

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

September 7, 2021

**ITEM NO:** 1.a.

**SUBJECT:** Consideration of an Annual Agreement between the City and Liebert Cassidy Whitmore to Provide Special Services through the Central San Joaquin Valley Risk Management Authority (CSJVRMA)

**DISCUSSION:** The attached is a standard agreement that CSJVRMA cities enter into for special services related to employment relations and management, that are offered by the labor law firm of Liebert Cassidy Whitmore. This agreement is renewed annually. The special services offered by Liebert Cassidy Whitmore consist of:

1. Five (5) full days of group training workshops covering a variety of employment relations subjects such as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluations, grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by City and the other said local agencies.
2. Consortium calls - availability of attorney for City management staff to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research.
3. Providing a monthly newsletter covering employment relations development.

The term of this agreement is for 12 months commencing July 1, 2021.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$3,448.00		None
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: 700 - Insurance  Fund Balance:		

**RECOMMENDATION:** Approve Agreement between the City and Liebert Cassidy Whitmore to provide Special Services and authorize the City Manager to execute the agreement.

/s/  
Christina Arias, Human Resources Manager

09/02/2021  
Date

/s/  
Ralph Jimenez, Interim City Manager  
September 7, 2021 Council Packet

09/02/2021  
Date

June 2, 2021

Christina Arias  
Human Resources Manager  
City of Selma  
1710 Tucker Street  
Selma, CA 93662

Re: *Central Valley Employment Relations Consortium*

Dear Ms. Arias:

We are looking forward to another successful year with the Central Valley Employment Relations Consortium. The consortium committee has selected a wide variety of topics for your managers and supervisors. We are pleased to provide the consortium with five full days of training, our monthly newsletter, and telephone consultation.

As discussed at the recent planning meeting (see enclosed notes) we will continue to provide our workshops via webinar for the foreseeable future. Additionally, we will continue to provide member agencies with the recording of these presentations so more employees can benefit from them.

Enclosed is an Agreement for Special Services. Please execute and return a copy to our office.

You'll note that the attached invoice gives you the option of subscribing (or renewing) your Liebert Library membership. Library subscription is optional and is included here for your convenience.

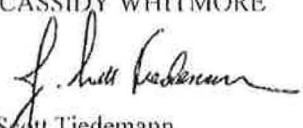
If you have any questions about the consortium, our other training programs or if you would like to pay your invoice via credit card, please contact Cynthia Weldon, Director of Marketing & Training at (310) 981-2055 or [cweldon@lcwlegal.com](mailto:cweldon@lcwlegal.com).

We thank you for your membership and we look forward to another successful training year.

Sincerely,

LIEBERT CASSIDY WHITMORE

BY:

  
J. Scott Tiedemann  
Managing Partner

Enclosures



### AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of Selma, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than forty-four (44) public agencies in the Central Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

#### Attorney's Services:

During the year beginning July 1, 2021, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.
4. Annual Access to Premium Liebert Library Services.

#### Fee:

Attorney will provide these special services to Agency for a fee of Three Thousand Four Hundred Forty Eight Dollars (\$3,448.00) payable in one payment prior to August 1, 2021. The fee, if paid after August 1, 2021 will be \$3,548.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

**Additional Services:**

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Ninety Dollars (\$210.00 - \$390.00) per hour for attorney staff, Two Hundred Fifty Dollars (\$250.00) per hour for Labor Relations/HR Consultant and from One Hundred Thirty-Five to One Hundred Seventy-Five Dollars (\$135.00 - \$175.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

**Independent Contractor:**

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

**Term:**

The term of this Agreement is twelve (12) months commencing July 1, 2021. The term may be extended for additional periods of time by the written consent of the parties.

**Condition Precedent:**

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than forty-four (44) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2021.

**LIEBERT CASSIDY WHITMORE**  
A Professional Corporation

**CITY OF SELMA**  
A Municipal Corporation

By: \_\_\_\_\_

J. Scott Tidemann / Managing Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

6-2-2021

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

September 7, 2021

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**ITEM NO:**

1.b.

**SUBJECT:** Resolution authorizing the City Manager to execute agreement for the Fresno Council of Governments (Fresno COG) Regional Early Action Planning Grant Program (REAP)

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**RECOMMENDATION:** Adopt Resolution authorizing the City Manager to execute agreement for the Fresno COG REAP program grants.

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**BACKGROUND:**

The City of Selma developed and submitted two grants for the REAP program. The first grant for \$25,000 applies to the acquisition and development of the Selma GIS Development Portal. A revised second application was submitted for \$26,000 for the development of the Selma Housing Design Program. This will generate up to three preapproved architectural designs with site plans to streamline the planning process and reduce costs associated with building new home units in the City. The objective of both applications is to encourage new housing development, infill development and provide a route to more timely developments to help the city meet its immediate housing needs.

**DISCUSSION:**

Fresno COG approved both applications and combined the awards into one agreement, for a total award of \$51,000. The grants and projects will be overseen by the Community Development Director. All projects are estimated for completion prior to June 2023.

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/s/ \_\_\_\_\_  
Fernando Santillan, Community Development Director

09/02/2021

\_\_\_\_\_  
Date

/s/ \_\_\_\_\_  
Ralph Jimenez, Interim City Manager

09/02/2021

\_\_\_\_\_  
Date

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE  
FRESNO COG REGIONAL EARLY ACTION PLANNING PROGRAM**

**WHEREAS**, on March 5, 2021, the City of Selma ("City") filed two applications with the Fresno Council of Governments ("Fresno COG") related to the Regional Early Action Planning Program ("REAP"); and

**WHEREAS**, the applications and REAP funding requests included GIS Development and Housing Design Plan; and

**WHEREAS**, the amount of the applications were for a total of \$51,000, with the applicable projects estimated to be completed June 2023; and

**WHEREAS**, on May 14, 2021, Fresno COG approved the City's application, subject to the City's execution of an Agreement for both projects establishing project implementation requirements and the terms and conditions of REAP funds.

**NOW, THEREFORE**, the City Council of the City of Selma does hereby resolve as follows:

1. The foregoing recitals are true and correct.
2. The City Council hereby approves the Agreement for the Fresno COG REAP Program, in the form attached hereto as Attachment '1,' and authorizes the City Manager, or his designee, to execute said Agreement and any and all necessary documents related to same on behalf of the City.
3. This resolution is effective upon adoption.

**I, Reyna Rivera**, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Selma on the 7th day of September, 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk



**GRANT FUNDING AGREEMENT BETWEEN  
FRESNO COUNCIL OF GOVERNMENTS  
AND THE CITY OF SELMA  
FOR GIS DEVELOPMENT AND HOUSING DESIGN PROGRAM**

This Grant Funding Agreement ("Agreement") made and entered into this 25<sup>th</sup> day of August, 2021 (hereafter "Effective Date") by and between the FRESNO COUNCIL OF GOVERNMENTS, 2035 Tulare St., Suite 201, Fresno, California 93721, a joint powers Public Agency (hereafter "FCOG"), and the City of Selma a municipal corporation and political subdivision of the State of California, County of Fresno (hereafter "GRANTEE"). FCOG and GRANTEE are each a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

**WITNESSETH:**

WHEREAS, the California Department of Housing and Community Development ("HCD") has provided grant funds through the Regional Early Action Planning ("REAP") Program; and

WHEREAS, the grant funds provided by HCD have been made available through the "San Joaquin Valley REAP Committee" consisting of FCOG, Kern Council of Governments, Kings County Association of Governments, Madera County Transportation Commission, Merced County Association of Governments, and San Joaquin Council of Governments; and

WHEREAS, the San Joaquin Valley REAP Committee signed a Memorandum of Understanding ("Valleywide MOU") appointing FCOG as Fiscal Agent on behalf of the committee to facilitate regional sub-allocations; and

WHEREAS, under the Valleywide MOU, FCOG has applied for and has been granted funding by HCD to administrate the San Joaquin Valley REAP program, and

WHEREAS, FCOG allocates REAP program funding to FCOG's "Member Agencies," namely the City of Clovis, City of Coalinga, County of Fresno, City of Firebaugh, City of Fowler, City of Fresno, City of Huron, City of Kerman, City of Kingsburg, City of Orange Cove, City of Mendota, City of Parlier, City of Reedley, City of San Joaquin, City of Sanger, and City of Selma; and

WHEREAS, in January of 2021 FCOG promulgated local Grant Program Guidelines, providing for a Grant application and issued a call for projects; and

WHEREAS, GRANTEE submitted its "Grant Application" to FCOG proposing the GIS Development Portal and Housing Design Program ("Project"), a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the FCOG's governing board has determined that the Grant Application satisfies the Grant Program Guidelines and warrants funding and that an Agreement is necessary to ensure GRANTEE's compliance with the Grant Program Guidelines and the goals of the REAP Program.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

**I. GRANTEE'S OBLIGATIONS**

A. The GRANTEE shall perform all work necessary to complete the PROJECT. The GRANTEE shall perform those services as described in: FCOG's Housing Planning Grants Program Final Guidelines and Application, dated January 2021, attached hereto as Exhibit A. In the event of any inconsistency between this MOU, the FCOG's Housing Planning Grants Program Final Guidelines and Application, such inconsistency shall be resolved by giving precedence in the following order of priority: (1) to the text of this MOU; (2) to the FCOG's Grant Program Guidelines; (3) the Housing Planning Grants Program Final Guidelines and Application

B. GRANTEE shall perform the task and services contemplated by this Agreement substantially according to the proposed work schedule as set forth in Exhibit A, and according to the requirements of this Agreement.

C. GRANTEE shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which GRANTEE is engaged. All products of whatsoever nature which GRANTEE delivers to FCOG pursuant to this Agreement shall conform to the standards of GRANTEE's profession.

**II. FCOG's OBLIGATIONS**

A. FCOG shall compensate GRANTEE as provided in section III of this Agreement.

B. FCOG will make available to the GRANTEE any document, studies, or other information in its possession related to the PROJECT.

**III. COMPENSATION**

**A. Total Compensation.**

Notwithstanding any other provision in this Agreement, the basic fee for the services rendered shall be computed as set forth in Exhibit A and shall be limited by an amount not to exceed the sum of \$51,000.00.

**B. Progress Payments.**

FCOG shall make progress payments to GRANTEE upon receipt and approval by FCOG of GRANTEE's monthly invoices, based upon completion of the applicable task and services as set forth in Exhibit A. Payment of said progress payments

to GRANTEE shall be based upon FCOG's evaluation of the completion of each respective component.

C. Invoices.

GRANTEE shall submit two copies of each invoice with adequate supporting documentation of work billed and costs charged by task as set forth in Exhibit A, to FCOG, specifying those services which GRANTEE believes have been completed. The invoice shall specify: (1) hours worked multiplied by the billing rates, (2) an itemization of incurred direct costs and/or subcontractor fees; (3) the total amount billed for the current period, and (4) the total amount billed to-date for the project. The invoice shall include a written progress report adequately describing the services billed and provided, and summarizing the status of the PROJECT in regard to task completion, timelines, and budget.

D. Payment.

Within 30 days of receipt of a proper invoice, FCOG shall determine whether GRANTEE has adequately performed to the satisfaction of FCOG the item(s) for which GRANTEE seeks payment, and shall remit payment thereof to GRANTEE.

E. Disallowed Costs. GRANTEE shall return to FCOG any funds which HCD has disallowed within ninety (90) days following notice to GRANTEE.

F. Disputes.

If FCOG determines that GRANTEE has not adequately performed any such task or services, FCOG shall inform GRANTEE of those acts in writing which are necessary for satisfactory completion of the item(s). GRANTEE shall undertake any and all work to satisfactorily complete the item(s) at no additional charge to FCOG.

In the event there is a dispute over an alleged error or omission by GRANTEE, FCOG shall have the right to withhold payment of GRANTEE's fees in the disputed amount.

#### IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCOG or the GRANTEE upon thirty (30) calendar days written notice. If FCOG terminates this Agreement, GRANTEE shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCOG may immediately suspend or terminate this Agreement in whole or in part, where in the determination of FCOG there is:

1. an illegal or improper use of funds;
2. a failure to comply with any material term of this Agreement;
3. a substantially incorrect or incomplete report, study, or other documents or documentation submitted to FCOG; or
4. improperly performed services under this Agreement, as provided under Section III, Paragraph F.

In no event shall any payment by FCOG constitute a waiver by FCOG of any breach of this Agreement or any default which may then exist on the part of the

GRANTEE. Neither shall such payment impair or prejudice any remedy available to FCOG with respect to the breach or default.

C. Non-Allocation of Funds.

The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. GRANTEE services and reimbursements beyond June 30, 2022, are subject to the inclusion and funding agency approval of this project in the FCOG FY 2022-23 Overall Work Program. Should sufficient funds not be allocated, the services to be provided hereunder may be modified, or this Agreement terminated at any time by FCOG's giving the GRANTEE thirty (30) days advance written notice.

D. In the event of any termination of this Agreement, all finished and unfinished work materials, including, without limitation, notes, minutes, research, documents, maps, graphs, and studies, shall be FCOG's property, and at FCOG's sole option, shall be delivered by GRANTEE to FCOG.

V. RIGHT TO PUBLISH/OWNERSHIP OF MATERIALS

FCOG shall be the owner of all materials produced pursuant to this Agreement upon completion and full performance of this Agreement by GRANTEE and shall have the right to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared by GRANTEE under this Agreement. GRANTEE shall not be liable for misuse or modification beyond their control by FCOG of materials produced pursuant to this agreement.

VI. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by GRANTEE to be provided under this Agreement, it is mutually expressly understood and agreed that GRANTEE, including any and all of GRANTEE's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCOG. Furthermore, FCOG shall have no right to control or supervise or direct the manner or method by which GRANTEE shall perform its work and function. However, FCOG shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof. GRANTEE and FCOG shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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



**VII. ASSIGNMENT**

GRANTEE shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCOG. No such consent shall be construed as making the FCOG a Party to such subcontract, or subjecting the FCOG to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve the GRANTEE of its liability and obligation under this contract, and all transactions with the FCOG must be through the GRANTEE. Subcontractors may not be changed by GRANTEE without the prior express written approval of FCOG.

GRANTEE has submitted a Proposal (Exhibit A) which names N/A ("Approved Subcontractors") as subcontractor(s) for the purposes of this Agreement. GRANTEE represents and covenants by entering into this Agreement that it is the prime contractor in this Agreement, and that it is responsible for all acts or omissions of its said subcontractors. GRANTEE shall also be responsible for submitting invoices, in accordance with the requirements of Section III of this Agreement, to FCOG for work performed by the Approved Subcontractors, and shall remit payment to the Approved Subcontractors in accordance with the agreements between GRANTEE and the Approved Subcontractors. FCOG shall have no responsibility to provide compensation directly to the approved Subcontractors.

**VIII. BINDING NATURE OF AGREEMENT; MODIFICATION**

The Parties agree that all of the terms of this Agreement and its Exhibits shall be binding upon them and that together these terms constitute the entire Agreement of the Parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Parties. This Agreement shall be binding upon FCOG, the GRANTEE, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

**IX. INDEMNITY**

GRANTEE agrees to indemnify, save, hold harmless, and at FCOG's request, defend the FCOG, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to FCOG to the extent they are caused from any negligent, recklessness or willful misconduct of GRANTEE, its officers, agents, subcontractors, or employees in their performance of this Agreement, and from any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death and property damage), occurring or resulting to any person, firm, corporation, or entity who may be injured or damaged to the extent such

injury or damage arises from any negligent acts, errors or omissions of GRANTEE, its officers, agents, subcontractors, or employees in their performance of this Agreement.

Section IX shall survive termination of this Agreement.

**X. NON DISCRIMINATION AND DBE**

GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. GRANTEE shall carry out all applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as FCOG deems appropriate.

**XI. INSURANCE**

Without limiting FCOG's right to obtain indemnification from GRANTEE or any third Parties, GRANTEE, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of this Agreement:

A. Comprehensive general liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Comprehensive general liability insurance policies shall name the FCOG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCOG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the GRANTEE'S policies herein.

B. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.

C. Professional liability insurance in the minimum amount of at least \$1,000,000 coverage per occurrence.

D. Workers compensation insurance as required by law.

GRANTEE shall not cancel or change any insurance policy required under this agreement without a minimum of thirty (30) days advance, written notice given to FCOG.

GRANTEE shall provide certification of said insurance to FCOG within twenty-one (21) days of the date of the execution of this Agreement.

Such certification shall show to FCOG's sole satisfaction that such insurance coverages have been obtained and are in full force; that FCOG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names FCOG, its officers, agents, and employees, individually and collectively, as additional insured (comprehensive general liability only), but only insofar as

the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCOG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the GRANTEE's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCOG.

