor Joe Alvarez, Pastor Kealoha Kaolelopono, Ms. Marisol Vasquez, Mrs. Leslie Nelson, Ms. Brandi Garcia, Ms. Delfina Vasquez, Ms. Esmeralda Scroggins, Pastor Marty Kaolelopono, Pastor Louis Quintana, Ms. Vera Suarez, Ms. Rene Gomez, Mrs. Beverly Barron Mrs. Victoria Delgadillo, Mrs. Mona Lynch Kaolelopono, Ms. Melissa No Last Name Given, Ms. Emily Prentice, Ms. Sherry Escamilla, Mr. Humberto Gomez, Jr., Mr. Lance Nelson, Mr. Joey Cavazos, Mr. Adam Risenhoover, Mr. Cameron Wells and Mr. Jeremy Kelly.

RECESS: at 7:29 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 7:35 p.m.

CRISCOM COMPANY PRESENTATION: Mr. Jason Siegen with the Criscom Company provided updates on recent legislative policies and funding. Mr. Siegen discussed the top five budget items received from City Staff which are: \$3.8 million for Selma Sewer Infrastructure, \$3.5 million Dinuba Sewer main, \$4.5 million for the new Selma Fire Station, \$2.5 million for the Valley View storm water basin and \$901,975.00 for the Rockwell Pond development.

CONSENT CALENDAR: Mayor Robertson requested to pull agenda item 1.e. and Council member Guerra requested to pull item 1.h. for separate discussion. Motion was then made by Council member Trujillo to approve the remainder of the Consent calendar as written. Motion was seconded by Council member Mendoza-Navarro and carried unanimously.

- a. Approved **Consideration of the March 15, 2021, Council meeting minutes**
- b. Approved **Consideration of the March 19, 2021, Council meeting minutes**
- c. Approved **Consideration of the March 31, 2021, Council meeting minutes**
- d. 2021-23R **Consideration of a Resolution approving issuance of a special event permit and request for a fee waiver for the Hope Fest Community Resource Fair event**
- e. Pulled **Authorization of submission of claim for Transportation Development Act Funds for 2021-22 fiscal year, to coincide with the Fresno Council of Governments Policy Board's approval of Transportation Development Act (TDA) funds apportionment and TDA claims process**
- f. Approved **Consideration of the Purchase of a Propane-fed Vehicle Fire Prop.**
- g. Approved **Consideration of Replacing Fiber Connection from City Hall to Fire Station 2**
- h. Pulled **Consideration of the check register dated April 28, 2021**

CONSENT CALENDAR AGENDA ITEMS 1.e. AUTHORIZATION OF SUBMISSION OF CLAIM FOR TRANSPORTATION DEVELOPMENT ACT FUNDS FOR 2021-22 FISCAL YEAR, TO COINCIDE WITH THE FRESNO COUNCIL OF GOVERNMENTS POLICY BOARD'S APPROVAL OF TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS APPORTIONMENT AND TDA CLAIMS PROCESS and 1.h. CONSIDERATION OF THE CHECK REGISTER DATED APRIL 28, 2021: Public comment was received from Mrs. Victoria Delgadillo. After discussion, motion was made by Council member Guerra to approve item 1.e AUTHORIZATION OF SUBMISSION OF CLAIM FOR TRANSPORTATION DEVELOPMENT ACT FUNDS FOR 2021-22 FISCAL YEAR, TO COINCIDE WITH THE FRESNO COUNCIL OF GOVERNMENTS POLIC BOARD'S APPROVAL OF TRASNSPORTATION DEVELOPMENT ACT (TDA) FUND APPORTIONMENT AND TDA CLAIMS PROCESS and 1.h. CHECK REGISTER DATED APRIL 28, 2021. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

- 2. Discussion Only Discussion and direction of City Manager Appointment

Acting City Manager Moreno reported on the matter and discussed option for Council. After much discussion, no further action was taken as this item was for discussion and direction only and no action was taken.

3. Information Only Council request for waiver of attorney-client privilege and preparation of a summary memorandum related to the 5-26-21 city attorney opinion on city defense of council member in election lawsuit.

Council member Mendoza-Navarro stated that she requested this item on the agenda and discussed the matter. On a 3-2 consensus, City Counsel Lerner read for the record the Summary of the Attorney-Client Legal Opinion of whether Council members are employees of the City.

“Dear Mayor Robertson and Council Members,

We were asked by a Council Member to give an opinion on whether Council Members are considered employees of the City. Below is the analysis and discussion regarding same and set forth in the context of the election challenge.

Background

On November 3, 2020, the City of Selma held its general election in which Council member Blanca Mendoza-Navarro (then challenger) ran against then Council member Jim Avalos for the District No. 1 seat on the City Council. On November 27, 2020, the Fresno County Registrar of Voters, who conducts the election on behalf of the City, certified the results of the election declaring Council member Mendoza-Navarro the victor. The City Council certified the results of the election via resolution on December 7, 2020. Former Council Member Avalos, who was still sitting on the Council at the time, abstained from this vote. Shortly thereafter, former Council Member Avalos filed an election challenge, naming both Council member Mendoza-Navarro and the Fresno County Registrar as defendants. On February 1, 2021, the City Council approved the City’s defense of Council Member Mendoza-Navarro in the election challenge. Council Member Mendoza-Navarro participated in this matter and voted in favor of her defense. Mr. Avalos’ election challenge has since been resolved in favor of Council Member Mendoza Navarro, but the City’s defense of Council member Mendoza-Navarro and her participation in the vote on the matter, has now raised several issues.

It is our understanding that the Fair Political Practices Commission (FPPC) has provided an opinion confirming their position that Council Member Mendoza-Navarro did not have a conflict of interest under state law with the first complaint and that there is now a second inquiry/complaint regarding conflict issues pending with the FPPC. (However, we have not received nor reviewed a copy of that complaint.)

Issues

- 1. Are City Council Members employees for purposes of Government Code section 995 such that the City has an obligation to defend them in matters arising out in the scope of their employment or office?*
- 2. Was it lawful for the City to defend Council Member Mendoza-Navarro in the election challenge?*
- 3. Did Council Member Mendoza-Navarro have an unlawful conflict of interest in the matter of the City’s defense of her in the election challenge?*

Summary Responses

- 1. Council Members are considered “employees” under the Tort Claims Act. Therefore, the City has an obligation to defend them in any civil action or proceeding against them that results from an act or omission in the scope of their “employment” or office.*

2. The City had an obligation to defend Council Member Mendoza-Navarro in the election challenge under Government Code section 995 as the claim appears to have been within the scope of her employment or office and was based solely on her election to office. Alternatively, City was authorized to defend Council member Mendoza-Navarro in the election challenge pursuant to Government Code section 36812.5.

3. Finally, it appears that Council Member Mendoza-Navarro did not have an unlawful conflict of interest in the matter of her defense in the election challenge because any foreseeable effect on her personal finances or liabilities was related to her compensation or the terms and conditions of her office.

Conclusion

While the City's actions were lawful in this matter (again under the facts as noted above), the Council Member always has the option to recuse themselves from matters of their own defense, to avoid similar concerns in the future. We hope this information is useful for the City Council.

Please do not hesitate to contact us with any further questions on this matter."

At this point in the meeting, public comments were received from Mrs. Victoria Delgadillo and Mr. Jim Avalos. There being no further public comments, this item was for informational purposes only.

DEPARTMENT REPORTS: Acting City Manager Moreno thanked everyone for attending the graduation ceremony for the Central Valley Training Center and reported that the user fee study will be ready to adopt in July.

Community Development Director Santillan reported on beginning the Downtown Bid project and provided zoning ordinance updates. He also stated that they are looking into a future joint Planning Commission meeting and City Staff is looking into working on a job fair.

Public Works Director Ferrell thanked Code Enforcement Officer Mendez for his assistance on a recent clean up and provided an update on the Veteran's Plaza Project.

Fire Chief Petersen thanked the Selma Healthcare District on their donation which allowed replacement of their outdated heart monitor. He also reported that a task force is being put together to enforce the new zero tolerance fireworks ordinance.

Police Chief Gomez reported that the Boys & Girls Club will be having an upcoming event on June 10, 2021.

Community Services Director Kirchner reported on the July 3rd event and discussed the June 26, 2021 dedication event at Veterans Plaza. He also reported that swim lessons and recreational swim will be commencing soon.

COUNCIL REPORTS: Council member Mendoza-Navarro discussed the recent election and lawsuit. Council member Mendoza-Navarro also reported on meeting with Kaiser and the leadership group at St. Joseph's Catholic Church. She also reported on attending the graduation at the Central Valley Training Center. On a personal note she wished a Happy Anniversary to her husband.

Council member Trujillo reported on attending the graduation ceremony at the Central Valley Training Center. He thanked Fire Chief Petersen for being proactive on the firework ordinance and reported that Max's Brunch House will be reopening. Council member Trujillo also reported beehives and requested City Staff to look into it.

Council member Guerra reported on attending the Downtown B.I.D. meeting and thanked Community Development Director Santillan on coordinating it. On a personal note she reported on attending her daughter's 8th grade promotion ceremony. She also thanked City Staff for the cleanliness of the streets.

Mayor Pro Tem Cho reported on attending the recent Council of Governments meeting. She also reported on meeting with Kaiser and attending the graduation at the Central Valley Training Center.

Mayor Robertson thanked Mayor Pro Tem Cho, Code Enforcement Officer Mendez, Community Development Director Santillan and Public Works Director Ferrell. Mayor Robertson reported on attending the funeral services for Israel Trevino and the Downtown BID open house and the first Downtown BID meeting. He reported that Board of Supervisor Mendez's office would like to schedule a meeting on June 9th or on June 15th.

ORAL COMMUNICATIONS: Public comments were received from Mrs. Victoria Delgadillo, Mr. Jim Avalos, Mrs. Yolanda Torrez and Ms. Theresa Salas.

ADJOURNMENT: There being no further business, the meeting was adjourned at 9:08 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

1.b.
CITY OF SELMA
COUNCIL SPECIAL MEETING
June 21, 2021

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 825 5548 2048 PASSCODE: 1710 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL

The special meeting of the Selma City Council was called to order at 5:30 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Legal Counsel Lerner, Acting City Manager Moreno, 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.

ORAL COMMUNICATION: Public comment was received from Mrs. Victoria Delgadillo.

CLOSED SESSION: Mayor Robertson recessed the meeting into Closed Session at 5:39 p.m. to discuss the following:

CONFERENCE WITH LABOR NEGOTIATOR: Government Code Section 54957.6
Agency Negotiator: Isaac Moreno, Acting City Manager
Employee Organization: Selma Police Officers Association, Police Mid-Management, Fire Mid Management & Selma Firefighter's Association (IAFF Local 3716)

Mayor Robertson reconvened the meeting from closed session at 6:14 p.m., with nothing to report.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:15 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
June 21, 2021**

ALSO PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 825 5548 2048 PASSCODE: 1710 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL

The regular meeting of the Selma City Council was called to order at 6:20 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Legal Counsel Lerner, Acting City Manager Moreno, Community Development Director Santillan, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Gomez, Public Works Director Ferrell, 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 Franco Atkinson of First Southern Baptist led the invocation.

LGBT PRIDE MONTH PROCLAMATION: Prior to Council discussion motion was made by Council Member Mendoza-Navarro to table the Proclamation. The motion was seconded by Council member Trujillo. Public comments were received from Mrs. Leslie Nelson, Pastor Marty Kaolelopono, Mr. Nelson, Pastor Kealoha Kaolelopono, Ms. Jennifer Earle, Ms. Sonia Vargas, Mr. Dustin Nelson, Mrs. Nelson, Ms. Melissa No Last Name Given, Pastor Franco Atkinson and Ms. Lori Perez. After Council discussion motion failed with the following vote:

AYES:	Mendoza-Navarro, Trujillo
NOES:	Guerra, Cho, Robertson
ABSTAIN:	None
ABSENT:	None

ORAL COMMUNICATIONS: Public comment was received by Pastor Marty Kaolelopono.

FRESNO COUNTY HOMELESSNESS PRESENTATION: Ms. Laura Moreno and Ms. Sonia De La Rosa with Fresno County provided Council with history, programs and updates on homelessness within Fresno County.

LGBT PRIDE MONTH PROCLAMATION: Mayor Robertson read the LGBT Pride Proclamation and proclaimed June 2021 as Pride Month.

RECESS: At 7:29 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 7:35 p.m.

CONSENT CALENDAR: Council member Guerra requested to pull items 1.f. and 1.k. Mayor Robertson requested to pull agenda item 1.g. and Mayor Pro Tem Cho requested to pull item 1.j. for separate discussion. Motion was then made by Council member Trujillo to approve the remainder of the Consent calendar as written. Motion was seconded by Council member Guerra and carried unanimously.

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| a. | <u>Approved</u> | Consideration of the April 5, 2021, Council meeting minutes |
| b. | <u>Approved</u> | Consideration of the April 19, 2021, Council meeting minutes |
| c. | <u>Approved</u> | Consideration of the May 3, 2021, Council meeting minutes |
| d. | <u>Approved</u> | Consideration of the May 13, 2021, Council meeting minutes |
| e. | <u>Approved</u> | Consideration of the Notice of Completion, Nebraska Avenue Project |
| f. | <u>Pulled</u> | Consideration of the Notice of Completion, Selma Police Building Project |
| g. | <u>Pulled</u> | Consideration for a Resolution Approving the Project list for Senate Bill 1 (SB 1) Funding for FY 2021/2022 |
| h. | <u>2021-25R</u> | Consideration of Resolution Declaring Surplus and Sale, Donation or Disposal of City Property |
| i. | <u>Approved</u> | Consideration of Agreement with QK, Inc. for CEQA/ environmental review related to Rockwell Pond Park project |
| j. | <u>Pulled</u> | Consideration of an Agreement with Cooperative Personnel Services dba CPS HR Consulting to provide test services for recruitment purposes |
| k. | <u>Pulled</u> | Consideration of the check register dated June 15, 2021 |

CONSENT CALENDAR AGENDA ITEMS 1.f. CONSIDERATION OF THE NOTICE OF COMPLETION, SELMA POLICE BUILDING PROJECT and 1.g. CONSIDERATION FOR A RESOLUTION APPROVING THE PROJECT LIST FOR SENATE BILL 1 (SB 1) FUNDING FOR FY 2021/2022 RESOLUTION and 1.j. CONSIDERATION OF AN AGREEMENT WITH COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING TO PROVIDE TEST SERVICES FOR RECRUITMENT PURPOSES and 1.k. CONSIDERATION OF THE CHECK REGISTER DATED JUNE 15, 2021: After discussion, motion was made by Council member Guerra to approve item 1.f. NOTICE OF COMPLETION, SELMA POLICE BUILDING PROJECT; 1.g. RESOLUTION NO. 2021-24R A RESOLUTION APPROVING THE PROJECT LIST FOR SENATE BILL 1 (SB 1) FUNDING FOR FY 2021/2022; 1.j. AGREEMENT WITH COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING TO PROVIDE TEST SERVICES FOR RECRUITMENT PURPOSES; and 1.k. CHECK REGISTER DATED JUNE 15, 2021, motion was seconded by Council member Mendoza-Navarro and carried unanimously.

2. Approved Consideration of Interim City Manager Employment Agreement with Ralph S. Jimenez

Acting City Manager Moreno reported on the matter and stated that if approved Mr. Jimenez will begin June 22, 2021. Legal Counsel Lerner provided the terms of the employment agreement and advised that the compensation would be \$16,500 monthly. Public comment was received by Mr. Ralph Jimenez, Mr. Jim Avalos, and Ms. Lori Perez. After Council discussion motion was made by Council member Mendoza-Navarro to appoint and enter into an agreement with Ralph S. Jimenez as Interim City Manager. The motion was seconded by Council member Trujillo and carried with the following vote:

AYES: Mendoza-Navarro, Cho, Trujillo
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

3. Tabled Consideration and Selection Recruitment Services for City Manager Position

Acting City Manager Moreno reported to Council the update for recruitment. Council member Mendoza-Navarro made a motion to table the item to allow the newly appointed Interim City Manager to review the matter. The motion was seconded by Mayor Pro Tem Cho and carried with the following vote:

AYES: Mendoza-Navarro, Cho, Trujillo
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

4. Approved Consideration of appointments to various City Commissions

City Clerk Rivera reported on the applications received for various Commissions, provided the list of commission vacancies and attendance reports for those incumbents wishing to seek reappointment.

It was the consensus of Council to vote on the reappointments of the incumbent commissioners and the new applicants on the Planning Commission, Recreation and Community Services Commission, Personnel Commission, Pioneer Village Commission, and the Measure S Oversight Committee.

Mayor Robertson requested a roll call vote to place Mr. Greg Garcia on the Planning Commission for a term of four years. The appointment did not carry with the following vote:

AYES: Guerra, Robertson
NOES: Mendoza-Navarro, Trujillo, Cho
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mr. Glenn Niswander on the Planning Commission for a term of four years. The appointment carried with the following vote:

AYES: Mendoza-Navarro, Trujillo, Cho
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Ms. Theresa Salas on the Planning Commission for a term of four years. The appointment carried with the following vote:

AYES: Guerra, Mendoza-Navarro, Trujillo, Cho
NOES: Robertson
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mr. Santiago Ocegüera on the Recreation and Community Services Commission for a term of two years. The appointment carried with a unanimous vote.

Mayor Robertson requested a roll call vote to place Mr. Diego Haro on the Recreation and Community Services Commission for a term of two years. The appointment carried with a unanimous vote.

Mayor Robertson requested a roll call vote to place Mrs. Yolanda Torres on the Recreation and Community Services Commission for a term of two years. The appointment did not carry with the following vote:

AYES: Guerra, Robertson
NOES: Mendoza-Navarro, Trujillo, Cho
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mr. Danny Serimian on the Personnel Commission for a term of four years. The appointment carried with the following vote:

AYES: Mendoza-Navarro, Trujillo, Cho
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Ms. Paula Rogers on the Personnel Commission for a term of four years. The appointment did not carry with the following vote:

AYES: Guerra, Robertson
NOES: Mendoza-Navarro, Trujillo, Cho
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mr. Glenn Niswander on the Personnel Commission for a term of four years. The appointment carried with the following vote:

AYES: Mendoza-Navarro, Trujillo, Cho
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mr. Marvin Forbes on the Personnel Commission for a term of four years. The appointment did not carry with the following vote:

AYES: Guerra, Robertson
NOES: Mendoza-Navarro, Trujillo, Cho
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Ms. Theresa Salas on the Personnel Commission for a term of four years. The appointment carried with the following vote:

AYES: Mendoza-Navarro, Trujillo, Cho
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mrs. Char Tucker on the Pioneer Village Commission for a term of two years. The appointment carried with the following vote:

AYES: Mendoza-Navarro, Trujillo, Cho
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mrs. Victoria Delgadillo on the Pioneer Village Commission for a term of two years. The appointment did not carry with the following vote:

AYES: Guerra, Robertson
NOES: Mendoza-Navarro, Trujillo, Cho
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mrs. Char Tucker on the Measure “S” Oversight Committee for a term of three years. Roll call vote was as follows:

AYES: Mendoza-Navarro, Trujillo, Cho
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mr. Brandon Shoemaker on the Measure “S” Oversight Committee for a term of three years. The appointment carried with a unanimous vote.

Mayor Robertson requested a roll call vote to place Mrs. Yolanda Torres on the Measure “S” Oversight Committee for a term of three years. The appointment did not carry with the following vote:

AYES: Guerra, Robertson
NOES: Mendoza-Navarro, Trujillo, Cho
ABSTAIN: None
ABSENT: None

Mayor Robertson requested a roll call vote to place Mr. Louis Franco on the Measure “S” Oversight Committee for a term of three years. The appointment carried with the following vote:

AYES: Mendoza-Navarro, Trujillo, Cho
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

5. 2021-1 Consideration of first reading, introduction, and public hearing on an Ordinance of the City Council of the City of Selma amending Title VI, Section 20 of the Selma Municipal Code granting authority to the Community Services Director to approve the possession and consumption of alcoholic beverages on the grounds of the Pioneer Village, or any structure therein- Public Hearing

Community Development Director Santillan and Community Services Director Kirchner reported to Council on the matter.

Mayor Robertson opened the public hearing for public comment at 8:37 p.m. There being no public comments, Mayor Robertson closed the public hearing at 8:38 p.m.

After Council discussion motion was made by Council member Guerra to introduce the first reading of an ORDINANCE NO. 2021-1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AMENDING TITLE VI, SECTION 20 OF THE SELMA MUNICIPAL CODE GRANTING AUTHORITY TO THE COMMUNITY SERVICES DIRECTOR TO APPROVE THE POSSESSION AND CONSUMPTION OF ALCHOLIC BEVERAGES ON THE GROUNDS OF THE PIONEER VILLAGE, OR ANY STRUCTURE THEREIN. The motion was seconded by Council member Trujillo and carried unanimously.

6. 2021-2 Consideration of the approval of Application No. 2021-0002, which consists of, an annexation, pre-zone, Vesting Tentative Subdivision Map (Tract 6244), and accompanied Notice of Exemption, which would annex 94.53-acres into the City limits, and allow for the creation of 270 residential lots and two parks-Public Hearing

Community Development Director Santillan reported to Council on the matter. Contract Planner Perea provided a power point presentation on the application and plans for development. Mr. Josh Rogers, Mr. Arakel Arisian, and Mr. Jeff Callaway representing Lennar Homes further discussed the development for Council.

