

Agenda Item A.
MINUTES
SELMA CITY COUNCIL
SPECIAL MEETING
December 4, 2023

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662
AND
Teleconference Location
3610 Hill Street

The special meeting of the Selma City Council was called to order at 4:01 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

CLOSED SESSION: Mayor Robertson recessed the meeting into Closed Session at 4:03 p.m. to discuss the following:

Conference With Legal Counsel – Existing Litigation 3 Cases – Pursuant to Government Code Section 54956.9(d)(1)

1. Christie Mooradian v. City of Selma, Fresno County Superior Court Case No. 21CECG02293
2. Frank Santillan v. City of Selma City Council, City of Selma, Fresno County Superior Court Case No. 21CECG00155
3. Noah Mitchell v. City of Selma, Fresno County Superior Court Case No. 22CECG00156

Conference With Legal Counsel – Anticipated Litigation, Significant exposure to litigation pursuant to Government Code Section 54956.9(b): 1 case

Public Employee Performance Evaluation – Pursuant to Government Code 54957
Title: City Manager

Mayor Robertson reconvened the meeting from closed session at 6:04 p.m. City Attorney Mario Zamora reported on the Frank Santillan v. City of Selma Case No. 21CECG00155. He stated that on October 19, 2020, pursuant to Confidential Resolution 2020-01, Council upheld Mr. Santillan's termination. He further stated that a writ of mandate was filed by Mr. Santillan in Fresno County Superior Court to reverse the decision and on March 28, 2022, the Superior Court issued the Writ commanding the Council to set aside that prior decision. Tonight, by a motion from Council member Guerra and a second by Council member Mendoza-Navarro, the vote was unanimous to rescind the prior decision, pursuant to Confidential Resolution 2023-01.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:05 p.m.

Respectfully submitted,
Reyna Rivera, City Clerk

Agenda Item A.
MINUTES
SELMA CITY COUNCIL
REGULAR MEETING
December 4, 2023

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662
AND
Teleconference Location
3610 Hill Street

The regular meeting of the Selma City Council was called to order at 6:06 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

INVOCATION: Pastor Chad Thompson of the Frist Christian Church led the invocation.

ORAL COMMUNICATIONS: Public comment was received from Mr. Hector Chairez, Mr. Jim Jackson, Mr. Victor Solis and Mr. Jim Avalos.

RETIREMENT APPRECIATION FIRE DIVISION CHIEF FABIAN URESTI: Fire Chief Webster presented Division Chief Uresti with a watch and a plaque in appreciation of Division Chief Uresti's 23 years of service. Council thanked him for his service and wished him well in his retirement.

INTRODUCTION OF NEW CITY STAFF: City Manager Santillan introduced Public Works Director Michael Honn. Director Honn thanked Council for the opportunity and recognized members of his public works staff. George Loera, Streets Division; Rob Cisneros, Parks Division; Raul Resendez, Parks Division; Frankie Pimentel, Parks Division; Jess Hernandez, Streets Division; and David Arevalo, Building Maintenance Division. City Manager also introduced Jacob Del Cid who was recently promoted to the Finance Department Manager. Deputy City Manager Keene introduced Miriam Cruz who was recently promoted to the Planning Building Permit Technician.

PACIFIC GAS AND ELECTRIC PG&E PRESENTATION: Local Government Affairs Manager Erica Cabrera and Local Government Affairs Representative Jose Verduzco stepped forward with a power point presentation discussing safety tips and resources, winter bill savings, an overview for new businesses, PGE's fixed charge proposal, and the closure of the Selma Customer Service Center. Council member Guerra inquired on the rate increases. Local Government Affairs Manager Cabrera provided Council with the approximate rate changes for the upcoming four years.

CONSENT CALENDAR: Mayor Robertson requested to pull agenda item E and item F for separate discussion. Council member Guerra requested to pull agenda item J for separate discussion. Council member Mendoza-Navarro motioned to approve the remainder of the Consent Calendar as written. The motion was seconded by Council member Cho and carried unanimously.

- A. Approved **CONSIDERATION OF MINUTES OF NOVEMBER 6, 2023**
- B. Approved **CONSIDERATION OF MINUTES OF NOVEMBER 28, 2023**
- C. Approved **CONSIDERATION OF MINUTES OF DECEMBER 2, 2022**
- D. 2023-107 **CONSIDERATION OF A RESOLUTION APPROVING THE HOURLY RATE INCREASE FOR PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES EFFECTIVE JANUARY 1, 2024**
- E. 2023-108 **CONSIDERATION OF A RESOLUTION APPROVING JOB DESCRIPTIONS AND SALARY RANGES FOR ANIMAL SERVICES MANAGER, ANIMAL SERVICES OFFICER, CLERICAL ASSISTANT I-II, GRANTS MANAGER, PUBLIC WORKS SUPERVISOR**

Mayor Robertson pulled this item to inquire on the animal services officer and manager position and asked for clarification. City Manager Santillan advised that the positions, if needed, would be available. A motion then made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve RESOLUTION NO. 2023-108R APPROVING JOB DESCRIPTIONS AND SALARY RANGES FOR ANIMAL SERVICES MANAGER, ANIMAL SERVICES OFFICER, CLERICAL ASSISTANT I-II, GRANTS MANAGER, PUBLIC WORKS SUPERVISOR. The motion passed with the following vote:

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

- F. 2023-109 **CONSIDERATION OF A RESOLUTION REJECTING BIDS FOR THE CLARKSON LIFT STATION IMPROVEMENT PROJECT**

Mayor Robertson pulled this item and requested additional information. City Manager Santillan discussed the background of the item and requested that Council approve in order to rebid the project. He further discussed the concerns of Selma Kingsburg Fowler County Sanitation District “SKF” delaying the project for approximately one year. Council member Guerra inquired on the timeline. City Manager Santillan discussed project timeline of three to four months. Council member Trujillo also discussed his concerns on the initial delay from SKF and any associated costs incurred should be relayed to SKF. City Manager Santillan discussed the initial delay factors for the project. Motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve RESOLUTION NO. 2023-109R REJECTING BIDS FOR THE CLARKSON LIFT STATION IMPROVEMENT PROJECT. The motion passed unanimously.

- G. 2023-110 **CONSIDERATION OF A RESOLUTION APPROVING THE NOTICE OF COMPLETION FOR THE CDBG PROJECT NO. 20651 DOWNTOWN ADA IMPROVEMENT PROJECT**

- H. 2023-111 **CONSIDERATION OF A RESOLUTION DECLARING SURPLUS AND SALE, DONATION OR DISPOSAL OF CITY PROPERTY**

I. 2023-112

CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SELMA SR-99 GATEWAY TO DOWNTOWN REVITALIZATION PROJECT

J. Approved

CHECK REGISTER DATED NOVEMBER 20, 2023

Council member Guerra pulled this item requesting additional information on the check issued to Cut Rite Tree Service, Selma Collision Center, and Mayor Pro Tem Beverly Cho. Mayor Robertson inquired on the check for Hanson Bridgett LLP. City Manager Santillan clarified that services rendered by Cut Rite Tree Service included tree removal for the ponding basins on Orange Avenue and Shafer Park and discussed that the check originally issued to Mayor Pro Tem Cho was voided and correctly reissued to the Central Valley Lions Club. Fire Chief Webster discussed the repairs of the ambulance. Mayor Robertson inquired on the specific case for the check issued to Hanson Bridgett LLP. City Attorney Zamora advised that he would research and advise. A motion was then made by Council member Mendoza-Navarro and seconded by Council member Trujillo to approve the CHECK REGISTER AS PRESENTED. The motion passed with the following vote:

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

PRESENTATION TO ACCEPT FISCAL YEAR 2021-2022 FINANCIAL STATEMENTS WITH INDEPENDENT AUDITORS REPORT

City Manager Santillan discussed the 2021-2022 Financial Statements and Auditors Report for Council. He stated that once the City has the approval of the audit, City Staff can proceed with the infrastructure financing and begin the next fiscal year audit. Mr. Ryan Jolley stepped forward who presented an overview of the report and discussed the City's net position which is in good fiscal health. He also referenced changes to the accounting policy as required by GASB 96 and advised that there were no findings or concerns. Council member Guerra commented on needing additional review time and requested the opportunity to have a workshop. City Manager Santillan discussed Council member Guerra's concerns and also the clean audit that reflects the good fiscal position based on the report and presentation provided by Mr. Jolley. Public comment was received by Mrs. Rose Robertson. After discussion regarding standard accounting processes and practices, a motion was made by Council member Mendoza-Navarro and seconded by Council member Trujillo to ACCEPT THE FISCAL YEAR 2021-2022 FINANCIAL STATEMENTS WITH INDEPENDENT AUDITORS REPORTS. The motion carried unanimously.

CONSIDERATION OF A RESOLUTION APPROVING WASTE SERVICES CONTRACT WITH MID VALLEY DISPOSAL

City Manager Santillan discussed the extensive request for proposal process, which included a selection committee that evaluated the proposals. He discussed the negotiation process of the Mid Valley Disposal agreement, which would begin July 1, 2024. Council discussed the rates for the agreement and inquired on the exhibits. After clarification on the rates that were previously included in the prior proposal, public comment was received from Ms. Theresa Salas, Ms. Lorena

Betancourt, Mrs. Rose Robertson, and Mr. Jim Avalos. After Council discussion on the timeline, Assembly Bill 1383, and oversight of the agreement, a motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve RESOLUTION NO. 2023-19 APPROVING THE FRANCHISE AGREEMENT WITH MID VALLEY DISPOSAL WITH THE APPROPRIATE RATE EXHIBITS SUBMITTED WITH THE BIDS. The motion carried with the following vote:

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

RECESS: At 7:55 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 8:05 p.m.