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

**XII. CONFLICT OF INTEREST**

GRANTEE covenants that it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

**XIII. EFFECTIVE DATE, TERM**

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect through June 30 2023, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

**XIV. NOTICES**

Any and all notices between FCOG and the GRANTEE provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, at such addresses set forth below:

**FCOG**  
Fresno Council of Governments  
2035 Tulare, Suite 201  
Fresno, CA 93721

**GRANTEE**  
City of Selma  
1710 Tucker Street  
Selma, Ca. 93662

For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies, any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, commencing with section 810).

**XV. PROJECT MANAGER**

The GRANTEE's project manager shall be Fernando Santillan. GRANTEE may not change its project manager without obtaining prior express written approval by FCOG. It is understood by the Parties hereto that in entering into an agreement of this type with GRANTEE, FCOG has evaluated GRANTEE's proposal (Exhibit A) and taken into consideration the project team designated therein for this PROJECT, including but not

limited to GRANTEE's designation of Fernando Santillan as the project manager for said PROJECT.

**XVI. VENUE; GOVERNING LAW**

Venue for any claim or action arising under this Agreement shall only be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

**XVII. COMPLIANCE WITH LAWS**

GRANTEE shall comply with all current Federal, State, and local laws, ordinances, and regulations applicable in carrying out its obligations under this Agreement.

GRANTEE also agrees to comply with applicable federal procedures in accordance with Title 2, CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 2 CFR, Part 1201, Uniform Administrative Requirements Costs Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to GRANTEE that are determined by subsequent audit to be unallowable under Title 2, CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR, Part 1201, Uniform Administrative Requirements Costs Principles, and Audit Requirements for Federal Awards, are subject to repayment by GRANTEE to FCOG.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the GRANTEE, contractor's subcontractors, and the FCOG shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All Parties shall make such material available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Any duly authorized representative of the FCOG, the state, or federal government shall have access to any books, records, and documents that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration as specified by the California Department of Transportation's Travel Policy unless written verification is supplied that hotel rates were not then commercially available at the time and location required.

Any subcontract entered into by GRANTEE as a result of this contract, shall contain all of the provisions of this section.

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**XVIII. GRANTEE'S LEGAL AUTHORITY**

Each individual executing or attesting this Agreement on behalf of GRANTEE hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's article of incorporation or charter and bylaws; (2) that this Agreement is binding upon such corporation; and (3) that GRANTEE is a duly organized and legally existing municipal corporation in good standing in the State of California.

**XIX. NO THIRD-PARTY BENEFICIARIES**

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

**XX. SEVERABILITY**

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

**XXI. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES**

The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. This Agreement is the product of negotiation between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the County of Fresno shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

**XXII. DRUG FREE WORK PLACE**

GRANTEE shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification", attached hereto and incorporated herein by this reference as though set forth in full.

**XXIII. INTEGRATED AGREEMENT**

This Agreement, and Exhibits A through B, attached hereto and incorporated herein by this reference, represents the full and complete understanding of the Parties with respect to the subject matter hereof, and all preliminary negotiations and oral or written

agreements with respect thereto are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

**FRESNO COUNCIL OF GOVERNMENTS**

**GRANTEE, City of Selma**

for  
By

TONY BOREN, Executive Director

By

RALPH JIMENEZ, Interim City Manager

APPROVED AS TO LEGAL FORM:

DANIEL C. CEDERBORG, County Counsel

ATTEST:

E-Signed by  
Bryan D. Rome on  
August 25, 2021

By Bryan D. Rome

BRYAN D. ROME, Deputy County Counsel

RENYA RIVERA, City Clerk

APPROVED AS TO LEGAL FORM:

LOZANO SMITH

By

JAMES N. McCANN, Associate Attorney

**Fresno COG  
Housing Planning Grants Program  
FINAL GUIDELINES AND APPLICATION  
January 2021**

## PROGRAM GUIDELINES

### I. Background

The 2019-20 Budget Act allocated \$125 million to regions through the Regional Early Action Planning Grant Program (REAP). REAP provides one-time grant funding to regional governments for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation. Fresno Council of Governments (Fresno COG) received \$1,114,737.62, of which \$900,000 has been set aside for the Fresno COG Housing Planning Grants Program.

### II. Program Purpose

Provide competitive grants to local governments for the preparation and adoption of planning documents and process improvements that:

1. Accelerate housing production
2. Facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment.

### III. Available Funding

Approximately \$900,000 will be distributed through a competitive regional program to local governments for eligible projects. Funding distribution for the competitive program will depend on the quality and number of applications. However, depending on the number of applications received, it may be a goal of the program that 35 percent of the funds be awarded to small cities (<100,000 population) and the County. Local jurisdictions are limited to three application submissions for this round of funding.

### IV. Schedule

Below is the anticipated timeline.

Milestone	Date
<b>Draft Guidelines Released for Review</b>	October 30, 2020 to December 18, 2020
<b>Policy Board adopts guidelines and application packet</b>	January 28, 2021
<b>Applications due</b>	March 5, 2021
<b>Scoring Committee convenes</b>	March 23, 2021
<b>Release staff recommendations</b>	April 2, 2021
<b>Policy Board approves awards</b>	April 22, 2021
<b>Projects must be completed and submitted to FCOG</b>	August 1, 2023

### V. Eligible Applicants

Eligible applicants are limited to local governments of Fresno County (i.e. cities and county).

However, local governments, as the lead applicant, may partner with other forms of governments or entities where the proposal will have a direct effect on land-use or development within the participating



localities. This includes, but is not limited to, partnerships with other localities, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants must provide a signed letter of commitment from the sub applicant with the application.

#### VI. Eligible Activities

Eligible activities must demonstrate a nexus to increasing housing and accelerating production.

Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the project start date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact or planning or process improvement for a project with an ongoing community impact beyond the project.

Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;
9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;

11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies pursuant to Gov. Code Section 65589.9(f)(2).

#### VII. Ineligible Activities

1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or reoccurring benefit beyond the project.
4. Fresno COG may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or antidisplacement measures with by-right upzoning that has a significant net gain in housing capacity.

#### VIII. Eligible Uses

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;

## Fresno COG Housing Planning Grants Program FY 2020-2021

3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Agreement; and
5. Only approved and eligible costs incurred for work after February 2021, and completed during the grant term, will be reimbursable.

### IX. Ineligible Uses

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by Fresno COG upon disbursement; and
3. Approved and eligible costs incurred prior to the application due date are ineligible.

### X. Grant Timeline

Awarded projects can begin as soon as project recommendations are approved by the Fresno COG Policy Board. All work must be completed and submitted to Fresno COG by August 1, 2023. No time extensions will be granted.

### XI. Project Selection Process

A scoring committee will evaluate and score the proposed projects. An agency may submit multiple project applications. Scoring committee representatives cannot score a project submitted by their own agency or organization. The scoring committee will recommend the award amount for each application.

If the program is oversubscribed, projects that are receiving Local Early Action Planning (LEAP) grant funds as well will be prioritized for funding. Any applications not funded during this round may be resubmitted for the next round of funding, which will be available in mid to late-2021.

The selected project(s) will go through Fresno COG Transportation Technical Committee, Policy Advisory Committee and Policy Board for endorsement.

The scoring committee comprises one representative from each of the following entities:

1. Fresno Council of Governments
2. City of Fresno/Clovis
3. Eastside city
4. Westside city
5. County of Fresno

XII. Scoring Criteria

<b>SCORING CRITERIA</b>	
<b>Project Summary</b>	
15 points maximum	Application provides sufficient detail regarding the proposed project, including summary, overall objectives, and major tasks and subtasks and plans for adoption and/or implementation.
<b>Accelerates Housing Production</b>	
20 points maximum	Application describes in detail how the proposed project will accelerate housing production.
<b>Consistency with Sustainable Communities Strategy</b>	
5 points maximum	Application describes how the proposed project is consistent with Fresno COG's 2018 Sustainable Communities Strategy.
<b>Application Completeness</b>	
5 points maximum	Application is complete and provides sufficient detail.
<b>Implementation Capacity</b>	
5 points maximum	Application describes in detail project readiness and implementation capacity within the timeline and budget provided.
<b>50 points maximum</b>	

### XIII. Agreement

Grantees will enter into an Agreement with Fresno COG for distribution of funds. The Agreement will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Agreement.

Grantees that request Fresno COG to pay the consultant directly will be required to enter into a three-party agreement between Fresno COG, the grantee, and the consultant.

### XIV. Accounting and Reporting

Fresno COG will monitor work and expenses to ensure the project is completed according to the contracted scope of work and project timeline. Monthly progress reports must be submitted to Fresno COG with detailed invoices for reimbursement or payment. The reports should describe the work that has been completed, a copy of any project deliverables, and an invoice that provides a summary of work completed by task, including staff/consultant hours.

- A. Grant funds cannot be disbursed until the Agreement has been fully executed;
- B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements or payment directly to the consultant to Fresno COG based on actual cost incurred;
- C. The grantee must bill based on clear deliverables outlined in the Agreement or scope of work. Only approved and eligible costs incurred for work after February 2021 are eligible;
- D. Work must be completed prior to requesting reimbursement/payment;
- E. **Grantees will have three administrative options, which must be identified on the application at the time of submittal:**
  - Option A: Grantee pays the consultant directly and invoices Fresno COG for reimbursement. This option is required for projects that are also utilizing LEAP funds.**
  - Option B: Grantee approves invoices and submits them to Fresno COG to pay the consultant directly. (Three-party agreement between Fresno COG, grantee, and consultant required.)**
  - Option C: Grantee approves invoices and submits them to Fresno COG to pay the consultant directly. Additionally, for local governments that have limited staff availability, Fresno COG staff assists grantee with project management, as specified in an agreement. (Three-party agreement between Fresno COG, grantee, and consultant required.)**
- F. Project invoices will be submitted to Fresno COG by the grantee on a monthly basis;
- G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
- H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. Fresno COG may withhold 10 percent of the grant until grant terms have been fulfilled; and
- I. Each recipient of funds under the Program shall expend those funds no later than August 1, 2023.

- J. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
- K. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
- L. The grantee agrees that Fresno COG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement;
- M. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
- N. Subcontractors employed by the grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above;
- O. At any time during the term of the Agreement, Fresno COG may perform, or cause to be performed, a financial audit of any and all phases of the award. At Fresno COG's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;
- P. Fresno COG may request additional information, as needed, to meet other applicable audit requirements; and
- Q. Fresno COG may monitor expenditures and activities of an applicant, as Fresno COG deems necessary, to ensure compliance with Program requirements.

XV. Remedies of Nonperformance

- A. In the event that it is determined, at the sole discretion of Fresno COG, that the grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from Fresno COG to stop work, the grantee shall cease all work under the Agreement. Fresno COG has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Agreement;
- B. Both the grantee and Fresno COG have the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or Fresno COG to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to Fresno COG within 30 days of the early termination notice; and
- C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- D. Fresno COG may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e)).





## APPLICATION

### Application Submittal Instructions

All grant application packages should be submitted electronically to Meg Prince, Senior Regional Planner, at [mprince@fresnocog.org](mailto:mprince@fresnocog.org) by 5:00 PM on March 5, 2021.

### Required Application Documents

- The application in PDF format including:
  - Applicant Information
  - Project Description
  - Project Schedule and Scope of Work
  - Application Signature Page
  - Signed Letter of Commitment from Sub Applicant (if applicable)
- Board/Council resolution authorizing project application (due prior to Fresno COG Policy Board meeting on April 22, 2021)

### Optional Supplemental Information

- Graphics of Project Area (when applicable)
- Letter(s) of Support
- Data

Fresno COG Housing Planning Grants Program FY 2020-2021

Applicant Information

<b>Project Title</b>	Selma GIS Development Portal (SGDP)
<b>Total Funding Request</b>	\$25,000
<b>Administrative Preference</b>	<input checked="" type="checkbox"/> Option A: Grantee pays consultant directly and invoices Fresno COG for reimbursement. This option is required for projects also utilizing LEAP funds. <input type="checkbox"/> Option B: Grantee sends approved consultant invoices to Fresno COG for direct payment to the consultant. (Three-party agreement required.) <input type="checkbox"/> Option C: Grantee sends approved consultant invoices to Fresno COG for direct payment to the consultant. Additionally, for local governments that have limited staff availability, Fresno COG staff assists grantee with project management, as specified in an agreement. (Three-party agreement required.)
<b>Primary Applicant Agency</b>	City of Selma
<b>Primary Contact Name and Title</b>	Fernando Santillan, Com. Dev. Director
<b>Email</b>	fernandoS@cityofselma.com
<b>Phone</b>	559-891-2200
<b>Address</b>	1710 Tucker Street Selma CA 93662
<b>Sub Applicant Agency</b>	n/a
<b>Contact Name and Title</b>	n/a
<b>Email</b>	n/a

Project Description

**1. Project Summary (500 words maximum)**

Please provide a summary of the project, overall objectives, and description of the tasks and major sub-tasks.

The City of Selma requests REAP funds to develop an online Selma GIS Development Portal (SGDP) to serve as an innovative digital planning tool to accelerate housing development in the City. The SGDP will provide a comprehensive and interactive inventory of existing supportive infrastructure in the City. Map layers will include, at minimum, parcels, zoning designation, special district boundaries, undeveloped residential lots, and election district boundaries. Additional layers may include parking availability, park locations, street sweeping service areas, bike paths, public transportation, electric vehicle charging stations, Census data (tract boundaries, demographic data, income data, etc.), and boundaries of various incentive districts. Based on data availability, the map may also include layers for sewer infrastructure locations, storm drain locations, waste hauling service availability, and broadband connectivity.

The overall objective of this project is to identify infrastructure gaps and facilitate optimization of locations for future infill housing development, based on locations where the necessary supportive infrastructure is already in place to support new housing and residents. Making this information readily available for City staff and prospective developers will accelerate housing production by streamlining the planning, review, and approval process for housing projects, including being able to estimate development costs more accurately. With simplified access to critical planning information and improved visual guides, the City's Economic and Community Development Departments will be better equipped to convert casual interest into completed projects. Having the proper tools available is critical to streamlining and attracting new housing development.

Major tasks to carry out this project will include:

1. Contracting with a qualified GIS/engineering consultant and purchasing the GIS software licensing necessary to develop the SGDP tool.
2. Researching, compiling, cleaning, and organizing the underlying data needed to inform development of the SGDP. Data will be sourced from a combination of publicly available data (such as parcel boundaries, zoning designation, district boundaries, etc.) and working with local and regional partners to gather additional data such as street sweeping service areas, sewer, and storm drain locations. The City will coordinate with these entities, including the California Water Service (CalWater) and the Selma-Kingsburg-Fowler Water District (SKF), who have provided letters of support for this project. The City will also work with these partners to ensure the quality of all data compiled prior to launching the tool, and to maintain the tool up-to-date.
3. Implementing use of the SGDP by integrating into the recently launched redesigned City website, equipping staff with the training to effectively leverage the tool, and marketing the tool to developers in order to facilitate new housing production.

**2. Nexus to Accelerating Housing Production (300 words maximum)**

Please describe the nexus of the proposed project to accelerating housing production.

This project will accelerate housing production by reducing uncertainty and leveraging existing technology and digital tools to facilitate new housing development in the City of Selma. Specifically, the proposed GIS software equipped with various layers of information relevant to the planning of housing development will provide developers with frequently requested information in a timely and cost-effective manner. This expanded data transparency will aid developers in making basic inquiries into development potential and help developers to locate prime land opportunities for new housing development of a broad range of types, including affordable housing, mixed-use development, and housing of a variety of densities. This data will also allow the City to identify current gaps in service and supportive infrastructure, which will enable better prioritization of future infrastructure projects, targeting the use of future grant funding, and determining the best use of the forthcoming American Rescue Plan Act municipal allocations for infrastructure and economic development. Furthermore, the data portal will assist the City in meeting its 605-unit inventory and reporting requirements from the Regional Housing Needs Allocation (RHNA).

**3. RTP/SCS Consistency (200 words maximum)**

Please describe how the proposed project is consistent with Fresno COG's 2018 RTP/SCS.

The Selma GIS Development Portal (SGDP) is consistent with the general transportation and active transportation objectives outlined in FCOG'S 2018 RTP/SCS. Specifically, this project will support the RTP/SCS objective to create an efficient, safe, integrated, multimodal transportation system by improving multimodal mobility and accessibility for all people, including through facilitating development of housing for all income groups to meet the housing needs of the local workforce and population, including low income residents. Additionally, by accelerating housing production and facilitating the development of housing of a greater diversity of types and densities, this project will contribute to the vision of creating a more walkable/less car-dependent Selma, which is consistent with the RTP/SCS objective of increasing bicycling and pedestrian trips as a percentage of all trips.