Mayor Robertson opened the hearing for public comment at 9:20 p.m. Public comments were received from Ms. Theresa Salas, Ms. Kelly Jones, Ms. Kathy Alatorre, Mr. Jim Avalos, Mrs. Victoria Delgadillo, Ms. Jennifer Guerra, Mr. Mike Jones, and Mr. Dennis Hall. With no further comments, Mayor Robertson closed the public hearing at 9:48 p.m.

After Council discussion, motion was made by Council member Trujillo to approve APPLICATION No. 2021-0002, which consists of, an ANNEXATION, PRE-ZONE, VESTING TENTATIVE SUBDIVISION MAP (TRACT 6244), and ACCOMPANIED NOTICE OF EXEMPTION, WHICH WOULD ANNEX 94.53 ACRES INTO THE CITY LIMITS, AND ALLOW FOR THE CREATION OF 270 REISIDENTIAL LOTS AND TWO PARKS. Motion was seconded by Council member Mendoza-Navarro and carried unanimously.

7. 2021-3 Consideration of an Urgency Ordinance repealing Title VII Chapter 3 and adopting a new Title VII Chapter 3 to the Selma City Code relating to fireworks – Public Hearing

Fire Chief Petersen reported to Council on the matter. Mayor Robertson opened the hearing for comments. Public comments were received by Ms. Jennifer Guerra, Ms. Lori Perez and Mrs. Victoria Delgadillo. There being no further comments, Mayor Robertson closed the public hearing.

After Council discussion, motion was made by Council member Trujillo to approve URGENCY ORDINANCE 2021-3 AN URGENCY ORDINANCE REPEALING TITLE VII CHAPTER 3 AND ADOPTING A NEW TITLE VII CHAPTER 3 TO THE SELMA CITY CODE RELATING TO FIREWORKS. Motion was seconded by Council member Guerra and carried unanimously.

DEPARTMENT REPORTS: Acting City Manager Moreno reported on an upcoming Caltrans project and stated that at the next Council meeting he will provide the Financial Quarter Report and Budget.

Community Development Director Santillan provided updates on a grocery store, Ross store and the recent Selma BID meeting.

Public Works Director Ferrell reported on recent repairs and clean ups throughout the city and provided updates on Brentlinger Park and the Veteran's Plaza.

Police Chief Gomez reported on the upcoming firework task force, and provided updates on an upcoming abandoned vehicle detail and the hiring of additional personnel.

Community Services Director Kirchner reported on the upcoming Veteran's Plaza event, the Firework Show on July 3, 2021, and the re-opening of the Senior Center. He also provided updates on park and shelter rentals as well as swim lessons and the vaccine clinic.

COUNCIL REPORTS: Council member Mendoza-Navarro welcomed the newly appointed Interim City Manager and welcomed everyone back to the Council Chambers. She thanked City staff and reported on a meeting with Mr. Dwight Nelson. On a personal note, she wished her daughter a happy birthday.

Council member Trujillo thanked City staff and Chief Petersen for the new Firework Ordinance. He also reported that Max's Brunch House will be reopening soon.

Council member Guerra reported on attending the Selma BID meeting, the round table meeting with Supervisor Buddy Mendez, Fresno County representatives and Mrs. Victoria Delgadillo to discuss homelessness issues. She also attended a meeting with Selma Kingsburg Fowler County Sanitation District (SKF).

Mayor Pro Tem Cho thanked City staff and reported on the recent street work.

Mayor Robertson reported on attending a meeting with Fresno County Rural Transit Authority (FCRTA) and the Selma BID meeting. He reported on the upcoming 8th annual Tejano Concert which will be held on October 16, 2021 and he invited the public to attend the Veteran's Plaza ceremony on June 26, 2021 at 10:00 a.m. Mayor Robertson then thanked Public Works Director Ferrell and Community Services Director Kirchner for their hard work on the Veteran's Plaza.

ORAL COMMUNICATIONS: Public comments were received from Mrs. Yolanda Torres and Mrs. Victoria Delgadillo.

ADJOURNMENT: There being no further business, the meeting was adjourned at 10:44 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

1.c.
CITY OF SELMA
COUNCIL REGULAR MEETING
July 6, 2021

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 893 9364 5270 PASSCODE: 2021 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho and Mayor Robertson.

Also present were Legal Counsel Lerner, Interim City Manager Jimenez, Assistant City Manager Moreno, Community Development Director Santillan, Fire Chief Petersen, Police Chief Gomez, Public Works Director Ferrell, 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 Joe Alvarez of Iglesia Antioquia led the invocation.

ORAL COMMUNICATIONS: Public comments were received from Selma Little League Board Member Jackie Garcia and Mr. Robert Cortez.

SPECIAL PRESENTATIONS: Mr. Sergio Coronel and Mr. Steven Henley with the California Justice Leaders Program provided a power point presentation on the youth program. Public comment was received from Ms. Victoria Delgadillo.

CONSENT CALENDAR: Council member Guerra requested to pull agenda item 1.b. and Mayor Robertson requested to pull item 1.c. for separate discussion. Council member Trujillo motioned to approve the remainder of the Consent Calendar as written. Motion was seconded by Mayor Pro Tem Cho. Motion carried unanimously.

- | | |
|--------------------|--|
| 1.a. <u>2021-1</u> | Consideration of a second reading and adoption of an Ordinance amending Title VI, Section 20 of the Selma Municipal Code granting authority to the Community Services Director to approve the possession and consumption of alcoholic beverages on the grounds of Pioneer Village, or any structure therein |
| b. <u>Pulled</u> | Consideration of Submittal No. 2021-0002 (Amberwood Specific Plan Phase 1), Second Reading and Adoption of an Ordinance Amending Zone Map |
| c. <u>Pulled</u> | Consideration of check register dated June 15, 2021 |

CONSENT CALENDAR AGENDA ITEMS 1.b. CONSIDERATION OF SUBMITTAL NO. 2021-0002 (AMBERWOOD SPECIFIC PLAN PHASE 1), SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING ZONE MAP and ITEM 1.c. CONSIDERATION OF CHECK REGISTER DATED JUNE 15, 2021: After discussion of agenda items 1.b. and 1.c., motion was made by Council member Guerra to approve item 1.b. A SECOND READING AND ADOPTION OF ORDINANCE NO. 2021-2, SUBMITTAL NO. 2021-0002 (AMBERWOOD SPECIFIC PLAN PHASE 1), SECOND READING AND ADOPTION OF AN ORDINANCE_AMENDING ZONE MAP and 1.c. CHECK REGISTER DATED JUNE 15, 2021. Motion was seconded by Council member Mendoza-Navarro and carried unanimously.

2. Approved Consideration and Selection of Recruitment Services for City Manager Position.

Interim City Manager Jimenez reported on the matter and recommended that Council allow him to negotiate an agreement for the executive recruitment for the City Manager Position.

Public comment was received from Mrs. Victoria Delgadillo.

After Council discussion, motion was made by Mayor Pro Tem Cho and seconded by Council member Trujillo to AUTHORIZE INTERIM CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR RECRUITMENT SERVICES OF THE CITY MANAGER POSITION. Motion carried unanimously.

3. 2021-28R Consideration of the City of Selma Fiscal Year 2021-2022 Budget –Public Hearing

Interim City Manager Jimenez and Assistant City Manager Moreno reported on the matter. Mayor Robertson opened the public hearing at 7:28 p.m. Public comment was received from Mr. Jim Avalos and Mrs. Victoria Delgadillo. With no further comments, Mayor Robertson closed the public hearing at 7:36 p.m. After Council discussion, motion was made by Council member Trujillo and seconded by Council Member Guerra to approve RESOLUTION No. 2021-28R, ADOPTING THE CITY OF SELMA FISCAL YEAR 2021-2022 BUDGET. Motion carried unanimously.

DEPARTMENT REPORTS: Interim City Manager Jimenez reported on meeting with City staff and signing a letter of support for the Fresno County Rural Transit Agency.

Legal Counsel Lerner reported on signing up for the League Conference. She also reported that she would be donating to the Selma Little League for their tournament.

Community Development Director Santillan reported on the upcoming zoning ordinance workshop via Zoom.

Assistant City Manager Moreno provided a power point presentation that went over the third quarter financial report.

Fire Chief Petersen provided an update on the Fourth of July firework taskforce.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on attending a conference and thanked the Code Enforcement for their work on the firework taskforce and City staff for their hard work on the budget.

Council member Trujillo thanked City Staff for their hard work.

Council member Guerra reported on attending the Veteran's Plaza ceremony, the Selma BID meeting and the July 3rd firework event. She thanked Commander Eliseo Zuniga, Public Works Director Ferrell, and the Public Works Department for their hard work on the Veteran's Plaza. Council member Guerra also thanked Fire Chief Petersen and everyone who helped with the firework taskforce.

Mayor Pro Tem Cho welcomed Interim City Manager Jimenez. She reported on attending the Veteran's Plaza event and that she worked with the Chamber of Commerce at the July 3rd event.

Mayor Robertson reported on attending the Veterans Plaza ceremony, July 3rd event, Cal Savers webinar, Selma BID meeting, and a Council of Governments meeting. He thanked Police Chief Gomez and Caltrans for continuing to work on Selma's ongoing homeless concerns. Mayor Robertson reported that transit is requiring masks to be worn due to Department of Transportation guidelines. He also advised that the Request for Qualifications on the maintenance facility has been issued and the electrical grid analysis has begun. Mayor Robertson inquired about the fee waiver policy as well as increased patrols near a local company.

ORAL COMMUNICATION: Public comment was received by Mrs. Victoria Delgadillo.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:10 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

1.d.
CITY OF SELMA
COUNCIL SPECIAL MEETING
July 19, 2021

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID 858 7925 0667 PASSCODE 93662 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

The special meeting of the Selma City Council was called to order at 5:00 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Legal Counsel Lerner, Interim City Manager Jimenez, Assistant City Manager Moreno, 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.

ORAL COMMUNICATION: Public comments were received from Mrs. Victoria Delgadillo, Ms. Jennifer Guerra, Mrs. Joan Nelson, Mrs. Paula Rogers, Mrs. Rose Robertson, Mr. Michael Barron, Mrs. Beverly Barron, and Mr. Louis Franco.

CLOSED SESSION: Mayor Robertson recessed the meeting into Closed Session at 5:20 p.m. to discuss the following:

CONFERENCE WITH LABOR NEGOTIATOR: Government Code Section 54957.6

Agency Negotiator: Isaac Moreno, Assistant City Manager
Employee Organization: Selma Police Officers Association, Police Mid-Management, Fire Mid-Management & Selma Firefighter's Association (IAFF Local 3716)

Public Employee Performance Evaluation. Government Code Section 54957
Title: Interim City Manager

Mayor Robertson reconvened the meeting from closed session at 6:07 p.m., with no reportable action.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:08 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
July 19, 2021**

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID 858 7925 0667 PASSCODE 93662 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL

The regular meeting of the Selma City Council was called to order at 6:12 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho and Mayor Robertson.

Also present were Legal Counsel Lerner, Interim City Manager Jimenez, Assistant City Manager Moreno, Community Development Director Santillan, Fire Chief Petersen, Community Services Director Kirchner, Police Commander Garza, Public Works Director Ferrell, 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 Lisa Satterberg of Take it by Force Global Church Ministries led the invocation. A moment of silence was held for Mr. Glenn Niswander and Mr. Bill Alves.

ORAL COMMUNICATIONS: Public comments were received from Mrs. Victoria Delgadillo, Mrs. Paula Rogers, and Mr. Robert Cervantes.

SENIOR MEAL DELIVERY PROGRAM VOLUNTEER RECOGNITION: Recreation Coordinator Liz Martinez provided a power point presentation on the Covid-19 Senior Services Meal Delivery Program. Community Services Director Kirchner stepped forward and presented certificates of recognition to the volunteers for their help with the Senior Meal Delivery Program.

SELMA LITTLE LEAGUE 50/70 INTERMEDIATE TEAM RECOGNITION: Mr. Michael Bustillos, President of Selma Little League and Community Services Director Kirchner stepped forward to present the Selma Little League 50/70 Intermediate Team and coaches with certificates of achievement on their Championship win.

CONSENT CALENDAR: Council member Mendoza-Navarro requested to pull agenda item 1.a., Mayor Robertson and Council member Trujillo requested to pull item 1.c. and 1d., and Council member Guerra and Mayor Robertson requested to pull item 1.h. for separate discussion.

1.a. Pulled **Resolution Authorizing the City Manager to Execute the Agreement for the Fresno COG Measure C TOD Program Cycle IX**

- b. Approved **Consideration of Agreement with Rapid Junk Removal Services**
- c. Pulled **Consideration of an Agreement for Services between the Fresno County Rural Transit Agency and the City, permitting the City's Police Department to perform periodic safety checks on FCRTA's transportation vehicles**
- d. Pulled **Consideration of Amendment No. 2 to the Fleet Vehicle Maintenance Services agreement between the City and the Fresno County Rural Transit Agency**
- e. 2021-30R **Consideration of a Resolution adopting the City's Annual Appropriations Limit for Fiscal Year 2021-22, pursuant to Article XIII B of the California Constitution**
- f. 2021-31R **Consideration of a Resolution Directing the City Engineer to prepare the Fiscal Year 2021-22 Engineer's Report for Landscaping Lighting and Maintenance District No. 1**
- g. 2021-32R **Consideration of a Resolution approving a Fee Waiver for Family Healthcare Network's Food Distribution and COVID Testing Special Events**
- h. Pulled **Consideration of the check register dated July 13, 2021**

CONSENT CALENDAR AGENDA ITEMS 1.a. ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE FRESNO COG MEASURE C TOD PROGRAM CYCLE IX, and ITEM 1.c. CONSIDERATION OF AN AGREEMENT FOR SERVICES BETWEEN THE FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA) AND THE CITY, PERMITTING THE CITY'S POLICE DEPARTMENT TO PERFORM PERIODIC SAFETY CHECKS ON FCRTA'S TRANSPORTATION VEHICLES and 1.d. CONSIDERATION OF AMENDMENT NO. 2 TO THE FLEET VEHICLE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY AND THE FRESNO COUNTY RURAL TRANSIT AGENCY and 1.h. CONSIDERATION OF CHECK REGISTER DATED JULY 13, 2021: Public comment was received from Mr. Moses Stites, General Manager with Fresno County Rural Transit Authority, Mrs. Victoria Delgadillo, Mrs. Rose Robertson and Mr. Jim Avalos. After discussion, motion was made by Council member Trujillo to approve the full consent calendar. Motion was seconded by Council member Guerra and carried unanimously.

RECESS: Mayor Robertson recessed the meeting for a break at 7:35 p.m. At 7:39 p.m. Mayor Robertson reconvened the meeting.

2. Continued Consideration of the 559 Mural Project Painting on the Salazar Center Building.

Community Services Director Kirchner reported on the matter. Ms. Selena Martinez, Ms. Serena Resendez, Mr. Keanu Louis Salazar, Ms. Brandy Newsfield, Ms. Michaela Gutierrez, Ms. Nicki Jimenez and Mr. Jose Moreno with the 559 Mural Project provided Council a PowerPoint presentation discussing their mission, the mural agreement and proposed mural example. Public comment was received from Mrs. Victoria Delgadillo. After discussion, Council consensus was to continue the item and bring the item forward at a future time.

3. Continued Consideration on a Resolution declaring an Abandoned Sign at 1630 2nd Street, Selma, California, an Illegal On-Premises Advertising Display and a Public Nuisance and Ordering the Property Owner to Abate the Nuisance –Public Hearing

Community Development Director Santillan reported on the matter. Mayor Robertson opened the hearing for public comment at 8:12 p.m. Public comment was received from Mr. Dave Mendrin. There being no further comments, Mayor Robertson closed the public hearing at 8:14 p.m.

After Council discussion, motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to continue the item to the September 20, 2021 Council meeting. Motion carried unanimously.

DEPARTMENT REPORTS: Assistant City Manager Moreno reported on receiving the first allocation of the American Recovery and Reinvestment Act (ARRA) funding.

Police Commander Garza invited everyone to the upcoming National Night Out event.

Community Services Director Kirchner reported on received a grant from Pacific Gas and Electric (PG&E) for five thousand dollars (\$5,000) which will be used towards the senior resource fair.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on attending the following: Central Valley Leadership dinner, virtual zoning meeting, meeting with local developer Ed Kashian, and meeting with Senator Hurtado.

Council member Trujillo reported on attending the Selma Little League tournament and commended Mayor Robertson for participating. He also reported on meeting with local developer Ed Kashian, and several members of the community who want to invest in Selma. Council member Trujillo requested that redistricting and term limits be placed as future agenda items.

Council member Guerra reported on attending a short meeting with Sanger Kingsburg Fowler (SKF) and advised that Ross Dress for Less store is now open. On a personal note, she reported celebrating Robertson-Guerra Insurance Agency's 20th year in business.

Mayor Pro Tem Cho reported on attending the Selma Little League tournament, a Five Cities meeting, and the recent play at Selma Arts center.

Mayor Robertson reported on attending a CalVan meeting, Selma Little League tournament, meeting with Fresno LAFCo Executive Officer David Fey, meeting with local developer Baldev Josan. He thanked California Water Service for their donation to the Selma Fire Department to purchase new turnouts. Mayor Robertson then provided an update on the Second Chance Animal Shelter.

ORAL COMMUNICATION: Public comment was received by Mrs. Victoria Delgadillo and Ms. Theresa Salas.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:34 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

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

November 1, 2021

ITEM NO:

1.e.

SUBJECT:

Consideration of a Resolution Approving Changes to Banking Authorized Signers of City of Selma Monies in the Local Agency Investment Fund – CITY LAIF Account

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

Documents have been prepared naming the positions by title. The following positions have been identified as authorized signers on the City of Selma's LAIF account:

- City Manager
- Deputy City Manager
- Director of Finance/Treasurer

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

Ralph Jimenez, Interim City Manager

RESOLUTION NO. 2021 – ____ R

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

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council of the City of Selma hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Selma;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Selma hereby authorizes the deposit and withdrawal of City of Selma monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, that the following City of Selma officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Carlos Sanchez	Director of Finance/Treasurer
Fernando Santillan	Deputy City Manager
Ralph Jimenez	City Manager

Section 1. This resolution shall remain in full force and effect until rescinded by City Council of the City of Selma by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

The foregoing Resolution was duly approved by the City Council of the City of Selma, State of California, at a regular meeting held on the 1st day of November 2021 by the following vote, to wit:

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

Attest:

Reyna Rivera, City Clerk

Scott Robertson
Mayor of the City of Selma

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

November 1, 2021

ITEM NO: 1.f.

SUBJECT: Consideration of the Intergovernmental Agreement Regarding Transfer of Public Funds between the California Department of Health Care Services and the City , and the Health Plan Provider Agreements between the City and Anthem Blue Cross and CalViva Health and authorization for the Interim City Manager to execute same

RECOMMENDATION: Approve the Intergovernmental Agreement Regarding Transfer of Public Funds between the California Department of Health Care Services and the City, and the Health Plan Provider Agreements between the City and Anthem Blue Cross and CalViva Health, and authorize the Interim City Manager to sign all necessary IGT program documents.

DISCUSSION: The Intergovernmental Transfer of Public Funds (“IGT”) program provides an opportunity for the City to receive federal matching funds to support health services for Medi-Cal Managed Care beneficiaries served by the City’s Fire Department. The City does not receive full reimbursement for the provision of medical services to Medi-Cal Managed Care patients. Currently, the City receives approximately 25% in reimbursement of our Medi-Cal Managed Care costs from payments received from Medi-Cal Managed Care Plan Provider(s) (“MMCPP”).

The IGT agreement requires the transfer of eligible local dollars from the City to the Department of Health Care Services (“DHCS”). DHCS in turn uses the funds to receive additional Federal funding from the Centers for Medicare and Medicaid Services. Since the funds must be used to support the Medi-Cal Managed Care program, DHCS transfers both the original contribution from the City and matched funds to the MMCPP, who in turn makes those funds available to the City. The State and Federal governments review and provide approval of the documents the City submits to participate in the IGT program prior to any funds being sent to DHCS.

The amount the City initially transfers is calculated using the Estimated Member Months, which is then reconciled to actual enrollment for the service period of January 1, 2021 through December 31, 2021. Enrollment reconciliation occurs on an ongoing basis as updated figures are made available. If, after the enrollment reconciliation, there is an increase to the amount needed to fund the nonfederal share, the City will be required to transfer additional funds to cover the difference. If, after the enrollment reconciliation, there is a decrease to the amount needed to fund the nonfederal share, the City can choose to receive the unexpended funds from DHCS. If mutually agreed upon by DHCS and the City, amounts due to or owed by City may be offset against future transfers.

Actual enrollment figures will be considered final two years after December 31, 2021. The City ambulance transports and meets the IGT participation criteria. As such, the City is eligible to participate in an IGT program to request funds to recover unreimbursed Medi-Cal costs.