INTRODUCTION AND WAIVER OF THE FIRST READING OF AN ORDINANCE AMENDING SECTION 6-3-2 OF THE SELMA MUNICIPAL CODE RELATING TO ANIMAL CONTROL

City Manager Santillan discussed the proposed ordinance that would remove the verbiage specifying a particular contractor. Council discussion occurred regarding the current language which was approved in 2014. Public comment was received from Ms. Brenda Prado, Mr. Hector Chairez, Ms. Parveen Sandhu, Ms. Irene Prieto, Ms. Lizette Hurtado, Mrs. Rose Robertson, Mr. Jim Avalos, Ms. Theresa Salas, Mr. Victor Solis, Ms. Rebecca Hernandez, Ms. Angela Pena, and three anonymous citizens. A motion was then made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to INTRODUCE AND WAIVE THE FIRST READING OF ORDINANCE NO. 2023-7, AMENDING SECTION 6-3-2 OF THE SELMA MUNICIPAL CODE RELATING TO ANIMAL CONTROL AND SCHEDULING THE PUBLIC HEARING FOR JANUARY 16, 2024. The motion carried with the following vote:

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

CONSIDERATION OF AMENDMENT NO. 2 TO CITY OF SELMA'S AGREEMENT WITH SECOND CHANCE ANIMAL SHELTER

City Manager Santillan discussed the agreement with Second Chance Animal Shelter, compliance concerns, and research with other entities regarding availability. He requested that Council allow the current agreement to expire and bring in the Fresno humane Society to consult in order to allow for transparency and accountability. Council discussion regarding the Second Chance Animal Shelter's role moving forward, the contract amount paid year to date and accounting practices. Public comment was received from Ms. Lorena Betancourt, Ms. Irene Prieto, Mr. Hector Chairez, Ms. Parveen Sandhu, Ms. Jane Ono, Mr. Santiago Ocegueda, Mrs. Rose Robertson, Mr. Victor Solis, Ms. Sarah Tong, Ms. Diane Ewart, Mr. Louis Franco, Mr. Isaac Garza, Ms. Maria Gonzalez, Mr. Jim Avalos, and Ms. Brenda Prado. After Council discussion regarding extending the agreement and options for City Staff to handle the accounting, a motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho ALLOW

FOR THE AGREEMENT TO EXPIRE AND BRING BACK AN ASSESMENT AND OPTIONS FOR ANIMAL SHELTER SERVICES AT THE JANUARY MEETING. The motion carried with the following vote:

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

RECESS: At 10:34 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 10:41 p.m.

SELMA-KINGSBURG-FOWLER SANITATION DISTRICT UPDATE

City Manager Santillan updated Council and advised that the Selma Kingsburg Fowler County Sanitation District (SKF) Chairman reached out to have a joint meeting with Council. After Council discussion regarding updates on the Council direction to Mayor Robertson, the SKF adhoc committee, City requests and outcomes, Council provided Consensus to coordinate a joint meeting with SKF.

CONSIDERATION OF A RESOLUTION AWARDING CLASSIFICATION AND COMPENSATION AGREEMENT TO RAMOS HR CONSULTING

Administrative Services Director Venegas discussed the purpose of the Classification and Compensation Study and analysis is to ensure appropriate classifications and compensation for all employees when compared to similarly situated cities and agencies. Motion was then made to approve Resolution No. 2023-114R AWARDING THE PROFESSIONAL SERVICES AGREEMENT TO RAMOS HR CONSULTING FOR THE CLASSIFICATION AND COMPENSATION STUDY by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho. The motion carried with the following vote:

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

CONSIDERATION OF A RESOLUTION AWARDING CONTRACT TO MIRACLE PLAYSYSTEMS, INC. FOR NEW BRENTLINGER PARK PLAYGROUND EQUIPMENT AND INSTALLATION

Community Services Director Smart discussed the proposed contract with Miracle Playsystems, Inc. for playground equipment at Brentlinger Park and timelines for installation. Motion was made by Council member Guerra and seconded by Mayor Robertson to Approve RESOLUTION NO. 2023-115R AWARDING CONTRACT TO MIRACLE PLAYSYSTEMS FOR BRENTLINGER PARK PLAYGROUND EQUIPMENT AND INSTALLATION IN THE AMOUNT OF \$350,501.31; APPROVING A 10% CONTINGENCY FOR POTENTIAL CHANGE IN ORDERS IN THE AMOUNT OF \$35,000 FOR THE PROJECT; AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT DOCUMENTS ON BEHALF OF THE CITY. The motion carried unanimously.

QUARTERLY DEVELOPMENT UPDATE PRESENTATION

Deputy City Manager Keene provided a power point presentation on the status of current projects within the City of Selma. He discussed procedural processes and general timelines for projects. It was noted that this item was information only and no Council action was taken.

ECONOMIC DEVELOPMENT DEPARTMENT UPDATE

Economic Development Manager Aguirre stepped forward and provided a power point presentation that covered activities within the Economic Development Department. She discussed the Downtown Business Improvement District, updates on the Central Valley Training Center's workforce programs, the initiation of the Downtown Strategic Plan, and outlined partnerships and collaborations for the department. It was noted that this item was information only and no Council action was taken.

INTRODUCTION AND WAIVER OF THE FIRST READING OF AN ORDINANCE TO EXPAND THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT BOARD FROM 7 TO 9 MEMBERS

Economic Development Manager Aguirre discussed the proposed Ordinance for Council consideration. Motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to INTRODUCE AND WAIVE THE FIRST READING OF ORDINANCE NO. 2023-8 EXPANDING THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT BOARD FROM 7 TO 9 MEMBERS AND SCHEDULING THE PUBLIC HEARING ON JANUARY 16, 2024. The motion carried unanimously

CONSIDERATION OF THE BOARD AND COMMISSION VACANCIES AND APPOINTMENTS

Economic Development Manager Aguirre stepped forward to discuss the appointments for the Downtown Business Improvement District (BID) Board in order to ensure continuity of the BID activities. She reported that the BID Board reviewed the submitted applications and is recommending the appointment of the following individuals to the board: Stuart Skoglund from California Water Service, Parminder Singh from London Properties, Char Tucker from Bill Tucker and Associates, and Richard Braden from Kentucky Fried Chicken. Motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve the recommended appointments from the BID Board. The motion carried unanimously.

SHAFER PARK BLOCK WALL DISCUSSION

Deputy City Manager Keene discussed the Good Neighbor Fence law and reported that a review of the development of both the residential subdivision and Shafer Park to determine the history of fence line. It was noted that this item was information only and no Council action was taken.

PUBLIC HEARING AND APPROVAL OF A RESOLUTION SUBMITTING TO CITY VOTERS AT THE NEXT REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 5, 2024, A BALLOT MEASURE RELATING TO AN ORDINANCE REGARDING THE ADDITION OF TERM LIMITS FOR CITY COUNCIL MEMBERS AND THE MAYOR

City Attorney Zamora reported on the proposed Resolution for Council consideration which would place an ordinance on the ballot regarding the addition of term limits for Council members

and the Mayor. The public hearing was opened at 12:08 a.m. There being no public comments, Mayor Robertson closed the hearing at 12:09 a.m. A motion was made to approve RESOLUTION NO. 2023-116R SUBMITTING TO CITY VOTERS AT THE NEXT REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 5, 2024, A BALLOT MEASURE RELATING TO AN ORDINANCE REGARDING THE ADDITION OF TERM LIMITS FOR CITY COUNCIL MEMBERS AND THE MAYOR by Council member Mendoza-Navarro. The motion was seconded by Mayor Pro Tem Cho and carried with the following vote:

AYES: Mendoza-Navarro, Cho, Trujillo

NOES: Guerra, Robertson

ABSENT: None

ABSTAIN: None

FUTURE AGENDA ITEMS: Council member Guerra requested an update on the Senior Center and the Salazar Center. Mayor Robertson requested an update on the trash assessment. City Manager Santillan clarified that the updates will be placed on a department report.

DEPARTMENTAL REPORTS: City Manager Santillan reported that the City will be closed during the week of Christmas and New Years and will reopen on January 3, 2024. He also advised that information on how to access the animal shelter will be issued.

Fire Chief Webster reported that the new ambulance is parked outside. He advised that the ambulance is the fifth ambulance in the division.

Public Works Director Honn discussed storm drain infrastructure and encroachment permits.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on attending the Christmas Parade and Thanksgiving service at St. Joseph's Church.

Council member Guerra thanked Staff for all their hard work.

Mayor Pro Tem Cho reported on attending the following: Senior Thanksgiving meals, Kiwanis Senior Breakfast, Christmas Parade, and participated in the Blue Star Moms event.

Mayor Robertson wished everyone a Merry Christmas.

ADJOURNMENT: There being no further business, Mayor Robertson adjourned the meeting at 12:25 a.m.

Respectfully submitted, Reyna Rivera, City Clerk

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

January 16, 2024

ITEM NO: B

SUBJECT: Consideration of a Resolution Approving the Memorandum of Understanding with International Association of Firefighters Local 3716 from July 1, 2023 through June 30, 2024

DISCUSSION: Labor negotiations with the International Association of Firefighters Local 3716 bargaining unit have been ongoing since April 2023. City negotiators have recently concluded the meet and confer process with representatives of International Association of Firefighters Local 3716. International Association of Firefighters Local 3716 and the City have reached an agreement which modified the Memorandum of Understanding (MOU) between the International Association of Firefighters Local 3716 and the City. City Council authorization is required in order to implement the proposed amendments to the International Association of Firefighters Local 3716 MOU.

The new terms of the MOU will be effective the first pay period after approval. The new terms include the following:

- Minimal language cleanup
- Automatic salary increase of 3.2% the first pay period to include July 1, 2024, if the in-progress Classification and Compensation Study is not completed by July 1, 2024
- Uniform Allowance
 - Revolving Account Payment shall be bi-weekly vs. monthly resulting in increased payments
 - If balance on revolving account, balance will be deducted from uniform allowance before payout
- Standard Work Period and Overtime
 - Clean up language to reflect 112 hours every pay period with overtime paid out at time and a half if not scheduled for Safety Shift Personnel
 - Clean up language to reflect 56 hours every pay period with overtime paid out at time and a half if not scheduled for Non-Safety Shift Personnel
- Disability Insurance – sole responsibility of employee

FISCAL IMPACT: The MOU has minimal financial impact to the general fund. Most items were budgeted in the Fiscal Year 2023-24 budget. The automatic salary increase would not activate until the Fiscal Year 24-25 and will be reflected in the adopted budget for that FY.

RECOMMENDATION Approve the Resolution approving the Memorandum of Understanding with the International Association of Firefighters Local 3716 Bargaining Unit for the term of July 1, 2023 through June 30, 2024.

RESOLUTION NO. 2024 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SELMA AND THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 3716 BARGAINING UNIT FOR THE TERM OF
JULY 1, 2023 THROUGH JUNE 30, 2024**

WHEREAS, the City Manager has been authorized by Resolution No. 92-56R, adopted June 15, 1992, to represent the City in the meet and confer process with recognized employee organizations; and

WHEREAS, there exists an International Association of Firefighters Local 3716 bargaining unit in the City, comprised of employees who provide fire and emergency management services; and

WHEREAS, the prior Memorandum of Understanding (MOU) expired June 30, 2022; and

WHEREAS, parties of the International Association of Firefighters Local 3716 bargaining unit and City of Selma staff met and bargained in good faith and have mutually agreed upon an MOU to cover the period from July 1, 2023 through June 30, 2024; and

WHEREAS, said MOU has been presented by the City Manager for City Council approval; and

WHEREAS, the City Council is familiar with the terms and provisions of said MOU; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the terms of the MOU shall be effective the first pay period after approval of the MOU.