Fresno COG Housing Planning Grants Program FY 2020-2021

**4. Plan Implementation (200 words maximum)**

Please describe the implementation strategies for the proposed planning project. Please identify any potential obstacles to successful implementation of the plan.

As outlined above, project implementation will include (1) selecting a qualified GIS/engineering consultant and purchasing the GIS software licensing necessary to develop the SGDP tool; (2) data collection and quality assurance; and (3) launching use of the tool by training staff, marketing to developers, and making the tool readily accessible online.

The Selma GIS Development Portal will be made available in an intuitive location on the redesigned City of Selma website that launched April 15, 2021. The City website has been undergoing a complete reconstruction in order to provide more user-friendly, effective, accessible, and transparent information for Selma residents, and to encourage clear communication and marketing opportunities for growth and development in the City of Selma. Such information is critical in order to meet housing goals as the ability to find development planning information quickly will eliminate barriers to the initial identification of housing development opportunities.

The City does not anticipate major obstacles to successful project implementation. While gathering of certain types of data may be a challenge and/or involve security considerations, the City is confident in its ability to work effectively with its project partners such as CalWater and SKF to successfully create this tool.

**5. Project Schedule and Scope of Work**

Please outline the tasks (high level and major sub tasks), budget, timeline, and deliverables in the table template provided below. If other funding is used, please note the source and amount in the notes column.

Task	Est. Cost	Begin Date	End Date	Deliverable	Notes
Purchase Software	\$25000	11/01/2021	02/01/2022	Identify proper service for objectives	
Data Research and Input	included above	02/01/2022	10/01/2022	Perform surveying and data collection	
Quality Assurance	included above	10/01/2022	02/01/2023	Verify data and functionality	
Incorporation in Development Process	included above	02/01/2023	03/01/2023	Provide clear location and use instructions	Market to developers
<b>TOTAL COST</b>	<b>\$25000</b>				

Application Signature Page

To the best of my knowledge, all information contained in this application is true and correct.

If awarded a grant, I agree that I will adhere to the program guidelines.

Teresa Gallavan

Digitally signed by Teresa Gallavan  
DN: c=US, o=Teresa Gallavan, ou=City of Fresno, ou=City Manager,  
email=Teresa.Gallavan@cityoffresno.com, c=US  
Date: 2021.04.15 11:51:32 -0700

*Signature of Authorized Official (Applicant)*

City Manager

*Title*

Teresa Gallavan

*Print Name*

04/15/2021

*Date*

*Signature of Authorized Official (Sub Applicant)*

*Print Name*

*Title*

*Date*



## APPLICATION

### Application Submittal Instructions

All grant application packages should be submitted electronically to Meg Prince, Senior Regional Planner, at [mprince@fresnocog.org](mailto:mprince@fresnocog.org) by 5:00 PM on March 5, 2021.

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  - Applicant Information
  - Project Description
  - Project Schedule and Scope of Work
  - Application Signature Page
  - Signed Letter of Commitment from Sub Applicant (if applicable)
- Board/Council resolution authorizing project application (due prior to Fresno COG Policy Board meeting on April 22, 2021)

### Optional Supplemental Information

- Graphics of Project Area (when applicable)
- Letter(s) of Support
- Data

Applicant Information

<b>Project Title</b>	Selma Housing Design Program
<b>Total Funding Request</b>	\$26,000
<b>Administrative Preference</b>	<input checked="" type="checkbox"/> Option A: Grantee pays consultant directly and invoices Fresno COG for reimbursement. This option is required for projects also utilizing LEAP funds. <input type="checkbox"/> Option B: Grantee sends approved consultant invoices to Fresno COG for direct payment to the consultant. (Three-party agreement required.) <input type="checkbox"/> Option C: Grantee sends approved consultant invoices to Fresno COG for direct payment to the consultant. Additionally, for local governments that have limited staff availability, Fresno COG staff assists grantee with project management, as specified in an agreement. (Three-party agreement required.)
<b>Primary Applicant Agency</b>	City of Selma
<b>Primary Contact Name and Title</b>	Fernando Santillan, Community Development
<b>Email</b>	fernandoS@cityofselma.com
<b>Phone</b>	559-891-2200 ext. 3112
<b>Address</b>	1710 Tucker Street, Selma, CA 93662
<b>Sub Applicant Agency</b>	n/a
<b>Contact Name and Title</b>	n/a
<b>Email</b>	n/a

Project Description

**1. Project Summary (500 words maximum)**

Please provide a summary of the project, overall objectives, and description of the tasks and major sub-tasks.

The City of Selma requests REAP funds to establish a Housing Design Program, which will include development and adoption of up to three pre-approved architectural design and site plans to streamline the planning process and reduce cost associated with building new home units in the City. These designs will consider multi-generational housing arrangements and take into account known community demographic information (such as average number of residents per household) and information about existing vacant lots in the City suitable for infill development, including lot sizes. The City currently maintains a list of undeveloped parcels for infill development and has identified 84 residentially zoned parcels that could benefit from this project. Many of the vacant parcels exist in lower income areas in the south and west sides of the City.

The overall objective of this project is to accelerate housing production by reducing the cost and time required to complete the permitting process, especially for infill projects. It will ensure that new housing units conform to the City's development standards and design guidelines, with minimal time spent reviewing and revising site and building plans for housing developments. REAP funds will cover the cost of creating the original designs, and any ongoing architectural use fees will be covered by individual home developers. These costs will be significantly reduced for developers, thus providing a long-term, ongoing benefit from this project and maximizing the cost-effectiveness of this use of REAP funds.

Major tasks to implement this project include:

1. Generate an RFP to select an architectural services provider, who will develop a suite of design housing plan options for the City to select from. Designs will conform to the City's current development standards and design guidelines.
2. The City will review the provided design options and select up to 3 final designs for adoption, to be made available to the public. Design selection will focus on equity and inclusion, including consideration of the housing needs of the local community such as the need for housing options that can accommodate multi-generational living arrangements.
3. Create a policy for implementing the housing design program, including soliciting public input on developing a procedure for utilizing the pre-approved designs, and incorporating the availability of these designs into the City's planning and building process. This will also include development of application materials and an information packet for prospective builders.
4. Develop a marketing program to implement the housing design program according to the selected policies/procedures. This will include developing a press release, flyers, social media campaign, and making the housing design program information easily accessible online on the redesigned City of Selma website that launched April 15, 2021. The City website has been undergoing a complete reconstruction in order to provide more user-friendly, effective, accessible, and transparent information for Selma residents. Making Housing Design Program information readily available on the City site will encourage clear communication and marketing opportunities for housing growth and development in the City of Selma.

**2. Nexus to Accelerating Housing Production (300 words maximum)**

Please describe the nexus of the proposed project to accelerating housing production.

This project will accelerate housing production by providing a low-cost development opportunity within the City, which will facilitate increased density through infill development and increase the City's overall housing supply. The project will also contribute to reducing housing development costs by significantly lowering design and approval costs for prospective home builders, which in turn will make home building more attainable to moderate income families, rather than only to large developers. Encouraging infill development through this project will also generate increased housing density that will increase overall economic vitality and opportunity for the community, including by supporting the creation of a more walkable and less car-dependent Selma.

**3. RTP/SCS Consistency (200 words maximum)**

Please describe how the proposed project is consistent with Fresno COG's 2018 RTP/SCS.

The proposed Selma Housing Design Program is consistent with the general transportation and active transportation objectives outlined in FCOG'S 2018 RTP/SCS. Specifically, this project will support the RTP/SCS objective to create an efficient, safe, integrated, multimodal transportation system by improving multimodal mobility and accessibility for all people, including through facilitating development of housing for all income groups to meet the housing needs of the local workforce and population, including low income residents. Additionally, by accelerating housing production and facilitating the development of housing of a greater diversity of types and densities, this project will contribute to the vision of creating a more walkable/less car-dependent Selma, which is consistent with the RTP/SCS objective of increasing bicycling and pedestrian trips as a percentage of all trips.

Fresno COG Housing Planning Grants Program FY 2020-2021

**4. Plan Implementation (200 words maximum)**

Please describe the implementation strategies for the proposed planning project. Please identify any potential obstacles to successful implementation of the plan.

As outlined above, project implementation will include (1) selecting a qualified architect through an RFP process; (2) design and selection of pre-approved housing plans; (3) establishing policies and procedures for program implementation; (4) creating application and information packet documents that prospective builders will need to complete to use the pre-approved designs; (5) developing marketing materials (flyers, social media campaign, etc.) to effectively promote the program; (6) updating the City's website to ensure that program information is easily accessible online; and (7) marketing and launching the program. Subtasks will include data collection from public sources such as the Census to inform local housing design needs and to incorporate alternatives such as multi-generational housing options; identifying and marketing vacant parcels suitable for infill development; and developing informational materials that provide homeowner financing options for residents alongside the pre-approved architectural plans. Additionally, as part of program marketing, the City may hold an open house kick-off event for the program, during which the City would invite first-time homebuyers and homebuilders to come in-person to learn more about this new resource.

The City does not anticipate major obstacles to successful project implementation. City staff are well-equipped with extensive previous experience in carrying out an RFP process and successfully completing housing planning projects, which staff will leverage to complete this project by the August 2023 project completion deadline.

**5. Project Schedule and Scope of Work**

Please outline the tasks (high level and major sub tasks), budget, timeline, and deliverables in the table template provided below. If other funding is used, please note the source and amount in the notes column.

Task	Est. Cost	Begin Date	End Date	Deliverable	Notes
Generate and Distribute RFP	0	01/01/2022	02/01/2022		
Select Architect	\$26,000	04/01/2022	05/01/2022		
Design Housing Plans	included above	05/01/2022	10/01/2022	Architect to provide options and consultation	
Approve Final Designs	included above	10/01/2022	12/01/2022	Select up to 3 final designs	Focus on equity and inclusion
Create Policy/ Procedure for Program	included above	01/01/2023	03/01/2023	incorporate into planning and building processes	Gather input from community
Create program application & info packet	included above	03/01/2023	04/30/2023	Application materials for potential builders	
Develop promotional/marketing materials	included above	03/01/2023	04/30/2023	Program marketing materials (flyers, social media, etc)	may also hold kick off open house
Update City website with program info	included above	05/01/2023	05/31/2023	Updated City website	
Implement and Market Program	included above	06/01/2023	08/01/2023	Press release and posting of information online	will also continue after grant
<b>TOTAL COST</b>	<b>\$26,000</b>				

Application Signature Page

To the best of my knowledge, all information contained in this application is true and correct.

If awarded a grant, I agree that I will adhere to the program guidelines.

Teresa Gallavan  
Digitally signed by Teresa Gallavan  
DN: cn=Teresa Gallavan, ou=City of Fresno, ou=City Manager,  
email=Teresa.Gallavan@fresno.gov, c=US  
Date: 2021.04.15 13:23:08 -0700

*Signature of Authorized Official (Applicant)*

City Manager

*Title*

Teresa Gallavan

*Print Name*

04/15/2021

*Date*

*Signature of Authorized Official (Sub Applicant)*

*Print Name*

*Title*

*Date*

RESOLUTION NO. 2021- 18 R

RESOLUTION OF THE COUNCIL OF THE CITY OF SELMA AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR GRANT FUNDS FOR THE FRESNO COUNCIL OF GOVERNMENTS HOUSING PLANNING GRANTS PROGRAM AND AUTHORIZING THE EXECUTION OF APPLICATION RELATED DOCUMENTS BY THE CITY MANAGER OR DESIGNEE

WHEREAS, the Housing Planning Grants Program provides grant funds for eligible local agencies for the purposes of preparing and adopting planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment; and

WHEREAS, Fresno Council of Governments administers the program and has requested applications from eligible agencies;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma Appoints and authorizes the City Manager or designee, and each of them as agents for the City of Selma, to execute and submit all grant application related documents, for the Fresno Council of Governments Housing Planning Grants Program subject to prior approval as to form by the City Attorney's Office.

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Selma on the 3<sup>rd</sup> day of May 2021, by the following vote, to wit:

AYES: 5 COUNCILMEMBERS: TRUJILLO, GUERRA, MENDOZA-NAVARRO, CHO, ROBERTSON  
NOES: 0 COUNCILMEMBERS: NONE  
ABSTAIN: 0 COUNCILMEMBERS: NONE  
ABSENT: 0 COUNCILMEMBERS: NONE

  
Scott Robertson, Mayor

ATTEST:

  
Reyna Rivera, City Clerk



**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (NEW 11-90)

**Exhibit B**

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL ID. NUMBER

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**ITEM NO:**

1.c.

**SUBJECT:** Consideration of a Resolution Authorizing the City Manager to Submit a Grant Application for San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit New Alternative Fuel Vehicle Purchase Program

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**DISCUSSION:** San Joaquin Valley Air Pollution Control District develops and administers multiple grant programs to reduce harmful emissions throughout the Valley. One of these programs is the Public Benefit Grant, which is intended to assist public agencies with funding for alternative fueled vehicles such as electric, plug-in hybrid, CNG, and LNG. Each agency can submit for funding up to \$20,000 per vehicle, with a limit of \$100,000 per year.

The Selma Police Department has expressed an interest in using these grant funds to purchase five 2021 Ford Interceptor Utility All Wheel Drive Hybrids. The application process is first-come, first-served and is open to most public agencies. The requirements for this grant are as follows:

- Commit to a three (3) year contract period.
- Own and operate the vehicle(s) for the full term of the contract.
- Have existing charging/fueling infrastructure or have access to existing infrastructure to accommodate the new vehicle(s). If existing charging/fueling infrastructure is currently not available or accessible, applicant must be able to demonstrate its availability or accessibility by the time the vehicle(s) will be purchased.
- Maintain replacement value insurance for the vehicle(s) through the full term of the contract.
- Ensure each new vehicle purchased comes with a standard manufacturer warranty.
- Submit annual reports to the SJVAPCD through the full term of the contract as well as comply with recordkeeping and audit requirements. This includes retaining copies of current vehicle registration (if applicable) and insurance.
- Agree to allow the SJVAPCD to inspect the new vehicle at any time during the contract period.
- Properly maintain the new vehicle according to the manufacturer's recommendations to ensure good operating condition.
- Disclose any additional funding sources or other financial incentive(s) and funding amounts received or to be received by the applicant towards the purchase of the vehicle(s) in this project.
- Have match funding available to complete the project in a timely fashion.
- Sign a legally binding contract with the SJVAPCD agreeing to the project milestones and completion deadlines prior to funding being awarded.

The City must not purchase and/or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD. A contract is not deemed executed until all parties have signed. Any new vehicle purchased and/or delivered prior to contract execution is ineligible for program funding.

If the City is approved for the full grant funding, the estimated out-of-pocket cost to purchase the police vehicles will be funded via the Equipment Replacement Fund. Selma Police Department has obtained two quotes. Several unsuccessful attempts were made to obtain a third quote.

<b><i>COST: (Enter cost of item to be purchased)</i></b>		<b><i>BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i></b>
\$ 181,433.60 Estimate		
<b><i>FUNDING: (Enter the funding source for this item – if fund exists, enter the balance in the fund).</i></b>		<b><i>ON-GOING COST: (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i></b>
Funding Source: Measure S		
Fund Balance: \$ 1,256,521.00		

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**RECOMMENDATION:** Authorize the Interim City Manager to submit a Grant Application with the San Joaquin Valley Air Pollution Control District to fund five electric vehicles.

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_____/s/_____ Rene Garza, Police Commander	_____ 08/31/2021 Date
_____/s/_____ Ralph Jimenez, Interim City Manager	_____ 08/31/2021 Date

**RESOLUTION NO. 2021 - R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR SAN  
JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) PUBLIC  
BENEFIT NEW ALTERNATIVE FUEL VEHICLE PURCHASE PROGRAM GRANT**

WHEREAS, the San Joaquin Valley Air Pollution Control District ("SJVAPCD") develops and administers multiple grant programs to reduce harmful air emissions throughout the Valley.

WHEREAS, SJVAPCD's Public Benefit Grant Program is intended to assist public agencies with funding for alternative fueled vehicles such as electric, plug-in hybrid, Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG), providing funding up to \$20,000 per vehicle and \$100,000 per year.

WHEREAS, the City of Selma ("City") desires to purchase alternative-fuel vehicles that will help the environment utilizing funding from SJVAPCD's Public Benefit Grant Program.

WHEREAS, the Public Benefit Grant Program is subject to the program guidelines, a copy of the guidelines are attached for reference.