The Health Plan Provider Agreements between Anthem Blue Cross (“PLAN”) and CalViva Health (“Plan”) and the City of Selma (“PROVIDER”) are agreements providing for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers (IGTs”) from the City of Selma (“Governmental Funding Entity”) to the California Department of Health Care Services (“State DHCS”) to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, effective for the period of January 1, 2021 through December 31, 2021 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (IGT MMCRRIs”), PLAN shall pay PROVIDER the amount of the MMCRRIs received from State DHCS in accordance with the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

The PLAN will deduct a 2.5% administrative fee (“Anthem”) and 2% (“CalViva”) based on the total amount of the IGT MMCRRIs received from DHCS for PLAN’s cost to administer this program.

RECOMMENDATION: Approve the Intergovernmental Agreement Regarding Transfer of Public Funds between the California Department of Health Care Services and the City, and the Health Plan Provider Agreements between the City and Anthem Blue Cross and CalViva Health, and authorize the Interim City Manager to sign all necessary IGT program documents.

Robert Petersen, Fire Chief

Ralph Jimenez, Interim City Manager

**AMENDMENT
ANTHEM BLUE CROSS
INTERGOVERNMENTAL (IGT) HEALTH PLAN-PROVIDER AGREEMENT**

This Amendment to the Intergovernmental Health Plan Provider Agreement is effective January 1, 2021 ("Effective Date") between Blue Cross of California dba Anthem Blue Cross, a California corporation hereinafter referred to as "PLAN", and the City of Selma, acting through its Fire Department, hereinafter referred to as "PROVIDER".

RECITALS

- A. ANTHEM and PROVIDER have previously entered into a Intergovernmental Health Plan Provider Agreement ("Agreement") whereby PROVIDER is designated as a PROVIDER. The Agreement, as amended, remains in effect.
- B. Pursuant to Section N of the Agreement, the parties now desire to amend the Agreement to provide for the following changes to the Agreement.

THEREFORE, IT IS AGREED:

- I. Section A is deleted in its entirety and replaced with the following.

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds #21-10190, ("Intergovernmental Agreement") effective for the periods January 1, 2021 through December 31, 2021 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

- II. Section B is deleted in its entirety and replaced with the following.

B. Health Plan Retention

- 1) The PLAN shall retain a two and a half percent (2.5%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN's cost to administer this program. Each provider's share of the 2.5% fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT payment made by Plan in Fresno County.
- 2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

III. Section N is deleted in its entirety and replaced with the following.

N. Term

The term of this Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2024.

This Agreement may be amended in writing by the PROVIDER and the PLAN as mutually agreed. Each time that the parties agree to participate in a Voluntary Rate Range Intergovernmental Agreement with State DHCS, the parties to this Agreement shall amend it in writing in order to update the IGT Rating Period, the term, the contract number for the “Intergovernmental Agreement Regarding Transfer of Public Funds” shown in Section A and to make any other necessary changes.

Upon acceptance by the parties, this AMENDMENT, on the first date specified above, will become a part of the AGREEMENT, and all provisions of the AGREEMENT not specifically inconsistent herewith will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed personally or by their duly authorized officers or agents.

SIGNATURES

ANTHEM BLUE CROSS

PROVIDER

Signature: _____

Signature: _____

Name: John Pickett

Name: Ralph Jimenez

Title: Regional Vice President, Provider Solutions

Title: Interim City Manager, City of Selma

Date: _____

Date: _____

HEALTH PLAN-PROVIDER AGREEMENT

AGREEMENT TO IMPLEMENT THE 2021 RATE RANGE IGTS

This Agreement is made this ____ day of _____ 2021, by and between the Fresno-Kings-Madera Regional Health Authority dba CalViva Health, a Medi-Cal Managed Care Plan who has a contract with Health Net Community Solutions, Inc., hereinafter referred to as "PLAN", and City of Selma, acting through its Fire Department, hereinafter referred to as "PROVIDER."

RECITALS:

WHEREAS, CalViva Health licensed under Health and Safety Code Section 1349 et seq. has a contract with the State Department of Health Care Services pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan and CalViva Health has contracted with Health Net Community Solutions, Inc., (HNCS) which is a subsidiary of Health Net, Inc., which is a wholly owned subsidiary of Centene Corporation, to fulfill its responsibilities for the provision of Medi-Cal covered services for eligible Medi-Cal members. For purposes of this Agreement, Centene Corporation, Health Net of California, Inc., Health Net Community Solutions, Inc. and CalViva Health shall collectively be referred to as "PLAN";

WHEREAS, PROVIDER is an incorporated City whose Fire Department provides emergency response and ambulance transport to Plan members; and

WHEREAS, PLAN and PROVIDER desire to enter into an Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from City of Selma (GOVERNMENTAL FUNDING ENTITY) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

2021 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, #21-10190 ("Intergovernmental Agreement") effective for the period of January 1, 2021 through December 31, 2021 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRI"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRI received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range

("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) The PLAN shall retain a 2% administrative fee based on the total amount of the IGT received from DHCS for PLAN's cost to administer this program. Each providers' share of the 2% fee shall be calculated based on the providers' respective proportionate share of the LMMCRR IGT payment made by PLAN in Fresno County.

(2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

- (1) Remain a participating PLAN provider;
- (2) maintain its current emergency response and ambulance transport services for PLAN beneficiaries.

D. Schedule and Notice of Transfer of Non-Federal Funds

The GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five business days after the District funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

PROVIDER shall provide PLAN with a copy of the schedule regarding the transfer of funds to State DHCS, referred to in the Intergovernmental Agreement, within fifteen (15) calendar days of the PROVIDER receiving such schedule from the State DHCS. Additionally, PROVIDER shall notify PLAN, in writing, no less than seven (7) calendar days prior to any changes to an existing schedule including, but not limited to, changes in the amounts specified therein.

E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer). After paying any required taxes and retaining the PLAN's administrative fee, as shown in Section B above, PLAN will pay PROVIDER a percent of the remaining LMMCRR IGT payment equal to the PROVIDER's contribution as a percent of total local provider contributions.

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than sixty (60) calendar days after receipt of the IGT MMCRRIs from State DHCS.

F. Consideration

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Agreement exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Agreement constitute patient care revenues.

G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN may request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

H. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Fresno County.

I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section H. of this Agreement or otherwise in good faith by the parties. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J. below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

J. Indemnification

PROVIDER agrees to indemnify and hold PLAN harmless in all matters relating to the IGT request, subsequent payment and use of such funds.

K. Remittance Information

The IGT-funded payments made by the PLAN pursuant only to this Agreement, shall be mailed to the PROVIDER at the address set forth below:

Rober Petersen, Fire Chief
City of Selma
1711 Tucker Street
Selma, CA 93662

Phone: (559) 891-2211

Email: Robertp@cityofselma.com

2. Term

The term of this Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2024.

SIGNATURES

BY HEALTH PLAN: _____ Date: _____

Jeffrey Nkansah, Chief Executive Officer, CalViva Health

BY PROVIDER: _____ Date: _____

Ralph Jimenez, Interim City Manager, City of Selma

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the CITY OF SELMA (“GOVERNMENTAL FUNDING ENTITY”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (“PMPM”) contribution increments multiplied by member months, as reflected in Exhibit

1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2021 through December 31, 2021 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2021 through December 31, 2021 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2021. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4)

of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2021 through December 31, 2021, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS separately from, and simultaneous to, the transfer amounts made under Section 1 of this Agreement. If, at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Robert Petersen, Fire Chief
City of Selma
1711 Tucker Street
Selma, CA 93662
robertp@cityofselma.com

With copies to:

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2021 and shall expire as of June 30, 2024 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE CITY OF SELMA:

By: _____

Date: _____

Ralph Jimenez, Interim City Manager

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Rafael Davtian, Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan:	Anthem Blue Cross		
Rating Region:	Fresno		
Service Period	1/2021 - 12/2021		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.10	474,994	\$ 47,499
Child - MCHIP	\$ 0.07	133,922	\$ 9,375
Adult - non MCHIP	\$ 0.25	245,083	\$ 61,271
Adult - MCHIP	\$ 0.17	1,651	\$ 281
ACA Optional Expansion	\$ 0.08	445,170	\$ 35,614
SPD	\$ 0.67	96,279	\$ 64,507
SPD/Dual	\$ 0.21	43,100	\$ 9,051
Estimated Total		1,440,199	\$ 227,598

Health Plan:	CalViva Health		
Rating Region:	Fresno		
Service Period	1/2021 - 12/2021		
Rate Category	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.20	1,372,174	\$ 274,435
Child - MCHIP	\$ 0.14	392,385	\$ 54,934
Adult - non MCHIP	\$ 0.51	766,595	\$ 390,963
Adult - MCHIP	\$ 0.34	5,160	\$ 1,754
ACA Optional Expansion	\$ 0.13	960,958	\$ 124,925
SPD	\$ 1.45	247,233	\$ 358,488
SPD/Dual	\$ 0.39	122,048	\$ 47,599
Estimated Total		3,866,553	\$ 1,253,098

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

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

November 1, 2021

ITEM NO: 1.g.

SUBJECT: Consideration to approve an agreement between the City of Selma and West Hills Community College District which will allow the Selma Fire Department to provide paramedic student field training.

RECOMMENDATION: Staff recommends that Council approve the agreement.

DISCUSSION: This agreement will provide for a cooperative agreement between the West Hills Community College District and the City of Selma to collaborate on enhancing paramedic student training. Each paramedic student must complete 480 hours of field training with a qualified paramedic preceptor. This agreement will allow paramedic students to complete some or all of those hours with qualified Selma Fire Department Paramedics.

Paramedic students will complete their hours by working pre-arranged shifts on Selma Fire Department ambulances as a third person, while being monitored and evaluated by Selma Fire Department paramedics. Workers Compensation and liability coverage are provided by West Hills Community College District, and each paramedic student is required to maintain their own professional liability insurance coverage.

This agreement will provide an opportunity for the evaluation and recruitment of paramedics for future hiring opportunities as the EMS Division within the Selma Fire Department continues to expand and develop.

Robert Petersen, Fire Chief

Ralph Jimenez, Interim City Manager



AGREEMENT

Allied Health Programs Paramedic Student Field Training Agreement

This is an agreement between WEST HILLS COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "DISTRICT") and City of Selma (hereinafter referred to as "FIELD TRAINING PROVIDER") and is effective as of November 1, 2021.

WITNESSETH:

WHEREAS the DISTRICT provides in its curriculum programs for the education of paramedic students in accordance with Local, State, and Federal laws, regulations, and guidance; and

WHEREAS the above FIELD TRAINING PROVIDER is willing, under mutually agreed conditions, to allow the DISTRICT to utilize the personnel, equipment, and patient care environment of such FIELD TRAINING PROVIDER for the clinical training of paramedic students enrolled in the Paramedic Programs of The DISTRICT;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. GENERAL OBLIGATIONS OF DISTRICT

a. The DISTRICT shall provide:

- i. Paramedic students for field training to the FIELD TRAINING PROVIDER;
- ii. Test and select all such Paramedic students;
- iii. Provide didactic instructors(s) hired by the DISTRICT; and
- iv. Provide guidance required in the program unless in specific instances other provisions are made and are mutually satisfactory to the DISTRICT and the FIELD TRAINING PROVIDER. Paramedic preceptors supervising the clinical training shall be mutually acceptable to the parties.

2. GENERAL OBLIGATIONS OF THE FIELD TRAINING PROVIDER

a. The FIELD TRAINING PROVIDER:

- i. Agrees to provide a supervised field training program to the selected paramedic students in accordance with the terms and conditions stated in this agreement and as dictated by local, state, and federal laws, regulations, and guidance;
- ii. Will provide paramedic preceptors supervising each paramedic student's field training, which shall be mutually acceptable to both parties;
- iii. Provide locker facilities and dressing rooms for paramedic students and DISTRICT employees if available;
- iv. Make available to the paramedic student and DISTRICT employee's use of medical records library for reference material if available;
- v. Allow use of such reference library manuals, and other reference materials by the paramedic student and DISTRICT employees;
- vi. Allow use of supplies and equipment, charts, procedure manuals, policy manuals, and other reference materials;
- vii. Allow use of parking for paramedic students and DISTRICT employees;
- viii. Allow use of cafeteria and/or kitchen by paramedic students and DISTRICT employees when applicable;
- ix. Shall provide first-aid treatment to paramedic students needing such care, but shall not be obligated to furnish any other medical or surgical service to any paramedic student. Any paramedic student returning from an absence after 3 or more days caused by any illness or injury shall be cleared by a physician or the private physician of the student prior to returning to the field training;
- x. Shall not decrease the normal number of its staff as a result of the assignment of paramedic students

3. The period of time for each paramedic student's field training at FIELD TRAINING PROVIDER shall be mutually agreed upon between FIELD TRAINING PROVIDER and THE DISTRICT prior to the beginning of each paramedic student's field training. If a particular paramedic student requires additional training, the parties may agree to reasonable extensions.

4. The number of paramedic students to participate in the field training with the FIELD TRAINING PROVIDER at any given time shall be mutually agreed upon by the DISTRICT and FIELD TRAINING PROVIDER prior to the beginning of the field training. This may be modified from time to time by mutual agreement upon the request of either party.

5. The FIELD TRAINING PROVIDER may require the DISTRICT to withdraw any paramedic student from FIELD TRAINING PROVIDER's field training program who FIELD TRAINING PROVIDER determines is not performing satisfactorily, or who

refuses to follow FIELD TRAINING PROVIDER's administrative and patient care policies, procedures, rules and regulations.

6. The DISTRICT shall notify the paramedic student, prior to field training, their responsibilities for:
 - a. Following the administrative and patient care policies, procedures, rules and regulations of FIELD TRAINING PROVIDER;
 - b. Acquiring and using the necessary and appropriate uniforms and personal protective equipment when not provided by FIELD TRAINING PROVIDER;
 - c. Arranging for their own transportation and personal living accommodations and costs when not provided by FIELD TRAINING PROVIDER; and
 - d. Adhering to program requirements concerning obtaining the necessary health screening. The DISTRICT will provide this information to the FIELD TRAINING PROVIDER.
7. The FIELD TRAINING PROVIDER shall maintain in its normal course of business complete attendance and progress records and reports on each paramedic student's performance and shall provide an evaluation for each paramedic student to the DISTRICT on forms, electronic and hard copy, provided by the DISTRICT.
8. The FIELD TRAINING PROVIDER shall, upon reasonable request, permit the DISTRICT and/or appropriate agencies charged with the responsibility of accrediting or approving the paramedic program to inspect the field facilities, services available for field training, paramedic student records, and such other materials, which pertain to the field training.
9. It is expressly agreed and understood by the DISTRICT and the FIELD TRAINING PROVIDER that the paramedic students under this program are in attendance for the paramedic program at the FIELD TRAINING PROVIDER's location(s) and solely for educational purposes.
10. It is agreed and understood that the parties to this agreement are independent contractors, and that neither is the employee or employer of the other and that the employees of one are not the employees of the other.
11. **INSURANCE.**

The DISTRICT agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) per incident and five million dollars (\$5,000,000) aggregate coverage for bodily injury and general liability insurance, including errors and omissions coverage, which protects and insures against any and all liability attributable to the DISTRICT or its employees arising from the activities referred to in this Agreement or as contemplated by this Agreement. Proof of DISTRICT's insurance coverage shall be provided to the FIELD TRAINING PROVIDER. The DISTRICT or DISTRICT's

insurer shall provide written notice to FIELD TRAINING PROVIDER at least twenty (20) days prior to any cancellation, termination, or change in the insurance coverage referenced in this agreement. In the event that the DISTRICT fails to maintain such insurance coverage in full force and effect during the term of this Agreement, FIELD TRAINING PROVIDER may either (1) terminate this agreement concurrently with such failure by DISTRICT, or (2) obtain such insurance on its own behalf. If FIELD TRAINING PROVIDER obtains such insurance, the DISTRICT shall reimburse the FIELD TRAINING PROVIDER for the costs thereof.

The DISTRICT agrees to require each paramedic student, as a condition of participation in the paramedic program, to maintain individual student professional liability insurance coverage which includes coverage of not less than one million dollars (\$1,000,000) per incident and three million dollars (\$3,000,000) in the aggregate for professional liability protection on covered claims arising from real or alleged negligence.

The DISTRICT agrees to provide proof of Worker's Compensation coverage for DISTRICT employees and paramedic students for injury during clinical training.

The FIELD TRAINING PROVIDER agrees to maintain in full force and effect coverage of not less than one million (\$1,000,000) per incident and five million dollars (\$5,000,000) aggregate coverage for bodily injury and general liability insurance, including errors and omissions coverage, which protect and insures against any and all liability attributable to FIELD TRAINING PROVIDER or its employees arising from the activities referred to in this Agreement or as contemplated by this agreement. Proof of FIELD TRAINING PROVIDER's insurance coverage shall be provided to the DISTRICT. The FIELD TRAINING PROVIDER or FIELD TRAINING PROVIDER's insurer shall provide written notice to the DISTRICT at least twenty (20) days prior to cancellation, termination, or change in the insurance coverage referenced by this Agreement. In the event that the FIELD TRAINING PROVIDER fails to maintain such coverage in full force and effect during the term of this agreement, the DISTRICT may either (1) terminate this Agreement concurrently with such failure by the FIELD TRAINING PROVIDER, or (2) obtain such insurance on its own behalf. If DISTRICT obtains such insurance, FIELD TRAINING PROVIDER shall reimburse DISTRICT for the costs thereof.

12. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the DISTRICT and FIELD TRAINING PROVIDER agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction

**Paramedic Student Field Training Agreement
Between The DISTRICT and FIELD TRAINING PROVIDER**

delegated to such party under this Agreement. No party, nor any officer, board member, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

13. All notices, demands, or other writings in the AGREEMENT provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

To FIELD TRAINING PROVIDER:	Robert Petersen Fire Chief Selma Fire Department 1711 Tucker St Selma, CA 93662 Phone: 559-891-2211
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To the DISTRICT:	Richard Storti Deputy Chancellor WEST HILLS COMMUNITY COLLEGE DISTRICT 275 Phelps Ave Coalinga, CA 93210 (559) 934-2160
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14. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent or other breach hereof.
15. Each Paramedic student shall be subject to related Local, State, and Federal codes, the rules, regulations, policies and procedures of the FIELD TRAINING PROVIDER and the DISTRICT which are on file in the respective institutions and available to students. This will include the attendance by every student to a mandatory orientation meeting and to read and sign a HIPPA Compliance Agreement. The FIELD TRAINING PROVIDER will provide this meeting and the Agreement.

16. The DISTRICT may, for cause and upon notice, discontinue the assignment of any student(s) at any time during the period of this Agreement.
17. Paramedic students shall function under the direction and supervision of assigned paramedic instructor(s) of the DISTRICT who shall be licensees for the limited purposes expressed in this Agreement. Such students and instructors shall not be deemed employees of the FIELD TRAINING PROVIDER during the hours in which they are assigned to the Paramedic student.
18. No person shall, on the grounds of sex, race, color, nation origin or handicap, be excluded participation in, be denied benefits of, or be subjected to discrimination under any DISTRICT program or service, including those programs expressed in this Agreement.
19. To the fullest extent permitted by law, the DISTRICT agrees to indemnify and hold harmless the Agency, its officers and employees, patients, or clients, against any and all claims, liabilities and losses, by whoever asserted, arising out of acts or omissions on the part of the DISTRICT or its employees in conducting the Paramedic program hereunder, including travel to and from the FIELD TRAINING PROVIDER. And, the FIELD TRAINING PROVIDER will indemnify and hold harmless DISTRICT, its officers and employees against any and all claims, liabilities and losses, by whomever asserted, arising out of acts or omissions on the part of Agency its officers and employees, patients or clients in conducting the Paramedic program hereunder.
20. The provision of this agreement shall inure to the benefit of and be binding upon the successors in interest of the parties.
21. The DISTRICT's Paramedic Program Course Director, and FIELD TRAINING PROVIDER administrative representative may mutually agree upon, and may formalize by a separate writing, the operational details and per student cost of the field training program, and such separate agreement and writing will be binding on both the DISTRICT and the FIELD TRAINING PROVIDER in the same manner as if they had been part of this agreement.
22. Any controversy, claim or dispute, whether based on contract, tort or statute under either California or federal law, arising out of or relating to this Agreement any alleged breach of it shall be determined and settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will be conducted in San Diego, California. The prevailing party in the arbitration proceeding will be entitled to recover its reasonable attorneys' fees and costs expended or incurred relating to or arising out of the arbitration matter.
23. This agreement may be modified or amended without additional consideration at any time by mutual written consent of the parties.

**Paramedic Student Field Training Agreement
Between The DISTRICT and FIELD TRAINING PROVIDER**

24. Period of agreement. This agreement shall be effective for three years from August 1, 2021 to July 31, 2024; with an automatic renewal until July 31, 2026, unless either party provides written notice that the Agreement will not be extended. The written notice must be received 30 days prior to the end of the current term for which classes are in session.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate by their duly authorized representatives.