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

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby approves the MOU, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. Authorize the City Manager to execute said MOU on behalf of the City.

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

Section 5. Effective Date. 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 16th day of January 2024, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SELMA

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3716

FOR THE PERIOD

JULY 1, 2023 THROUGH JUNE 30, 2024

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**A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SELMA AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3716**

This Memorandum of Understanding (MOU) is made and entered into between the City of Selma, herein "City" by its City Manager in his capacity as the Municipal Employees Relations Officer and the International Association of Firefighters Local 3716, herein "Association" representing employees of the City who occupy positions in the Classifications listed herein, pursuant to the California Government Code, Section 3500, et seq and RESOLUTION NO. 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, approved the 15th day of June, 1992 as these documents are now or hereafter may be modified. City and Association agree as follows:

ARTICLE 1 - RECOGNITION:

City hereby confirms its continuing recognition of Association as the exclusive bargaining agent for the following Position Classifications except as otherwise provided by law (whether presently filled or unfilled):

**Fire Engineer
Firefighter
Non-Safety Emergency Medical Technician (EMT)
Non-Safety Paramedic**

The term SAFETY will represent the Firefighter and Fire Engineer classifications. The term NON-SAFETY will represent the EMT and Paramedic classifications.

City agrees to meet and confer and otherwise deal exclusively with representatives of Association on all matters relating to the scope of representation pertaining to said employee association as provided under the above-referenced Resolution and Government Code Sections. In the event Resolution No. 92-56R is modified, the modified Resolution shall apply. The proposed modification shall be submitted to Association prior to its adoption, for input.

ARTICLE 2 - SALARIES:

Salaries shall be paid in accordance with the Selma City Council approved Master Salary Schedule. Conversion of monthly salaries to hourly rates shall be determined by dividing the monthly salary by 173.333 for non-shift employees and for twenty-four (24) hour shift employees the monthly salary shall be divided by 242.666 based on a 56-hour work week.

In the event the Classification and Compensation Study is not completed by July 1, 2024, all employees of this unit will receive a 3.2% salary increase effective the first pay period that includes July 1, 2024.

ARTICLE 3 - PREMIUM PAY:

The following premium pay shall be paid to Safety employees certified by the Fresno County Health Director, and included as part of the basis for calculating overtime and call back compensation.

- A. **Emergency Medical Technician** - Two Percent (2%) to Six Percent (6%) of hourly base pay.

Years	1	2	3	4	5+
	2%	3%	4%	5%	6%

- B. **Paramedic** - Six Percent (6%) to Twelve Percent (12%) of hourly base pay.

- 1. **1st Certification**

- (Covering the first two years as a paramedic with the City of Selma, either as a newly hired paramedic, or newly certified paramedic).*

- From Date of Employment through Year 2 - Six Percent (6%)**

- 2. **2nd Certification**

- (Covering second two year period of certification as a paramedic with the City of Selma).*

- Years Three and Four - Eight Percent (8%)**

- 3. **3rd Certification**

- (Covering the third two year period of certification as a paramedic with the City of Selma)*

- Years Five and Six -Ten Percent (10%)**

- 4. **More than six years and thereafter service as Paramedic - Twelve Percent (12%)**

- C. The loss of either EMT or EMT/Paramedic certification shall result in the immediate loss of premium pay compensation for any Employee who fails to maintain the certification on a continuous and ongoing basis. Premium pay shall be reinstated at the last pay rate at the reinstatement of the certification.

ARTICLE 4 - CERTIFICATION PAY:

Certification Pay for Safety employees who have obtained and provided valid certificates from the California State Fire Marshal's Office for Fire Investigator 1 or Fire Investigator, Fire Officer or Company Officer, Training Instructor or Fire and Emergency Services

Instructor I, Hazardous Materials Technician, Prevention Officer or Fire Inspector I, Rescue Systems 1 or Rope Rescue Awareness/Operations and Firefighter II shall be paid as follows:

- A. Two percent (2.0%) of the hourly base salary shall be paid to those employees covered by this MOU who have attained the above-listed certificates, but are not assigned to perform the duties associated with their certificate.
- B. An additional two percent (2%), for a maximum total of four percent (4%), of the hourly base salary shall be paid to those employees covered by this MOU who have attained an above-listed certificate and are assigned by the Fire Chief to actually perform the duties associated with their certificate.
 - 1. If an employee is no longer required to perform the duties of their assignment(s) listed above, then the employee's certification pay will return to two percent (2%). Any decision to alter or discontinue such assignments shall be made by the Fire Chief. Such decisions shall not be made for punitive reasons, but for the overall effective management of the Fire Department.
- C. A total of 2.5% of the hourly base salary shall be paid to those Non-Safety EMT's and Paramedics assigned by the Fire Chief or designee as Department Field Training Officers (FTO's). Final standards for minimum qualifications, position designation, and selection processes to be determined by the Fire Chief or designees in consultation with the affected employees.

ARTICLE 5 - BILINGUAL PAY:

Positions represented by this MOU will be eligible to receive Bilingual Pay (Spanish and Punjabi only). To receive this benefit, the employee will be required to pass an oral competency test administered by an independent party outside the employment of the City of Selma. Once certified the employee would receive the bilingual stipend of \$25.00 per pay period (based on 24 pay periods).. Bilingual testing will be administered no less than once per quarter. If the employee does not participate in the scheduled test, a waiting period of six months is required before eligible to retest.

ARTICLE 6 - DEFERRED COMPENSATION:

City will match the employee's contribution of up to fifty dollars (\$50.00) per pay period (maximum of two pay periods per month) for a maximum of one hundred dollars (\$100.00) per month into a tax deferred retirement account voluntarily established by the employee in the employee's name with one of the City's 457 Tax Deferred Compensation Plan. Conditions of said contributions shall be subject to IRS regulations governing such accounts.

ARTICLE 7 - NON-DISCRIMINATION:

- A. City and Association agree not to discriminate against any employees in

accordance with applicable laws.

ARTICLE 8 - CITY RIGHTS:

- A. City retains the exclusive rights set forth in the Employer-Employee Relations Resolution.
- B. City specifically retains all the exclusive rights, subject only to the provisions of this MOU, to take whatever actions and set whatever policies it deems appropriate for the conduct of City business in accordance with applicable laws and councilmembers determinations.

ARTICLE 9 - ASSOCIATION RIGHTS:

- A. Association shall cooperate with City to assure maximum service of the highest quality and efficiency to the citizens of the City of Selma.
- B. Association representatives shall have reasonable access to Employees, provided such access does not interfere with City business. Department Heads and first-line supervisors shall be notified by City of the provisions of this Article.
- C. Representatives of the Association shall have access to any Employee or Employees presenting a grievance and Employees have the right to have the Representative represent him or her at all stages of the grievance procedure and/or disciplinary actions.

ARTICLE 10 - ASSOCIATION REPRESENTATIVE:

- A. City recognizes that Association may appoint a representative of its choice to report grievances pertaining to this MOU. Upon designating such a representative, Association shall provide City, in writing, with the name of the representative.
- B. The functions of the representative shall be to report alleged grievances, violations of this MOU or to report alleged safety violations. The Association Representative may also participate in the meet and confer process.
- C. The representative, if an employee of the City, shall keep at a minimum the time spent in the performance of his or her duties as outlined in this Article, and at all other times continue to perform his or her assigned jobs.
- D. The Association representative shall request permission from his/her supervisor to conduct, on City time, Association business falling within the provisions of this Article. The supervisor may grant such activity time after considering the needs of the City and the representative's work assignments. The representative shall state the nature of the activity and the approximate amount of time requested. The Representative shall report to the supervisor upon completing such activity. Every effort shall be made to conduct Association business at the end of representative's regularly assigned shift and to not interfere with the duties of

other employees in the Association.

ARTICLE 11 - COMPLIANCE WITH MOU:

- A. In the event of any violation of the terms of this MOU, responsible and authorized representatives of the Association or City, as the case may be, shall promptly take such action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized action(s) into compliance with the terms of this MOU. Employees acting or conducting themselves in violation of the terms of this MOU shall be subject to discipline, up to and including discharge. City shall enforce the terms of this MOU through its supervisory personnel. Association shall enforce the terms of this MOU on the part of its members.
- B. A dispute or difference of opinion concerning the enforcement of this MOU by City or Association shall first be presented in writing to the other party and an attempt shall be made to settle the matter as provided in this agreement.

ARTICLE 12 - OTHER ASSIGNMENTS:

- A. OUT-OF-CLASSIFICATION ASSIGNMENT: City shall have the authority to assign an employee to temporarily perform duties of a higher position classification. Employee shall be paid at A-step of the position to which assigned, but not less than a 5% increase effective at the beginning of the 24-hour shift to which employee is assigned.
- B. TEMPORARY OFFICER-IN-CHARGE: A qualified employee shall be assigned as temporary "Officer-In-Charge" (OIC) when the regular shift commander is off duty. The temporary OIC shall receive a differential pay of 5%. The determination of which Employees are qualified and eligible to be assigned as temporary OIC shall be at the sole discretion of the Fire Chief, or in his absence, the officer designated to assume the Fire Chiefs responsibilities. If the employee is assigned by the beginning of the shift to assume the duties as temporary OIC, employee shall receive the differential pay for the full shift. If employee is assigned and assumes duties as temporary OIC in mid-shift, employee shall receive the differential pay for the time actually served, but in no case less than three (3) hours.
- C. TRAINING OFFICER: An employee designated by the Fire Chief as Training Officer will receive an additional four percent (4%) of their base salary for performing the assigned duties. If more than one employee is designated as Training Officer, then the four percent (4%) is split between them. Any decision to alter or discontinue such assignment shall be made by the Fire Chief. Such decisions shall not be made for punitive reasons, but for the overall effective management of the Fire Department.

ARTICLE 13 - POSITION CLASSIFICATIONS:

- A It is recognized that the establishment of new or revised position classifications

within the Association may be warranted and approved by City. In the event that revised position classifications are recommended, Association shall be given an opportunity to consult with the Personnel Officer. The final decision concerning revised position classifications shall remain with City.

- B. Whenever the decision to hire or promote has been made, City agrees to provide for promotional opportunities based on the classification specifications for the vacant positions. A decision to open the position to accept new applications shall be made only after internal methods have been exhausted.
- C. The City Manager as Personnel Officer shall have the authority in determining the methods for filling vacancies, the timing for filling such vacancies, and the methods of examination, in accordance with the City's Personnel Rules and Regulations and state law.