WHEREAS, it is in the best interest of the City to pursue funding from SJVAPCD's Public Benefit Grant Program, subject to the program guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Interim City Manager of the City of Selma, or designee, is authorized to execute and submit a Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Application with the SJVAPCD, execute and submit any other documents related to or supporting the application for the Public Benefit Grants Program, and take any other needful action on behalf of the City of Selma to effectuate the purpose and intent of this Resolution.

The foregoing resolution was duly adopted by the Selma City Council at a regular meeting held on the 7<sup>th</sup> day of September 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

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**ITEM NO:** 1.d.

**SUBJECT:** Approval of 2021/2022 List of Projects for Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Adoption of Resolution Supporting and Implementing AB 1012 Timely Use of Funds on Federal-Aid Projects

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**RECOMMENDATION:** Staff recommends the following:

1. City Council approve the project list proposed by staff.
2. City Council adopt the Resolution supporting and implementing AB 1012 "timely use of funds" on federal-aid projects.

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**EXECUTIVE SUMMARY:**

Fresno COG has called for applications for federally-funded transportation projects for the 2022-2025 fiscal years. Funding is available in the Surface Transportation Block Grant Program (STBG) and Congestion Mitigation and Air Quality Improvement (CMAQ) program.

**BACKGROUND:**

The Fresno Council of Governments (COG) administers federal funding for local transportation projects. A portion of the funding is set aside for the "Targeted Performance Program (TPP)" and "Regional Bid" funding allocations for the two following funding programs:

1. Surface Transportation Block Grant Program (STBG) — Typical roadway paving and rehabilitation projects.
2. Congestion Mitigation and Air Quality Improvement (CMAQ) program - Projects that reduce traffic congestion and air pollution.

The amount of funding for TPP projects is currently divided among all of the cities and the County based on population. Selma's share of the STBG TPP pot is \$471,224. The City's CMAQ TPP allocation is \$217,005.

The Regional Bid projects will divide \$18.50 million for STBG and \$21.21 million for CMAQ, and are competitively scored among all of the cities' and County's submitted projects. For this cycle, the STBG Regional Bid pot includes an additional \$5 million from

the Coronavirus Response and Relief Supplemental Appropriations Act of 2021. If local agencies submit more than one application, the projects must be prioritized by the agency.

COG has called for project applications to be submitted by September 17, 2021, for CMAQ applications, and October 1, 2021, for STBG applications, and a Council resolution supporting and implementing AB 1012 “timely use of funds” (see attachment 1) is required with both applications. AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding and failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region. STBG projects are required to be on collector and arterial streets and local street projects are not eligible. CMAQ funds may be used for any transportation project within the local agency’s jurisdiction as long as there is a reduction in air pollution which results from the project.

Staff has developed a list of candidate projects to submit for funding consideration. The proposed projects are listed in order of proposed priority of each program, with current estimates of costs. Please note that these estimates are preliminary at this point and will be refined prior to submittal of the applications. Attachment 2 shows the locations and proposed limits of the various projects:

#### **CMAQ Regional Bid**

1. Merced-Stillman-Tulare Alley Improvements – Six (6) alley segments between Merced and Tulare Streets from McCall Avenue to Wright Street – \$580,000 – Priority 1

Installation of new pavement and valley gutter can be funded through the CMAQ program if the existing alleys are unpaved because it is considered a particulate matter reduction project. This project is listed as the #1 priority of the two projects proposed for CMAQ.

2. Chestnut-Gaither-Merced Alley Improvements – Seven (7) alley segments between Floral and Merced Streets from McCall Avenue to Wright Street - \$640,000 – Priority 2

Installation of new pavement and valley gutter can be funded through the CMAQ program if the existing alleys are unpaved because it is considered a particulate matter reduction project. This project is listed as the #2 priority of the two projects proposed for CMAQ.

#### **STBG and CMAQ TPP Funds**

The applications for TPP projects are not due until February 2022 for both STBG and CMAQ, so that cities can learn whether or not any of their competitive Regional Bid applications are successful before determining what to do with their TPP funds. The Regional Bid application has a section that asks if the local agency would accept partial funding in the event that their full project cost is not selected for award. Staff recommends that the applications for the CMAQ projects state that the City will accept partial funding from the Regional Bid pot with the balance being made up from the City’s STBG TPP allocation. If the full project cost for any project is awarded, or if no Regional Bid funding is awarded,



Staff anticipates bringing back a separate set of projects for proposed TPP funding in early Spring.

**REASON FOR RECOMMENDATION:**

The City of Selma has specified a goal of paving all unpaved alleys and CMAQ funds are a valuable funding source in meeting this goal. The City has been systematically paving alleys based on Staff recommendations regarding alleys with the most significant dust issues, problems with trash pickup, as well as Public Works maintenance time. The alleys selected for this application would complete the alley paving projects between Floral Avenue to the north, Rose Avenue to the south, Orange Avenue to the east and Wright Avenue to the west. Staff is looking at completing future alley paving projects with CMAQ funds in the area between Whitson Avenue to the north, Freeway 99 to the south, McCall Avenue to the east and Thompson Avenue to the west. Staff believes that this would address the large block areas with unpaved alleys. Staff would continue to use CMAQ funds to complete the individual alley segments that remain unpaved based on recommendations from Public Works regarding the alleys most in need of improvements. Staff believes that the project area being proposed with this application will advance the goal of paving all of the alleys throughout the City and has the best chance of scoring well against other projects based on the relative importance within this round of competitive regional bid applications.

**FISCAL IMPACT:**

All of the Federal Highway projects require a local match of 11.47% from local Gas Tax, Measure C and/or Transportation Funds. The proposed projects would be programmed for future fiscal years which allow time to plan for the expenditures beyond that which has already been planned.

**ACTIONS FOLLOWING APPROVAL:**

1. Staff will prepare the CMAQ applications and submit them to Fresno COG by mid-September per the approved project list.
2. Staff will include the Resolution supporting and implementing AB 1012 "timely use of funds" with the applications.

<hr/>	<hr/>
/s/	09/02/2021
Brandon Broussard, Interim City Engineer	Date
<hr/>	<hr/>
/s/	09/02/2021
Fernando Santillan, Community Development Director	Date



## ATTACHMENT 1

**RESOLUTION NO. 2021 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
SUPPORTING AND IMPLEMENTING AB 1012 “TIMELY USE OF FUNDS”**

**WHEREAS**, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

**WHEREAS**, the City of Selma is able to apply for and receive State and Federal funding under the Federal Transportation Act; and

**WHEREAS**, the City of Selma desires to ensure that its projects (as listed below) are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

**WHEREAS**, it is understood by the City of Selma that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region; and

**WHEREAS**, the City of Selma must demonstrate dedicated and available local matching funds; and

**WHEREAS**, the City of Selma’s proposed project list for CMAQ projects for the 2021-22 Call for Projects is as follows:

1. CMAQ Priority #1 – Merced-Stillman-Tulare Alley Improvements
  - a. Six (6) alley segments between Merced and Tulare Streets from McCall Avenue to Wright Street;
2. CMAQ Priority #2 – Chestnut-Gaither-Merced Alley Improvements
  - a. Seven (7) alley segments between Floral and Merced Streets from McCall Avenue to Wright Street;

**NOW THEREFORE, IT IS HEREBY RESOLVED**, that the City of Selma hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

**BE IT FURTHER RESOLVED**, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Selma does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council of the City of Selma.

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was approved at a regular meeting of the City Council of the City of Selma on the 7th day of September, 2021 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

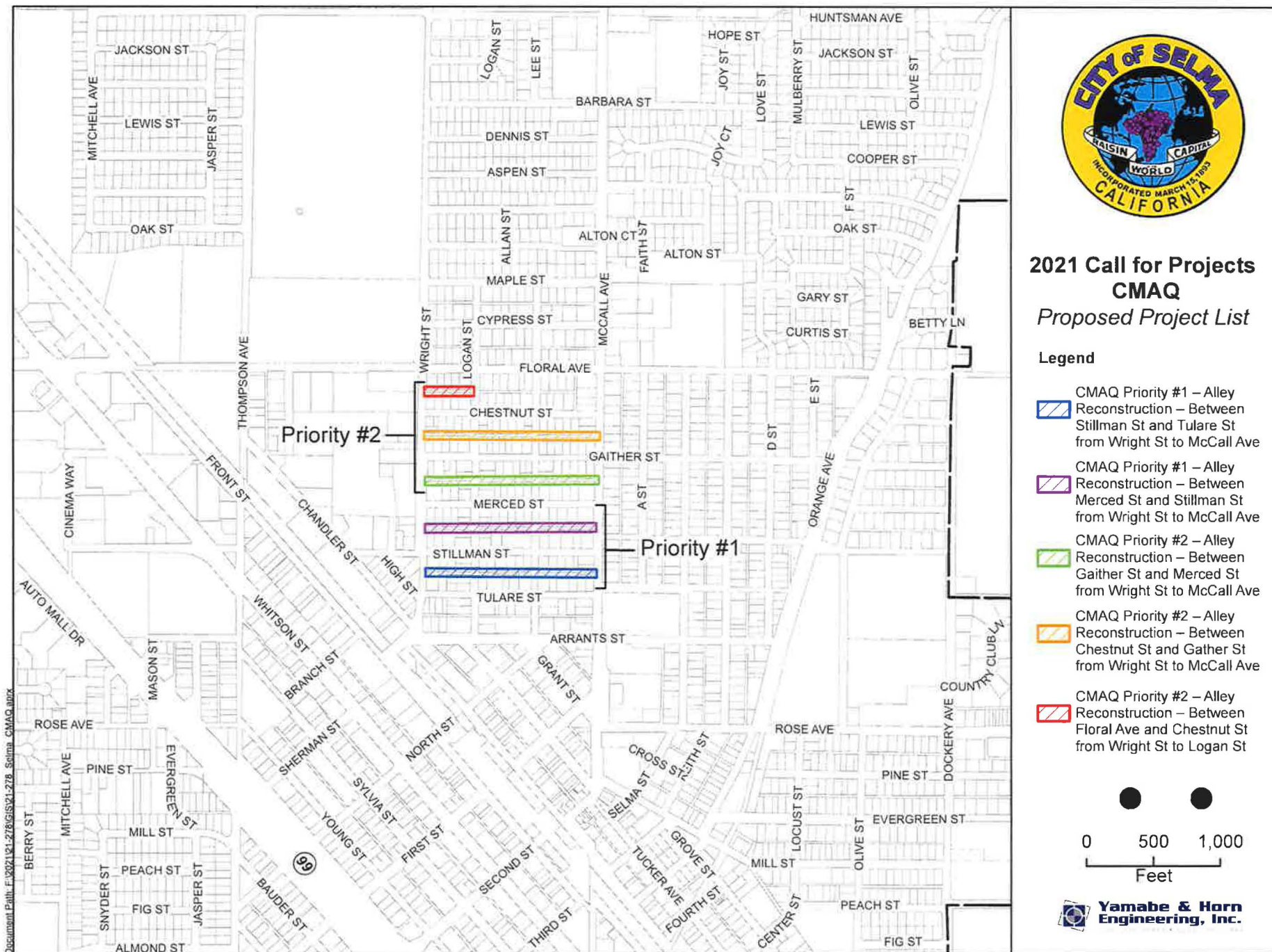
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Scott Robertson, Mayor

ATTEST:

By: \_\_\_\_\_  
Reyna Rivera, City Clerk

## ATTACHMENT 2



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

September 7, 2021

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**ITEM NO:**     i.e.

**SUBJECT:**           Consideration of the Notice of Completion for CML-5096(039),  
Selma Alley Improvement Project authorizing the final payment,  
and retention on this project be released to Don Berry Construction

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**DISCUSSION:** The Public Works Engineering Department is requesting that the City Council approve the Notice of Completion for the above referenced project. All work has been completed, has met all design standards, and has been approved by the Contract Engineer.

The project consisted of the following:

Pave unpaved alleyways, install storm drain lines, inlets and manholes between Chestnut/Floral from Logan to west of McCall; Lee/McCall from Floral to Chestnut; Shaft/Cleveland from Rose to Arrants in Selma.

It is hereby requested that the Notice of Completion be executed and the final payment, plus retention on this project be released to the contractor.

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**RECOMMENDATION:** Approve the Notice of Completion for CML-5096(039), Selma Alley Improvement Project authorizing the final payment, and retention on this project be released to Don Berry Construction, and authorize the City Manager to execute same.

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\_\_\_\_\_/s/\_\_\_\_\_  
Isaac Moreno, Assistant City Manager

09/01/2021

Date

\_\_\_\_\_/s/\_\_\_\_\_  
Ralph Jimenez, Interim City Manager

09/01/2021

Date

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Recording Requested By  
City of Selma

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When Recorded Return To:  
City of Selma - City Clerk  
1710 Tucker Street  
Selma, CA 93662

THIS SPACE IS FOR RECORDING INFORMATION ONLY

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### **NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the undersigned, City of Selma, a Municipal Corporation, is the owner of the real estate situated in the City of Selma, County of Fresno, State of California, and described as follows, to-wit:

Selma Alley Improvement Project, Selma, CA, CML-5096(039);

That the address of said owner is City Hall, 1710 Tucker Street, Selma, California;

That the nature of the title of the owner to said real estate is that of fee simple and/or easement;

That the name of the Contractor is Don Berry Construction, Inc, PO Box 620, Selma, CA 93662;

The work of improvements as described herein was completed by the Contractor on July 29<sup>th</sup>, 2021.

By: \_\_\_\_\_  
Ralph Jimenez, Interim City Manager, City of Selma  
Owner

I, Ralph Jimenez, being duly sworn says:

That I am the agent of the Owner of the property described in the foregoing Notice; that I have read the foregoing Notice and know the contents thereof, and that the same is true of my own knowledge.

CITY OF SELMA, a Municipal Corporation

By: \_\_\_\_\_  
Ralph Jimenez, Interim City Manager, City of Selma



## CHECK REGISTER REPORT

1.f.