WEST HILLS COMMUNITY COLLEGE

AMBULANCE SERVICE

Signature: _____

Name: Richard Storti

Title: Deputy Chancellor

Address: West Hills Community College
District

Coalinga, CA 93210

Phone: (559) 934-2160

Signature: _____

Name: Christine Alcaraz

Title: Director of Fiscal Services

Address: West Hills Community College District

Coalinga, CA 93210

Phone: (559) 934-2111

Signature: _____

Name: Ralph Jimenez

Title: Interim City Manager

Address: 1710 Tucker St

Selma, CA 93662

Phone: 559-891-2200

Signature: _____

**Paramedic Student Field Training Agreement
Between The DISTRICT and FIELD TRAINING PROVIDER**

Name: James Preston

Title: President, West Hills College Lemoore

Address: 555 College Ave

Lemoore, CA 93245

Phone (559) 925-3200

ITEM NO: 1.h.

SUBJECT: Consideration of an agreement with the County of Fresno to facilitate participation in the Fresno County Adult Compliance Team (ACT)

RECOMMENDATION: Authorize City Manager to execute agreement with the County of Fresno to continue participation in the Fresno County Adult Compliance Team (ACT).

BACKGROUND: The Selma Police Department is constantly looking for ways to improve its service levels to the community. Assembly Bill 109 (Public Safety Realignment) realigned responsibilities for probation and parole and the supervision of released offenders. Under the "AB 109 Plan," developed by the Fresno County Community Corrections Partnership (CCP) and approved by the County Board of Supervisors, the Adult Compliance Team (ACT) was established to cooperatively address the public safety concerns of local law enforcement agencies within the County regarding the new realignment procedures. In July 2015, ACT was expanded to include an officer from the Selma Police Department.

DISCUSSION: ACT is currently comprised of representatives of the Fresno County Sheriff's Office, Fresno County District Attorney's Office, Fresno County Probation Department, and officers from the Selma, Fresno, Clovis, Kingsburg, Reedley, and Kerman police departments. The State of California has provided ongoing funding for the continuation of AB 109 services, including full funding for the police officers assigned from each participating police department.

The agreement before you today allows the Selma Police Department to continue having a representative assigned to the multi-agency ACT. ACT members, including the City of Selma, are responsible for complying with the conditions of release for all the prisoners released into Fresno County pursuant to the AB 109 provisions. Participation within the ACT allows greater supervision of the Selma area AB109 released prisoners, both within the City and its surrounding areas. There is no cost to the City's General Fund, as the entire cost of the one (1) officer assigned to the ACT is covered by State funding.

Rene Garza, Commander

Ralph Jimenez, Interim City Manager

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WITNESSETH:

WHEREAS, under Assembly Bill 109, the Public Safety Realignment Act (AB 109), the State of California has realigned responsibilities for probation, post release community supervision (PRCS), and mandatory supervised release of offenders; and

WHEREAS, the AB 109 Implementation Plan of 2011, including its updates, collectively referred to as the “AB 109 PLAN,” was developed by the Fresno County Community Corrections Partnership (CCP), and approved by the Fresno County Board of Supervisors; and

WHEREAS, the AB 109 PLAN includes formation of the Adult Compliance Team (ACT), to create a cooperative unit capable of addressing public safety concerns and issues facing local law enforcement in Fresno County; and

WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff’s Department, the Fresno County District Attorney’s Office, the Fresno County Probation Department, and officers of the Fresno, Clovis, Selma, Kerman, Kingsburg, and Reedley Police Departments; and

WHEREAS, the State of California has provided funding to COUNTY for the purpose of implementing AB 109 services; and

WHEREAS, CONTRACTOR desires to continue to be a member of ACT; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement to maintain CONTRACTOR as an ACT member, and to continue to implement AB 109 services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

//

1 1. OBLIGATIONS OF THE CONTRACTOR

2 A. CONTRACTOR shall assign one (1) City of Selma Police Officer ("Police Officer")
3 to fulfill the responsibilities of an ACT member, in accordance with the ACT Operating Agreement,
4 attached as Exhibit "A," and incorporated by this reference. In the event that the AB 109 PLAN is revised
5 by the CCP and approved by the Fresno County Board of Supervisors, the responsibilities of the Police
6 Officer under this Agreement may be modified accordingly.

7 2. OBLIGATIONS OF THE COUNTY

8 A. COUNTY shall compensate CONTRACTOR for an amount equal to the cost of
9 one Police Officer for assignment to the ACT, not to exceed the maximum amount payable under this
10 Agreement of \$191,759.

11 3. TERM

12 This Agreement shall become effective retroactive to July 1, 2021 and shall terminate on June 30,
13 2022.

14 4. TERMINATION

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

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

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

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
26 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
27 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
28 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any

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

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

7 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
8 CONTRACTOR agrees to receive compensation as follows:

9 COUNTY shall compensate CONTRACTOR for an amount equal to the cost of one Police Officer
10 for assignment to the ACT. In no event shall total compensation paid to CONTRACTOR for services
11 performed under this Agreement exceed \$191,759.

12 CONTRACTOR shall submit quarterly invoices for actual expenditures to the County of Fresno
13 Probation Department at ProbationInvoices@FresnoCountyCA.gov Invoices must be submitted on or after
14 the dates of October 1, 2021, and January 1, April 1, and July 1, 2022, respectively, and include a
15 breakdown of expenses identified in the final approved budget of the CCP for use in executing the mission
16 of ACT. COUNTY shall make payment within 45 days of receipt of an approved invoice.

17 Upon any termination of this Agreement, CONTRACTOR shall be compensated for costs incurred
18 under this Agreement, up to and including the date of termination.

19 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
20 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
21 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
22 times be acting and performing as an independent contractor, and shall act in an independent capacity and
23 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
24 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
25 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
26 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
27 terms and conditions thereof.

28 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and

1 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

9 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
10 written consent of all the parties without, in any way, affecting the remainder. However, changes to line
11 items in the budgets, as determined by CCP Executive Committee or designee, that do not exceed ten
12 percent (10%) of the maximum compensation maybe made with the written approval of CCP Executive
13 Committee or designee and CONTRACTOR. Any changes to the budget shall not result in any change
14 to the maximum compensation payable under this Agreement. In addition, changes to this Agreement,
15 in whole or in part, which are necessary for compliance with State of California and Federal law, shall be
16 made by written amendment and executed by CCP Executive Committee or designee and
17 CONTRACTOR.

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

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

28 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR'S request, defend the

1 CONTRACTOR, its officers, agents, and employees from any and all costs and expenses (including
2 attorney's fee and costs), damages, liabilities, claims, and losses occurring or resulting to CONTRACTOR
3 in connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees
4 under this Agreement, and from any and all costs and expenses (including attorney's fees and costs),
5 damages, liabilities, claims, and losses occurring or resulting to perform, of COUNTY, its officers, agents or
6 employees under this Agreement.

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

12 This Section 9 shall survive termination or expiration of this Agreement.

13 10. INSURANCE

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

18 A. Commercial General Liability

19 Commercial General Liability Insurance with limits of not less than Two Million Dollars
20 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
21 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
22 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
23 liability or any other liability insurance deemed necessary because of the nature of this contract.

24 B. Automobile Liability

25 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
26 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
27 used in connection with this Agreement.
28

1 C. Professional Liability

2 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
3 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
4 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

5 If any of the required policies provide claims-made coverage:

6 1. The Retroactive Date must be shown and must be before the date of the contract or the
7 beginning of contract work.

8 2. Insurance must be maintained, and evidence of insurance must be provided for at least five
9 (5) years after the completion of the contract work.

10 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
11 form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase
12 "extended reporting" coverage for a minimum of five (5) years after the completion of work.

13 D. Worker's Compensation

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

16 E. Molestation

17 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
18 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall
19 be issued on a per occurrence basis.

20 Additional Requirements Relating to Insurance

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

28 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and

1 employees any amounts paid by the policy of worker's compensation insurance required by this
2 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
3 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
4 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

5 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
6 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
7 foregoing policies, as required herein, to the County of Fresno, Probation Office, 3333 E. American Avenue,
8 Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained and are in full force;
9 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on
10 the policies; that for such worker's compensation the CONTRACTOR has waived its right to recover from
11 the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that
12 waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names
13 the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured,
14 but only insofar as the operations under this Agreement are concerned; that such coverage for additional
15 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
16 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
17 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
18 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

22 All policies shall be issued by admitted insurers licensed to do business in the State of California,
23 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
24 FSC VII or better.

25 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
26 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
27 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
28 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data

1 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

2 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
3 the examination and audit of the California State Auditor for a period of three (3) years after final payment
4 under contract (Government Code Section 8546.7).

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	CITY OF SELMA
Chief Probation Officer	Chief of Police
3333 E. American Avenue, Suite B	1935 E. Front Street
Fresno, CA 93725	Selma, CA 93662

10 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
11 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
12 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
13 personal service is effective upon service to the recipient. A notice delivered by first-class United States
14 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
15 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
16 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
17 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
18 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
19 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
20 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
21 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
22 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
23 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
24 beginning with section 810).

25 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
26 only be in Fresno County, California.

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

1 14. SEVERABILITY

2 In the event any provisions of this Agreement are held by a court of competent jurisdiction to be
3 invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in
4 force and effect without being impaired or invalidated in any way.

5 15. WAIVER

6 The waiver by either party of a breach by the other of any provision of this Agreement shall not
7 constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different
8 provision of this Agreement. No waiver of a party's breach of any provision of this Agreement shall be
9 effective unless the waiver is in writing and signed by the party against whom the waiver is sought to be
10 enforced. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

11 16. INTERPRETATION

12 The parties acknowledge that this Agreement in its final form is the result of the combined efforts of
13 the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such
14 ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather
15 by construing the terms in accordance with their generally accepted meaning.

16 17. NO THIRD-PARTY BENEFICIARIES

17 Nothing set forth in this Agreement shall create any legal rights in any person not party to this
18 Agreement.

19 18. ELECTRONIC SIGNATURES: The parties agree that this Agreement may be executed by
20 electronic signature as provided in this section. An "electronic signature" means any symbol or process
21 intended by an individual signing this Agreement to represent their signature, including but not limited to (1)
22 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned
23 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
24 affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of
25 the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any
26 administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten
27 signature of that person. The provisions of this section satisfy the requirements of Civil Code section
28 1633.5 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, title 2.5,

beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Governmental Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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

3
4 **CONTRACTOR**

COUNTY OF FRESNO

5 _____
6 (Authorized Signature)

Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

7 _____
8 Print Name & Title

9 _____
10 Mailing Address

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

11
12
13
14
15 By: _____
16 Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 Fund: 0001

18 Subclass: 10000

19 ORG: 34309999

20 Account: 7295
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AB 109
The Criminal Justice Realignment Act
Adult Compliance Team (ACT)
May 2021

OPERATING AGREEMENT
Fresno County Probation Department
Fresno County Sheriff's Department
Fresno County District Attorney's Office
Fresno Police Department
Clovis Police Department
Selma Police Department
Reedley Police Department
Kerman Police Department
Kingsburg Police Department

I. PURPOSE

This document establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation, post release community supervision (PRCS), and mandatory supervised release that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

II. MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence-based practices leading to enhanced public safety and offender compliance.

III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, post release community supervision, and mandatory supervised release with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the post release community supervision (PRCS) and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

IV. GENERAL OPERATIONAL STRATEGIES

Intensive supervision based on offender assessment, enjoined with evidence-based practices, forms the cornerstone of the Fresno County AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action with offenders under probation supervision, post release community supervision (PCRS), and mandatory supervised release by the Fresno County Probation Department.

To this end, the participating agencies developed these operational guidelines and procedures concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by these terms and provisions set forth throughout the formation of the joint operation.

V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation Department. The Probation Department is the commanding agency of ACT and will maintain responsibility for the administrative direction, objective, and mission of the Adult Compliance Team.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) sergeant from the Fresno County Sheriff's Department; two (2) deputies from the Fresno County Sheriff's Department; two (2) senior district attorney investigators from the Fresno County District Attorney's Office; one (1) sergeant from the Fresno Police Department; two (2) police officers from the Fresno Police Department; two (2) police officers from the Clovis Police Department; one (1) Crime Specialist from the Clovis Police Department; one (1) police officer from the Selma Police Department; one (1) police officer from the Reedley Police Department; one (1) police officer from the Kerman Police Department; and one (1) police officer from the Kingsburg Police Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

A. Policy and Direction

Under the policy and planning direction of the Community Corrections Partnership (CCP), ACT will utilize an Advisory Sub-Committee of CCP.

B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within the county with an interest in ACT are welcome to attend the meetings of the ACT Advisory Sub-Committee.

Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub-Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The Probation Services Manager is the Operations Commander and has overall responsibility for the operation of ACT. The Operations Commander implements direction to the team under the administrative direction of the Fresno County Probation Department's Realignment Division Director. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee, and will attend meetings of the CCP as required.

D. Field Supervisor

The assigned Field Supervisor(s) will be the day-to-day operations supervisor(s) and responsible for overall coordination of tactical field operations. When ACT works as separate elements and both supervisors are working, each supervisor will be responsible for their assigned element. When only one supervisor is on duty, that supervisor will be responsible for the supervision of both elements.

E. Probation Department

All probation conditions and release compliance remain the responsibility of the AB 109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

VI. OPERATIONS

A. Supervision and Field Responsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, post release community supervision, and mandatory supervised release will be entered into the Probation Records Information Management System (PRIMS). All

agencies participating on the ACT will have full access to Sharenet and the information in PRIMIS. Information sharing with other law enforcement agencies regarding offenders under probation supervision, post release community supervision, and mandatory supervised release allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary investigative officer through the use of their own departmental report writing system.

VII. ADMINISTRATION

A. Financial Administration

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by Fresno County Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-Committee for presentation to the CCP.

B. Vehicles

As provided for in the approved CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers as specified in the final approved budget of the CCP and Fresno County, for use in executing the mission of ACT.

C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

F. Training

ACT Officers will complete training as assigned and approved by the ACT Advisory Sub-Committee chairperson or their designee. Training for the team will be outlined during the fiscal year to reflect the needs of the team. The Probation Division Director may also assign training to the ACT members as it pertains to the Evidence-Based Practices outlined by the AB 109 program.

G. Personnel Management

The selection of ACT members will be made by each participating agency. If any of the ACT policies and procedures conflict with any of the participating agencies' policies and procedures, notice of said conflict shall be immediately given to a supervisor. The supervisor will take whatever action necessary to reconcile the conflict.

Each participating agency retains full responsibility for the professional and personal conduct of its own personnel assigned to ACT. Each participating agency will follow their agency directives/MOU for working modified schedules.

VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include but are not limited to:

- A. Citizen Complaints
- B. Employee Evaluations
- C. On-Duty Motor Vehicle Accidents
- D. Injuries Sustained on Duty
- E. Officer-Involved Shooting
- F. Discharge of Firearm
- G. Vehicle Pursuits
- H. Use of Force

Each participating team member's agency has in place an administrative process for addressing the situations listed above. Should these situations occur, ACT will immediately notify the involved officer's agency. It will remain the responsibility of the involved officer's agency to address those situations pursuant to their own administrative process. All agencies involved in a critical incident will have the opportunity to observe other agency interviews with their own employees.

IX. DURATION

This OA shall become effective upon execution and shall continue without change until amended in accordance with Section X or terminated as discussed below.

Participation in ACT by any participating agency may continue as funding provides or until said agency terminates participation in ACT. An agency shall terminate participation in the following manner: delivery of written notice to the Chairperson of the CCP Executive Committee and to all other participation agencies, with termination to be effective 60 days after delivery.

As to each participating agency, this OA will be in force from the date that agency signs the agreement. Termination of the OA has been provided for above.

X. AMENDMENT

Any member of the ACT Advisory Sub-Committee may propose an amendment to this OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The proposed amendment would be submitted to the Executive Committee of the Community Corrections Partnership for their consideration and approval.

XI. LIABILITY

Each participating agency will be solely responsible for any and all damages, including attorney's fees, results from acts or omissions of its own employees including ACT assigned employee. Each participating agency shall indemnify and hold harmless each other participating agency for said acts or omissions. The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers or employees in its or their performance thereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed, and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

The participating agencies will establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matter described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this OA shall establish a standard of care for, or create any legal rights in, any person not a party to this OA.

XII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

XIII. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

XIV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

XV. GOVERNING LAW


The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.

XVI. INTEGRATION

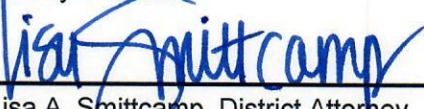
The OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies

XVII. SUPPORTING AGENCIES

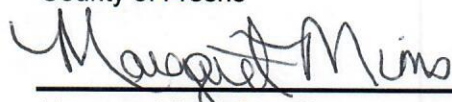
The following Agencies support the mission and strategies of ACT:


Kirk Haynes, Chief Probation Officer
County of Fresno

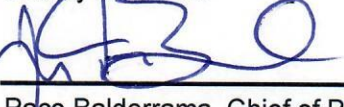
5/10/2021
Dated


Lisa A. Smittcamp, District Attorney
County of Fresno


5/11/2021
Dated


Margaret Mims, Sheriff
County of Fresno


5/11/21
Dated


Paco Balderrama, Chief of Police
City of Fresno

5/11/2021
Dated


Curt Fleming, Chief of Police
City of Clovis

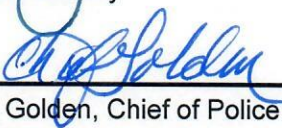
5/19/2021
Dated


Joseph Gomez, Chief of Police
City of Selma

5/21/2021
Dated


Jose L. Garza, Chief of Police
City of Reedley

5/11/2021
Dated


John Golden, Chief of Police
City of Kerman

5/11/2021
Dated


Neil Dadian, Chief of Police
City of Kingsburg

5/11/2021
Dated

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
78211	10/22/2021	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES		51.92
78212	10/22/2021	Printed	AMERICAN AMBULANCE	NOVEMBER 2021 PAYMENT		62,500.00
78213	10/22/2021	Void				
78214	10/22/2021	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 9/23/21-9/30/21		561.71
78215	10/22/2021	Printed	AT&T	TELEPHONE 9/4/21-10/3/21		153.56
78216	10/22/2021	Printed	AT&T	TELEPHONE 9/4/21-10/3/21		118.12
78217	10/22/2021	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE 7/1/21-9/30/21		630.90
78218	10/22/2021	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -SEPTEMBER 2021		26,089.95
78219	10/22/2021	Printed	ROD CARSEY	PLAN CHECKS -SEPTEMBER 2021		3,783.83
78220	10/22/2021	Printed	CENTRAL CALIFORNIA ELECTRONICS	FIRE ALARM MONITORING -NEW PD		120.00
78221	10/22/2021	Printed	JOHNNIE CERDA	TRAINING PER DIEM 10/22/21	R	11.00
78222	10/22/2021	Printed	COMCAST	INTERNET SERVICE -OCT 2021		821.45
78223	10/22/2021	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -SEPT 2021		481.25
78224	10/22/2021	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE REPORT 7/1/21- 9/30/21		3,503.11
78225	10/22/2021	Printed	DEPARTMENT OF HEALTH CARE	GEMT QUAF 2021/2022 1ST & 2ND QRT		53,739.36
78226	10/22/2021	Printed	CASSY FAIN	TRAINING PER DIEM 10/22/21	R	11.00
78227	10/22/2021	Printed	FEDEX	RETURN AIR FILTER		213.79
78228	10/22/2021	Printed	FRESNO OXYGEN	OXYGEN RENTALS		215.90
78229	10/22/2021	Printed	JESUS GOMEZ	TRAINING PER DIEM 10/17-10/21		290.00
78230	10/22/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 10/6/21		336.00
78231	10/22/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -OCT 21		802.10
78232	10/22/2021	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICE -PD		150.00
78233	10/22/2021	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,642.47
78234	10/22/2021	Printed	EDGAR N. OLIVERA HERNANDEZ	DESCENDANTS PRODUCTION PHOTOS		200.00
78235	10/22/2021	Printed	KAYLEE HERNANDEZ	DESCENDANTS CHOREOGRAPHY		300.00
78236	10/22/2021	Printed	JUSTIN HILL / FAIL SAFE TESTING	LADDER TESTING		1,100.00
78237	10/22/2021	Printed	HUB INTERNATIONAL INSURANCE	PV EVENTS INSURANCE		499.91
78238	10/22/2021	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT -OCT 21		446.00
78239	10/22/2021	Printed	RALPH JIMENEZ	INTERIM CITY MANAGER AGREEMENT - OCT 21		16,500.00
78240	10/22/2021	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB -NOV 21		1,304.68
78241	10/22/2021	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB -NOV 21		204.52
78242	10/22/2021	Printed	TIM J LAW / LAW & ASSOCIATES	LAW ENFORCEMENT BACKGROUNDS		700.00
78243	10/22/2021	Printed	ROXANN MCSPADEN	DESCENDANTS COSTUME REIMB.		1,361.59
78244	10/22/2021	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		470.85
78245	10/22/2021	Printed	PG&E	UTILITIES -SEPTEMBER 2021		398.10
78246	10/22/2021	Printed	PG&E	UTILITIES -SEPTEMBER 2021		31,169.47
78247	10/22/2021	Printed	PG&E	UTILITIES -SEPTEMBER 2021		4,040.49
78248	10/22/2021	Printed	JACOB PUMAREJO	TRAINING PER DIEM 10/22/21	R	11.00
78249	10/22/2021	Printed	QUAD KNOPF, INC.	ON-CALL PLANNING SERVICES 8/8/21- 9/4/21		26,322.70
78250	10/22/2021	Printed	ALBERT PEREZ RODRIGUEZ	WEED ABATEMENT EYE Q LOCATION		5,800.00
78251	10/22/2021	Printed	DEBORAH K ROWE	TRAINING PER DIEM 9/26-9/30/21		420.40
78252	10/22/2021	Printed	SCOTT SANDERS	MEDICAL PREMIUM REIMB -NOV 21		1,326.20
78253	10/22/2021	Printed	SANTA MARIA CALIFORNIA NEWS	ORD 2021-4 TRUCK TRAILER		118.53
78254	10/22/2021	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -NOVEMBER 21		8,163.57
78255	10/22/2021	Printed	SEQUOIA SAFETY COUNCIL, INC.	CPR TRAINING FOR FD		1,690.00
78256	10/22/2021	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	LANDSCAPING SUPPLIES		286.02
78257	10/22/2021	Printed	SPARKLETT'S	WATER SERVICE -CVTC	R	39.99
78258	10/22/2021	Printed	STRYKER SALES CORPORATION	MEDICAL SUPPLIES		158.37
78259	10/22/2021	Printed	SUNRUN SOLAR	REFUND PERMIT 21-0459		71.29
78260	10/22/2021	Printed	TARGET SOLUTIONS LEARNING LLC	ONLINE TRAINING PROGRAM -FD		2,438.00
78261	10/22/2021	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -OCTOBER 21		3,500.00
78262	10/22/2021	Printed	VINCENT COMMUNICATIONS INC	KNG SPEAKER MICROPHONE -FD		301.56
78263	10/22/2021	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES 8/1/21-8/27/21		495.00
TOTAL						266,065.66

Grant: G PD State Appropriation: PDSA (457)

Reimbursement: R

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

November 1, 2021

ITEM NO: 2.