ARTICLE 14 - STANDARD WORK PERIOD

The standard work period for city employees shall be as follows:

A. Fire Department Safety and Non-Safety Non-Shift Personnel

The standard work period for safety non-shift personnel shall be forty (40) hours per week.

B. Fire Department Safety Shift Personnel

The standard FLSA section 7(k) work period for safety shift personnel in the Fire Department shall be a 14-day work period based on a 48/96 work schedule which begins with the start of the A shift 48/96 schedule.

- 1. For payroll purposes, the 14-day standard work period shall be paid out as follows:
 - i. 112 regular hours (56 regular hours per week)
 - ii. 12 FLSA hours paid out at straight time (6 FLSA hours per week)
 - iii. City and Unit agree this will be effective as of the first pay date after adoption of MOU.

C. Fire Department Non-Safety Shift Personnel

The standard FLSA work period for non-safety shift personnel in the Fire Department shall be a 14-day work period based on a 48/96 work schedule which begins with the start of the A shift 48/96 schedule.

- 1. For payroll purposes, the 14-day standard work period shall be paid out as follows:
 - i. 56 scheduled hours per standard work week
 - 1. 40 regular hours
 - 2. 8 overtime hours

ARTICLE 15 - OVERTIME:

- A. Association employees shall be paid one and one-half times their hourly rate or allowed to accrue compensatory time at time and one-half for hours actually

worked over and above a regular work schedule. The current work shift is 24 hours. The current work schedule is two shifts (48 hours) on duty and four shifts (96 hours) off duty. Any paid or unpaid leave hours used during a regular 24 hour shift or the current 48 hour work schedule shall not be included as "hours worked" in computing work schedule overtime pay.

Examples: *Firefighter John Doe began his shift on Monday morning at 7:00 a.m. and worked two 24 hour shifts. At 6:55 a.m. Wednesday morning, his supervisor asked him to stay another 24 hours to cover for a co-worker who called in sick. Because there was no break in service, and John Doe continued to work past the 48 hour period, all 24 additional hours are considered overtime to be included in his paycheck or designated as accrued compensatory time.*

Fire Engineer Jane Smith also began her shift on Monday morning at 7:00 a.m. During the morning, Jane was called away from the job for three hours due to a family illness. Jane returned to work and finished her shift, but at 6:55 a.m. Wednesday morning, she was also asked to stay and cover another 24 hour shift. Because Jane used three hours of Family Sick Leave, Jane's actual work hours on Wednesday morning did not reach the 24 hour mark until 10:00 a.m. Therefore, Jane's work hours between 7:00 and 10:00 a.m. will be paid at the regular rate, and all hours worked beyond 10:00 a.m. will be considered overtime. In summary, Jane will receive 48 hours of regular pay, three hours of family sick leave, and 21 hours of overtime pay or comp time.

1. Association voluntarily agrees that its members will only request the use of compensatory time when the time away from work will not result in overtime costs to the City. Association members who wish to take comp time off are required to consult with their supervisors in establishing acceptable days and/or hours for comp time use in accordance with this section.
- B. Employees covered by this MOU are non-exempt employees of the City and are subject to overtime provisions of the Fair Labor Standards Act. City reserves the exclusive right to designate work periods and satisfy other conditions as required by FLSA. For purposes of information, City advises Association that, for Safety employees, the City has currently, designated their 7k exemption work period to a 14 day work period, to coincide with the established payroll period. Non-safety employees not covered by the FLSA 7k exemption shall continue to be paid for any FLSA overtime that exceeds 40 hours actually worked in a work week.
1. Association employees shall be paid overtime at one and one-half their hourly pay or shall be allowed to accrue compensatory time at the rate of one and one-half times for those hours actually worked over and above 106 hours during the 14 day work period as established by the City and according to Fair Labor Standards Act. If overtime hours will be or have been compensated under the daily overtime provisions as defined above, or at time and one-half under the "Call-Back" provisions, the hours will not be subject to additional FLSA overtime pay. As stated in Paragraph A, any paid or unpaid leave hours used during the same 14 day work period shall not be included as "hours worked" in computing FLSA overtime pay.

Examples of FLSA Overtime Pay Based on 24/hour Work Shifts: *Fire Engineer Jane Smith has worked every assigned shift during the designated 14 day work period for a total of 144 hours. She has not taken any sick leave, vacation or other time off. During her last 48 hour tour in the work period, Jane's actual work hours exceeded 106 hours, the maximum amount of hours under FLSA that she can work before overtime is paid. For the last 38 hours of Jane's shift, she is paid FLSA overtime or allowed to accrue compensatory time.*

Firefighter John Doe did not work every shift because he took two days of vacation leave. Therefore, John's actual work hours during the 14 day work period was 96 hours. Therefore, John Doe has not worked more than the FLSA 106 hour maximum and receives no FLSA overtime pay. He receives 96 hours of regular pay and 48 hours of vacation pay.

- C. City and Association agree that all Overtime work shall be pre-authorized by employees' supervisor.
- D. It is understood that the Fire Chief will continue to monitor shift scheduling to manage overtime costs.
- E. The maximum non-FLSA and FLSA compensatory time that employees of this Association can accrue is 480 hours.

ARTICLE 16 - CALL BACK COMPENSATION:

- A. Call-Back is defined as the time an Association employee is required to return to work or report to the job for unscheduled work. When an employee is required to return to work for unscheduled work time, the Employee shall be entitled to call-back compensation.
 - 1. Call-back compensation shall be granted for a minimum of three (3) hours at the established overtime rate. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked. Each call-back shall be the result of a separate incident and shall result in call-back compensation.
 - 2. After the minimum call-back time of three (3) hours is actually worked, work time shall be recorded in increments to the nearest one quarter of an hour (15 minutes).

ARTICLE 17 - RETIREMENT:

- A. For Association employees that are considered "classic" Safety members of CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), the City shall provide the CalPERS Safety 2% @ 50 Retirement Plan. The employees' share of the contributions shall be fully vested in each employee's

name in accordance with CalPERS policies.

1. Classic Safety employees shall continue to contribute the full 9% of compensation earnable member contribution, and 3% of compensation earnable of the required employer contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%.
 2. The City and Association understand and agree that the additional 3% contribution by the employee of the employer's required contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%, shall continue beyond the expiration date of this MOU and shall become a part of the status quo.
- B. For Association employees that are considered "new" Safety members of the California Public Employees Retirement System (CalPERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Safety 2.7% @ 57 Retirement Plan. Under the PEPRA all "new" Safety members of the California Public Employees Retirement System (CalPERS) will be required to contribute at least 50% percent of the total normal cost of the retirement plan, as determined by CalPERS.
- C. Other benefits provided through CalPERS for Safety (Fire) members include:
1. Section 20965 - Unused Sick Leave Credit
 2. Section 20037 - Three Year Final Compensation

ARTICLE 18 - INSURANCE BENEFITS:

A. Benefit for Employees with Ten or More Years of Service

1. The City agrees to provide 100% of the maximum premium allowances for health dental, vision, and life insurance for individuals who have been employed by the City in a regular employment capacity for more than ten (10) years. The employee will become eligible for this provision the calendar year following the employee's tenth anniversary of their hire date or eligibility date. Employees hired or eligible for health insurance benefits for less than 10 years shall receive 90% of the maximum allowances for the following calendar year.

Example: A regular employee who was hired or became eligible for health insurance benefits during the 2007 calendar year will become eligible for 100% of the maximum premium allowances starting with the 2018 calendar year. All years prior to the 2018 calendar year, the employee will receive 90% of the maximum premium allowances.

B. Flexible Benefits Plan

A Flexible Benefits Plan has been implemented which allows all employees to

select from the available choices of health plans, plus dental, vision, and life insurance. The Flexible Benefits Plan allows the employees to pay for these benefits using pre-tax dollars. Applicable premium amounts for all health, dental, vision, and life insurance plans shall be deducted from the employees' bi-weekly paychecks. The plan is administered by an insurance company selected by the City and is subject to all IRS rules and regulations.

C. In Lieu of Health Insurance Benefit:

Employees choosing not to enroll in a health insurance plan may receive an "in lieu of benefit" of \$300 per month. This amount may be used to purchase other insurance options offered by the City at the time of implementation or hire, may be contributed to the employee's 457 Tax Deferred Compensation account and/or received as non-PERSable taxable income. The "In Lieu of Benefit" shall apply only to the health insurance benefits. Employees choosing not to enroll in the dental, vision, or basic life insurance plans will not receive the premium amounts in their flexible spending accounts, nor shall they receive an "in lieu of benefit" for declining these benefits.

D. Health Insurance:

City shall offer medical plans and the City shall pay ninety percent (90%) of the lowest medical plan premium for all regular and probationary employees and their eligible dependents.

E. Dental Insurance:

City shall offer a dental plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

F. Vision Insurance:

City shall offer a vision plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

G. Life Insurance:

City shall offer \$100,000 in group life insurance to each Unit member who chooses to elect coverage. City shall pay ninety percent (90%) of the premium.

H. Retiree Privilege:

A retiree is eligible to continue health coverage through the City of Selma with the retiree paying the full cost of benefit directly to the City.

I. Health Benefits Committee:

1. City and Unit acknowledge the necessity for timely review of benefit plans.
2. City and Unit agree to the establishment of a Health Benefits Committee for the review of benefit plans.

3. The City agrees that the Unit may designate two committee members to represent the interests of the Unit.
4. The Unit representatives will be responsible for notifying the City and Health Benefits Committee, in the even the Unit does not agree with a committee recommendation.
5. Unless the Unit representative notifies the City of a disagreement, per section 4 above, the parties agree that the Committee process will fulfill all meet and confer obligations.
6. Should the health insurance administrator recommend future rates increases or program modifications be implements, he/she shall make a recommendation to the Health Benefits Committee stating the reasons why such increase or change is recommended. The Health Benefits Committee shall than make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation. The City Manager will make a decision based on the information provided and present it to the City Council for implementation. The City and employees agree to pay any increased costs in the same proportion as the current contribution.

ARTICLE 19 - SAFETY:

- A. Except for occupational hazards associated with the duties performed by emergency personnel, Employees shall not knowingly be required to work in unsafe conditions or with unsafe equipment. All Employees shall comply with adopted City of Selma Safety Rules and Regulations and City shall comply with applicable State law and regulations.
- B. Should conditions or equipment be reported as being unsafe, the Association Representative, Fire Chief and Personnel Officer shall meet upon request of any party to resolve the issue. If an unsafe condition or equipment is found to exist or a potentially unsafe condition is present, corrective action shall be taken at the earliest possible time.
- C. The City's Safety Committee may be called upon to assist in resolving alleged safety violations and unresolved allegations shall be referred to the City Manager for immediate and final resolution.