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77848	08/19/2021	Printed	ACTION TOWING AND DIVE TEAM	EVIDENCE TOWING -JULY 2021		276.00
77849	08/19/2021	Printed	ADVENTIST HEALTH TULARE	BLOOD/ALCOHOL ANALYSIS -PD		226.00
77850	08/19/2021	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES -CVTC	R	52.36
77851	08/19/2021	Printed	ALLSTAR FIRE EQUIPMENT	FIRE HELMETS, GOGGLES & STRAPS		2,934.57
77852	08/19/2021	Printed	AT&T	TELEPHONE 7/4/21-8/3/21		1,473.20
77853	08/19/2021	Printed	AT&T	TELEPHONE 7/4/21-8/3/21		153.56
77854	08/19/2021	Printed	AT&T	TELEPHONE 7/4/21-8/3/21		118.12
77855	08/19/2021	Printed	BENNY BACA / COOL AIR SPECIALTY	REPLACED 4 TON COMPRESSOR-FD		1,270.00
77856	08/19/2021	Printed	BAUER COMPRESSORS INC.	GLOVES & NOMEX HOODS -FD		770.65
77857	08/19/2021	Printed	ISAIAH BLANKS	MUSICIAN FOR HEAD OVER HEELS		250.00
77858	08/19/2021	Printed	BLUE CROSS OF CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		3,696.89
77859	08/19/2021	Printed	BRAND NEW DAY	AMBULANCE OVERPAYMENT REIMB		380.72
77860	08/19/2021	Printed	CALIFORNIA PARK & RECREATION	MEMBERSHIP RENEWAL		555.00
77861	08/19/2021	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -JULY 2021		29,021.18
77862	08/19/2021	Printed	ROD CARSEY / ROD CARSEY CONSULTING	PLAN CHECKS -JULY 2021		4,910.45
77863	08/19/2021	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		2,908.16
77864	08/19/2021	Printed	DANIEL JOHN COBARRUBIAS	MUSICIAN FOR HEAD OVER HEELS		250.00
77865	08/19/2021	Printed	COMCAST	INTERNET SERVICE -AUGUST 2021		821.45
77866	08/19/2021	Printed	COMCAST	PD TO FCSD -AUGUST 2021		705.22
77867	08/19/2021	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -JULY 2021		481.25
77868	08/19/2021	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES -JULY 2021		500.90
77869	08/19/2021	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES - MAY & JUNE 2021		2,645.51
77870	08/19/2021	Printed	COVID 19 HRSA UNINSURED	AMBULANCE OVERPAYMENT REIMB		599.15
77871	08/19/2021	Printed	DATAPATH LLC	NETCARE & ON SITE SUPPORT -AUGUST 21, VEEAM BACKUP RENEWAL, SINGLE DOMAIN VPN.CITYOFSELMA.COM		11,585.60
77872	08/19/2021	Printed	DAWSON-MAULDIN LLC	PROG PAY#2 NEBRASKA PAVEMENT IMPROVEMENT & RETENTION	G	41,603.00
77873	08/19/2021	Printed	VICTORIA DELGADILLO	REFUND FOR SENIOR TRIPS		1,315.00
77874	08/19/2021	Printed	DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING APR-JUNE 21		1,854.92
77875	08/19/2021	Printed	EMPLOYMENT DEVELOPMENT DEPT.	UNEMPLOYMENT 4/1/21-6/30/21		3,586.00
77876	08/19/2021	Printed	ERENE SOLIMAN, PSY.D.	PRE-EMPLOYMENT PSYCHOLOGICAL EXAMS -FD		1,200.00
77877	08/19/2021	Printed	DAVID JOSEPH ESQUIVEL	HEAD OVER HEELS LIGHTING DESIGN		300.00
77878	08/19/2021	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -JULY 2021		7,274.54
77879	08/19/2021	Printed	MICHAEL CHRISTOPHER FLORES	HEAD OVER HEELS CHOREOGRAPHY		300.00
77880	08/19/2021	Printed	FORTNERS AUTO SERV & TOWING	TOW UNIT#402 & TIRE SERVICE #1003		343.00
77881	08/19/2021	Printed	FRESNO COUNTY EDC	CENTRAL VALLEY TRAINING CENTER 6/1/21-6/30/21	R	21,728.73
77882	08/19/2021	Printed	FRESNO COUNTY FIRE	TRANSITION FEES 2019-2021		51,628.75
77883	08/19/2021	Printed	FRESNO OXYGEN	OXYGEN RENTALS		321.61
77884	08/19/2021	Printed	GATEWAY ENGINEERING, INC.	16-035 STORM DRAIN IMPROVEMENT	G	14,800.00
77885	08/19/2021	Printed	DOMINIC GRIJALVA	ARTWORK AND MARKETING FOR ART CENTER PRODUCTIONS		1,200.00
77886	08/19/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 7/20/21		1,968.50
77887	08/19/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 7/28/21		2,209.24
77888	08/19/2021	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICES -PD	R	150.00
77889	08/19/2021	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,812.24
77890	08/19/2021	Printed	RAUL R HERRERA JR / ECN POLYGRAPH & INVESTIGATIONS	POLYGRAPH SERVICES 7/6-7/6/21		1,200.00
77891	08/19/2021	Printed	ALEXIS HOLLADAY	MUSICIAN FOR HEAD OVER HEELS		250.00
77892	08/19/2021	Printed	KIMBERLY HOUSTON	HEAD OVER HEELS PROPS REIMB.		142.67
77893	08/19/2021	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER UTILITIES 5/20/21-6/24/21	R	765.77
77894	08/19/2021	Printed	KRAZAN & ASSOCIATES, INC.	ALLEY IMPROVEMENT PROJECT	G	1,230.00
77895	08/19/2021	Void				
77896	08/19/2021	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES-MAY 2021		32,007.35
77897	08/19/2021	Printed	LOZANO SMITH LLP	LEGAL FEES -JUNE 2021		32,159.37
77898	08/19/2021	Printed	LUCINDA KNOT	AMBULANCE OVERPAYMENT REIMB		63.00



## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77899	08/19/2021	Printed	METRO UNIFORM	PD REVOLVING ACCT	R	704.93
77900	08/19/2021	Printed	ADAM STEWART MILLER	PIANO ACCOMPANIMENT FOR ZOOT SUIT & DESCENDANTS		300.00
77901	08/19/2021	Printed	COURTNEY N. MOLES	AMBULANCE OVERPAYMENT REIMB		824.56
77902	08/19/2021	Printed	NORIDIAN MEDICARE JE PART B	AMBULANCE OVERPAYMENT REIMB		396.25
77903	08/19/2021	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		88.18
77904	08/19/2021	Printed	OPUS SOLUTIONS INC.	TABLETS FOR AMBULANCE		2,148.10
77905	08/19/2021	Printed	DAMEN ROMAN PARDO	HEAD OVER HEELS COSTUME REIMB. & COSTUME DESIGN		670.41
77906	08/19/2021	Printed	PG&E	UTILITIES -JULY 2021		5,331.84
77907	08/19/2021	Printed	PG&E	UTILITIES -JULY 2021		577.65
77908	08/19/2021	Printed	PG&E	UTILITIES -JULY 2021		33,372.09
77909	08/19/2021	Printed	QUAD KNOFF, INC.	ON-CALL PLANNING SERVICES 7/1/21-7/10/21		6,203.50
77910	08/19/2021	Printed	THOMAS R & AIMII REDEMER / REDEMER CONCEPTS	HEAD OVER HEELS POSTERS & POSTCARDS		219.12
77911	08/19/2021	Printed	REVENUE COST SPECIALISTS LLC.	PREPARE COST ALLOCATION AND USER FEE STUDY		8,000.00
77912	08/19/2021	Printed	GARRETT RUIZ	HEAD OVER HEELS WIG DESIGN		200.00
77913	08/19/2021	Printed	SANTA MARIA CALIFORNIA NEWS	PUBLIC NOTICES		1,138.35
77914	08/19/2021	Printed	SPARKLETTS	WATER SERVICE -PD		168.75
77915	08/19/2021	Printed	SPARKLETTS	WATER SERVICE -CVTC	R	39.99
77916	08/19/2021	Printed	STERICYCLE, INC.	STER-SAFE OSHA COMPLIANCE- AUG 2021		180.75
77917	08/19/2021	Printed	STRYKER SALES CORPORATION	MTS WHEEL GUIDE & LOAD SYSTEM		51,120.16
77918	08/19/2021	Printed	TELEFLEX LLC	MEDICAL SUPPLIES		2,335.78
77919	08/19/2021	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -AUGUST 2021		3,500.00
77920	08/19/2021	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES -AUGUST 21		2,325.99
77921	08/19/2021	Printed	CARLOS ANTONIO VASQUEZ II	MUSICIAN FOR HEAD OVER HEELS		250.00
77922	08/19/2021	Printed	VINCENT COMMUNICATIONS INC	RADIOS & BATTERIES		7,173.67
77923	08/19/2021	Printed	WASTE MANAGEMENT	BUSINESS LIC OVERPAYMENT REIMB		700.00
77924	08/19/2021	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE -JULY 2021		124,571.44
77925	08/19/2021	Printed	JORDAN WILLIAMS	PIANO ACCOMPANIMENT FOR AUDITIONS		350.00
77926	08/19/2021	Printed	YAMABE & HORN ENGINEERING, INC	ENGINEERING SERVICES -JUNE 2021		41,136.00
<b>TOTAL</b>						<b>582,064.14</b>

Grant: G PD State Appropriation: PDSA (457)

Reimbursement: R

## SUCCESSOR AGENCY

128	08/12/2021	Printed	U.S. BANK, N.A.	SELMA REDEVELOPMENT LOAN		64,900.00
129	08/18/2021	Printed	U.S. BANK ST PAUL	SELMA RDA 2010A BOND		371,400.00
<b>TOTAL</b>						<b>436,300.00</b>

## **PAYROLL TRANSACTIONS**

### **CHECK REGISTER**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
8/6/2021	116689-116701	\$7,209.97
8/20/2021	116709-116718	\$4,987.52
8/20/2021	116724	\$151.01

### **Remittance Checks**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
8/6/2021	116702-116708	\$22,335.52
8/20/2021	116719-116723	\$19,965.67

### **ACH Payment**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
08/02/2021	Consolidated Direct Deposits	\$13,843.22
08/04/2021	State of California	\$908.44
08/04/2021	Internal Revenue Services	\$2,515.66
08/04/2021	CalPERS	\$55,541.30
08/06/2021	Consolidated Direct Deposits	\$206,732.84
08/06/2021	Selma Fire Fighters Assn	\$661.71
08/11/2021	State of California	\$14,974.31
08/11/2021	Internal Revenue Services	\$81,912.26
08/17/2021	CalPERS	\$59,492.51
08/20/2021	Consolidated Direct Deposits	\$241,448.80
08/20/2021	Selma Fire Fighters Assn	\$711.71
08/25/2021	State of California	\$20,769.09
08/25/2021	Internal Revenue Services	\$105,605.77

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

September 7, 2021

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**ITEM NO:** 2.

**SUBJECT:** Council request to discuss the Lozano Smith Opinion on the 2018  
Fresno County Rural Transit Agency Property Purchase APN 390-190-15S

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for discussion and direction.

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**DISCUSSION:**

City Staff received a request from Mayor Robertson to discuss the Lozano Smith Opinion on the 2018 Fresno County Rural Transit Agency Property Purchase APN 390-190-15S.

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/s/

09/01/2021

Ralph Jimenez, Interim City Manager

Date

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

September 7, 2021

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**ITEM NO:** 3.

**SUBJECT:** Consideration of Ordinance amendment to Various Sections of Title X, Chapter 10 of the Selma Municipal Code relating to Truck/Trailer/RV Parking on Residential Streets and Other Public Rights-of-Way.

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**DISCUSSION:** City of Selma staff has received numerous complaints regarding commercial trucks, truck tractors, trailers and recreational vehicles ("RVs") on residential streets. The City Council directed staff to make changes to the Selma Municipal Code ("SMC") to more effectively address this issue. The proposed ordinance amendments were presented to the Planning Commission on August 23, 2021. The Planning Commission approved a Resolution recommending the City Council adopt the proposed ordinance amendments. (Attachment 1).

Currently, SMC Section 10-10-26 prohibits parking of "truck or truck tractor and/or trailer having a gross minimum weight in excess of five (5) tons" in residential areas. This prohibition has been difficult to enforce given the variability of weights of different types of trucks and truck tractors and a lack of clear definition of truck, truck tractor, and trailer.

With regard to RVs (including travel trailers), the Selma Municipal code does not prohibit parking of RVs on residential streets, except to state that it is "unlawful for any person to use, occupy or maintain for living purposes a travel trailer or mobile home on any area or tract of land in the City zoned for residential or commercial purposes unless the travel trailer or mobile home is located upon or in an area designated as a mobile home park..." (SMC Title 5, Chapter 5, Section 5-5-2). This language does not expressly prohibit parking of travel trailers and mobile homes on residential streets – it merely prohibits their use for occupation in zones not designated for mobile home parks.

The purpose of the code amendment now being proposed is to establish clearer, more specific and easily enforceable restrictions on parking of trucks, truck tractors, trailers, and recreational vehicles. The proposed code amendment also provides clearer definitions for each type of vehicle, and specifies which City officials have the authority to enforce this section of the code. The code also makes allowances for loading and unloading of RVs, and makes exceptions for certain types of trucks and tractors.

The fine imposed by this Chapter may be enforced by issuance of an Administrative Citation under Chapter 20 of Title I of the SMC.

**Proposed Text Amendment**

The proposed text amendments are as follows:

- Proposed deleted text is shown in ~~strikethrough~~ text.
- Proposed new text is shown in underline italic text.

**10-10-26: RESTRICTIONS ON PARKING OF COMMERCIAL MOTOR TRUCKS, TRUCK TRACTORS AND/OR TRAILERS "SEMI" VEHICLES.**

It shall be unlawful to place, or have placed, park, keep, or maintain any commercial motor truck (as defined by California Vehicle Code 410), truck tractor (as defined by California Vehicle Code 655), and/or "Semi" vehicle, as defined in 10-10-34, on any residential street.

No commercial motor truck, truck tractor or "Semi" vehicle shall be placed, parked, kept or maintained in an alley, right of way, or highway, other than a state highway, in the City of Selma for a period exceeding two (2) hours, except in designated areas as set forth in Section 10-10-27 of this Chapter.

~~No person shall park a truck or truck tractor and/or trailer having a gross minimum weight in excess of five (5) tons on the side of any street or alley where the immediately adjacent private property has other than commercial, manufacturing, or both types of usage, except, however, for the purpose of loading or unloading of merchandise or materials. No person shall park such truck or truck tractor and/or trailer between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M. of any day on the side of any street or alley whose immediately adjacent private property has commercial, manufacturing, or both types of usage. This section shall not apply to any utility vehicle exempt under section 22512 of the Vehicle Code of the state.~~

**10-10-27: EXCEPTIONS TO RESTRICTIONS.**

This Chapter shall not apply under the following conditions:

1. Any vehicle as defined under this Chapter making pickups or deliveries of goods, wares and merchandise from or to any building or structure or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure for which a building permit has previously been obtained. This exception shall apply only to any such vehicles that are attended, and shall not extend beyond the time necessary therefore, and in no event for more than twelve (12) hours;
2. Any vehicle as defined in this Chapter parked in connection with, and in the aid of, the performance of a service to or on a property in the block in which such vehicle is parked;
3. Any school or passenger bus under the jurisdiction of a recognized school district;
4. Any vehicle as defined in this Chapter owned by a city, county, state, public entity or licensed contractor engaged in the installation, maintenance, or repair of any public property, utility or highway;
5. Any authorized emergency vehicle as defined by the California Vehicle Code;
6. For no more than two (2) additional hours when emergency repairs are in progress, and, the vehicle is attended.
7. For any tow truck designed to tow vehicles having a manufacturer's gross vehicle weight rating of twelve thousand (12,000) pounds or more, and which is in the act of towing such vehicle.
8. "Pickup trucks" as defined in California Vehicle Code Section 471

Furthermore, the restrictions set forth in section 10-10-26 of this chapter shall not apply to the parking of trucks, truck tractors, and trailers as defined with gross weight in excess of five (5) tons where such parking is one hundred feet (100') back from the following intersections:

The west side of East Front Street from Center Street to Nebraska Avenue.  
Both sides of West Front Street from Third Street to Golden State Boulevard.  
Both sides of Park Street from Golden State Boulevard to McCall Avenue.  
Both sides of Todd Street from Golden State Boulevard to McCall Avenue.  
Signs to this effect shall be posted, as appropriate.

#### **10-10-33: RECREATIONAL VEHICLES, BOATS, AND TRAILERS.**

Recreational vehicles, fifth wheel trailers, boats, and trailers collectively referred to as Recreation Vehicles in this section, are permitted subject to the conditions set for below.

1. **Habitation.** Recreational Vehicles shall not be used for sleeping or habitation, unless permitted per Section 5-5-2 of the Selma Municipal Code.
2. **Parking and Screening.** Recreational Vehicles shall be parked on a non-permeable surface, including a paved driveway, or in the rear yard or side yard, screened by a wall or solid fence not less than six feet in height.
3. **Exceptions.** A Recreational Vehicle may be parked on a residential street for purposes of loading and unloading for up to 72 hours in any month.
4. **Commercial Vehicles.** Commercial rated vehicles, as defined by CVC 260 and not commonly found in residential areas, are prohibited.

#### **10-10-34: DEFINITIONS.**

For the purposes of this Section, the following definitions shall apply:

(a) "Semi" shall mean any vehicle having a manufacturer's gross vehicle weight rating of twelve thousand (12,000) pounds or more, or any trailer or semitrailer, as defined by California Vehicle Code section 550, 630, 635 or 636 used and maintained for commercial purposes, and designed for use with, or actually used in conjunction with a Semi, whether licensed or unlicensed.

(b) "Attended" shall mean that the driver or operator of the vehicle or trailer must be physically present, or within the reasonable proximity of the vehicle. In the case of a delivery or transport vehicle, "attended" shall mean that the driver or operator of the vehicle shall be in the act of delivering or accepting the merchandise to or from the customer, or obtaining signatures from the customer or providing the customer with any necessary receipts or other documentation of the transaction.

#### **10-10-35: ENFORCEMENT.**

The following officers and employees of the City are hereby designated as enforcement officers and authorized to issue citations for enforcement of this Chapter: Chief of Police and his/her designee(s); Community Development Director and his/her designee(s); any peace officer and code enforcement official.

**Environmental Review (CEQA)**

This project is exempt under California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3), General Rule "Common Sense" Exemption (there is no possibility that the activity in question may have a significant effect on the environment). The proposed ordinance amendment does not materially change the current parking ordinance in a manner that would result in more impactful uses of City streets.

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**RECOMMENDATION:** Introduce and waive the first reading of Ordinance amending Various Sections of Title X, Chapter 10 of the Selma Municipal Code relating to Truck/Trailer/RV Parking on Residential Streets and Other Public Rights-of-Way.