SUBJECT: Public Hearing to consider introduction of an ordinance amendment to Selma Municipal Code Section 11-28-8 Billboards (Off Premises Advertising Sign Structure) to increase the maximum allowable face area of billboards, including electronic billboards. The proposed ordinance would also amend requirements for sign placement, design, and electronic display standards within the City. The ordinance is being proposed by applicant West Coast Billboards under application number ZTA 2021-0010. Public Hearing and First Reading of Ordinance. CEQA Categorical Exemption Section 15061(b)(3) and Section 15183 – *Continued*

RECOMMENDATION: Staff recommends that the City Council continue this request to the November 15, 2021, meeting.

DISCUSSION: The above application for an ordinance change to the City's ordinance regulating billboards was submitted by Jeremy Gregory with West Coast Billboards. The request was considered by the Planning Commission on September 27, 2021, where the Planning Commission voted to adopt a resolution recommending that the City Council approve the request as submitted. The City Council held a public hearing on October 18, 2021, and then voted to continue the request to the November 1, 2021, meeting.

After the October 18th meeting, staff received inquiries about the proposed ordinance from other billboard companies with billboards already in the city. They requested an opportunity to submit letters about the ordinance. The continuance to November 15 will give time for any letters to be submitted and for staff to complete its review of the additional information requested by Council.

Fernando Santillan, Deputy City Manager
Ralph Jimenez, Interim City Manager

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

November 1, 2021

ITEM NO:

3.

SUBJECT: Conduct Public Hearing and Consider Directing City Staff to Remove Illegal Advertising Display

RECOMMENDATION: Conduct the public hearing and consider objections to the City's removal of an abandoned sign declared a public nuisance by the Selma City Council on September 20, 2021.

BACKGROUND: On September 20, 2021, the Selma City Council unanimously voted to declare the abandoned sign located at 1630 2nd Street a public nuisance. The owner was ordered to abate the nuisance by removing the sign. If the Property owner fails to abate the nuisance by removing the illegal, on-premises advertising display located on the Property then the City shall remove the sign utilizing City resources, or engage a contractor to remove the sign. The cost associated with the sign removal shall be assessed against the Property as a lien which will remain on the Property until paid in full pursuant Selma Municipal Code Section 8-5-8 and California Business and Professions Code §5499.1 et. seq.

Following the removal of the sign, if approved by Council, City staff will store the removed sign for 30 days and the owner will be given the opportunity to collect the removed property to dispose of as desired.

<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>
<i>Undetermined. The staff will need to evaluate whether the removal can be done by City forces or should be done through a contractor and the cost would be determined at that time.</i>		<i>Temporary. The City would bare the costs of removing the illegal signs which would be recovered by being made a lien against the property until paid.</i>
<u>FUNDING:</u> <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: <i>General Fund</i> Fund Balance:		<i>None.</i>

Fernando Santillan, Deputy City Manager
Ralph Jimenez, Interim City Manager

RESOLUTION NO. 2021-___R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SELMA ORDERING THE CITY REMOVAL OF AN ILLEGAL ON-PREMISES
ADVERTISING DISPLAY LOCATED AT 1630 SECOND STREET**

WHEREAS, the City of Selma issued a Notice to the owner of the property located at 1630 2nd Street, Selma, California, Fresno County Assessor Parcel No. 388-155-22 the “Property”), that the City Council would consider a Resolution declaring an on-premises advertising display located on the Property illegal and a public nuisance as required by Business and Professions Code §5499.2(b); and

WHEREAS, the sign is an illegal advertising display within the meaning of Business and Professions Code §5499.1 because it is an on-premises advertising display that was legally erected, but has ceased to be used to identify or advertise any ongoing business, and has not been used for that purpose for a period of not less than 90 days prior to October 16, 2020; and

WHEREAS, on November 2, 2020 the City Council of the City of Selma did conduct and continue a public hearing to December 7, 2020 pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance; and

WHEREAS, on December 7, 2020 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to January 19, 2021; and

WHEREAS, on January 19, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to March 15, 2021; and

WHEREAS, on March 15, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to May 17, 2021; and

WHEREAS, on May 17, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to July 19, 2021; and

WHEREAS, on July 19, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance; and

WHEREAS, on September 20, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and voted unanimously

to adopt Resolution 2021-56R declaring the illegal advertising display at 1630 2nd Street a public nuisance and ordering the sign abatement and removal; and

WHEREAS, on November 1, 2021 the City Council of the City of Selma did conduct a public hearing to consider objections to the City Council's direction to City staff to remove the illegal advertising display.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The forgoing recitals are true and correct and incorporated herein as though fully set forth at this point.

2. The advertising display located on the Property identified in this Resolution is an illegal on-premises advertising display as defined by Business and Professions Code §5499.1 and a public nuisance, and the property owner has failed to abate the nuisance by removing the illegal on-premises advertising display located on the Property.

3. Pursuant to Selma Municipal Code Section 8-5-8 and California Business and Professions Code §5499.1 et. seq., the City shall remove the advertising display utilizing City resources, or a contractor retained by the City to do so, and the cost of such removal shall be assessed against the Property as a lien which will remain on the Property until paid in full.

This Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 1st of November, 2021 by the following vote:

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

Scott Robertson, Mayor

Reyna Rivera, City Clerk

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

November 1, 2021

ITEM NO: 4.

SUBJECT: Consideration of a fee waiver request and appeal of Home Occupation Denial from Andrea Fairbanks.

RECOMMENDATION: Council consider the requests from the applicant Andrea Fairbanks and provide direction to staff on the granting or denial of the appeal and of the fee waiver.

DISCUSSION: Andrea Fairbanks submitted a request by email to waive the appeal fee and appeal the denial of a home occupation permit for 2044 Tulare Street, Selma (email attached). Andrea Fairbanks applied for a home occupation permit (HOP) to allow a home office space for Dula Services (non-medical caregiver). A Dula can provide support to an expecting mother before, during, and after the birth of her baby(ies). Clients would not be coming to the applicant's home. The applicant wishes to use her home as a home office to manage her business.

Pursuant to Section 11-3-2 of the Municipal Code, a HOP is required to establish a home business within any residential zone within the city limits. The fee adopted by the Master Fee Schedule for a HOP is \$420. When a HOP application is submitted, a letter outlining the request is mailed to six (6) neighboring property owners. Neighboring property owners have 10 days to mail an objection letter to the Community Development Department. In this case, one (1) neighboring property owner called the Community Development Department to express concerns regarding an increase in foot traffic in the neighborhood. Staff explained the HOP would not result in an increase in foot traffic to the neighborhood. The neighbor submitted his objection in writing within the 10-day response period. According to the Selma Municipal code, "In the event there are objections from any of the six (6) surrounding property owners, the City Community Development Director shall not approve a home occupation permit application." Therefore, the HOP application was denied. The applicant has appealed this denial with the submittal of an email. The Selma Municipal Code 11-3-2(F)(3) makes revocation and modification subject to Chapter 24, which requires a public hearing. The City Council has discretion to grant the appeal and approve the HOP or deny the appeal and the denial of the HOP will be upheld.

The applicant has also requested a waiver of the appeal fee. The fee established for Processing of Appeal of Staff Decision is \$1,695 plus actual costs to cover labor at fully burdened rate incurred during processing of the application. Selma Municipal Code does not explicitly provide for findings or prerequisites for the granting of fee waivers for any sort of application. Generally, the granting of fee waivers should provide for a public benefit or facilitate community needs. The City Council has granted fee waivers in the past for religious organizations and non-profit organizations. In this case, the fee waiver serves a public purpose by promoting mid-wife and end-of-life services within the community. The Council has discretion to approve or deny the request for a fee waiver.

FISCAL IMPACT: Approximate fees for the processing of an Appeal can range from \$1,500-\$2,000. These fees include hard cost and imposed costs. Imposed costs are costs associated for staff time and materials for report, whereas hard cost are costs incurred by the city or other agencies to process the appeal. Below is a breakdown of approximated costs for an Appeal request:

Imposed cost:

HOP Appeal- \$1,500.00

Hard Cost:

Radius map and mailing notices- \$944.00

Newspaper ad- \$100.00 estimate

RECOMMENDATION: Council consider the requests from the applicant Andrea Fairbanks and provide direction to staff on the granting or denial of the appeal and of the fee waiver.

Attachments:

1. Appeal and Fee Waiver Request Letter submitted by applicant
2. Home Occupation Permit application and associated materials
3. Resolution approving the Appeal
4. Resolution approve the Fee Appeal
5. Public Hearing Notice

Ralph Jimenez, Interim City Manager

Planning Department

From: Andrea Fairbanks <
Sent: Friday, October 8, 2021 11:08 PM
To: Planning Department
Subject: Request for waiver of appeals fee

I am writing to request that the Selma City Council waive the \$1695 fee and allow me to appeal the denial of the Home Occupancy Permit I applied for.

As I am still in the startup phase and have not received any income from the business yet, I do not have the funds to pay the fee. It would create a financial hardship for my family.

Thank you,
Andrea Fairbanks



C I T Y O F S E L M A

1710 TUCKER STREET - SELMA CALIFORNIA 93662

August 9, 2021

Andrea Fairbanks
2044 Tulare St.
Selma, California 93662

Re: Opposition to a Home Occupation Permit for 2044 Tulare Street, Selma, CA.

The Planning Division received one letter of opposition to your request to open an office in your home at the above address.

Selma Municipal Code Title 11-3-2 (F) provides you with the opportunity to appeal the Planning Division denial of your request see below:

In the event there are objections from any of sic (6) surrounding property owners, the secretary shall not approve a home occupation permit application. The applicant may appeal the decision of the secretary, to the planning commission, with ten (10) days following notice of the decision by the secretary to not issue the permit.

Should you have further questions, please do not hesitate to call me at (559) 891-2209, Extension 3111 or by email at planningdept@cityofselma.com.

Respectfully,

Kira Noguera
Community Development Department



CITY OF SELMA

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

July 29, 2021

RE: Home Occupation Permit
2044 Tulare St., Selma, CA 93662

Dear Property Owner:

Your neighbor located at 2044 Tulare St, Selma, CA 93662 has applied to the City of Selma for a Home Occupation Permit. The Home Occupation Permit is allowing: an office space for Doula Services (non-medical caregiver).

Section 11-3-2 (F) (16) of the City Code provides generally as follows: Applicant for a Home Occupation permit shall consult with surrounding property owners and provide evidence to the City Community Development Director that consultation has been completed. In the event there are objections from any of six (6) surrounding property owners, the City Community Development Director shall not approve a home occupation permit application.

If you object to the subject Home Occupation Permit application, please mail your objection letter to the person and address indicated below within 10 calendar days of receiving this notice. ***This will be the only notice you will receive regarding this application.*** If you do not respond in writing within the 10 day period, the City will assume you have no objections to the issuance of the subject Home Occupation Permit.

If you have any questions please contact the Community Development Department at (559) 891-2208. Mail your written objection to Lupe Macias at 1710 Tucker Street, Selma, CA 93662.

Sincerely,

Lupe Macias
Building Permit Technician
559-891-2200 ext. 3125
lmacias@cityofselma.com

I PROPERTY OWNER OF
2040 TULARE ST. SELMA,
CA. 93662,

I OBJECT TO THE CITY
CODE: SECTION 11-3-2(F)(16).
(HOME OCCUPATION PERMIT)

**CITY OF SELMA
HOME OCCUPATION PERMIT**



This application is to allow you to have a Home Business. If you have any questions contact Planning Division, City Hall 1710 Tucker Street, Selma, Ca. (559) 891-2209 X 3111

Applicant's Name: Andrea Fairbanks

Applicant's Address: 2044 Tulare St. Phone: _____

Email: _____

Nature of HOME OCCUPATION in which I propose to engage (please be specific):

Home Office for Doula Services (non-medical caregiver)

I HEREBY ACKNOWLEDGE THAT I UNDERSTAND THE HOME OCCUPATION CRITERIA AND THAT ANY VIOLATION OF THEM MAY RESULT IN REVOCATION OF THIS PERMIT. I FURTHER ACKNOWLEDGE THAT I WILL STRICTLY ADHERE TO ALL THE CRITERIA IN THE CONDUCT OF MY HOME OCCUPATION.

Signature: _____ Address: 2044 Tulare St Selma

Date: 7/29/21 Telephone: _____

Part of the application process the Code Enforcement Officer will contact surrounding property owners.

NOTE: A Business License is required by the City of Selma. After obtaining a Home Occupation Permit, it will be necessary for you to obtain a business license before you may operate your business in your home. You may file for the Business License at the time you file for the Home Occupation Permit.

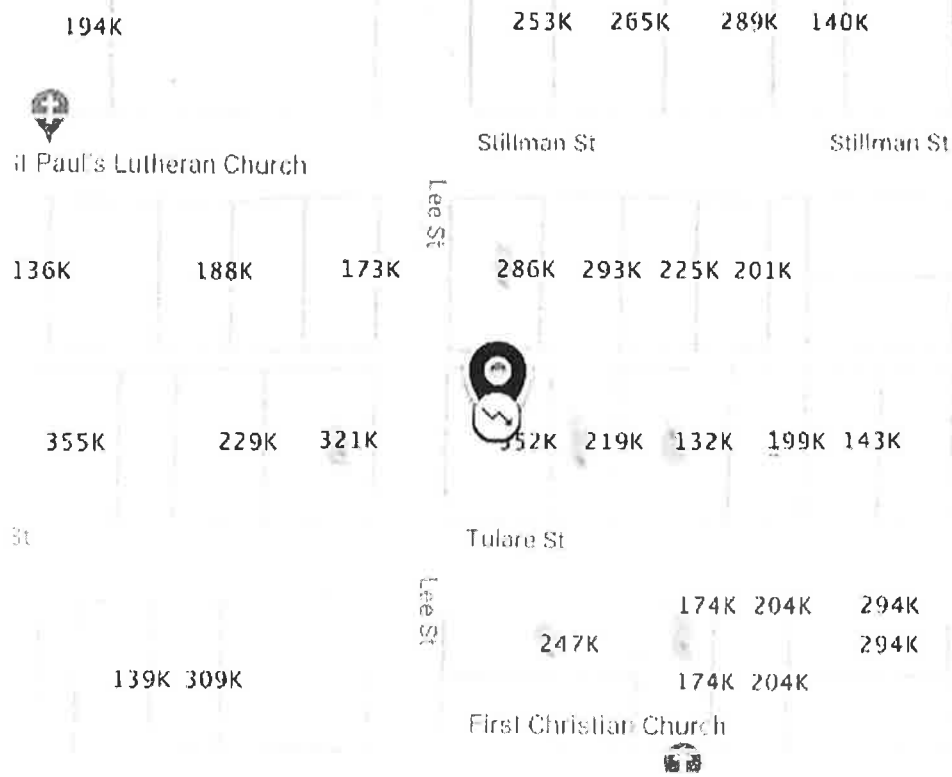
Date Received 7/29/21 Fee Paid \$420 By _____
for the City of Selma

Approved Date: 7.29.21 Denied Date: 8/9/21 By Kira Nozue
PER LETTER REC'D Community Development Staff

Logged: _____ Scanned: _____

THE CONDITIONS ON THE BACK OF THIS FORM ARE STANDARD CONDITIONS. HOWEVER THE PLANNING DEPARTMENT MAY APPLY OTHER CONDITIONS FOR EACH HOME OCCUPATION PERMIT.

City of Selma
1710 Tucker Street, Selma, California 93662
Phone (559) 891-2209
Fax (559) 896-5909



CITY OF SELMA
1710 TUCKER STREET
SELMA CA 93662

Payee: ANDREA FAIRBANKS
Date: 7/29/2021 Time: 11:25 AM
Receipt Number: FIN / 75285
Clerk: TCABATIC

ITEM	REFERENCE	AMOUNT
HOP	Address ANDREA FAIRBANKS	420.00
Total:		420.00
Check		420.00
Change:		0.00

Thank you.

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SELMA APPROVING HOME OCCUPATION PERMIT APPEAL FOR 2044 TULARE
STREET**

WHEREAS, on July 29, 2021, the Applicant applied for a Home Occupation Permit (HOP) to operate a home office for Dula Services (non-medical caregiver); and,

WHEREAS, as part of the public noticing process, a notice was sent out to surrounding property owners on July 29, 2021 to notify them of the proposed HOP license application and to give them the opportunity to object; and,

WHEREAS, the property owner at 2040 Tulare Street, Selma, submitted an objection to the HOP application, thereby requiring the Director to deny the HOP license; and,

WHEREAS, the Applicant has submitted a request to appeal the denial of their HOP license application; and,

WHEREAS, the Application applies to the property located at 2044 Tulare Street; and,

WHEREAS, the City Council of the Selma conducted a duly noticed public hearing; and,

WHEREAS, the City Council, after holding a public hearing, considered the Application and the staff report together with all public testimony of interested parties; and,

WHEREAS, the non-medical services provided by the applicant, in particular the mid-wife and end-of-life in-home services, serve a public purpose and benefit to the residents of Selma; and,

WHEREAS, the action is exempt from CEQA under existing facilities; and,

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

1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct and are incorporated herein by reference.
2. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Selma.
3. The City Council approves this Resolution and the Home Occupation Permit appeal for Andrea Fairbanks at 2044 Tulare Street to operate a home office for Dula Services (non-medical caregiver).

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

5. The City Clerk shall certify to the adoption of this Resolution, and that the same shall be in full force and effect.

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 1st day of November, 2021 by the following vote, to wit:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SELMA APPROVING A FEE WAIVER REQUEST FOR A HOME OCCUPATION PERMIT
APPEAL FOR 2044 TULARE STREET**

WHEREAS, the Applicant has applied for a fee waiver request to appeal the denial of a Home Occupation Permit (HOP) to have a home office for Doula services (non-medical caregiver); and,

WHEREAS, the approximate fee for the processing of an Appeal can range from \$1,500-\$2,000 which includes both hard cost and imposed costs as outlined in the staff report; and,

WHEREAS, the Application applies to the property located at 2044 Tulare Street; and,

WHEREAS, the City Council considered the applicant's request for a fee waiver, the staff report, and any public testimony; and,

WHEREAS, the fee waiver serves a public purpose by providing home-based mid-wife and end of life services to the residents of Selma; and,

WHEREAS, the action is exempt from CEQA under Section 15378; and,

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

1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct and are incorporated herein by reference.
2. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Selma.
3. The City Council approves this Resolution and the fee waiver request for the appeal of the denial of a Home Occupation Permit for Andrea Fairbanks at 2044 Tulare Street to operate a home office for Dula Services (non-medical caregiver).
4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. The City Clerk shall certify to the adoption of this Resolution, and that the same shall be in full force and effect.

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 1st day of November, 2021 by the following vote, to wit:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

**CITY OF SELMA
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of Selma will hold a public hearing on Monday, November 1, 2021 at 6:00 p.m., or as soon thereafter as the matter may be heard in the Council Chambers of the City Hall, 1710 Tucker Street, Selma, California, to consider the following matter:

REQUEST FOR FEE WAIVER AND APPEAL OF HOME OCCUPATION PERMIT DENIAL
– Consideration of a fee waiver request and appeal of a home occupation permit denial for 2044 Tulare Street, Selma. The applicant applied for a home occupation permit to allow an office space for Dula Services (non-medical caregiver).