ARTICLE 20 - UNIFORMS:

- A. City shall pay each covered Safety employee \$1000.00 each year for uniform purchase, replacement and maintenance. City shall pay each Non-Safety employee \$500 each year for uniform purchase replacement and maintenance. City and Unit agree that the final standards for EMS uniform shall be determined by the Fire Chief in consultation with a representative of the affected employees.
 1. City agrees to make quarterly uniform allowance payments on the first

payroll period following the completion of each calendar quarter. Payments shall be made in the months of January, April, July and October. Payments for uniform allowance shall be made as part of the employee's payroll check. For PERS classic members, uniform allowance is subject to PERS withholding but not Social Security, Federal and State withholding. For PERS new members, uniform allowance is not subject to PERS, Social Security, Federal nor State withholding.

Uniform allowance payments shall not be included in the base salary rate of employees.

2. If employee has a balance on uniform revolving account, balance of revolving account will be deducted from uniform allowance before payout.
- B. Employees shall maintain uniforms in a clean, neat and pressed manner. Uniforms shall not be worn which have holes, stains, or other defects. Requirements for dress and work uniforms and policy relative to the wear of each, has been established by the Fire Chief and shall be mandatory for all affected employees.
- C. City agrees to reimburse Employees for uniforms and equipment (owned by employees) damaged in the line of duty. City's responsibility for reimbursement shall be limited to those articles required for the employee to perform his/her duties. No reimbursement shall be made if there is negligence or carelessness involved on the part of the employee.
- D. City shall provide a revolving fund to assist Employees in the purchase of clothing and/or equipment needed and used in the performance of their duties. Purchases under this provision shall be limited to five hundred dollars (\$500) each. Employees using the funds provided herein shall reimburse the City by payroll deduction based on the following formula:

Amount Owed

Payment

\$0 to \$250
\$251 to \$500

\$50 monthly or \$25 per pay period
\$100 per month or \$50 per pay period

ARTICLE 21 - PERSONAL PROPERTY LOSS:

City shall reimburse employees for personal property damaged in the line of duty only under the following conditions:

- A. Employees shall not be reimbursed for any item lost or damaged in the performance of their duties in excess of \$50.00.
1. Exception to the \$50.00 limit: Prescription eye glasses or contact lenses if required by a licensed practitioner, and dentures.
 2. No reimbursement shall be made if there is negligence or carelessness involved on the part of the Employee. Jewelry and other non-essential items

of a decorative nature or of value in excess of items generally worn shall not be reimbursed.

3. Water resistant watches that glow in the dark are considered an essential item. Employees are encouraged to purchase inexpensive watches with the necessary features, replaceable by the above reimbursement allotment if necessary.

ARTICLE 22 - COLLECTION OF FEES, DUES AND ASSESSMENTS:

- A. The Association is solely responsible for distributing to and collection from employees the dues deductions authorization forms. It is the employees' responsibility to submit requests to start or stop dues deductions directly to the Association and not to the City. The Association is responsible for maintaining the dues deductions forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the City unless a dispute arises about the existence or terms of the authorization.
- B. .The Association will provide to the City an updated, certified dues deduction list of bargaining unit members on an annual basis, of those employee's who have provided written authorization for regular dues deductions. The City will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Association will immediately notify the City of any change to an employee's dues deduction authorization, and will provide the City within five (5) business days of the Association being advised, an updated, certified dues deduction list only noting any specific changes from the last list provided to the City. The City shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided the association with deduction authorization forms is submitted to the City in sufficient time to permit normal processing of the change or deduction. The City will transmit the balance of funds to the Association without delay. ill provide the City an updated, certified dues deduction list of bargaining unit members on an annual basis, of those employees who have provided written authorization for regular dues deductions.
- C. The Association agrees to indemnify, defend and hold harmless the City against claims, demands, suits or any other action, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this section, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Association's representations and certifications regarding employee dues deduction authorizations

ARTICLE 23 - SICK LEAVE:

- A. Sick leave shall accrue to employees of Association in accordance with the pertinent provisions of the City of Selma Personnel Rules and Regulations. If the Personnel Rules and Regulations are amended, the resulting Rule shall prevail.

B. For record-keeping purposes, sick leave credits shall be earned and used on an hourly basis.

1. Safety employees shall earn sick leave at a rate of 24 hours per month.
2. Non-safety employees shall earn sick leave at rate of 8 hours per month.

C. Sick Leave Incentive – Safety Employees: Each eligible Safety employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:

1. In order to be eligible for this incentive, Safety employee must have a minimum of 1440 hours of sick leave credit by the deadline date of November 1st. During the following twelve month period, Safety employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave Incentive.
2. At the end of each year, City agrees to pay each eligible Safety employee with at least 1440 hours of accrued sick leave credit up to 30% of sick leave earned during the previous 12-month period (November 1-October 31) henceforth referred to the "benefit period". Regular, full-time Safety employees earn 288 hours of sick leave during the benefit period.
3. If no sick leave is used during the benefit period, Safety employee may be paid for 30% of the unused sick leave credit remaining over and above 1440 hours which is 86.4 hours.
4. If sick leave credits are used by the Safety employee during the benefit period, Safety employee is eligible for pay for 30% of the unused sick leave credits remaining over and above 1440 hours. For example:

A Safety employee who has 1440 hours of sick leave credit at the beginning of the benefit period earns 288 hours (12 24-hour days) and uses 120 hours (5 days) of sick leave during the benefit period. Safety employee is eligible to receive payment for 30% of the unused 168 hours (7 days) sick leave credit, which is 50.4 hours.

5. This benefit is not cumulative or retroactive and the Safety employee must decide and declare annually whether to accept payment or receive sick leave credit towards the fire department employees' retirement benefit (refer to #4 below).
6. Payment to eligible Safety employees shall be made by City annually in the month of December.
7. Safety employees who terminate employment with the City, for any reason during the year specified for the benefit, are not eligible to receive sick leave incentive pay **unless the Safety employee is retiring from service with the City of Selma and is eligible for**

one or both of the following options:

- i. Any Safety employee covered by this MOU who retires from City service shall receive any available Sick Leave Incentive, calculated on a pro-rated basis with his/her final paycheck.
- ii. Sick Leave Reimbursement Upon Retirement as defined in Article 24.

D. Sick Leave Incentive – Non-Safety Employees: Each eligible Non-Safety employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:

1. First Tier: In order to be eligible for this incentive, Non-Safety employees must have a minimum of 480 hours of sick leave credit by the deadline of November 1st. During the following twelve-month period, Non-Safety employee will be able to continue accruing sick leave and will be eligible to receive Sick leave incentive.

i. At the end of each year, City agree to pay each eligible Non-Safety employee with at least 480 hours of accrued sick leave credit up to 50% of sick leave earned during the previous 12 month period (November 1-October 31) henceforth referred to as the “benefit period.” Regular, full-time Non-Safety employees earn 96 hours of sick leave during the benefit period.

ii. If no sick leave is used during the benefit period, Non-Safety employee will receive payment for 48 hours.

iii. If sick leave credits are used by the Non-Safety employee during the benefit period, Non-Safety employee is eligible for pay for 50% of the unused sick leave credits remaining over and above 480 hours. For example:

An employee who has 480 hours of sick leave credit at the beginning of the benefit period earns 96 hours (12 days) and uses 64 hours of sick leave during the benefit period. Employee is eligible to receive payment for 50% of the unused 32 hours or 16 hours.

iv. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit. Any sick leave not paid for will continue to be credited for the employee’s benefit to a maximum of 120 days.

v. Payment to eligible employees shall be made by City annually in the month of December.

2. Second Tier: City agrees to pay each Non-Safety employee, who has accumulated 960 hours of sick leave credit, 100% of sick leave credits earned but unused during the following twelve-month period (which exceed the 960 hour sick leave accrual limit.) When Non-Safety employee's sick leave has reached the maximum accrual of 960 hours, employee shall register the date with the Finance Department. Non-Safety employee will then be allowed to register (but not accrue) the equivalent of eight additional hours per month or 96 hours during the twelve month period, for purposes of this benefit only. Non-Safety employee would be eligible to receive payment for a maximum of 96 hours.
 - i. If Non-Safety employee uses sick leave during the 12-month period in which sick leave is being registered, sick leave hours shall first be deducted from any registered hours above the 960 hour maximum. Non-Safety employee shall then be eligible to receive sick leave incentive for any hours that are still registered, but unused.
 - ii. If Non-Safety employee uses more sick leave than those that have been registered above the 960 maximum, those sick leave hours would then be deducted from the 960 hour balance. Non-Safety employee shall no longer be eligible for this sick leave incentive until Non-Safety employee has once again reached the 960 hour maximum. Non-Safety employee shall then register the new date and start again to register additional sick leave hours.
 - iii. At the conclusion of the 12 month period, Non-Safety employee shall have the option of receiving sick leave incentive payment immediately, or waiting until December to receive payment with those other Non-Safety employees who are receiving sick leave incentive for reaching the first tier.

C. Family Sick Leave:

1. Safety employees covered by this MOU shall be allowed to use one half of an employee's annual accrual (maximum of 144 hours for employees covered by this MOU) and Non-Safety employees shall be allowed to use one half of their annual accrual (maximum of 48 hours) of regular sick leave per calendar year to attend to the illness of a qualifying family member of the employee. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and Regulations shall also apply to the use of family sick leave.

Note. This provision is separate from those family and medical leaves mandated by federal and state laws, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal family laws in certain

situations.

ARTICLE 24 - SICK LEAVE REIMBURSEMENT UPON RETIREMENT:

Any Sick Leave balance remaining at the retirement date of any employee hired in a full-time regular capacity by the City prior to January 22, 2002 and covered by the MOU agreed upon by the City Council of the City of Selma on the same date shall be reimbursed to the retiree in the following manner:

- A. A retiree is eligible to continue health coverage through the City of Selma with the retiree paying the full cost of benefit.
- B. If a health insurance deduction is not being deducted from the retiree's retirement check, but the retiree is purchasing other dental, vision or chiropractic plans from the City, the City will deduct those amounts from the sick leave balance. The retiree will not be responsible for any portion of those premiums until the sick leave balance has been depleted.
- C. If the retiree is not participating in any health, dental, vision, chiropractic or other insurance plan for the City, the City shall reimburse the retiree for the sick leave balance at \$200 per month, until the sick leave balance has been depleted.
- D. This benefit replaces the "Fire Employees Retirement Benefit" included in past MOU's. Current and future employees not yet hired by the date that the prior MOU (as defined above) was adopted shall not be entitled to this "Sick Leave Reimbursement Upon Retirement" benefit.