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\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan, Community Development Director      09/01/2021  
Date

\_\_\_\_/s/\_\_\_\_\_  
Ralph Jimenez, Interim City Manager      09/01/2021  
Date

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**Attachments**

1. Planning Commission Resolution Recommending Adoption of Ordinance Amendment
2. Ordinance amending various sections of Title 10, Chapter 10 of the Selma Municipal Code



**RESOLUTION NO. 2021 – 04**

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**A RESOLUTION OF THE PLANNING COMMISSION OF THE  
CITY OF SELMA, CALIFORNIA, RECOMMENDING APPROVAL OF  
AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 10, OF TITLE X OF THE  
SELMA MUNICIPAL CODE RELATING TO TRUCK, TRUCK TRACTOR, TRAILER, AND  
RECREATIONAL VEHICLE PARKING ON RESIDENTIAL STREETS AND OTHER PUBLIC  
RIGHTS-OF-WAY**

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**WHEREAS**, the proposed Ordinance Amendment proposes to amend Selma Municipal Code Sections 10-10-26 and 10-10-27 relating to parking of trucks, truck tractors, and trailers; and

**WHEREAS**, the proposed Ordinance Amendment proposes to add new sections 10-10-33, 10-10-34, and 10-10-35 relating to recreational vehicles (RVs), boats and trailers and providing further clarifying language; and

**WHEREAS**, notice of the Planning Commission's public hearing for the proposed Ordinance Amendment was published in The Selma Enterprise on August 11, 2021, in compliance with the Selma Municipal Code and Government Code Section 65091; and

**WHEREAS**, on August 23, 2021, the Planning Commission conducted a duly noticed public hearing to consider the Ordinance Amendment; and

**WHEREAS**, the Planning Commission considered the CEQA analysis outlined in the staff report and elsewhere in the Administrative Record which concludes no additional CEQA environmental review is required pursuant to CEQA Guidelines section 15061(b)(3), which states that a project is exempt from CEQA review when there is no possibility that the activity in question will have a significant effect on the environment, because the proposed Ordinance Amendment does not materially change the current parking ordinance in a manner that would result in more impactful uses of City streets; and

**WHEREAS**, the Planning Commission has had an opportunity to review and consider the entire Administrative Record relating to the Project, which is on file with the Department, and reviewed and considered those portions of the Administrative Record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing, which are incorporated herein by this reference.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Selma Planning Commission hereby takes the following actions as follows:

1. The Planning Commission finds that all of the forgoing recitals and facts are true



and correct and are incorporated by this reference.

2. The Planning Commission finds that it is in the best interest of the City and the health, safety, and welfare of its residents to adopt the proposed Ordinance Amendment.

3. The Planning Commission approves this Resolution and recommends adoption of the attached Ordinance Amending Title X, Chapter 10, Sections 10-10-26 and 10-10-27 of the Selma Municipal Code; and adding new Sections 10-10-33, 10-10-34, and 10-10-35 to the Selma Municipal Code.

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PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Selma at a special meeting held on August 23, 2021 by the following vote:

AYES:	6	COMMISSIONERS:	Gonzalez, Sandhu, Salas, Singh, Juarez, Coury
NOES:	0	COMMISSIONERS:	None
ABSTAIN:	0	COMMISSIONERS:	None
ABSENT:	0	COMMISSIONERS:	None

  
\_\_\_\_\_  
Ramza Coury  
Chairman of the Commission

ATTEST:

  
\_\_\_\_\_  
Fernando Santillan,  
Community Development Director

**ORDINANCE NO. 2021-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SELMA AMENDING VARIOUS SECTIONS OF  
CHAPTER 10 OF TITLE X OF THE SELMA MUNICIPAL CODE  
(Trailer / Truck / RV- Parking)**

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

**SECTION 1.** Section 26 of Chapter 10 of Title X of the Selma Municipal Code (the "Code") is hereby amended to read as follows:

**10-10-26: RESTRICTIONS ON PARKING OF COMMERCIAL MOTOR TRUCKS, TRUCK TRACTORS AND/OR "SEMI" VEHICLES.**

(A) It shall be unlawful to place, or have placed, park, keep, or maintain any commercial motor truck (as defined by California Vehicle Code section 410), truck tractor (as defined by California Vehicle Code section 655), and/or "Semi" vehicle, as defined in Section 10-10-35 of this Chapter, on any residential street.

(B) No commercial motor truck, truck tractor, or "Semi" vehicle shall be placed, parked, kept, or maintained in an alley, right of way, or highway, other than a state highway, in the City of Selma for a period exceeding two (2) hours, except in designated areas as set forth in Section 10-10-27 of this Chapter.

**SECTION 2.** Section 27 of Chapter 10 of Title X of the Selma Municipal Code (the "Code") is hereby amended to read as follows:

**10-10-27: EXCEPTIONS TO RESTRICTIONS.**

This Chapter shall not apply under the following conditions:

1. Any vehicle as defined under this C making pickups or deliveries of goods, wares and merchandise from or to any building or structure or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure for which a building permit has previously been obtained. This exception

shall apply only to any such vehicles that are attended, and shall not extend beyond the time necessary therefore, and in no event for more than twelve (12) hours;

2. Any vehicle as defined in this Chapter parked in connection with, and in the aid of, the performance of a service to or on a property in the block in which such vehicle is parked;

3. Any school or passenger bus under the jurisdiction of a recognized school district;

4. Any vehicle as defined in this Chapter owned by a city, county, state, public entity or licensed contractor engaged in the installation, maintenance, or repair of any public property, utility or highway;

5. Any authorized emergency vehicle as defined by the California Vehicle Code;

6. For no more than two (2) additional hours when emergency repairs are in progress, and, the vehicle is attended.

7. For any tow truck designed to tow vehicles having a manufacturer's gross vehicle weight rating of twelve thousand (12,000) pounds or more, and which is in the act of towing such vehicle.

8. "Pickup trucks" as defined in California Vehicle Code Section 471

Furthermore, the restrictions set forth in section 10-10-26 of this chapter shall not apply to the parking of trucks, truck tractors, and trailers as defined with gross weight in excess of five (5) tons where such parking is one hundred feet (100') back from the following intersections:

The west side of East Front Street from Center Street to Nebraska Avenue.

Both sides of West Front Street from Third Street to Golden State Boulevard.

Both sides of Park Street from Golden State Boulevard to McCall Avenue.

Both sides of Todd Street from Golden State Boulevard to McCall Avenue.

Signs to this effect shall be posted, as appropriate.

**SECTION 3.** Section 33 of Chapter 10 of Title X of the Code is hereby added to read as follows:

#### **10-10-33: RECREATIONAL VEHICLES, BOATS, AND TRAILERS.**

Recreational vehicles, fifth wheel trailers, boats, and trailers (collectively referred to as Recreation Vehicles in this section) are permitted subject to the conditions set forth below.

a. **Habitation.** Recreational Vehicles shall not be used for sleeping or habitation, unless permitted per Section 5-5-2 of the Selma Municipal Code.

b. **Parking and Screening.** Recreational Vehicles shall be parked on a non-permeable surface, including a paved driveway, or in the rear yard or side yard, screened by a wall or solid fence not less than six feet in height.

c. **Exceptions.** A Recreational Vehicle may be parked on a residential street for purposes of loading and unloading for up to 72 hours in any month.

d. **Commercial Vehicles.** Commercial rated vehicles, as defined by California Vehicle Code section 260 and not commonly found in residential areas, are prohibited.

SECTION 4. Section 34 of Chapter 10 of Title X of the Code is hereby added to read as follows:

**10-10-34: DEFINITIONS.**

For the purposes of this Section, the following definitions shall apply:

(a) "Semi" shall mean any vehicle having a manufacturer's gross vehicle weight rating of twelve thousand (12,000) pounds or more, or any trailer or semitrailer, as defined by California Vehicle Code section 550, 630, 635 or 636 used and maintained for commercial purposes, and designed for use with, or actually used in conjunction with a Semi, whether licensed or unlicensed.

(b) "Attended" shall mean that the driver or operator of the vehicle or trailer must be physically present, or within the reasonable proximity of the vehicle. In the case of a delivery or transport vehicle, "attended" shall mean that the driver or operator of the vehicle shall be in the act of delivering or accepting the merchandise to or from the customer, or obtaining signatures from the customer or providing the customer with any necessary receipts or other documentation of the transaction.

SECTION 5. Section 36 of Chapter 10 of Title X of the Code is hereby added to read as follows:

**10-10-35: ENFORCEMENT.**

The following officers and employees of the City are hereby designated as enforcement officers and authorized to issue citations for enforcement of this Chapter: Chief of Police and his/her designee(s); Community Development Director and his/her designee(s); any peace officer and code enforcement official.

SECTION 6. California Environmental Quality Act (CEQA): This Ordinance is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3).

Section 7. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular number and incorrect section references.

SECTION 8. Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

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Scott Robertson, Mayor of the City of Selma

ATTEST:

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Reyna Rivera

City Clerk of the City of Selma

APPROVED AS TO FORM:

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Mary Lerner

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

September 7, 2021

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**ITEM NO:** 4.

**SUBJECT:** Consideration of a Resolution approving a request to enter into an Agreement with RRM Design, Inc. for Professional Architectural and Engineering Services on the Rockwell Pond Park Project.

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**DISCUSSION:** This item was tabled at the August 16, 2021 meeting by City Council following a request to conduct a workshop regarding funding the park project.

A Request for Qualifications (RFQ) was sent out for Professional Architectural and Engineering Services for the Rockwell Pond Park Project. Staff received seven RFQ's for consideration.

From the review of the proposals, experience and references, RRM Design, LPA and The HLA Group were selected to be interviewed. (The HLA Group called to cancel their interview due to the number of projects the firm currently had in process). Isaac Moreno, Assistant City Manager/Finance Director, Mikal Kirchner, Recreation and Community Services Director, Shane Ferrell, Public Works Director, Fernando Santillan, Community Development Director and Jerry Avalos, Vanir Construction our Project Management firm interviewed RRM and LPA.

Based on the review and information gathered from the proposals and interview process, staff is recommending RRM Design. The Rockwell Park Project is receiving \$4,416,000.00 in grant funds to complete a 28-acre park. Professional Architectural and Engineering Services is inaugural part of the park project. RRM following negotiations with the City has agreed upon \$727,500.00 for their services.

The Professional Architectural and Engineering Services is the next key step in the development of the park. During the design phase there will be opportunities for the Community to provide input as well as a presentation and review at a City Council meeting. Following the design phase, the Request for Proposals (RFP) will be opened up for construction of the park.

RRM Design will be at the meeting to answer questions, if approved, a kick-off meeting will be held immediately so work can begin.

<b><i>COST: (Enter cost of item to be purchased in box below)</i></b>		<b><i>BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).</i></b>
\$727,500.00		None.
<b><i>FUNDING: (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).</i></b>		<b><i>ON-GOING COST: (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).</i></b>
Funding Source: To Be Determined City Funds/Park Grant  Fund Balance: \$		None.

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**RECOMMENDATION:** Approve City Manager to sign and enter into agreement with RRM Design for the purpose of Professional Architectural and Engineering Services on the Rockwell Pond Park Development.

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\_\_\_\_\_/s/\_\_\_\_\_  
Mikal Kirchner, Director of Recreation

\_\_\_\_\_  
Date

08/31/2021

\_\_\_\_\_/s/\_\_\_\_\_  
Isaac Moreno, Asst. City Manager

\_\_\_\_\_  
Date

08/31/2021

\_\_\_\_\_/s/\_\_\_\_\_  
Ralph Jimenez, Interim City Manager

\_\_\_\_\_  
Date

08/31/2021



**RESOLUTION NO. 2021 –  
A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SELMA, CALIFORNIA, APPROVING A  
REQUEST TO ENTER INTO A CONTRACT  
AGREEMENT BETWEEN THE CITY OF SELMA AND  
RRM DESIGN**

**WHEREAS**, the City has received grant funds for the development of a 28-acre park located near Rockwell Pond; and

**WHEREAS**, the last park developed in Selma was Shafer Park in 1989; and

**WHEREAS**, the City went out for submission of Request for Qualifications (RFQ) for Professional Architectural and Engineering Services; and

**WHEREAS**, the City reviewed each of the RFQ proposals and conducted a review, reference checks and interviews; and

**WHEREAS**, the City and RRM Design desire to enter into an agreement to provide Professional Architectural and Engineering Services; and

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

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

SECTION 2. The Agreement serves as a public purpose in overseeing the architectural and engineering services of the development and design of a new park.

SECTION 3. The City Council hereby approves the City Manager to enter into the agreement on behalf of the City of Selma with RRM Design.

SECTION 4. RRM shall comply with the City's Municipal Code during construction and shall provide the City with all information required by City staff, including, but not limited to, the following:

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

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

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

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of September, 2021, by the following vote:

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

---

Scott Robertson, Mayor

ATTEST:

---

Reyna Rivera, City Clerk

**AGREEMENT  
FOR ARCHITECTURAL & ENGINEERING SERVICES  
FOR CITY OF SELMA ROCKWELL POND PARK PROJECT**

**I. INTRODUCTION**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, between the CITY OF SELMA, referred to as CITY, and RRM Design Group a California Corporation, referred to as RRM Design Group, with reference to the following:

**II. RECITALS**

A. WHEREAS, the CITY has received a conditional grant award entitled Proposition 68 Statewide Park Development and Community Revitalization Program (Grant), herein incorporated by reference, for the design and construction of the Rockwell Pond Park Project.

B. WHEREAS, the CITY desires to retain RRM Design Group to provide and perform architectural, engineering, and related services in connection with the design and construction of the Rockwell Pond Park Project ("Project").

C. WHEREAS, the CITY desires RRM Design Group to design the project including Development of 28 Acre park and prepare Schematic Design Documents, Design Development Documents and Construction Documents for review and approval.

D. WHEREAS, RRM Design Group is duly licensed as an architect under the laws of the State of California and is qualified and capable of providing and performing the services, work product and its other obligations under this Agreement in accordance with the terms hereof.

**ACCORDINGLY, IT IS AGREED:**

**III. SPECIFIC TERMS**

**TERM:** This Agreement shall commence on the date first written above and continue unless otherwise terminated as provided in this Agreement.

**SERVICES TO BE PERFORMED:** RRM Design Group shall provide Services and authorized Additional Services, as more particularly enumerated in this Agreement, for and necessary to the Project, with its employees and Sub-Consultants, as identified in this section below and described in Exhibit A attached herein and incorporated herein by this reference. RRM Design Group's services hereunder shall be performed or provided as expeditiously as possible consistent with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of Project design and construction. The RRM Design Group shall complete the Services within the time frames and according to the tasks specified in the Schedule described below. Upon request of the CITY, the RRM Design Group shall submit for the CITY's approval a detailed schedule for the performance of the RRM Design Group's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the CITY's review and approval of submissions

and for approvals of authorities having jurisdiction over the Project. The RRM Design Group shall consult with the CITY to coordinate RRM Design Group's detailed schedule with the Project master schedule. This detailed schedule, when approved by the CITY, shall not, except for causes beyond RRM Design Group's control and through no fault or neglect of RRM Design Group, be exceeded by RRM Design Group. RRM Design Group shall endeavor to improve upon the Project master schedule wherever possible.

1. The design services by the Consultant shall include, but are not be limited to:
  - a. Program Verification Study at the outset of design
  - b. Extensive coordination with utility agencies, other CITY consultants performing off-site improvements, including DeWolf Avenue road improvements, and development of water, sewer and power lines to the project site, and any other consultants or agencies required to attain all necessary permits to develop the park and determine connection fees.
  - c. Provide design for a 28-acre park with elements/amenities identified in CITY's funding application to the California State Parks agency, plus any other elements/amenities determined by the CITY.
  - d. Provide design a Vehicular Land Bridge – On the southern end of the park project to cross Rockwell Pond at the narrowest point south to the northeast development. Design land bridge to allow two-way vehicular traffic and pedestrian walkway on either side of the roadway. Water and sewer line will be passed underneath the roadway.
  - e. Site land survey to be provided by the CITY yet verified by the A/E as needed to ensure adherence to actual elevations, coordinates and new work.
  - f. Architectural and engineering Construction Plans and Specifications (SD, DD and CD)
  - g. Attend and present latest design at community outreach meetings (up to 2 max.) and City Council (up to 1 max.)
  - h. Attend weekly design steering committee meetings (mostly virtual) with City and Construction Manager
  - i. Responding to questions from potential Bidders
  - j. Attend weekly Owner, Architect & Contractor (OAC) Meetings during construction phase, either virtually or in-person, as necessary.
  - k. Attend special meetings in person, as necessary, during construction to address design issues.
  - l. Attend pre-bid, pre-construction, and post-construction meetings
2. Project Deliverables may include, but are not be limited to:
  - a. Site land survey to be provided by the CITY yet verified by the A/E as needed to ensure adherence to actual elevations, coordinates and new work.
  - b. Schematic Design Plan Sets (100%)
  - c. Design Development Plan Sets (100%)
  - d. Construction Documents at the 50%, 95% and Final stages
    - i. At each level of design, two (2) sets of full-size and two (2) half-size sets [4 total] of plans and specifications shall be provided to the City and their consultants.
    - ii. Final Construction plans shall include three (3) full-size sets of plans, two (2) half-size (11" X 17") sets of plans, five (5) sets of specifications and special provisions, and electronic versions of each document in:
      1. Word (2017 or higher version) and,
      2. AutoCAD, as well as,

3. Pdf versions of each document.
  - e. Comparative Cost Estimate for each phase (100% SD, 100%DD & 95% CD) in the format approved by the CITY's Construction Manager.
  - f. CITY will provide the A/E with the latest geotechnical site investigation report for their use. A/E shall perform and provide supplemental report with boring data to geotechnical soils report below structural elements (buildings, splash pad, playground, hardscape, sidewalks, paved areas, etc.) of the park.
3. Provide a Master Schedule in a format acceptable to the CITY's Construction Manager to be updated after every milestone and follows the below proposed milestone schedule. The A/E shall endeavor to reduce the time shown below and complete the project sooner.
  - a. Design work shall be completed within a timely manner as to not create any delays with CITY and State Agency approvals.
  - b. CITY acknowledges that RRM Design Group cannot guarantee schedule deadlines for items of work that are not in their control, including but not limited to permitting agency review time, other CITY-retained consultants upon whom RRM Design Group's work is dependent, and scheduling of CITY meetings.