A copy of all relevant materials regarding the proposed actions is on file in the Development Services Department at Selma City Hall, 1710 Tucker Street, Selma, California. Specific questions can be directed to the City's Planning Division at (559) 891-2208. *Si necesita información en Español, comuníquese con Lupe Macias al teléfono (559) 891-2208 o por correo electrónico lmacias@cityofselma.com.*

Due to the COVID-19 pandemic public health orders, which limit in-person public meetings, the public hearing will be held either in the Selma City Council Chambers, or by Teleconference Phone Number +1 301 715 8592 Webinar ID: 896 7767 7906 as specified in the meeting agenda. Please check the November 1, 2021 City Council agenda once it is posted on the City's website for information as to how to participate in the meeting. Written comments may be sent via U.S. Mail or by hand delivery to the City of Selma, at City Hall, at the address listed above.

If you challenge the nature of the proposed items in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Selma at, or prior to, the public hearing.

Reyna Rivera, City Clerk

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

November 1, 2021

ITEM NO: 5.

SUBJECT: Consideration of a Resolution Amending the Schedule of Fees and Charges for City of Selma (City) Services (User Fees)

RECOMMENDATION: Adopt Resolution Amending Schedule of Fees and Charges for City Services.

BACKGROUND: The City currently has a schedule of user fees established to recover charges for a variety of user services. In Sept 2019, the City contracted with Revenue and Cost Specialists (RCS) to conduct a user fee study to review and analyze the City's services rendered and the fees charged for those services. The last comprehensive study of user fees was performed in 2005. That study was conducted by RCS as well.

DISCUSSION: Under the law, a city may charge user fees to recoup the cost of providing user services. However, user fees can only be set in an amount that is equal to the recovery of the costs associated with the services. Once established, user fees are adjusted annually to account for changes in employee salaries, changes in service procedures, increases in overhead, and other related costs. Periodically, a comprehensive review and analysis of services and associated fees is conducted to establish an equitable fee base. Historically, the City has engaged consultants to assist the City in its review and analysis.

RCS has reviewed our existing fees, and completed a cost analysis of City services based on the above criteria, and is recommending various changes. The completed Cost of Service Study of the proposed fees was provided to the City Council in a previous Council meeting. A copy of the Study was also posted on the City's webpage at the request of the Council. In addition, attached is a summary of RCS' recommendations.

It is important to note that reviewing and analyzing the user fee schedule does not necessarily result in fee increases. Sometimes, user fees are reduced or removed based on services rendered or the addition of new Ordinance provisions. It is also important to note that any fee increase involving development can only take effect after 60 days of adoption. All other fees are effective the day following adoption.

As noted in the Executive Summary of the Study's report, if the City adopts all of the RCS' recommendations it would recover an additional \$293,800 annually

Ralph Jimenez, Interim City Manager

RESOLUTION NO. 2021 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AMENDING THE SCHEDULE OF FEES AND CHARGES
FOR CITY SERVICES (USER FEES)**

WHEREAS, the City of Selma (“City”) is permitted to adopt fees for municipal services, provided, however, that such fees do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City has conducted an extensive analysis, through Revenue & Cost Specialist, LLC, of its services, the costs reasonably borne for providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City has established a policy of recovering the full costs reasonably borne for providing special services of a voluntary and limited nature, such that general taxes are not diverted for general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services need to be adopted so that the City might carry into effect its policies; and

WHEREAS, pursuant to California Government Code (“Government Code”) section 66018, the specific fees to be charged for services must be adopted by the City Council by resolution, after providing notice and holding a public hearing; and

WHEREAS, notice of the public hearing on the proposed user fees was published in the Selma Enterprise on August 4, 2021, in accordance with the provisions of Government Code Section 6062a and the City’s Code; and

WHEREAS, on August 16, 2021, the City Council conducted a duly noticed public hearing to consider the proposed fees, and considered all testimony written and oral; and

WHEREAS, the City Council desires to amend the City’s existing fee schedule as set forth in Exhibit A, attached hereto and incorporated herein by reference, said fees do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, pursuant to Government Code section 6062a, a general explanation of the schedule of fees and charges has been published as required; and

WHEREAS, all requirements of Government Code section 66018 are hereby found to have been complied with.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

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

Section 2: Prior Resolutions. The City hereby rescinds any prior resolutions establishing a fee schedule.

Section 3: Fee Schedule Adoption. The fees set forth in Exhibit A are hereby adopted by the City Council as the fees for the services set forth therein. Said fees pertaining to development shall take effect 60 days following the date of adoption. All other fees not otherwise prohibit by law from immediate implementation shall take effect immediately following adoption of this resolution.

Section 4: Separate Fee for each Process. All fees set forth by this resolution are for each identified process. Additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit or measurement basis the fee is for each identified unit or portion thereof within the indicated ranges of such units.

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

Section 6. Effective Date. Fees pertaining to development shall take effect 60 days following the date of adoption. All others fees, not otherwise prohibit by law from immediate implementation, shall take effect immediately following of the resolution's adoption. The City Clerk shall certify the adoption of this Resolution and the date of certification shall be the date the resolution has full force and effect.

PASSED, APPROVED and ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 1st day of November, 2021, by the following roll call vote:

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

Attest:

Scott Robertson, Mayor

Reyna Rivera, City Clerk

APPENDIX A – SUMMARY OF CURRENT FEES AND PROPOSED FEES

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

<hr/>	
REF #: CD-001	TITLE: BUILDING PLAN CHECK/INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
See Appendix D	Increase Building Plan Check/Inspection fees by 45% to achieve 100% cost recovery.
	See Appendix D
<hr/>	
REF #: CD-012	TITLE: CONDITIONAL USE PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$5,000 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$4,470 per application
<hr/>	
REF #: CD-013	TITLE: ADMINISTRATIVE C.U.P.
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,100 per application	\$2,590 per application
<hr/>	
REF #: CD-014	TITLE: r/ CONDITIONAL USE PERMIT RENEWAL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,300 per application	Remove. Service no longer provided
<hr/>	
REF #: CD-015	TITLE: DEVELOPMENT AGREEMENT REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$3,135 deposit required to cover labor at fully burdened hourly rate plus actual costs incurred	\$5,000 deposit required to cover labor at fully burdened hourly rate plus actual costs incurred
<hr/>	
REF #: CD-016	TITLE: r/ ANNUAL DEVELOPMENT AGR REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$3,894 per agreement	Remove. Service no longer provided

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: CD-017

TITLE: VARIANCE REVIEW

CURRENT FEE

\$3,432 deposit required to cover labor at fully burdened rate plus actual costs incurred

RECOMMENDED FEE

\$4,175 per application

REF #: CD-018

TITLE: ADMIN VARIANCE (MINOR DEVIATION)

CURRENT FEE

\$2,388 deposit required to cover labor at fully burdened rate plus actual costs incurred

RECOMMENDED FEE

\$2,100 per application

REF #: CD-019

TITLE: SITE PLAN REVIEW

CURRENT FEE

\$3,059 deposit required to cover labor at fully burdened rate plus actual costs incurred

RECOMMENDED FEE

\$3,965 per application

REF #: CD-020

TITLE: r/ ARCHITECTURAL PLAN REVIEW

CURRENT FEE

\$2,600 deposit required to cover labor at fully burdened rate plus actual costs incurred

RECOMMENDED FEE

Remove. Service no longer provided

REF #: CD-021

TITLE: PLANNED UNIT DEVELOPMENT

CURRENT FEE

\$3,023 deposit required to cover labor at fully burdened rate plus actual costs incurred

RECOMMENDED FEE

\$3,390 per application

REF #: CD-022

TITLE: SPECIFIC PLAN AMENDMENT

CURRENT FEE

\$7,693 deposit required to cover labor at fully burdened rate plus actual costs incurred

RECOMMENDED FEE

\$4,960 per application

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

<hr/>	
REF #: CD-023	TITLE: HOME OCCUPATION PERMIT REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$420 per application plus \$129 for PD approval	\$455 per application
<hr/>	
REF #: CD-024	TITLE: SIGN REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$530 per application	\$590 per application
<hr/>	
REF #: CD-025	TITLE: TEMP SUBDIVISION SIGN REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$530 per application	\$980 per application
<hr/>	
REF #: CD-026	TITLE: ZONE CHANGE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$5,960 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$4,960 per application
	If multiple applications are involved, there will be a 25% reduction to the lowest fee
<hr/>	
REF #: CD-027	TITLE: ZONE ORDINANCE TEXT AMENDMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$5,960 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$5,255 per application
<hr/>	
REF #: CD-028	TITLE: GENERAL PLAN AMENDMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$5,905 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$4,960 per application

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

<hr/>	
REF #: CD-029	TITLE: TEMPORARY SIGN/BANNER PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$350 per permit	\$235 per permit
<hr/>	
REF #: CD-030	TITLE: PRELIMINARY PROJECT REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,820 per application	\$2,130 per application
	50% of fees are credited if formal project is submitted within 180 days
<hr/>	
REF #: CD-031	TITLE: LOT LINE ADJUSTMENT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,615 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$2,110 per application
<hr/>	
REF #: CD-031A	TITLE: LOT MERGER
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,615 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$2,070 per application
<hr/>	
REF #: CD-032	TITLE: MINOR MODIFICATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,306 per application	\$2,195 per application
<hr/>	
REF #: CD-033	TITLE: TENTATIVE PARCEL MAP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$3,669 deposit required to cover labor at fully burdened rate plus \$630 per map for Engineering review	\$3,830 per application

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: CD-034

TITLE: TENTATIVE TRACT MAP

CURRENT FEE

\$5,803 deposit required to cover labor at fully burdened rate plus
\$630 plus \$20 per lot for Engineering review

RECOMMENDED FEE

\$7,245 per application plus
\$ 360 per 50 lots beyond the first 50 lots

REF #: CD-035

TITLE: TENTATIVE MAP EXTENSION

CURRENT FEE

\$2,508 deposit required to cover labor at fully burdened rate plus
actual costs incurred

RECOMMENDED FEE

\$3,140 per application

REF #: CD-036

TITLE: ENVR CATEGORICAL EXEMPTION

CURRENT FEE

\$650 per application

RECOMMENDED FEE

\$390 per application

REF #: CD-037

TITLE: ENVIRONMENTAL IMPACT REPORT REVIEW

CURRENT FEE

Actual cost of study by consultant plus 10%

RECOMMENDED FEE

Actual cost of study by consultant plus 15%

REF #: CD-038

TITLE: ANNEXATION REQUEST

CURRENT FEE

\$7,319 deposit required to cover labor at fully burdened rate plus
actual costs incurred

RECOMMENDED FEE

\$7,020 per application

REF #: CD-039

TITLE: APPEAL TO PLANNING OR CITY COUNCIL

CURRENT FEE

\$1,658 per appeal plus actual costs

RECOMMENDED FEE

\$2,745 per appeal

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: CD-040	TITLE: LANDSCAPE PLAN CHECK
<u>CURRENT FEE</u> \$756 per application	<u>RECOMMENDED FEE</u> \$980 per application
REF #: CD-041	TITLE: r/ PUBLIC CONVENIENCE/NECESS (ABC)
<u>CURRENT FEE</u> \$2,187 per permit	<u>RECOMMENDED FEE</u> Remove. Service included in other fees
REF #: CD-042	TITLE: r/ STREET RE-NAME
<u>CURRENT FEE</u> \$245 per application	<u>RECOMMENDED FEE</u> Remove. Service no longer provided
REF #: CD-043	TITLE: r/ BUILDING RE-ADDRESS
<u>CURRENT FEE</u> \$314 per request	<u>RECOMMENDED FEE</u> Remove. Service no longer provided
REF #: CD-044	TITLE: ZONING CONFORMANCE LETTER
<u>CURRENT FEE</u> \$477 per letter	<u>RECOMMENDED FEE</u> \$295 per letter
REF #: CD-045	TITLE: r/ RADIUS MAP LISTINGS
<u>CURRENT FEE</u> \$581 per listing	<u>RECOMMENDED FEE</u> Remove. Service included in other fees

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

<hr/>	
REF #: CD-047	TITLE: PUBLIC NOTICE ADVERTISING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$376 per notice plus actual costs	Actual advertising costs
<hr/>	
REF #: CD-048	TITLE: r/ GIS PRINTOUTS/CAD
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Fully burdened rate, with 4 hours minimum	Remove. Service no longer provided
<hr/>	
REF #: CD-049	TITLE: r/ SCHOOL FEE DEFERMENT TRACKING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$100 per dwelling	Remove. Service no longer provided
<hr/>	
REF #: CD-050	TITLE: LONG RANGE PLANNING FEE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
10% of building permit in addition to planning entitlements	11% of building permit
<hr/>	
REF #: CD-051	TITLE: FORTUNE TELLER LAND USE PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$1,420 per application	\$4,530 per application
<hr/>	
REF #: CD-052	TITLE: FORTUNE TELLER LAND USE RENEWAL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$424 per application	\$160 per application

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: CD-053	TITLE: r/ MEDICAL MARIJUANA CULTIV NEW
<u>CURRENT FEE</u> \$1,420 per application	<u>RECOMMENDED FEE</u> Remove. Service no longer available
REF #: CD-054	TITLE: r/ MEDICAL MARIJUANA CULTIV RENEW
<u>CURRENT FEE</u> \$424 per application	<u>RECOMMENDED FEE</u> Remove. Service no longer available
REF #: CD-055	TITLE: r/ FORTUNE TELLER LICENSE
<u>CURRENT FEE</u> \$424 per application	<u>RECOMMENDED FEE</u> Remove. Service no longer available
REF #: CD-056	TITLE: r/ FORTUNE TELLER LICENSE RENEWAL
<u>CURRENT FEE</u> \$424 per application	<u>RECOMMENDED FEE</u> Remove. Service included in other fees
REF #: CD-057	TITLE: STORAGE CONTAINER PERMIT
<u>CURRENT FEE</u> \$10 per permit	<u>RECOMMENDED FEE</u> \$40 per permit
REF #: CD-058	TITLE: FENCE PLACEMENT PERMIT
<u>CURRENT FEE</u> \$10 per permit	<u>RECOMMENDED FEE</u> \$40 per permit

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: CD-060	TITLE: [MITIGATED] NEGATIVE DECLARATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$2,000 deposit required to cover labor at fully burdened rate plus actual costs incurred	Actual outside costs to process MND/Negative Declaration, plus 10% for administrative review
REF #: CD-062	TITLE: CHRISTMAS TREE LOT PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$110 per permit
REF #: CD-063	TITLE: TECHNOLOGY SURCHARGE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	3.3% of building permit
REF #: CD-064	TITLE: ADDITIONAL PLAN REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	Fully allocated hourly rate with 1 hour minimum
REF #: EN-001A	TITLE: GRADING PLAN CHECK - COMMERCIAL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Minor (individual lots) - \$560 per plan Major (subdivisions or multiple lots) - \$840 plus \$15 per unit/lot \$140 per review after 3rd plan review	\$2,800 - 2 acres or less plus \$ 180 - Ea addl 2 acres
REF #: EN-001B	TITLE: GRADING PLAN CHECK - INDUSTRIAL
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Minor (individual lots) - \$560 per plan Major (subdivisions or multiple lots) - \$840 plus \$15 per unit/lot \$140 per review after 3rd	\$1,905 - 5 acres or less plus \$ 180 - Ea addl 5 acres

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: EN-001C

TITLE: GRADING PLAN CHECK - RESIDENTIAL

CURRENT FEE

Minor (individual lots) - \$560 per plan
Major (subdivisions or multiple lots) - \$840 plus \$15 per unit/lot
\$140 per review after 3rd

RECOMMENDED FEE

\$1,190 - 4 lots or less plus
\$ 55 - Ea lot Beyond 4th

REF #: EN-002A

TITLE: GRADING INSPECTION - COMMERCIAL

CURRENT FEE

Minor (individual lots) - \$ 141 per inspection
Major (multiple lots) - \$ 420 per inspection + \$10 per unit/lot

RECOMMENDED FEE

\$1,585 - 2 acres or less plus
\$ 360 - Ea addl 2 acres

REF #: EN-002B

TITLE: GRADING INSPECTION - INDUSTRIAL

CURRENT FEE

Minor (individual lots) - \$ 141 per inspection
Major (multiple lots) - \$ 420 per inspection + \$10 per unit/lot

RECOMMENDED FEE

\$1,945 - 5 acres or less plus
\$ 360 - Ea addl 5 acres

REF #: EN-002C

TITLE: GRADING INSPECTION - RESIDENTIAL

CURRENT FEE

Minor (individual lots)- \$ 141 per inspection.
Major (multiple lots) - \$ 420 per inspection + \$10 per unit/lot

RECOMMENDED FEE

\$1,230 - 4 lots or less
\$ 145 - Ea lot (5th - 10th)
\$ 45 - Ea lot (11th - 50th)
\$ 30 - Ea lot (beyond 50th)

REF #: EN-003

TITLE: FINAL PARCEL MAP REVIEW

CURRENT FEE

\$1,469 per map + \$40 per parcel

RECOMMENDED FEE

\$2,865 per map plus
\$ 60 ea lot

REF #: EN-004

TITLE: FINAL TRACT MAP REVIEW

CURRENT FEE

\$2,704 per map + \$20 per unit/lot

RECOMMENDED FEE

\$4,295 per map plus
\$ 45 ea lot

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: EN-005

TITLE: FINAL MAP AMENDMENT REVIEW

CURRENT FEE

Fully burdened rate with 3 hour minimum plus actual costs incurred

RECOMMENDED FEE

\$895 per application

REF #: EN-006

TITLE: PUBLIC IMPROVEMENT PLAN CHECK

CURRENT FEE

\$1,400 per plan + \$40 per unit/lot

RECOMMENDED FEE

Engineer's estimated cost of improvements
\$1,555 - base up to \$100,000 plus
\$ 440 - every \$100,000 from \$100,000 to \$1,000,000 plus
\$ 336 - every \$100,000 beyond \$1,000,000

REF #: EN-007

TITLE: PUBLIC IMPROVEMENT INSPECTION

CURRENT FEE

2% of first \$20,000 of Engineer's estimated cost of improvements
1.5% over \$20,000 of Engineer's estimated cost of improvements.

RECOMMENDED FEE

3.78% of Engineer's estimated cost of improvements

REF #: EN-009A

TITLE: ENCROACHMENT PERMIT

CURRENT FEE

\$142.50 per permit plus \$142.50 per inspection

RECOMMENDED FEE

\$260 per permit

REF #: EN-009C

TITLE: ENCROACHMENT RE-INSPECTION

CURRENT FEE

\$100 per re-inspection

RECOMMENDED FEE

\$195 per re-inspection

REF #: EN-009D

TITLE: PENALTY, WORKING IN R.O.W. W/O PRMT

CURRENT FEE

\$500 penalty

RECOMMENDED FEE

\$500 penalty

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: EN-009E		TITLE: PENALTY, FAIL TO COMPLY W/ ENC PRMT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$500 penalty		\$500 penalty	
REF #: EN-009F		TITLE: r/ SIDEWALK CLOSURE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$100 per application		Remove. Service included in other fees	
REF #: EN-009G		TITLE: TRAFFIC CONTROL	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$190 - Lane closure (excludes 1-day alley closures) \$475 - Detour		\$180 per plan plus \$90 each day	
REF #: EN-009H		TITLE: MISCELLANEOUS ENCROACHMENT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$95 per hour		Actual staff and outside costs	
REF #: EN-009I		TITLE: r/ AT RISK PERMIT PROCESSING	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$100 per permit		Remove. Service no longer provided	
REF #: EN-011		TITLE: FINAL CONDO CONVERSION MAP	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$1,080 per map		\$5,000 initial deposit for actual staff and outside costs	

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

<hr/>	
REF #: EN-012	TITLE: SPECIAL ENGINEERING SERVICES
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Labor at fully burdened rate plus actual costs incurred	Initial deposit determined by the City for actual staff and outside costs
<hr/>	
REF #: EN-013	TITLE: r/ LANDSCAPE MAINTENANCE ASSMT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Labor at fully burdened rate plus actual costs incurred	Remove. Service no longer provided
<hr/>	
REF #: EN-014	TITLE: r/ OFF-SITE LANDSCAPE PLAN CHECK
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$519 per plan	Remove. Service provided in planning and engineering plan check fees
<hr/>	
REF #: EN-015	TITLE: r/ OFF-SITE LANDSCAPE INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$126 per inspection \$59 per reinspection	Remove. Service provided in other fees
<hr/>	
REF #: EN-017	TITLE: r/ TENTATIVE PARCEL MAP REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$630 per map	Remove. Combined with Planning fee
<hr/>	
REF #: EN-018	TITLE: r/ TENTATIVE TRACT MAP REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$630 + \$20 per lot	Remove. Combined with Planning fee

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<hr/>	
REF #: EN-019	TITLE: ANNUAL ENCROACHMENT PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$525 per application	\$785 per application
<hr/>	
REF #: EN-020	TITLE: r/ DEED OR TITLE REVIEW
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$470 per deed plus additional filing fees (see deed review form)	Remove. Service no longer provided
<hr/>	
REF #: EN-023	TITLE: STREET/R.O.W. ABANDON/VACATION PROC
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$5,000 deposit for actual staff and outside costs
<hr/>	
REF #: EN-025	TITLE: PUBLIC EASEMENT CREATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$5,000 initial deposit for actual staff and outside costs
<hr/>	
REF #: EN-027	TITLE: RIGHT OF WAY DEDICATION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$2,145 per application
<hr/>	
REF #: EN-028	TITLE: BOND REDUCTION/RELEASE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$490 per request