ARTICLE 25 - VACATION:

- A. "Section 1. ANNUAL VACATION LEAVE of RULE XIV. LEAVE REGULATIONS of the adopted Personnel Rules and Regulations of the City of Selma shall be used for determining vacation benefits for Association Employees. If the Personnel Rules and Regulations are amended, the resulting rule shall prevail. For record-keeping purposes, credits shall be earned and used on an hourly basis.
- B. Eligible Safety employees shall earn vacation credits as follows:

Years of Service	Number. of Hours*	Number. of Hours Per Year
1-5 inclusive	12 monthly or 6 per pay period	144
6-10 inclusive	18 monthly or 9 per pay period	216
11-15 inclusive	20 monthly or 10 per pay period	240
16 and over	25 monthly or 12.5 per pay period	300

*vacation is credited 24 pay periods per year

- i. Safety employees shall be allowed to accrue up to a maximum of 528 hours of vacation leave.

C. Eligible Non-Safety employees shall earn vacation credits as follows:

Years of Service	No. of Hours *	Number of Hours Per Year
0-4	8 monthly or 4 per pay period	104
5-9	12 monthly or 6 per pay period	144
10-14	14 monthly or 7 per pay period	168
15 and over	16 monthly or 8 per pay period	192

*vacation is credited 24 pay periods per year

- i. The time at which a Non-Safety employee shall be granted vacation is at the discretion of the Fire Chief. The predominant factor to be considered is the need of the City. However, in an effort to accommodate the Non-Safety employee's requested vacation schedule, the department shall open to bid vacation scheduling beginning January 15 of each year. Insofar as possible, classification seniority shall govern where more than one Non-Safety employee bids for the same period.
- ii. The final vacation schedule as approved by the Fire Chief shall be posted in the employee work area.
- iii. Vacation days are based on eight-hour work days.
- iv. Non-Safety employees shall be allowed to accrue up to a maximum of 360 hours of vacation leave.
- v. Non-Safety employees who have taken a minimum of 80 hours of Vacation Leave during the previous calendar year will be eligible for Vacation Buy-Back of up to fifteen (15) hours per year.
 - a) City will notify each employee by February 15 of each calendar year of eligibility to buy back vacation hours. Employee will have the option to receive payment for selected amount of vacation leave hours or decline this benefit. Eligible employees who choose to sell back their vacation leave hours will receive payment before March 31 of the calendar year.

ARTICLE 26 - HOLIDAYS:

A. Employees in the Association shall be compensated for the following holidays:

January 1, New Year's Day

January 22 or as Nation observes, Martin Luther King's Birthday
February 12, Lincoln's Birthday
3rd Monday in February, Presidents' Day
Last Monday in May, Memorial Day
July 4, Independence Day
1st Monday in September, Labor Day *September 9, Admission Day*
November 11, Veterans' Day
4th Thursday in November, Thanksgiving Day
December 25, Christmas Day
Floating, Employee's Birthday
*** Floating, "Eve Day" - The total of 1/2 day of Christmas Eve*
and 1/2 day on New Year's Eve

Safety employees will receive "Holiday In-Lieu Pay" for 11 holidays (264 hours) at straight time, with no additional pay for the worked holiday, for the term of this MOU. Pro-rated adjustments based on time in service will be made for employees entering or leaving City employment. "Holiday In-Lieu Pay" will be paid per pay period on a prorated basis of 10.15 hours of "Holiday In-Lieu Pay."

- B. Non-Safety employees working holidays shall receive their regular salary plus one and one-half his/her base hourly rate for up to twelve hours worked. Non-Safety employees not working will receive eight hours holiday pay at regular rate.
- C. Employee's Birthday and the "Eve" Days shall continue to be observed as "floating holidays" and should be taken within six (6) months of the actual dates. In the event that two year's accrual (or 48 hours) of the holiday are banked for either floating holiday, the employee will need to take at least 24 hours of holiday time off as soon as possible. If time off is not possible or practical, City agrees to pay the employee up to 48 hours of holiday pay. Under no circumstances will an eligible employee lose an accrued floating holiday/holiday pay. The scheduling of the Employee floating holidays shall be subject to approval of the employee's department head.
- D. ** In view of the fact that other employee groups are given 1/2 day holidays on Christmas Eve day and New Years Eve day, City and Association agree that if an Employee takes an equivalent holiday prior to January 1 of any fiscal year and also resigns City service prior to January 1, City shall deduct the holiday previously paid from any final amounts due said employee.
- E. Should the City adopt an updated Personnel Rules and Regulations in 2024, the holiday scheduled from the new Rules will be observed.

ARTICLE 27 - IN-SERVICE TRAINING:

- A. A regular in-service training program of employees is mutually beneficial and necessary. To this end, Employees shall attend and participate in required departmental training and staff sessions on off-duty time. When attendance and participation is required on off-duty time, City shall pay Employee at the

established call back rate.

ARTICLE 28 - PHYSICAL FITNESS AND WELLNESS:

- A. Physical fitness of each and every Association Employee is a top priority in ensuring the most efficient and effective service possible to our citizens, and in accomplishing City's risk management goals and objectives.
- B. Employees may participate in a voluntary physical fitness/agility test for unit employees as developed by City. The Association shall be permitted input in the development of the program. The determination of the City Manager and Fire Chief shall be final and conclusive in the adoption of said program.
- C. City agrees to pay each Association member one annual \$200.00 physical fitness bonus/reimbursement upon submission of current proof of payment of one annual gym membership fee of \$200.00 (or more). In the event the Association member pays for gym membership in a series of installments, member may submit receipts totaling \$200.00 for reimbursement.
 - 1. Association members who qualify for the Physical Fitness Bonus must submit a Claim for Payment.
 - 2. Receipt issued by the established physical fitness gymnasium for current individual Association membership must also accompany above Claim for Payment. Reimbursement shall be paid for no more than \$200.00 per year.
- D. City agrees to reimburse Association member's insurance co-pay amount for annual physicals and cancer screenings upon submission of appropriate documentation to the City's Finance Department.

ARTICLE 29 - EDUCATION INCENTIVE:

- A. The City of Selma is committed to the further professional and educational development of its employees and strongly believes that the organization, as a whole, significantly benefits from those employees who have pursued additional formal education in their related occupational fields. Therefore, City shall pay 2.5% of the employees' salary per month to those non-probationary employees and to promotional probationary employees who have successfully completed a Certificate of Achievement in Fire Science through an accredited college.
- B. City shall also pay an incentive of 5% of employee's base salary per month to those non-probationary employees receiving an Associate of Science degree in Fire Science through an accredited college.
- C. City shall pay an incentive of 7% of employee's base salary per month to those non-probationary employees receiving a Bachelor's Degree in Fire Science, Fire Science Administration, Public Administration or Human Sciences to include Anatomy, Physiology or other field closely related to the essential duties of the job classifications that are covered by this MOU. Such consideration for any other field of study not mentioned herewith will be at the discretion of the City

Manager, should a member of the Association enroll in an accredited curriculum during the term of this agreement.

- D. Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree (as listed in this Article). This incentive shall become effective upon presentation of proper documentation. If copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass" grade.

ARTICLE 30 - DISABILITY INSURANCE:

- A. City agrees to allow participation, by Unit employees covered by this MOU, in the State Disability Insurance Program. Participation is at the sole expense of the employee.

ARTICLE 31 - ADOPTION OF AGREEMENT AND AMENDING PROCEDURE:

- A. This MOU shall be deemed adopted and binding effectively terminating negotiations during its term upon approval and subscription of the Association and City.
- B. If either Association or City desires to modify or change this MOU during its term, said party shall serve written notice on the other party, setting forth the nature of the proposed modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of the proposal.
- C. Any amendment, whether a proposed amendment or an alternative to a proposed amendment that may be mutually agreed upon, shall become a part of this MOU, effective on the agreed date.

ARTICLE 32 - SAVINGS CLAUSE:

- A. This MOU is the entire agreement of the parties, terminating all prior MOU's and concluding all negotiations during the term of this MOU, except as provided in Article 17.
- B. Should any provisions of this MOU be found to be in contravention of any Federal or State Law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in force and effect. The parties hereto shall negotiate any provision found to be in contravention of State or Federal Law.

ARTICLE 33 - TERM:

- A. This Memorandum of Understanding shall remain in effect for a period

commencing, July 1, 2023 and ending June 30, 2024 subject to appropriate modifications by mutual agreement of the parties. This MOU may be extended by mutual agreement of the parties if additional time is needed to consummate a new agreement.

- B. All existing wages, hours, working conditions and other terms and conditions of employment not specifically changed or deleted by this MOU shall remain in full force and effect during the term of this agreement.

ARTICLE 34 - APPROVALS:

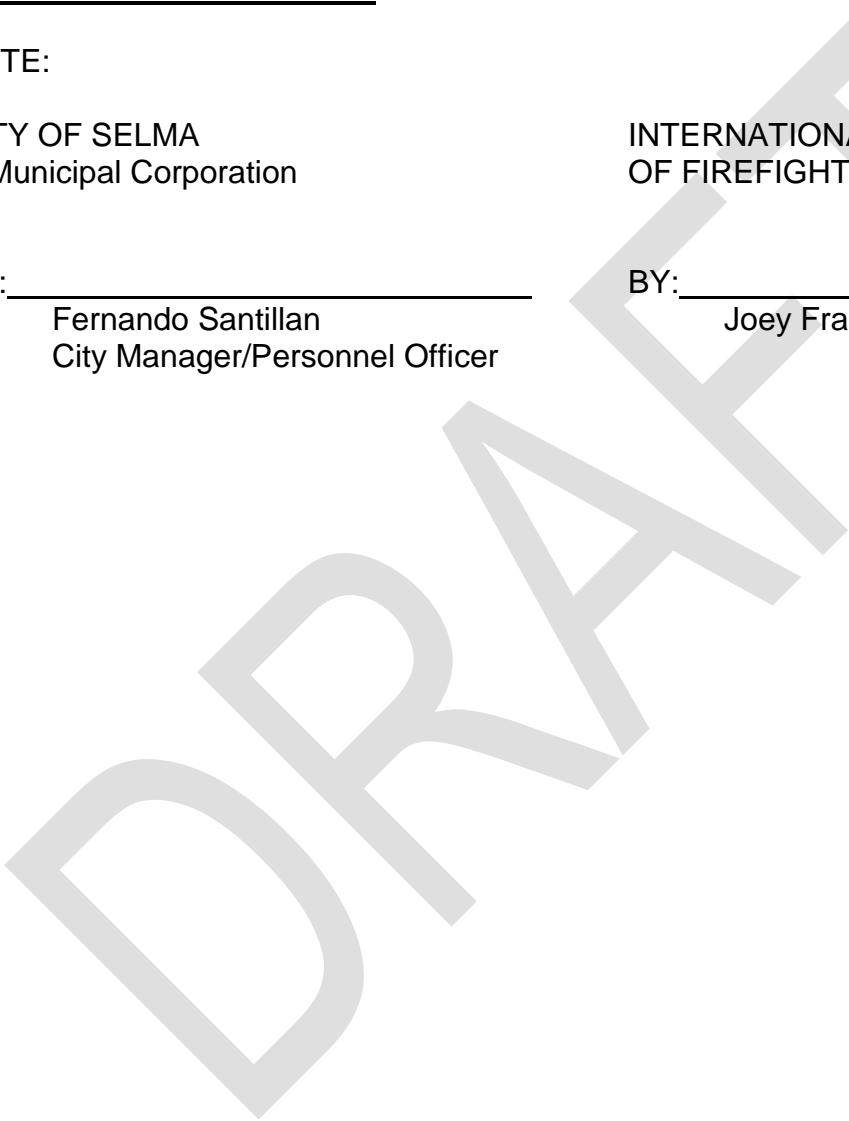
DATE:

CITY OF SELMA
A Municipal Corporation

INTERNATIONAL ASSOCIATION
OF FIREFIGHTER LOCAL 3716

BY: _____
Fernando Santillan
City Manager/Personnel Officer

BY: _____
Joey Frankmore, President



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

January 16, 2024

ITEM NO: C.

SUBJECT: Consideration of a Resolution Approving the Memorandum of Understanding with Fire Mid-Management Employees from July 1, 2023 through June 30, 2024

DISCUSSION: Labor negotiations with the Fire Mid-Management bargaining unit have been ongoing since April 2023. City negotiators have recently concluded the meet and confer process with representatives of Fire Mid-Management. Fire Mid-Management and the City have reached an agreement which modified the Memorandum of Understanding (MOU) between the Fire Mid-Management Bargaining Unit and the City. City Council authorization is required in order to implement the proposed amendments to the Fire Mid-Management MOU.

The new terms of the MOU will be effective the first pay period after approval. The new terms include the following:

- Minimal language cleanup
- Uniform Allowance
 - Uniform payout over twenty-four pay periods vs. quarterly
 - Revolving Account Payment shall be bi-weekly vs. monthly resulting in increased payments
 - Boot reimbursement up to \$200 every twenty-four (24) months after one year of continuous employment
- Standard Work Period and Overtime
 - Clean up language to reflect 112 hours every pay period with overtime paid out at time and a half if not scheduled
- FLSA Exemption status for Fire Division Chief removed
- Removal of management leave bank for Fire Division Chief

FISCAL IMPACT: The MOU has minimal financial impact to the general fund. Most items were budgeted in the Fiscal Year 2023-24 budget, with the most significant expense being overtime for Fire Division Chief, which will be partially offset by elimination of the Management Leave bank

RECOMMENDATION Approve the Resolution approving the Memorandum of Understanding with the Fire Mid-Management Bargaining Unit for the term of July 1, 2023 through June 30, 2024.

_____/s/_____
Janie Venegas
Administrative Services Director

_____/01/08/2024_____
Date

_____/s/_____
Fernando Santillan
City Manager

_____/01/08/2024_____
Date

RESOLUTION NO. 2024 – ___R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SELMA AND THE FIRE MID-MANAGEMENT
EMPLOYEES BARGAINING UNIT FOR THE TERM OF
JULY 1, 2023 THROUGH JUNE 30, 2024**

WHEREAS, the City Manager has been authorized by Resolution No. 92-56R, adopted June 15, 1992, to represent the City in the meet and confer process with recognized employee organizations; and

WHEREAS, there exists a Fire Mid-Management Employees bargaining unit in the City, comprised of employees who provide fire mid-management services; and

WHEREAS, the prior Memorandum of Understanding (MOU) expired June 30, 2022; and

WHEREAS, parties of the Fire Mid-Management Employees bargaining unit and City of Selma staff met and bargained in good faith and have mutually agreed upon an MOU to cover the period from July 1, 2023 through June 30, 2024; and

WHEREAS, said MOU has been presented by the City Manager for City Council approval; and

WHEREAS, the City Council is familiar with the terms and provisions of said MOU; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the terms of the MOU shall be effective the first pay period after approval of the MOU.

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

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby approves the MOU, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. Authorize the City Manager to execute said MOU on behalf of the City.

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

Section 5. Effective Date. 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 16th day of January 2024, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SELMA

AND

FIRE MID-MANAGEMENT EMPLOYEES

FOR THE PERIOD

JULY 1, 2023 THROUGH JUNE 30, 2024

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**A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SELMA AND
FIRE MID-MANAGEMENT EMPLOYEES**

This Memorandum of Understanding (MOU) is made and entered into between the City of Selma, herein "City" by its City Manager in his capacity as the Municipal Employees Relations Officer and the Middle Management Employees, herein "Unit" representing employees of the City who occupy positions in the classifications listed herein, pursuant to the California Government Code, Section 3500, et seq and RESOLUTION NO. 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, approved the 15th day of June, 1992 as these documents are now or hereafter may be modified.

City and Unit agree as follows:

ARTICLE 1 - RECOGNITION:

The above resolution (Resolution 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS) Article VII, Section 1 states the following: "*managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively.*" Therefore, City and Unit agree that all positions represented by this MOU are managerial, supervisory or confidential as defined in Article I, Sections 7, 8 and 9. City and Unit further agree that employee unit will continue to be entitled "Fire Mid-Management" for all purposes relating to employer-employee relations.

City hereby confirms its continuing recognition of Unit as the bargaining agent for employees of City whose positions are in the following current position classifications:

MANAGERIAL

Fire Division Chief
Fire Marshal

SUPERVISORY

Fire Captain

City agrees to meet and confer and otherwise deal exclusively with representatives of Unit on all matters relating to the scope of representation pertaining to said employee unit as provided under the above-referenced Resolution and Government Code Sections. In the event Resolution No. 92-56R is modified, the modified Resolution shall apply. Any proposed modification shall be submitted to the Unit prior to its adoption, for input.

ARTICLE 2 - SALARIES:

Salaries shall be paid in accordance with the Selma City Council approved Master Salary Schedule. Conversion of monthly salaries to hourly rates shall be determined by dividing the monthly salary by 173.333 for non-shift employees and for twenty-four (24) hour shift employees

the monthly salary shall be divided by 242.666 based on a 56-hour work week.

ARTICLE 3 - PREMIUM PAY:

A. Premium Pay shall be paid to Unit employees serving in either an EMT or Paramedic capacity and represented by Unit as follows:

The following premium pay shall be paid to employees certified by the Fresno County Health Director, and included as part of the basis for calculating overtime and call back compensation.

1. Emergency Medical Technician - Two Percent (2%) to Six Percent (6%) of hourly base pay.

Years	1	2	3	4	5+
	2%	3%	4%	5%	6%

2. Paramedic – Four Percent (4%) to Twelve Percent (12%) of hourly base pay.

1st Certification

(Covering the first two years as a paramedic with the City of Selma, either as a newly hired paramedic, or newly certified paramedic).

Years	1	2
	4%	5%

2nd Certification

(Covering second two year period of certification as a paramedic with the City of Selma).

Years	3	4
	6%	7%

3rd Certification

(Covering the third two year period and thereafter of certification as a paramedic with the City of Selma)

Years	5	6	7	8	9+
	8%	9%	10%	11%	12%

The loss of either EMT or EMT/Paramedic certification shall result in the immediate loss of premium pay compensation for any Employee who fails to maintain the certification on a continuous and ongoing basis. Premium pay shall be reinstated at the last pay rate at the reinstatement of the certification.

The prior listed amounts shall be included in computing payment for Overtime and Call-Back time.

ARTICLE 4 - CERTIFICATION PAY:

Certification Pay for Unit employees who have obtained and provided valid certificates from the California State Fire Marshal's Office for Fire Investigator 1, Fire Officer, Training Instructor, Prevention Officer, Rescue Systems 1, Hazardous Materials Technician and Firefighter II shall be paid as follows:

- A. Two percent (2.0%) of the hourly base salary shall be paid to those employees covered by this MOU who have attained the above-listed certificates, but are not assigned to perform the duties associated with their certificate.
- B. An additional two percent (2%), for a maximum total of four percent (4%), of the hourly base salary shall be paid to those employees covered by this MOU who have attained an above-listed certificate and are assigned by the Fire Chief to actually perform the duties associated with their certificate.
 - 1. If an employee is no longer required to perform the duties of their assignment(s) listed above, then the employee's certification pay will return to two percent (2%). Any decision to alter or discontinue such assignments shall be made by the Fire Chief. Such decisions shall not be made for punitive reasons, but for the overall effective management of the Fire Department.
- C. Effective January 2017 Training Instructor certificate replaced the previous Fire Instructor certificate, therefore they are equivalent certificates. Employees will receive certificate pay for either/or certificate, but not both.
- D. City agrees to increase this benefit for employees covered by this MOU commensurate with any increases in Certification Pay that may be granted to the Firefighters Local 3716 during the period of time that this MOU is in effect.
- E. TRAINING OFFICER: Fire Department employees designated by the Fire Chief as Training Officer will receive an additional four percent (4%) of their base salary for performing the assigned duties. If more than one Fire Department employee is designated as Training Officer, then the four percent (4%) is split between them. Any decision to alter or discontinue such assignment shall be made by the Fire Chief. Such decisions shall not be made for punitive reasons, but for the overall effective management of the Fire Department.
- F. It is agreed by all parties that the max certification pay to be paid to employees covered by this MOU hired on or after July 1, 2021 is 25%.

ARTICLE 5 - BILINGUAL PAY:

Positions represented by this MOU shall be eligible to receive Bilingual Pay (Spanish and Punjabi only). To receive this benefit, the employee will be required to pass an oral competency test administered by an independent party outside the employment of the City of Selma. Once

certified the employee would receive the bilingual stipend of \$50.00 per month. Bilingual testing will be administered no less than each quarter.

ARTICLE 6 - MANAGEMENT RESPONSIBILITY - DEFERRED COMPENSATION:

City does recognize and acknowledge the management responsibilities assigned to and borne by the employees represented by Unit and the responsibility exercised by Unit's employees in management decisions and administrative policy execution. In consideration thereof City has determined that the granting of certain benefits herein is in the mutual best interest of City and Unit.