**Required Deadlines:**

KEY EVENTS	START DATES	COMPLETION DATES	DURATION (CALENDAR DAYS)
Program Verification & Schematic Design	8/25/21	10/19/21	55
Architect's 100% SD Design & Cost Estimate, Review & Reconciliation	10/20/21	11/16/21	27
Design Development	11/17/21	3/8/22	121
Architect's 100% DD Design & Estimate, Review & Reconciliation	3/9/22	4/5/22	27
Construction Documents	4/6/22	11/1/22	209
A/E 50% CD Due to City	6/3/22	6/3/22	0
A/E 95% CD Due to City	8/9/22	8/9/22	0
Architect's 95% CD Design & CITY's Cost Consultant Estimate Review & Reconciliation @ 95% CD	8/10/22	9/6/22	27
Architect Completes 100% CD & Attain Agency/Utility/AHJ Approvals	9/7/22	11/1/22	55
City Council Approval to Proceed to Bid	11/2/22	11/14/22	12
Construction Bids & Award	11/15/22	1/24/23	70
Notice to Proceed	1/25/23	2/3/23	9
Construction	2/6/23	2/5/24	365
Occupancy/Operational	2/6/24	2/27/24	22

**PAYMENT FOR SERVICES AND METHOD OF PAYMENT:** The CITY shall pay RRM Design Group the Firm Fixed Contract Price of **\$727,500.00** for the Services set forth in the attached **Exhibit B**, with payment in accordance with the terms hereof. The Contract Price includes RRM Design Group's fee, travel expense, telecommunications services expense, printing and reproduction expense, postage and handling expense, personnel expense, inclusive of all benefits and burdens, insurance and all other administrative or overhead associated with or arising out of performance of this Agreement. The Firm Fixed Contract Price covers all RRM Design Group's costs and expenses except as provided in this section. Services shall be invoiced in a format that is acceptable to the CITY, including a description of services rendered, the task involved, and, the rate/cost and units of such service. Each invoice shall be detailed enough to allow the CITY of SELMA Auditor to track charges to the services provided and expenses incurred in accordance with **Exhibit B**, using normal accounting procedures. The form of invoice shall be acceptable to the Auditor. Payment shall be made in accordance with the normal payment cycle of the CITY; and, CITY shall endeavor to see that payment is made within thirty (30) days following approval of an invoice by the designated Owner Representative and the Auditor. Charges which are found by the Auditor not to constitute an allowable cost shall not be paid. Payments may also be reduced or increased below of above invoiced amounts to allow for overpayments or underpayments made on preceding invoices. Expenses and other costs must be allowable under the Grant and the related state agreements the CITY has entered into.

## **USE OF DESIGN DOCUMENTS**

**Ownership.** All of the RRM Design Group's work product, including instruments of service, working drawings, master plans, preliminary sketches, architectural and engineering presentation drawings, structural and other engineering calculations or computations and estimates, prepared by or on behalf of the RRM Design Group under this Agreement are and shall remain the property of the CITY. Upon the termination of this Agreement, the CITY may use any portion of the RRM Design Group's work product, including instruments of service (whether they are completed or in progress) for any purpose, in the sole and exclusive discretion of the CITY. In the event of any reuse of RRM Design Group's work product by or through CITY, CITY has a duty to indemnify, defend and hold RRM Design Group harmless from any and all claims, causes of action, damages, losses, liability and expenses, including but not limited to attorney's fees, resulting from the use of RRM Design Group's work product on other projects. Except for marketing and business development purposes, RRM Design Group shall not, without the prior consent and approval of the CITY which may be granted, withheld or restricted in the sole and exclusive discretion of the CITY, reproduce or otherwise use any documents owned by the CITY pursuant to this Agreement.

**CAD/BIM DATA.** In the event that RRM Design Group utilizes Computed Aided Drafting (CAD) and/or building information modeling (BIM), at each stage of its submission of Schematic Design Documents, Design Development Documents and Construction Documents to the CITY pursuant to the terms hereof, RRM Design Group shall also submit corresponding deliverables.

**ARCHITECT'S STANDARD OF CARE.** RRM Design Group represents that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein. RRM Design Group shall provide the



Services and authorized Additional Services: (i) using recognized industry standards professional skill and judgment; (ii) acting with due care and in accordance with professional standards of care and the terms hereof; and (iii) in accordance with all applicable laws, codes, rules or regulations.

## **CITY'S RESPONSIBILITIES.**

CITY's Requirements. CITY will provide full information regarding requirements for the Project, including a program which state CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements ("CITY's Program").

CITY's Budget. CITY and RRM Design Group will mutually agree in writing to an overall budget for the Project including the Cost of the Work, CITY's other costs and reasonable contingencies related to all of these costs ("CITY's Budget"). Specific examples of contingencies to be included in CITY's Budget include but are not limited to: (1) variations in design; (2) unknowns and variables in market and bidding conditions; and, (3) unknowns and variables in the construction process including, but not limited to: (i) unforeseen underground and otherwise concealed conditions; (ii) changes in laws, codes, or regulations; (iii) changes in CITY's Program or functional needs; (iv) changes in available materials or systems; (v) incidental changes normally associated with the Work; (vi) changes required to obtain the Sustainable Design Objective; and variation required as a result of Fast Track Scheduling. CITY has a duty to update CITY's Budget as the Project progresses and inform RRM Design Group of any material changes to CITY's Budget occurring after it is agreed to by RRM Design Group and CITY.

Survey & Other Project Site Information. CITY will furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey will be referenced to a Project benchmark. CITY is solely responsible for obtaining the legal right(s) to use the CITY's property as intended and will, at its own cost and expense, obtain all easements, right-of-ways and other property rights required to design and construction the Project.

Existing Facility Information. If the Services involve existing facilities, CITY will provide as-built/ record drawings, floor plans, diagrams, lay-outs, specifications and other documentation relevant to such facility. CITY has a duty to notify RRM Design Group of any conditions beyond those which are apparent by non-intrusive observations of the existing facility. RRM Design Group has no obligation to perform destructive testing or investigate concealed or unknown conditions.

Information, Approvals & Decisions. CITY, its consultants and designated representatives will render decisions, approvals and provide information in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services.

Sufficiency of Information. The services, decisions, approvals, information, surveys, reports and other information required by this Article will be furnished at CITY's expense, RRM Design Group is entitled to rely upon the accuracy and completeness thereof. Prompt written notice will be given to RRM Design Group if CITY becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

CITY's Other Consultants. CITY will furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by RRM Design Group. CITY will require its consultants to maintain professional liability insurance and other liability insurance as appropriate to the services provided.

## **COST OF THE WORK.**

Cost of the Work. The term "Cost of the Work" means the total estimated cost to CITY of all elements of the Project designed or specified by RRM Design Group and includes the cost at current market rates of labor and materials furnished by CITY and equipment designed, specified, selected or specially provided for by RRM Design Group, plus a reasonable allowance for the Contractor's overhead and profit. Cost of the Work does not include the compensation of RRM Design Group and its Subconsultants, the cost of the land, rights-of-way, financing, contingencies for changes in the Work and other costs that are the responsibility of CITY.

Responsibility to Design to Budget. CITY will retain an experienced cost consultant to review the Drawings, Specifications and other documents prepared RRM Design Group and its Subconsultants at the 90% Construction Document level and to prepare estimates of the Cost of the Work. RRM Design Group shall be responsible to provide estimates at Schematic Design level and Design Development level to ensure project is within Budget. RRM Design Group and CITY's cost consultant's estimates will include appropriate contingencies for refinement of design, bidding or negotiating, price escalation, reasonable fluctuations in market conditions, and reasonable change orders occurring during construction of the Work. RRM Design Group may review the cost consultant's estimates for RRM Design Group's guidance in completion of its Services. RRM Design Group is entitled to rely on the accuracy and completeness of any estimate of the Cost of the Work prepared by the CITY's cost consultant. RRM Design Group will report to CITY any material errors, omissions, inaccuracies and inconsistencies noted in the cost consultant's estimates during its review.

Reconciling Estimates of the Cost of the Work. RRM Design Group will modify the Drawings, Specifications or other documents to reconcile a difference between CITY's Budget and an estimate of the Cost of the Work at no additional cost to the CITY. RRM Design Group shall be responsible to design the project to the CITY's Budget. Any costs to regain compliance with the CITY's Budget shall be solely borne RRM Design Group

Limited Liability. RRM Design Group does not warrant or represent that the actual bids or negotiated prices will not vary from CITY's Budget or from any estimate of Cost of the Work agreed to by RRM Design Group. RRM Design Group does not warrant or represent that the final Cost of the Work will not exceed the CITY's Budget RRM Design Group's sole responsibility and liability with regard to the CITY's Budget is to modify the Deliverables and Tender Documents in accordance with this Article.

## **IV. GENERAL TERMS**

### **1. INDEPENDENT CONTRACTOR STATUS:**

This Agreement is entered into by both parties with the express understanding that RRM Design Group will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the



RRM Design Group or any of its agents, employees or officers as an agent, employee or officer of CITY.

RRM Design Group agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of CITY. Subject to any performance criteria contained in this Agreement, RRM Design Group shall be solely responsible for determining the means and methods of performing the specified services and CITY shall have no right to control or exercise any supervision over RRM Design Group as to how the services will be performed. As RRM Design Group is not CITY'S employee, RRM Design Group is responsible for paying all required state and federal taxes. In particular, CITY will not:

- Withhold FICA (Social Security) from RRM Design Group payments.
- Make state or federal unemployment insurance contributions on RRM Design Group's behalf.
- Withhold state or federal income tax from payments to RRM Design Group.
- Make disability insurance contributions on behalf of RRM Design Group.
- Obtain unemployment compensation insurance on behalf of RRM Design Group.

Notwithstanding this independent contractor relationship, CITY shall have the right to monitor and evaluate the performance of RRM Design Group to assure compliance with this Agreement.

**COMPLIANCE WITH LAW AND GRANT DOCUMENTS:** RRM Design Group shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to RRM Design Group employees, RRM Design Group shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. The RRM Design Group will be subject to and follow the rules, regulations and requirements of the Grant.

**GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in SELMA CITY, California.

**RECORDS AND AUDIT:** RRM Design Group shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, RRM Design Group shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, RRM Design Group shall make such records available within the CITY to the Auditor of the CITY and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

## **CONFLICT OF INTEREST:**

(a) RRM Design Group agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including RRM Design Group for this purpose, from making any decision on behalf of CITY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any CITY decision which has the potential to confer any pecuniary benefit on RRM Design Group or any business firm in which RRM Design Group has an interest, with certain narrow exceptions.

(b) RRM Design Group agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the CITY designated representative and provide all information needed for resolution of this question.

**INSURANCE:** Prior to approval of this Agreement by CITY, RRM Design Group shall file with the submitting department evidence of required insurance as set forth in **EXHIBIT C** attached. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s).

**INDEMNIFICATION:** To the full extent permitted by law, and consistent with California Civil Code Section 2782.8, RRM Design Group shall hold harmless, defend and indemnify CITY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including CITY property, to the extent that is found to arise from, or be in connection with, the performance of this Agreement due to the negligence, recklessness, or willful misconduct of RRM Design Group or its agents, officers and employees. RRM Design Group shall reimburse City for any reasonable related expenditures, including reasonable attorneys' fees and costs. This indemnification specifically includes any claims that may be made against CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against CITY alleging civil rights violations by RRM Design Group under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on CITY for RRM Design Group failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

## **TERMINATION:**

Without Cause: CITY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. CITY will pay to the RRM Design Group the compensation earned for work performed and not previously paid for to the date of

termination. CITY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from RRM Design Group and its sub-contractors of any and all plans, specifications and estimates, and other documents prepared by RRM Design Group in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, CITY may terminate this Agreement based on:

- (6) material misrepresentation, either by RRM Design Group or anyone acting on RRM Design Groups behalf, as to any matter related in any way to CITY's retention of RRM Design Group, or
- (7) other misconduct or circumstances which, in the sole discretion of the CITY, either impair the ability of RRM Design Group to competently provide the services under this Agreement, or expose the CITY to an unreasonable risk of liability.

CITY will pay to the RRM Design Group the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from RRM Design Group of any and all plans, specifications and estimates, and other documents prepared by RRM Design Group by the date of termination in accordance with this Agreement. CITY will not pay lost anticipated profits or other economic loss, nor will the CITY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the RRM Design Group's scope of work exceeds the unpaid balance of the agreement, the RRM Design Group must pay the difference to the CITY. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where RRM Design Group's services have been terminated by the CITY, said termination will not affect any rights of the CITY to recover damages against the RRM Design Group.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of CITY for which RRM Design Group's services are to be performed, may immediately suspend performance by RRM Design Group, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal

by RRM Design Group to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

(e) **Delivery of Documents to CITY:** In the event of suspension or termination as provided in this Article, all finished or unfinished documents or other work product prepared by the RRM Design Group or by any person or entity retained by the RRM Design Group for the Project up to the date of such suspension or termination, including but not limited to, all conceptual design, schematic design, design development and construction contract documents, data, studies, surveys, estimates, drawings, maps, models, photographs and reports, shall be delivered to the CITY and shall become the CITY's property. At the CITY's option, the RRM Design Group shall cause any and all contracts and subcontracts related to planning, design or construction administration to be assigned to the CITY upon the suspension or termination of this Agreement and RRM Design Group thereupon shall be relieved of any continuing responsibility for all such assigned contracts for work performed thereunder after the date of such assignment.

**LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the CITY, that the CITY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

**NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**CITY:**

**With A Copy To:**

**City of Selma  
1710 Tucker Street  
Selma, CA 93662**

**Phone No.: (559) 891-2200**

**Fax No.: (559) 891-7785**

**RRM Design Group:**

**Phone No.: (805) 543-1794**

**Fax No.: (805) 543-4609**

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, CITY is relying on the personal skill, expertise, training and experience of RRM Design Group and RRM Design Group's employees and no part of this Agreement may be

assigned or subcontracted by RRM Design Group without the prior written consent of CITY.

**DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

**FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

**CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

**HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

**NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

**EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

**ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between RRM Design Group and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.



**ASSURANCES OF NON-DISCRIMINATION:** RRM Design Group shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

It is recognized that both the Contractor and the CITY have the responsibility to protect CITY employees and CITYs from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The CITY, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to CITY pursuant to this Agreement with other employees where CITY is concerned that its employees or CITYs may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude CITY from terminating this Agreement with or without cause as provided for herein.

**COUNTERPARTS:** This Agreement may be executed simultaneous in two or more counterparts, each of which is deemed an original. When proving this Agreement, it is only necessary to produce the counterpart signed by the party against who such proof is presented.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**CITY OF SELMA**

Date: \_\_\_\_\_ BY \_\_\_\_\_  
Interim City Manager

ATTEST:

By \_\_\_\_\_  
Reyna Rivera, City Clerk

RRM Design Group

Date: \_\_\_\_\_ By \_\_\_\_\_  
TITLE \_\_\_\_\_

Date: \_\_\_\_\_ By \_\_\_\_\_  
TITLE \_\_\_\_\_

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
City Attorney

By \_\_\_\_\_  
Lozano Smith

Date \_\_\_\_\_

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **Task A: Programming Subtask A.1: Kickoff Meeting and Site Tour**

The kickoff meeting will be attended by key RRM Design Group team members, City staff and other key individuals determined by the City. The purpose of the kickoff meeting is to provide an opportunity to specifically discuss the project goals, key issues, design considerations, program elements, and schedule and design process. We will also collect any relevant background information and data from the City that might be useful for the project including, but not limited to, topographic survey and base map and existing utility as-built plans from the Farming Automotive site. Following the meeting, we will tour the site with City staff to better familiarize ourselves with site constraints, opportunities, and challenges.