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<hr/>	
REF #: EN-029	TITLE: CERTIFICATE OF COMPLIANCE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$535 per letter
<hr/>	
REF #: EN-030	TITLE: ADDITIONAL ENGINEERING PLAN CHECK
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	Actual cost with 2 hour minimum
<hr/>	
REF #: FI-001	TITLE: FIRE FALSE ALARM RESPONSE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$100 for 3rd false alarm in a 12 month period \$200 for 4th false alarm in a 12 month period \$400 for 5th false alarm in a 12 month period \$800 each subsequent false alarm	\$100 for 3rd false alarm in a 12 month period \$200 for 4th false alarm in a 12 month period \$500 for 5th and each subsequent false alarm
<hr/>	
REF #: FI-002	TITLE: ANNUAL FIRE CODE INSPECTION
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$128 per year	\$ 60 - Small apartment/business (1 - 1,000sf) \$145 - Medium apartment/business (1,001 - 10,000sf) \$495 - Large apartment/business (+10,000 sf)
<hr/>	
REF #: FI-005	TITLE: r/ FIRE/AMBULANCE REPORT COPY
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$15 per report	Remove. Refer to COPY - PRINT fee
<hr/>	
REF #: FI-006	TITLE: HAZARDOUS MATERIAL INSP. AND PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Fully burdened rate with 1 hour minimum plus actual costs	Fully burdened rate with 1 hour minimum plus actual costs

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REF #: FI-007	TITLE: r/ STATE MAND FIRE INSP HOSPITALS
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$ 229 - 1 to 10,000 sq ft	Remove. Service combined with other fees
\$ 437 - 10,001 to 25,000 sq ft	
\$ 644 - 25,001 to 40,000 sq ft	
\$ 852 - 40,001 to 75,000 sq ft	
\$1,060 - 75,001+ sq ft	
REF #: FI-011	TITLE: FIRE HOOD/DUCT PLAN CHECK/INSP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$268 per plan check and inspection	\$415 per plan check and inspection
REF #: FI-013	TITLE: FIRE ALARM PLAN CHECK/INSP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$405 per plan check & Inspection	\$415 per plan check and inspection
REF #: FI-014	TITLE: FIRE SPRINKLER PLAN CHECK/INSP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$383 per plan check & Inspection	\$495 first 10k Sq Ft or less plus
	\$165 ea addl 10k Sq Ft
REF #: FI-014A	TITLE: MASTER PLAN SPRINKLER PC/INSP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$383 per plan check & Inspection	\$330 review per model plan plus
	\$330 inspection per unit/building
REF #: FI-015	TITLE: r/ FIRE FLOW TEST
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$200 per test	Remove. Service no longer provided

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<hr/>	
REF #: FI-016	TITLE: FIRE SUPPRESSION STAND-BY
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Actual cost using fully burdened rate	Actual cost using fully burdened rate
<hr/>	
REF #: FI-017	TITLE: FIREWORKS STAND REVIEW AND INSP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$160 per stand	\$145 per stand
<hr/>	
REF #: FI-018	TITLE: PUBLIC FIREWORKS REVIEW AND INSP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$357 per review includes plan review, permit and primary inspection	\$495 per event
<hr/>	
REF #: FI-019	TITLE: SPECIAL EVENT FIRE INSP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$383 per event	Fully burdened rate with 1 hour minimum plus actual costs
<hr/>	
REF #: FI-020	TITLE: CHRISTMAS TREE LOT FIRE INSP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$90 per lot	\$330 per lot
<hr/>	
REF #: FI-021	TITLE: r/ CPR CLASS FEE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$65 - professional \$45 - all others	Remove. Service no longer provided

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REF #: FI-022	TITLE: r/ EMT CLASS FEE
<u>CURRENT FEE</u> \$550 per participant	<u>RECOMMENDED FEE</u> Remove. Service no longer provided
REF #: FI-023	TITLE: ILLEGAL BURN SUPPRESSION CITATION
<u>CURRENT FEE</u> See Administration Citation in Selma Municipal Code	<u>RECOMMENDED FEE</u> See Administration Citation in Selma Municipal Code
REF #: FI-024	TITLE: OVERHEAD SYSTEM-HANGER INSP
<u>CURRENT FEE</u> \$160 per inspection	<u>RECOMMENDED FEE</u> \$165 per inspection
REF #: FI-025	TITLE: OVERHEAD SYSTEM-PRESSURE TEST
<u>CURRENT FEE</u> \$160 per inspection	<u>RECOMMENDED FEE</u> \$165 per inspection
REF #: FI-026	TITLE: UNDERGROUND SYSTEM-TRUST BLOCK INSP
<u>CURRENT FEE</u> \$160 per inspection	<u>RECOMMENDED FEE</u> \$330 per inspection
REF #: FI-027	TITLE: UNDERGROUND SYSTEM-FLUSH & PRESSURE
<u>CURRENT FEE</u> \$160 per inspection	<u>RECOMMENDED FEE</u> \$330 per inspection

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REF #: FI-028

TITLE: COMMERCIAL LIFE/SAFETY PLAN CHECK

CURRENT FEE

25% of building permit fees

RECOMMENDED FEE

Remove. Service included in other fees

REF #: FI-029

TITLE: CONTRACTED FIRE PLAN REVIEW/INSP

CURRENT FEE

Actual cost of consultant plus 25%

RECOMMENDED FEE

Actual cost of consultant plus 25%

REF #: FI-031

TITLE: DANGEROUS & SUBSTANDARD BLDG INSP

CURRENT FEE

Fully burdened rate with 1 hour minimum plus actual costs

RECOMMENDED FEE

Fully burdened rate with 1 hour minimum plus actual costs

REF #: FI-032

TITLE: AFTER HOURS FIRE PLAN REVIEW

CURRENT FEE

Fully burdened over time rate with 1 hour minimum plus actual costs

RECOMMENDED FEE

1.2x fully burdened rate with 1 hour minimum plus actual costs

REF #: FI-033

TITLE: AFTER HOURS INSPECTION

CURRENT FEE

Fully burdened over time rate with 1 hour minimum plus actual costs

RECOMMENDED FEE

1.2x fully burdened rate with 1 hour minimum plus actual costs

REF #: FI-041

TITLE: SPRAY BOOTH PLAN REVIEW AND INSP

CURRENT FEE

\$255 per application

RECOMMENDED FEE

\$415 per application

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REF #: FI-042		TITLE: ADDITIONAL FIRE PLAN REVIEW	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$125 each plan recheck		Fully burdened rate with 1 hour minimum	
REF #: FI-043		TITLE: ADDITIONAL FIRE INSPECTION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$125 each reinspection		Fully burdened rate with 1 hour minimum	
REF #: FI-090		TITLE: AMBULANCE SERVICES	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
See Appendix E		No change. See Appendix E	
REF #: MC-001		TITLE: BUSINESS LICENSE RENEWAL	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$35 per licenses administration fee \$5 reprint charge for lost or destroyed Business License Certificate		\$30 per license	
REF #: MC-002		TITLE: NEW BUSINESS LICENSE APPLICATION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$155 per license		\$205 - in town \$ 30 - out of town	
REF #: MC-003		TITLE: RETURN CHECK PROCESSING	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$25 per check		\$115 per check	

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REF #: MC-004

TITLE: r/ BUSINESS LICENSE LISTING

CURRENT FEE

\$15 research charge plus \$0.15 per page printed.
No charge per page for pdf

RECOMMENDED FEE

Remove. Service no longer provided

REF #: MC-005

TITLE: YARD SALE PERMIT

CURRENT FEE

\$11 per permit
\$20 if the permit is not purchased before the sale is held (\$11 permit & \$9 penalty)
Limit 3 permits per calendar year per residence

RECOMMENDED FEE

\$20 per permit
\$30 if the permit is not purchased before the sale is held (\$20 permit & \$10 penalty)
Limit 3 permits per calendar year per residence

REF #: MC-006

TITLE: ANIMAL LICENSE

CURRENT FEE

\$20.00 per year - Unaltered
\$10.00 per year - Altered (spayed or neutered)

Senior Citizens - 62 and over - 50% discount
\$10.00 per year - Unaltered
\$5.00 per year - Altered (spayed or neutered)

If paid after 3/31 50% penalty

RECOMMENDED FEE

\$20.00 per year - Unaltered
\$10.00 per year - Altered (spayed or neutered)

Senior Citizens - 62 and over - 50% discount
\$10.00 per year - Unaltered
\$5.00 per year - Altered (spayed or neutered)

If paid after 3/31 50% penalty

REF #: MC-007

TITLE: r/ RECORDS RESEARCH SERVICE

CURRENT FEE

First 15 minutes no charge
\$15.00 for each 15 minutes thereafter

RECOMMENDED FEE

Remove. Service now included under the California Public Records Act

REF #: MC-008A

TITLE: COPY - PRINTED

CURRENT FEE

\$15.00 look-up charge plus \$0.15 per page

RECOMMENDED FEE

\$0.10 per page

California Government Code 81008
\$0.10 per page - FPPC related document

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REF #: MC-008B		TITLE: COPY - DIGITAL	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
None		\$5 per device	
REF #: MC-009		TITLE: r/ NOTARY CERTIFICATION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$10 per certification		Remove. Service no longer provided	
REF #: MC-015		TITLE: r/ RENTAL PROPERTY MAINTENANCE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Actual cost using fully burdened rate		Remove. Service no longer provided	
REF #: MC-017		TITLE: REVOLVING LOAN APPLICATION	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$75 per application		\$75 per application. Fee set by City Resolution	
REF #: MC-018		TITLE: REVOLVING LOAN ANNUAL ADMIN	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$100 per loan		\$100 per loan. Fee set by City Resolution	
REF #: MC-019		TITLE: LIEN PROCESSING	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
None		\$260 per lien	

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REF #: MC-020		TITLE: LIEN REMOVAL	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
None		\$65 per lien	
REF #: PO-001		TITLE: SPECIAL BUSINESS REVIEW	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$422 per business		\$405 per business	
REF #: PO-002		TITLE: BICYCLE LICENSE FEE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$5 per bicycle		Selma Municipal Code 10-12-7 sets fee at \$1.50 per bicycle	
REF #: PO-003		TITLE: NOISE DISTURBANCE RESPONSE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
See Administration Citation		See Administrative Citation	
REF #: PO-004		TITLE: POLICE FALSE ALARM REPONSE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
No charge for first 2 responses		\$100 for 3rd false alarm in a 12 month period	
\$65 for 3rd false alarm in a 12 month period		\$200 for 4th false alarm in a 12 month period	
\$100 for 4th false alarm in a 12 month period		\$500 for 5th and each subsequent false alarm	
\$150 for 5th false alarm in a 12 month period			
\$500 for each subsequent false alarm			
REF #: PO-005		TITLE: RECORDS CLERK/CLEARANCE LETTERS	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$32 per letter		\$15 per letter	

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REF #: PO-006	TITLE: r/ POLICE PHOTOGRAPH REPRODUCTION
<u>CURRENT FEE</u> \$10 plus actual duplication costs	<u>RECOMMENDED FEE</u> Remove. Service no longer provided
REF #: PO-007	TITLE: r/ VIDEO/AUDIO TAPE REPRODUCTION
<u>CURRENT FEE</u> \$65 plus actual duplication costs	<u>RECOMMENDED FEE</u> Remove. Refer to COPY - DIGITAL fee
REF #: PO-008	TITLE: r/ POLICE REPORT COPY
<u>CURRENT FEE</u> \$15 per report plus \$.10 per page	<u>RECOMMENDED FEE</u> Remove. Refer to COPY - PRINT fee
REF #: PO-008A	TITLE: TRAFFIC ACCIDENT REPORT
<u>CURRENT FEE</u> \$15 per report plus \$.10 per page	<u>RECOMMENDED FEE</u> \$35 per report
REF #: PO-009	TITLE: r/ CITATION COPY CHARGE
<u>CURRENT FEE</u> \$15 per citation	<u>RECOMMENDED FEE</u> Remove. Refer to COPY - PRINT fee
REF #: PO-010	TITLE: SUBPOENA - WITNESS AND DOCUMENTS
<u>CURRENT FEE</u> Fees are set and established by Government code section 68097.2 \$275	<u>RECOMMENDED FEE</u> Subpoenaed employee - \$275 per day (CA Govt Code 68096.1(b) and 68097.2(b)) Subpoena Duces Tecum - \$15 (CA Evidence Code 1563(b)(6))

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REF #: PO-011	TITLE: VEHICLE EQPMT CORRECTION INSP
<u>CURRENT FEE</u> \$16 per sign-off	<u>RECOMMENDED FEE</u> \$30 per sign-off
REF #: PO-012	TITLE: DUI ARREST/ACCIDENT REPONSE
<u>CURRENT FEE</u> \$450 per accident and arrest plus other actual costs. See DUI recovery cost form for additional costs	<u>RECOMMENDED FEE</u> California Government Code 53155 Charge the actual costs incurred up to \$12,000 per response for all responding personnel
REF #: PO-013	TITLE: SPECIAL POLICE SERVICES
<u>CURRENT FEE</u> Actual cost using fully burdened rate	<u>RECOMMENDED FEE</u> Actual cost using fully burdened rate
REF #: PO-014	TITLE: IMPOUND VEHICLE RELEASE
<u>CURRENT FEE</u> \$190 per vehicle	<u>RECOMMENDED FEE</u> \$105 per vehicle
REF #: PO-015	TITLE: REPOSSESSED VEHICLE PROCESSING
<u>CURRENT FEE</u> State mandated \$15 per vehicle and pass through other actual costs	<u>RECOMMENDED FEE</u> State mandated \$15 per vehicle and pass through other actual costs
REF #: PO-016	TITLE: SPECIAL EVENTS PERMIT
<u>CURRENT FEE</u> Minor event (One day ABC license, sound permit, dance permit, etc.) - \$80 per permit (e.g. sound permit) Major event (Events requiring multi department planning committee, such as band festival, chili cook-off, car shows, etc.) - \$880 per permit	<u>RECOMMENDED FEE</u> \$670 - Event on private property \$945 - Event on City property Plus any additional charges for ABC license, sound permit, and temporary encroachment permit.

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REF #: PO-017

TITLE: r/ ANIMAL REDEMPTION

CURRENT FEE

1st offense - \$45 plus \$5 per day
2nd offense - \$90 plus \$5 per day
All additional - \$135 plus \$5 per day

RECOMMENDED FEE

Remove. Service no longer provided by City staff

REF #: PO-018

TITLE: VIN VERIFICATION

CURRENT FEE

\$60 per vehicle

RECOMMENDED FEE

\$25 per vehicle

REF #: PO-019

TITLE: WEAPON STORAGE AND RELEASE

CURRENT FEE

\$26 per weapon

RECOMMENDED FEE

California Penal Code 12021.3(j)(1)
\$245 plus \$1 per firearm per day for storage

REF #: PO-020

TITLE: ANIMAL NOISE DISTURBANCE

CURRENT FEE

See Administration Citation

RECOMMENDED FEE

See Administrative Citation

REF #: PO-021

TITLE: r/ VOLUNTARY ANIMAL REL TO SHELTER

CURRENT FEE

\$37 per request

RECOMMENDED FEE

Remove. Service no longer provided by City staff

REF #: PO-022

TITLE: STORED VEHICLE RELEASE PROCESSING

CURRENT FEE

\$120 per vehicle

RECOMMENDED FEE

\$105 per vehicle

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REF #: PO-023		TITLE: r/ COURT ORDER SERVICE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$31 per filing		Remove. Service no longer provided	
REF #: PO-024		TITLE: r/ PRIV PROPERTY ACCIDENT INV FEE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
No charge if only exchange of information and traffic clearance \$65 if written report is filed at police station.		Remove. No longer a fee based service	
REF #: PO-025		TITLE: r/ FILING FALSE REPORT CHARGE	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Actual cost using fully burdened rate.		Remove. No longer a fee based service	
REF #: PO-026		TITLE: r/ POLICE CLASSES (POST)	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
Amount set by POST		Remove. Service no longer provided	
REF #: PO-027		TITLE: LIVE SCAN	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$32 plus applicable DOJ Fee		\$35 plus applicable DOJ Fee	
REF #: PO-028		TITLE: BINGO LICENSE PERMIT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
No Current Fee		This fee is limited by State law \$50 per permit Remote Caller - Actual Cost	

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REF #: PO-030	TITLE: TEMPORARY ABC LICENSE
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
None	\$30 per license
REF #: PW-001	TITLE: STREET BLOCK PERMIT (NEIGHBORHOOD)
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$75 per permit. No charge for neighborhood watch programs	\$175 per permit. No charge for Neighborhood Watch programs
REF #: PW-001A	TITLE: BARRICADE RENTAL & SETUP
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$5 per barricade	\$10.00 per barricade \$10.00 per delineator \$ 7.50 per cone
REF #: PW-002	TITLE: OVERWIDE/LONG/HEAVY LOAD PERMIT
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
\$16 per single trip \$90 for annual permit	These fees are set by the State \$16 - Daily permit \$90 - Annual permit
REF #: PW-003	TITLE: r/ STORM DRAIN MAINT (FLOOD CONT)
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Actual cost using fully burdened rate	Remove. Service no longer provided
REF #: PW-004	TITLE: r/ STREET SWEEPING
<u>CURRENT FEE</u>	<u>RECOMMENDED FEE</u>
Based on Garbage contract	Excluded. Not part of comprehensive user fee study

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REF #: PW-005

TITLE: SPECIAL TRAFFIC MARKING

CURRENT FEE

\$250 per request plus actual costs

RECOMMENDED FEE

Actual staff and material costs

REF #: PW-006

TITLE: WEED ABATEMENT

CURRENT FEE

\$335 administrative fee plus actual cost of contractor to abate lots.

RECOMMENDED FEE

\$ 130 - if property is cleaned up after 3rd notice and inspection
\$1,475 plus actual outside costs - those non-responsive through abatement

REF #: PW-007

TITLE: r/ MEDIAN AND ISLAND MAINTENANCE

CURRENT FEE

Actual cost using fully burdened rate

RECOMMENDED FEE

Remove. Service no longer provided

REF #: PW-008

TITLE: r/ RIGHT OF WAY CLEAN UP CHARGE

CURRENT FEE

Actual cost using fully burdened rate

RECOMMENDED FEE

Remove. Service no longer provided

REF #: PW-009

TITLE: r/ UTILITY STREET USAGE

CURRENT FEE

See franchise agreement

RECOMMENDED FEE

Remove. Service no longer provided

REF #: PW-010

TITLE: r/ SEWER UTILITY STREET USAGE

CURRENT FEE

See SKF franchise agreement

RECOMMENDED FEE

Remove. Service no longer provided

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REF #: PW-011

TITLE: r/ GARBAGE UTILITY STREET USAGE

CURRENT FEE

10% franchise fee charged on gross garbage billing

RECOMMENDED FEE

Remove. Service is not part of fee study

REF #: PW-012

TITLE: r/ ALLEY MAINTENANCE

CURRENT FEE

Actual cost using fully burdened rate

RECOMMENDED FEE

Remove. Service no longer provided

REF #: PW-013

TITLE: STREET TREE MAINTENANCE

CURRENT FEE

Actual cost using fully burdened rate

RECOMMENDED FEE

Actual cost using fully burdened rate

REF #: PW-014

TITLE: r/ STREET LIGHT MAINTENANCE

CURRENT FEE

Actual cost using fully burdened rate

RECOMMENDED FEE

Remove. Service no longer provided

REF #: PW-015

TITLE: r/ TRAFFIC SIGNAL MAINTENANCE

CURRENT FEE

Actual cost using fully burdened rate

RECOMMENDED FEE

Remove. Service no longer provided

REF #: PW-016

TITLE: r/ PARKING LOT MAINTENANCE

CURRENT FEE

Actual cost using fully burdened rate

RECOMMENDED FEE

Remove. Service no longer provided

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REF #: PW-017		TITLE: SWIMMING POOL DRAINAGE PERMIT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$60 per permit		\$55 per permit	
REF #: PW-018		TITLE: DAMAGE TO CITY PROPERTY	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
None		Fully burdened rate with plus actual costs of materials and services	
REF #: PW-019		TITLE: TEMPORARY ENCROACHMENT PERMIT	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
None		\$65 per permit	
REF #: PW-020		TITLE: BANNER HANGING	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
None		\$395 per event	
REF #: PW-021		TITLE: LIGHT POLE BANNERS	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
None		\$265 per event	
REF #: RE-001		TITLE: ADULT SPORTS PROGRAMS	
<u>CURRENT FEE</u>		<u>RECOMMENDED FEE</u>	
\$400 per team - Co-ed Softball		\$450 per team - Co-ed Softball	
\$460 per team - Men's Softball			
\$400 per team - Men's Basketball			
\$145 per team - Co-ed Volleyball			

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: RE-002

TITLE: YOUTH SPORTS PROGRAMS

CURRENT FEE

\$50 per participant - T-ball
\$40 per participant - Girls Softball
\$40 per participant - Youth Basketball
\$30 per participant - Basketball Clinic