##### *Deliverables:*

- *Prepare for and attend one (1) kickoff meeting and site tour*

#### **Subtask A.2: Programming and Master Planning**

The program will establish and confirm goals, identify concepts, and determine the functional needs necessary to complete the project. Following the kickoff meeting, RRM will prepare a programming memorandum that establishes the basis of design and defines the project's scope.

RRM will develop two conceptual design alternatives based on the confirmed program and concept level site plan in the RFQ. The alternatives will show the location of improvements, including park amenities, fields, restroom(s), splash pad, playground, picnic areas, basketball, parking, path systems, and other facilities included in the program. The plans will be schematic in nature and illustrative to be presented to the community and staff.

After Community Outreach Meeting #1, RRM will develop a single Final Master Plan Graphic. This plan will likely pull elements from both design alternatives to reflect the consensus of the most preferred and acceptable grouping and arrangement of recreational features and park amenities. The plan will be illustrative in nature.

Based on the Final Master Plan Graphic, RRM will prepare a high-level projection of probable project costs. This budget will include line items for key and major features and facilities within the plan to assist the City in determining priorities and keeping the design and programs within budget.

##### *Deliverables:*

- *One (1) preliminary project schedule*
- *One (1) project program summary review*
- *Two (2) draft concept plan graphics (color, digital, and hard copy)*
- *One (1) final site plan (color, digital, and hard copy)*
- *One (1) projection of probable project costs*



### **Task B: Community Outreach Subtask B.1: Community Outreach Meeting #1**

RRM will plan and facilitate a community outreach meeting to present the two design alternatives. After the presentation of the different plans, meeting participants will have an opportunity to provide feedback on the designs through an interactive exercise. The input we receive from this meeting will be analyzed and discussed with staff and the steering committee and will be the basis for the next phase of design, a single Final Conceptual Master Plan graphic.

#### ***Deliverables:***

- *Plan and facilitate outreach meeting*
- *Outreach materials*

### **Subtask B.2: Community Outreach Meeting #2**

RRM will plan and facilitate a community outreach meeting to present the single Final Conceptual Master Plan Graphic.

#### ***Deliverables:***

- *Prepare and present the Final Conceptual Master Plan Graphic to the community*

### **Subtask B.3: City Council Meeting**

RRM will assist City staff in presenting the single Final Conceptual Master Plan Graphic to City Council as needed. The presentation will likely be a PowerPoint joint effort prepared by RRM and City staff to be provided to staff for their input prior to the meeting.

#### ***Deliverables:***

- *Prepare and present the Final Conceptual Master Plan Graphic at one (1) City Council meeting*

### **Task C: Preliminary Phase Subtask C.1: Steering Committee Meetings**

RRM will attend weekly design steering committee meetings (mostly virtual) with City and Construction Manager.

#### ***Deliverables:***

- *Prepare and attend weekly meeting*
- *Assumes one (1) virtual meeting per week from project kickoff through the end of schematic design (up to 16 meetings)*

### **Subtask C.2: 100% Schematic Design Documents**

Based on the Client-approved program, Final Conceptual Master Plan Graphic, schedule, and construction budget requirements, RRM will prepare schematic design drawings and outline specifications. The schematic design will indicate the proposed improvements with sufficient information so that a clear direction for subsequent phases can be determined. RRM will develop outline specifications in CSI-format.

#### ***Deliverables:***

- *Schematic design drawings*
- *Outline specifications*

### **Subtask C.3: 100% Schematic Design Cost Estimate**

RRM will prepare a construction cost estimate for the project at the 100% schematic design stage. The detailed construction cost opinion will break out each component of the scope of service on a line item spreadsheet with item descriptions and unit costs. Due to many variables surrounding bidding and construction conditions, this opinion will not represent a guarantee that bids received or actual costs of construction will be equal to the opinion.

#### ***Deliverables:***

- *One (1) preliminary construction cost estimate based on 100% schematic design*

### **Subtask C.4: 100% Design Development Documents**

Based on the schematic design phase, RRM will prepare a 100% design development package. The design development task will build upon the schematic design and provide more detail and definition of park features and spaces. The design development package will consist of:

- Preliminary site plan
- Building floor plans, reflected ceiling plan, roof plan, and elevations
- Selected details
- Preliminary grading plan
- Preliminary utility plan
- Irrigation mainline routing plan
- Preliminary planting plan and plant list
- Draft specifications

#### ***Deliverables:***

- *One (1) design development package (contents listed above)*

### **Subtask C.5: 100% Design Development Cost Estimate**

RRM will prepare a construction cost estimate for the project at the 100% design development stage. The detailed construction cost opinion will break out each component of the scope of service on a line item spreadsheet with item descriptions and unit costs. Due to many variables surrounding bidding and construction conditions, this opinion will not represent a guarantee that bids received, or actual costs of construction will be equal to the opinion.

#### ***Deliverables:***

- *One (1) update of cost estimate based on 100% design development package*

### **Subtask C.6: Supplemental Topographic Survey**

RRM's subconsultant, Central Valley Engineering and Surveying, will provide up to 40 hours of supplemental surveying as required for key areas of the site such as bridge abutment and entry driveway.

#### ***Deliverables:***

- *Topographic survey and base mapping in AutoCAD format*

### **Task D: Development of Construction Documents**

Using the approved Final Design Development Package, RRM will prepare a construction documents package for submittal to the City at the 50%, 95%, and bid-ready (100%) levels. The contents of the construction document package will be as follows:

- Demolition Plan
- Civil Plans and Details
- Architectural Plans and Details
- Structural Details and Calculations (anticipated for building, pre-engineered structure foundations and miscellaneous landscape details)
- Mechanical, Electrical, Plumbing Plan and Details
- Landscape Plans and Details
- Technical Specifications (CSI format)

#### **Subtask D.1: 50% Construction Documents**

Based on the design development phase and construction cost estimate, RRM will develop the design of the restroom building systems and site improvements for the project.

##### ***Deliverables:***

- *One (1) 50% construction document package*
- *One (1) draft technical specifications in CSI format*
- *Two (2) sets of full-size and two (2) half-size sets [4 total] of plans and specifications*

#### **Subtask D.2: 95% Construction Documents – Building Department Review**

Based on the 50% construction document drawings and specifications, RRM will proceed with the preparation of the 95% construction documents for the project.

##### ***Deliverables:***

- *One (1) 95% construction document package*
- *One (1) draft technical specifications in CSI format*
- *Two (2) sets of full-size and two (2) half-size sets [4 total] of plans and specifications*
- *Title 24 reports*
- *Perform structural calculations*

#### **Subtask D.3: 95% Construction Cost Estimate**

RRM will prepare a construction cost estimate for the project at the 95% construction document stage. The detailed construction cost opinion will break out each component of the scope of service on a line item spreadsheet with item descriptions and unit costs. Due to too many

variables surrounding bidding and construction conditions, this opinion will not represent a guarantee that bids received or actual costs of construction will be equal to the opinion.

##### ***Deliverables:***

- *One (1) updated cost estimate based on 95% construction document package*

#### **Subtask D.4: Permit Processing**

RRM will re-submit the 95% construction documents to the City building department for back check.

***Deliverables:***

- *One (1) resubmittal of construction document package*

**Subtask D.5: Bid-Ready Package**

RRM will incorporate final City and Agency comments and prepare the bid documents for bidding.

***Deliverables:***

- *Final bid-ready construction drawings*
- *Final technical specifications*
- *Three (3) full-size sets of plans, two (2) half-size (11x17) sets of plans, five (5) sets of specifications and special provisions, and electronic versions of each document in:*
  - *o Word*
  - *o AutoCAD*
  - *o BIM formats*
  - *o PDF versions of each document*

**Task E: Construction Phase Subtask**

**E.1: Bidding Assistance**

RRM will support the City during the bidding process. We will respond to bidder questions and pre-bid substitution requests forwarded to us by the City, and issue addenda as deemed necessary and reasonable by the City to clarify design related issues. As part of this task, we will attend one pre-bid conference.

***Deliverables:***

- *Respond to bidder questions*
- *Prepare one (1) addendum if necessary*
- *Attend one (1) pre-bid conference with prospective bidders*

**Subtask E.2: Construction Administration – 12-Month Construction Duration**

Following the award of the general construction contract, RRM will support the City during the construction phase of the project. RRM will review and respond to Requests for Information (RFI), Change Orders (CO), submittals, contractor supplied shop drawings, and pay applications. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details.

***Deliverables:***

- *RFI response, CO review, submittal reviews, shop drawings review, supplemental instructions, pay application review, and general record keeping documents*

**Subtask E.3: Construction Meetings – Twelve-Month Construction Duration**

RRM's project manager and/or designated representative will prepare for and attend regularly scheduled construction meetings. For the purposes of this proposal, we assume weekly City, Architect, and Contractor (OAC) meetings over a twelve-month construction duration. While on site, RRM's project manager and/or appropriate team member will observe construction progress; these site visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work, but rather are to allow

RRM to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

RRM shall not supervise, direct, or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor, nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents.

RRM shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. RRM does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform work in accordance with the contract documents or any applicable laws, codes, rules, or regulations.

***Deliverables:***

- *One (1) pre-construction meeting*
- *Three (3) on-site project meetings / construction observations as needed throughout the duration of construction*
- *Attend weekly (three per month) City, Architect, and Contractor (OAC) meetings during the construction phase, virtually, as necessary (12-month duration – up to 40 meetings)*
- *Attend monthly City, Architect, and Contractor (OAC) Meeting during construction phase, in-person, as necessary (12-month duration – up to 12 meetings)*

**Subtask E.4: Record Drawings**

Upon completion of construction work, RRM will compile a digital set of record drawings in PDF format based upon the marked-up record drawings, addenda, change orders, and other data furnished by the contractor. These record drawings will show significant changes made during construction. Because these record drawings are based on unverified information provided by a third-party, which RRM shall assume will be reliable, RRM cannot and does not warrant their accuracy.

***Deliverables:***

- *One (1) set of reproducible set of record drawings*

**Subtask E.5: Project Close Out**

RRM's project manager and/or key team members will attend two site walks with the City and General Contractor to prepare two punch lists: preliminary and final. Punch lists will include written notes, plan markups, and keyed photographs, as necessary. These site walks will be conducted when the project is deemed by the City to be substantially complete, and not on an individual 'trade-by-trade' basis (such as concrete work).

***Deliverables:***

- *Attend two (2) site walks with City and contractor*
- *Prepare two (2) punch lists (preliminary and final)*

## SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Document distribution to permitting agencies
- Payment of fees
- Coordination with County as necessary
- Front end specifications, bid forms, and assembly of specification book (project manual)
- Soil testing for horticultural suitability
- As-built plans (e.g. utilities)
- Construction management
- Topographic survey and base mapping
- Geotechnical analysis and reports
- Playground Safety Audit (CPSI)

## LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis.

The following services or tasks are specifically excluded from the scope:

- Storm water Pollution Prevention Plan (SWPPP) and QSP Services (Assumes SWPPP will be prepared by General Contractor)
- Storm water mitigation and/or pump station
- Fire sprinklers
- LEED documentation
- CEQA documentation
- Off-site street improvements on De Wolf Avenue, e.g., curb, gutter, and sidewalks, road widening/lane reconfiguration, streetlights, traffic signals
- Undergrounding of overhead utilities
- Bid forms and general conditions
- Extension of off-site utilities to project boundary
- Boundary survey and/or parcel map
- Off-site hydrology studies
- Multiple bid packages (for phased construction)
- Sketches and 3D renderings
- Construction phasing and implementation analysis
- Construction staking
- Permit fees
- Off-site utility analysis
- Hydrological analysis of Rockwell Pond
- Technical/scientific reports and studies (e.g., seismologic)
- Meetings beyond those listed above
- Irrigation audit
- Active electronics for data distribution (Wi-Fi, routers, servers, etc.)



- Commissioning of systems. Assumes a third party (independent) commissioning agent will be retained if required
- Preparation of separate sets of construction documents
- Lighting acceptance testing (and completing of forms required by Title 24) for lighting and control systems. Acceptance requirements and forms will be included in the electrical specifications and will be the responsibility of the installing contractor
- Post construction topo survey
- Basketball PT slab
- Temporary shoring and/or supports to facilitate construction, this is assumed to be a means and methods construction item provided by the contractor
- Site elements and structures, not specifically noted above, note that these may be provided as an additional service
- Non-conventional foundations (piles, PT-slabs, mat slabs)
- More than one structural plan check agency. Note that plan review by a single agency is included, however plan reviews by multiple structural review agencies would be considered an additional service. This exclusion also applies to peer reviews

**Exhibit B**  
**TASK AND FEE SUMMARY**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FIXED FEE (see footnote A)</b>	<b>T&amp;M NTE (see footnote B)</b>
<b>Task A</b>	<b>Programming</b>		
A.1	Kickoff Meeting and Site Tour	\$ 6,492	
A.2	Programming and Master Planning	\$ 27,500	
<b>Task A Subtotal</b>		<b>\$ 33,992</b>	
<b>Task B</b>	<b>Community Outreach</b>		
B.1-B.3	Meetings	\$ 8,325	
<b>Task B Subtotal</b>		<b>\$ 8,325</b>	
<b>Task C</b>	<b>Preliminary Phase</b>		
C.1	Steering Committee Meetings	\$ 7,500	
C.2	100% Schematic Design Documents	\$ 31,426	
C.3	100% Schematic Design Cost Estimate	\$ 7,975	
C.4	100% Design Development Documents	\$ 75,992	
C.5	100% Design Development Cost Estimate	\$ 8,360	
C.6	Supplemental Topographic Survey	\$ 5,500	
<b>Task C Subtotal</b>		<b>\$ 136,753</b>	
<b>Subtotal</b>			

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FIXED FEE (see footnote A)</b>	<b>T&amp;M NTE (see footnote B)</b>
<b>Task D</b>	<b>Development of Construction Documents</b>		
D.1	50% Construction Documents	\$ 127,600	
D.2	95% Construction Documents – Building Department Review	\$ 144,573	
D.3	95% Construction Cost Estimate	\$ 8,800	
D.4	Permit Processing	\$ 20,000	
D.5	Bid-Ready Package	\$ 90,202	
<b>Task D Subtotal</b>		<b>\$ 391,175</b>	
<b>Task E</b>	<b>Construction Phase</b>		
E.1-E.5	Construction Administration	\$ 152,255	
<b>Task E Subtotal</b>		<b>\$ 152,255</b>	
<b>SUMMARY OF FEES:</b>		<b>\$ 570,245</b>	<b>\$ 152,255</b>
<b>SUBTOTAL:</b>		<b>\$722,500</b>	
<b>Estimated Reimbursable Expenses:</b>		<b>\$5,000</b>	
<b>ESTIMATED PROJECT TOTAL:</b>		<b>\$727,500</b>	



### **Fee Footnotes**

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials -Not to Exceed" (T&M/NTE) establish the maximum that will be billed for each task. Amounts billed will reflect actual hours and will not exceed the maximum amount shown without prior approval by the Client.

### **Reimbursable Expenses**

Incidental expenses incurred by RRM Design Group, or any sub consultant it may hire to perform services for this project, are reimbursed by the Client at actual cost plus 10% to cover its overhead and/or administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), **Selma Rockwell Pond Park Project Proposed Scope of Services** July 14, 2021 Page 12 of 12 renderings, and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

**Adjustment to Hourly Billing Rates** RRM reserves the right to adjust hourly rates on an annual basis.

**Exhibit C**  
**PROFESSIONAL SERVICES CONTRACTS**  
**INSURANCE REQUIREMENTS**

RRM Design Group, hereby referred to as "CONTRACTOR" in Exhibit C, shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

**A. Minimum Scope & Limits of Insurance**

1. Insurance Services Office Commercial General Liability coverage of \$2,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$4,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$2,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

**B. Specific Provisions of the Certificate**

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:
  - a. *The CITY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*

- c. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the CITY.*
- 3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
  - a. Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the contractor, its employees, agents and subcontractors. CONTRACTOR waives all rights against the CITY and its officers, agents, official, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability.*

C. Deductibles and Self-Insured Retentions

The CITY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the CITY Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the CITY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the CITY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The CITY reserves the right to require certified copies of all required insurance policies at any time.