RECOMMENDED FEE

\$50 per participant - T-ball

REF #: RE-003

TITLE: r/ YOUTH CENTER SERVICES

CURRENT FEE

No charge

RECOMMENDED FEE

Remove. Service not a user fee

REF #: RE-004

TITLE: ADULT PRIVATE BALL FIELD USAGE

CURRENT FEE

\$30 - Administration charge
\$35 - Field preparation
\$70/day - Field use

RECOMMENDED FEE

\$35 - Administration charge
\$50 - Field preparation
\$70/day - Field use

REF #: RE-005

TITLE: YOUTH PRIVATE BALL FIELD USAGE

CURRENT FEE

\$400 per youth organization

RECOMMENDED FEE

\$400 per youth organization
Per City Council Action on November 17, 2014 and 2018

REF #: RE-006

TITLE: BALL FIELD LIGHTING RENTAL

CURRENT FEE

\$30 per hour with a 2 hour minimum
\$5 administration fee per rental

RECOMMENDED FEE

\$30 per hour with a 2 hour minimum
\$15 administration fee per rental

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: RE-007

TITLE: PARK RENTAL

CURRENT FEE

Residents - \$100 per day
Non-residents - \$145 per day

RECOMMENDED FEE

Residents
\$200/day - 200 or less participants
\$350/day - Over 200 participants

Non-Residents
\$300/day - 200 or less participants
\$500/day - Over 200 participants

Plus facility attendant if needed

REF #: RE-008

TITLE: PICNIC SHELTER RENTAL

CURRENT FEE

\$40/day - Residents
\$75/day - Non Residents
\$ 5/day - Electricity use with a bounce house

RECOMMENDED FEE

\$45/day - Small shelter
\$85/day - Large shelter
\$10/day - Electricity access
plus any County fees

REF #: RE-009

TITLE: CHILDREN'S PERFORMING ARTS CLASSES

CURRENT FEE

\$50/participant - Cool Kids
\$40/participant - Cool Kid Prelude
\$25/participant - Theater Workshop
\$2.50/ticket - Children under 12

RECOMMENDED FEE

\$50/participant - Cool Kids
\$40/participant - Cool Kid Prelude
\$25/participant - Theater Workshop
\$2.50/ticket - Children under 12

REF #: RE-010

TITLE: r/ SWIMMING RECREATIONAL

CURRENT FEE

\$1.25 Children (12 and under)
\$1.50 Adult (13 and over)

RECOMMENDED FEE

Remove. Service no longer provided

REF #: RE-011

TITLE: r/ SWIMMING LESSONS

CURRENT FEE

No fee structure at this time

RECOMMENDED FEE

Remove. Service no longer provided

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: RE-012

TITLE: r/ SWIMMING POOL RENTAL

CURRENT FEE

No fee structure at this time

RECOMMENDED FEE

Remove. Service no longer provided

REF #: RE-013

TITLE: BOOTH SPACE RENTAL

CURRENT FEE

\$75 per booth plus any County inspection fees

RECOMMENDED FEE

\$100 per booth plus any County inspection fees

REF #: RE-014

TITLE: PIONEER VILLAGE RENTAL

CURRENT FEE

1-100 attendees - \$150 first 5 hours + \$30/hr ea addl
101-200 attendees - \$250 first 5 hours + \$50/hr ea addl
201-300 attendees - \$350 first 5 hours + \$70/hr ea addl
301-400 attendees - \$500 first 5 hours + \$90/hr ea addl

RECOMMENDED FEE

1-100 attendees - \$200 first 5 hours + \$30/hr ea addl
101-200 attendees - \$300 first 5 hours + \$50/hr ea addl
201-300 attendees - \$400 first 5 hours + \$70/hr ea addl
301-400 attendees - \$550 first 5 hours + \$90/hr ea addl

REF #: RE-015

TITLE: r/ SALAZAR CENTER RENTAL

CURRENT FEE

See Arts Center rental schedule

RECOMMENDED FEE

Remove. Service no longer provided

REF #: RE-016A

TITLE: ARTS CENTER RENTAL

CURRENT FEE

\$350 per 3-4 hour show/event
\$500 per 4-8 hour show/event
\$250 non-refundable deposit two months in advance to secure event date
\$250 cleaning/ damage refundable deposit
Fully burdened rate for staff if required for cleaning or event staffing

RECOMMENDED FEE

\$500 per 4 hour show/event, plus staff time at event
\$100 each additional hour, plus staff time at event
\$250 non-refundable deposit two months in advance to secure event date
\$250 refundable cleaning/ damage deposit
Fully burdened rate for staff if required for cleaning

REF #: RE-016B

TITLE: ARTS CENTER ENTERPRISE FUND

CURRENT FEE

RECOMMENDED FEE

July 21, 2021

**CITY OF SELMA
FEE COMPARISON REPORT
FY 2020-21**

REF #: RE-017

TITLE: CITY RECREATION CLASS FEE

CURRENT FEE

Actual cost using fully burdened hourly rate plus cost of class materials.

RECOMMENDED FEE

Actual cost plus cost of class materials

REF #: RE-018

TITLE: SENIOR CENTER RENTAL

CURRENT FEE

Selma Youth Organizations - No Charge
Selma Non Profit Organizations - \$12/hr
Selma Individual Resident - \$15/hr
Non-resident - \$20/hr
Kitchen (min 3 hours) - \$10/hr
Facility Attendant - \$15/hr
Administrative Fee - \$20

RECOMMENDED FEE

\$240 per event

REF #: RE-019

TITLE: RISERS (AT ART CENTER)

CURRENT FEE

None

RECOMMENDED FEE

\$410 per event

REF #: RE-020

TITLE: LIABILITY OF ALCOHOL

CURRENT FEE

None

RECOMMENDED FEE

\$115 per event plus ABC license

REF #: RE-021

TITLE: RECREATION STAFF TIME

CURRENT FEE

None

RECOMMENDED FEE

Fully burdened rate for all staff involved

July 21, 2021

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

November 1, 2021

ITEM NO: 6.

SUBJECT: Consider introduction of an ordinance to add Chapter 1.5 to Title 8 to the Selma Municipal Code for the Collection and Disposal of Organic Waste

RECOMMENDATION: Staff recommends the following:

Introduce the Ordinance, waive first reading, and place this ordinance on the agenda for the November 15, 2021, regular City Council meeting for purposes of conducting a public hearing, waiving the second reading, and adopting the ordinance.

EXECUTIVE SUMMARY:

Proposed introduction of an ordinance to add Chapter 1.5 to Title 8 to the Selma Municipal Code for the Collection and Disposal of Organic Waste which will bring the Selma Municipal Code (Code) into compliance with new organic waste collection and edible food recovery requirements of Senate Bill (SB) 1383 and implementing regulations.

BACKGROUND:

Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016) codifies the California Air Resources Board's Short-Lived Climate Pollutant Reduction Strategy, as it relates to reduction in the emissions of short-lived climate pollutants such as methane from solid wastes. SB 1383 final regulations were approved by the Office of Administrative Law on November 3, 2020.

SB 1383 is the most significant waste reduction mandate the State of California has adopted in the last 30 years. It requires the State to reduce organic waste by 75% by 2025, which equates to over 20 million tons annually. The law also requires the State to increase edible food recovery by 20%. Since the law establishes statewide targets, a prescriptive approach to compliance is being used. This is very different from AB 939 (Integrated Waste Management Act), which set jurisdictional waste diversion mandates and allowed local governments to develop their own programs for reaching compliance.

Mandatory Commercial Recycling (AB 341, Chesbro, Chapter 476, Statutes of 2011) and Mandatory Commercial Organics Recycling (AB 1826, Chesbro, Chapter 727, Statutes of 2014) are incorporated into SB 1383 regulations. Both these mandates (AB 341 and AB 1826) make local jurisdictions ultimately responsible for ensuring 100% compliance. SB 1383 further requires the implementation of residential organic waste recycling programs

and makes local jurisdictions directly responsible for the following actions, starting on January 1, 2022:

- Providing organic waste collection to all mandated residents and businesses.
- Establishing an edible food recovery program.
- Conducting outreach and education to all affected parties.
- Performing capacity planning covering 15 years for organic waste diversion from landfills.
- Procuring recycled organic waste products (i.e., compost, mulch, and renewable natural gas) at levels to be prescribed by the State annually.
- Establishing (via ordinance and otherwise) all required enforcement protocols that include a schedule of fines for non-compliant entities. This ordinance must match State-developed standards, including minimum fine structure.

Failure by the City to enact and undertake all applicable SB 1383 responsibilities will result in the City being deemed non-compliant by Cal Recycle. Jurisdictions that are in violation of SB 1383 may be subject to fines of up to \$10,000 per day. Senate Bill 619 recently clarified that 2022 and 2023 will be a “non-adversarial” period where the State will only provide guidance and technical assistance; non-compliant entities will be subject to State fines beginning on January 1, 2024.

Chapter 1.5 of Title 8 of the Selma Municipal Code addresses the collection, transportation, diversion, and disposal of solid waste. In order to comply with the requirement set forth by SB 1383, staff is proposing adding new Chapter 1.5 to Title 8 of the Code.

DISCUSSION:

While the proposed revisions are broad, the most impactful elements of the ordinance will require all waste generators that exceed 2.0 cubic yards of solid waste (total trash, recyclables, and organics) per week to arrange for and participate in source-separated organics collection.

In addition, the revised ordinance will require major producers of edible food waste to enroll in an edible food waste recovery program.

Under the Ordinance, Tier 1 generators (e.g. food vendors, food service providers, food distributors, grocery stores and supermarkets with a floor area larger than 10,000 square feet) will be required to comply by January 1, 2022, while Tier 2 generators (e.g. hotels, restaurant facilities with a floor area greater than 5,000 square feet or more than 250 seats, health facilities with more than 100 beds and on-site food facilities, and schools) will be required to comply by January 1, 2024.

These requirements are anticipated to carry a fiscal impact for subscribers to the City’s solid waste services (currently provided through a franchise agreement with Waste Management). In order to help mitigate these impacts, the proposed ordinance includes a structure to allow

for a “de minimis” waiver for waste generators that generate less than 20 gallons of organic waste per week.

By adopting this ordinance now, the City Council will afford the City and Waste Management staff time to conduct additional outreach to affected entities and move the City toward compliance with SB 1383 before the City must take State mandated enforcement steps.

ENVIRONMENTAL DETERMINATION:

The proposed ordinance is exempt from the California Environmental Quality Act (CEQA). Pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308, as it can be seen with certainty that the enhanced solid waste regulations, as provided for in the proposed ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste represent actions by a regulatory agency (the City) for the protection of the environment.

FISCAL IMPACT:

This revision of the Selma Municipal Code will have a negligible fiscal impact on the City.

RECOMMENDATION:

Introduce the Ordinance, waive first reading, and place this ordinance on the agenda for the November 15, 2021, regular City Council meeting for purposes of conducting a public hearing, waiving the second reading and adopting the ordinance.

Fernando Santillan, Deputy City Manager

Date

Ralph Jimenez, Interim City Manager

Date

ORDINANCE 2021-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ADDING
CHAPTER 1.5 TO TITLE 8 TO THE SELMA MUNICIPAL CODE FOR THE
COLLECTION AND DISPOSAL OF ORGANIC WASTE

THE CITY COUNCIL OF THE CITY OF SELMA DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 1.5, of Title 8 of the Selma Municipal Code is hereby added to read as follows:

Chapter 1.5

ORGANIC WASTE COLLECTION

8-1.5-1 - Findings and Intent.

A. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, through regulations adopted by the California Department of Resources, Recycling and Recovery (“CalRecycle”) imposes requirements on multiple entities, including public entities, residential households, commercial businesses and business owners, and others, to support achievement of statewide organic waste disposal reduction targets.

B. The final regulations implementing SB 1383 (“SB 1383 Regulations”) were adopted by CalRecycle in November 2020.

C. SB 1383 Regulations require the City to adopt an enforceable ordinance or similarly enforceable mechanisms to implement relevant provisions of SB 1383 Regulations.

D. This Chapter is intended to comply with applicable requirements of the SB 1383 Regulations. The program established by this Chapter shall operate in conjunction with the other programs implemented by Chapter 1.

8-1.5-1 - Definitions

The following definitions shall be utilized for purposes of implementation of this Chapter. In addition, the definitions set forth in Chapter 1 shall be applied to this Chapter. Where a definition is included in the SB 1383 Regulations, that definition shall be utilized unless otherwise included in this Chapter, in which case the definition set forth herein shall prevail.

- a) “CalRecycle” means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.
- b) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling having five (5) or more dwelling units.
- c) “Commercial Edible Food Generator” means a Commercial Business that generates Edible Food that would otherwise be disposed.
- d) “Commercial Organic Waste Generator” means a Commercial Business that serves food or beverages on its premises for immediate consumption, but does not generate Edible Food.
- e) “Edible Food” means food intended for human consumption.
- f) “Edible Food Recovery” means the recovery of food from Tier 1 or Tier 2 edible food generators, for recovery and reuse consistent with food safety requirement of the California Retail Food Code.
- g) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- h) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- i) “Inspection” means a site visit where City reviews records, containers, and a Commercial Businesses handling of Organic Waste or Edible Food, and related education and recordkeeping, to determine if it is complying with requirements set forth in this ordinance.

- j) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.
- k) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility, including, but not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.
- l) "Organic Waste" means Food Waste, Green Waste, landscape and pruning waste, and nonhazardous wood waste.
- m) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste.
- n) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility
- o) "Residential" means properties utilized for full-time human habitation, including single-family properties and multi-family properties with four (4) or less dwelling units.
- p) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- q) "SB 1383 Regulations" means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

- r) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is any of the following:
 - (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.
 - (4) Food Distributor.
 - (5) Wholesale Food Vendor.
- s) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is any of the following:
 - (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - (2) Hotel with an on-site Food Facility and 200 or more rooms.
 - (3) Health facility with an on-site Food Facility and 100 or more beds.
 - (4) Large Venue.
 - (5) Large Event.
 - (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
 - (7) A Local Education Agency facility with an on-site Food Facility.

8-1.5-2 - Authorization

The City Manager, or designee, is hereby authorized to make any determinations, or undertake or arrange for any programs or activities required to implement this Chapter and relevant provisions of SB 1383 Regulations and in so doing may utilize City personnel.

8-1.5-3 - Non- Delegable Responsibilities

The City Manager, or designee, shall have sole responsibility for and may undertake the following determinations, programs or activities:

- a) Determining the compliance approach to be used by the City, either the collection service (standard) approach or the performance-based approach, as those are described in the SB 1383 Regulations.
- b) Granting of waivers from SB 1383 requirements to an Organic Waste Generator.
- c) Applying for waivers from SB 1383 requirements granted by CalRecycle.
- d) Applying for waivers from SB 1383 requirements granted by CalRecycle in the event of emergencies or disasters.
- e) Regulating Contract Agents and Self-Haulers for their compliance with relevant SB 1383 Regulations.

- f) Initiating and prosecuting enforcement actions against Organic Waste Generators for violation of this Chapter, including the determination and assessment of penalties.
- g) Undertaking Organic Waste capacity planning, and Edible Food Recovery capacity planning.
- h) Maintaining and submitting records and reports required by the SB 1383 Regulations.

8-1.5-4 - Delegable Responsibilities

The City Manager, or designee, may undertake programs or activities implementing relevant provisions of SB 1383 Regulations, and in so doing may utilize a Contract Agent to implement this Chapter, including, but not limited to, the following:

- a) Providing for collection of Organic Waste utilizing a container collection system, in conjunction with other City programs for collection of solid waste and recyclable materials, and delivery of collected Organic Waste to an appropriate facility for recovery in accordance with SB 1383 Regulations.
- b) Minimizing container contamination through public education and periodic monitoring of container contents.
- c) Review, analysis, recommendation and tracking related to waiver requests from SB 1383 requirements submitted by Organic Waste Generators.
- d) Providing for container colors and labels in accordance with SB 1383 Regulations.
- e) Providing for operations in the event of emergencies or disasters.
- f) Identifying Commercial Organic Waste Generators and Commercial Edible Food Generators and providing education and outreach regarding SB 1383 Regulations.
- g) Arranging for recovery of Edible Food from Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators through, among other means, a Food Recovery Organization or Food Recovery Service.
- h) Recovery of Organic Waste generated at Large Events or Large Venues.
- i) Providing information to assist with Organic Waste capacity planning, and Edible Food Recovery capacity planning.

- j) Procuring recovered Organic Waste products.
- k) Providing periodic inspections of Organic Waste Generators and investigation of complaints, and creation and maintenance of records regarding such activities.
- l) Providing information and other data for purposes of tracking, recordkeeping and reporting in accordance with SB 1383 Regulations.

8-1.5-5 - Generator Requirements

Owners of Residential or Commercial properties, and other persons utilizing such properties, that are Organic Waste Generators must subscribe and pay for collection service for Organic Waste, unless waived by the City, or the Organic Waste Generator self-hauls such materials. Owners of such properties are responsible for any failure to subscribe and pay for such service, or to undertake other allowable methods of diversion.

8-1.5-6 - Self-Hauling

- a) Nothing in this Chapter shall preclude any Organic Waste Generator from self-hauling Organic Waste generated by that Organic Waste Generator to a specified composting facility, community composting program, or other collection activity or program. An Organic Waste Generator may transport Organic Waste, rather than hiring the Contract Agent only if the Organic Waste Generator completes its activity by using a vehicle owned by that Organic Waste Generator and operated by the Organic Waste Generator or an employee or volunteer of the Organic Waste Generator. This self-haul exemption does not include contracting for or hiring a third party to transport the Organic Waste. A self-hauler must retain on site a self-hauling form certifying that all self-hauling activities will be completed in accordance with this Chapter or any other applicable law or regulation. The self-hauling form shall be made available to the City upon request. At a minimum, the self-hauler shall provide the following information on the self-hauling form:
 - (1) The name, address and telephone number of the self-hauler's representative that will be signing the self-hauling form.
 - (2) A list of the types of Organic Waste (e.g. Food Waste or Green Waste) that are being transported.
 - (3) For each type of Organic Waste, the amount (pounds/tons) that is being delivered to the specified composting facility, community composting program, or other collection activity or program on a quarterly basis. Documentation of Organic Waste disposal shall be provided in receipts obtained from the receiving facility or program.

- (4) The name and address of the composting facility, community composting program, or other collection activity or program.
- (5) A written statement, signed by the self-hauler or representative, certifying that the self-hauler is in compliance with the requirements of this Section.
- b) The City Manager may restrict or prohibit self-hauling by an Organic Waste Generator if the City Manager determines, after providing notice and an opportunity for a hearing, that the Organic Waste Generator's self-hauling activities violate the provisions of this Article or any other applicable law or regulation.

8-1.5-7 - Commercial Business and Commercial Organic Waste Generator Requirements

- (a) Commercial Organic Waste Generators shall provide containers for the collection of Organic Waste in all areas where containers for solid waste are provided for customers, except in restrooms.
- (b) Commercial Organic Waste Generators shall annually provide information to employees, contractors, tenants, and customers about Organic Waste recovery requirements and about proper sorting of Organic Waste, and for new tenants within fourteen (14) days of occupation of premises.
- (c) Commercial Businesses shall provide or arrange for access to their properties at reasonable times for inspections, provided, however, that nothing is intended to permit an inspector to enter the interior of a private residential property.

8-1.5-8 - Commercial Edible Food Generator Requirements

- (a) Tier One Commercial Edible Food Generators shall comply with the requirements of this section commencing January 1, 2022. Tier two Commercial Edible Food Generators shall comply with the requirements of this section commencing January 1, 2024.
- (b) Commercial Edible Food Generators shall arrange to recover the maximum amount of edible food that would otherwise be disposed. A Commercial Edible Food Generator shall comply with the requirements of this section through a contract or written agreement with any or all of the following:
 - (1) Food Recovery Organizations or Food Recovery Services that will collect their edible food for food recovery.
 - (2) Food Recovery Organizations that will accept the edible food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for food recovery.

- (c) A Large Venue or Large Event operator that does not provide food services, but allows for food to be provided, shall require food facilities operating at the Large Venue or Large Event to comply with the requirements of this section.
- (d) A Commercial Edible Food Generator subject to the requirements in this section shall keep a record that includes the following:
 - (1) A list of each Food Recovery Organization or Food Recovery Service that collects or receives its edible food pursuant to a contract or written agreement.
 - (2) A copy of contracts or written agreements between the Commercial Edible Food Generator and a Food Recovery Organization or Food Recovery Service.
 - (3) A record of the following for each Food Recovery Organization or Food Recovery Service that the Commercial Edible Food Generator has a contract or written agreement with:
 - (A) The name, address and contact information of the service or organization.
 - (B) The types of food that will be collected by or self-hauled to the service or organization.
 - (C) The established frequency that food will be collected or self-hauled.
 - (D) The quantity of food collected or self-hauled to a service or organization for food recovery. The quantity shall be measured in pounds recovered per month.

8-1.5-9 - Enforcement

Enforcement of this Chapter shall be pursuant to Section 8-1-10 and Chapter 4 of Title I of this Code.

SECTION 2. The City Council has determined that the Project is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and Section 15308 (actions by a regulatory agency for the protection of the environment).

SECTION 3. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Selma held on the ____ day of _____, 2021, and passed and adopted at a regular meeting of the City Council held on the ____ day of _____, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Robertson
Mayor, City of Selma

ATTEST:

Reyna Rivera
City Clerk, City of Selma

APPROVED AS TO FORM:

Mary Lerner
City Attorney