Therefore, City agrees to deposit up to one hundred and seventy-five dollars (\$175.00) per month into a tax deferred retirement account voluntarily established by the employee in the employee's name with one of the City's 457 Tax Deferred Compensation plan that the employee elects. City will match the employee's contribution of up to \$87.50 per pay period (maximum of two pay periods per month) for a maximum of \$175.00 per month. Conditions of said contributions shall be subject to IRS regulations governing such accounts.

ARTICLE 7 - ASSOCIATE MEMBERSHIPS & PAYROLL DEDUCTIONS:

Employees of Unit who are associate members of the Selma Firefighters Association may authorize City to deduct from their wages their regular monthly dues. Such dues shall be deducted and transmitted to the appropriate Association upon voluntary, revocable, written authorization of the employee.

Association promises to hold harmless and indemnify City for any liability City should incur for any mistakes, negligence, or wrong, sustained as a result of this service.

ARTICLE 8 - SICK LEAVE:

Sick leave shall accrue to employees of Unit in accordance with the pertinent provisions of the City of Selma Personnel Rules and Regulations.

- A. Sick Leave Incentive: Each eligible Unit employee (except Fire Captains) shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:
 - 1. First Tier: In order to be eligible for this incentive, Employee must have a minimum of 60 days (480 hours) of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave Incentive.
 - a. At the end of each year, City agrees to pay each eligible employee with at least 480 hours of accrued sick leave credit up to 50% of sick leave earned during the previous 12-month period (November 1-October 31) henceforth referred to as the "benefit period". Regular,

full-time employees earn twelve days of sick leave during the benefit period. If no sick leave is used during the benefit period, employee will receive payment for six days. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 50% of the unused sick leave credits remaining over and above 480 hours. For example:

An employee who has 480 hours of sick leave credit at the beginning of the benefit period earns 96 hours (12 days) and uses eight days of sick leave during the benefit period. Employee is eligible to receive payment for 50% of the unused four days (two days of pay).

- b. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit. Any sick leave not paid for will continue to be credited for the employee's benefit to a maximum of 120 days.
 - c. Payment to eligible employees shall be made by City annually in the month of December.
2. Second Tier: City agrees to pay each employee, who has accumulated 120 days (960 hours) of sick leave credit, 100% of sick leave credits earned but unused during the following twelve month period (which exceed the 960 hour sick leave accrual limit). When employee's sick leave has reached the maximum accrual of 960 hours, employee shall register the date with the Finance Department. Employee will then be allowed to register (but not accrue) the equivalent of eight additional hours per month, or 96 hours during the following twelve month period, for purposes of this benefit only. Employee would be eligible to receive payment for a maximum of 96 hours.
- a. If employee uses sick leave during the 12 month period in which sick leave is being registered, sick leave hours shall first be deducted from any registered hours above the 960 hour maximum. Employee shall then be eligible to receive sick leave incentive for any hours that are still registered, but unused.
 - b. If employee uses more sick leave than those that have been registered above the 960 maximum, those sick leave hours would then be deducted from the 960 hour balance. Employee shall no longer be eligible for this sick leave incentive until employee has once again reached the 960 hour maximum. Employee shall then register the new date and start again to register additional sick leave hours.
 - c. At the conclusion of the 12 month period, employee shall have the option of receiving sick leave incentive payment immediately, or waiting until December to receive payment with other employees.

3. Employees who terminate employment with the City, for any reason, during the year specified for the benefit, are not eligible for this benefit with the following exception: Any employee covered by this MOU who retires from City service shall receive any available Sick Leave Incentive, calculated on a pro-rated basis with his/her final paycheck.

B. Sick Leave for Fire Captains and Fire Division Chiefs is as follows:

1. For record-keeping purposes, sick leave credits shall be earned and used on an hourly basis. It shall be provided further that sick leave credits shall continue to be earned at the rate of 24 hours per month.
2. Sick Leave Incentive: Each eligible employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:

- a. In order to be eligible for this incentive, Employee must have a minimum of 1440 hours of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave Incentive.

1. At the end of each year, City agrees to pay each eligible employee with at least 1440 hours of accrued sick leave credit up to 30% of sick leave earned during the previous 12-month period (November 1-October 31) henceforth referred to the "benefit period". Regular, full-time employees earn 288 hours of sick leave during the benefit period.

- a. If no sick leave is used during the benefit period, employee may be paid for 30% of the unused sick leave credit remaining over 1440 hours (86.4 hours).

- b. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 30% of the unused sick leave credits remaining over and above 1440 hours. For example:

An employee who has 1440 hours of sick leave credit at the beginning of the benefit period earns 288 hours (12 24-hour days) and uses 120 hours (5 days) of sick leave during the benefit period. Employee is eligible to receive payment for 30% of the unused 168 hours (7 days) sick leave credit, which is 50.4 hours.

2. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit towards the fire department

employees' retirement benefit (refer to #4 below).

3. Payment to eligible employees shall be made by City annually in the month of December.

4. A Fire Captain or Fire Division Chief who terminates employment with the City for any reason during the year specified for the benefit, will not be eligible to receive sick leave incentive pay unless the employee is retiring from service with the City of Selma and is eligible for one or both of the following options:

a. Any employee covered by this MOU who retires from City service shall receive any available Sick Leave Incentive, calculated on a pro-rated basis with his/her final paycheck.

b. Sick Leave Buyout at Retirement: Any Sick Leave balance remaining at the retirement date of any **eligible** Fire Captain or Division Chief who was employed by the Selma Fire Department on the date this benefit was initially approved (December 17, 2001) shall be reimbursed to the retiree in the following manner:

1. If the retiree is enrolled in a City Health Insurance Plan, an amount equal to that which is being deducted from the retiree's retirement check to cover the cost of their health insurance premium shall be reimbursed to the retiree on a monthly basis.

2. If there is no health insurance deduction from the retiree's retirement check, but the retiree is purchasing other dental, vision or chiropractic plans from the City, the City will deduct those amounts from the sick leave balance. The retiree will not be responsible for any portion of those premiums until the sick leave balance has been depleted.

3. If the retiree is not participating in any health, dental, vision, chiropractic or other insurance plan for the City, the City shall reimburse the retiree for the sick leave balance at \$200 per month, until the sick leave balance has been depleted.

C. Family Sick Leave: Regular employees covered by this MOU may use any or all of their regular sick leave accrual per calendar year (up to twelve days) to attend to the illness of a qualifying family member. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and Regulations shall also apply to the use of family sick leave.

1. City and Employees recognize California Labor Code, Section 233 which states in part:

“(a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year..... an amount not less than the sick leave that would be accrued during six months..... to attend to an illness of a child, parent, spouse, or domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use of an employee of sick leave to attend to an illness of his or her child, parent, spouse, or domestic partner”.

2. City and Employees recognize California Labor Code, Section 234 which states in part:

“An employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233.

Note: The Family Sick Leave provision is separate from those family and medical leaves mandated by federal and state laws, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal family laws in certain situations.

- D. Retirement Credit for Unused Sick Leave: Unused accumulated sick leave, for each eligible employee, whose effective date of retirement is within four months of separation from the employer which granted the sick leave credit, and who will receive no compensation or remuneration at all for such sick leave, shall be credited at retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by employer. This benefit is provided pursuant to Government Code Section 20965, Public Employee's Retirement Law.

ARTICLE 9 - INSURANCE BENEFITS:

- A. Benefit for Employees with Ten or More Years of Service

1. The City agrees to provide 100% of the maximum premium allowances for health), dental, vision, and life insurance for individuals who have been employed by the City in a regular employment capacity for more than ten (10) years. The employee will become eligible for this provision the calendar year following the employee's tenth anniversary of their hire date or eligibility date. Employees hired or eligible for health insurance benefits for less than 10 years shall receive 90% of the maximum allowances for the following calendar year.

Example: A regular employee who was hired or became eligible for health insurance benefits during the 2012 calendar year will become eligible for 100% of the maximum premium allowances starting with the 2023 calendar year. All years prior to the 2023 calendar year, the employee will receive 90% of the maximum premium allowances.

B. Flexible Benefits Plan

A Flexible Benefits Plan has been implemented which allows all employees to select from the available choices of health plans, plus dental, vision and life insurance. The Flexible Benefits Plan allows the employees to pay for these benefits using pre-tax dollars. Applicable premium amounts for all health, dental, vision and life insurance plans shall be deducted from the employees' bi-weekly paychecks. The plan is administered by an insurance company selected by the City and is subject to all IRS rules and regulations.

C. In Lieu of Health Insurance Benefit:

Employees choosing not to enroll in a health insurance plan may receive an "in lieu of benefit" of \$300 per month. This amount may be used to purchase other insurance options offered by the City at the time of implementation or hire, may be contributed to the employee's 457 Tax Deferred Compensation account and/or received as non-PERSable taxable income. The In-Lieu of Benefit shall apply only to the health insurance benefits. Employees choosing not to enroll in the dental, vision or basic life insurance plans will not receive the premium amounts in their flexible spending accounts, nor shall they receive an "in lieu of benefit" for declining these benefits.

D. Health Insurance:

City shall offer medical plans and the City shall pay ninety percent (90%) of the lowest medical plan premium for all regular and probationary employees and their eligible dependents.

E. Dental Insurance:

City shall offer a dental plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

F. Vision Insurance:

City shall offer a vision plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

G. Life & AD&D Insurance:

City shall offer \$100,000 in group life and accidental death and dismemberment insurance to each Unit member who chooses to elect such coverage. City shall pay ninety percent (90%) of the premium.

- H. Long Term Disability (LTD) Insurance
City shall offer Long Term Disability Insurance to each employee in Unit.
- I. Retiree Privilege:
A retiree is eligible to continue health coverage through City of Selma with the retiree paying the full cost of benefit.
- J. Health Benefits Committee:
1. City and Unit acknowledge the necessity for timely review of benefit plans.
 2. City and Unit agree to the establishment of a Health Benefits Committee for the review of benefits plans.
 3. The City agrees that the Unit may designate two committee members to represent the interests of the Unit.
 4. The Unit representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Unit does not agree with a committee recommendation.
 5. Unless the Unit representative notifies the City of a disagreement, per section 4 above, the parties agree that the Committee process will fulfill all meet and confer obligations.
 6. Should the health insurance administrator recommend future rate increases or program modifications be implemented, he/she shall make a recommend to the Health Insurance Committee stating the reasons why such increase or change is recommended. The Health Insurance Committee shall then make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation. The City Manager will make a decision based on the information provided, and present it to the City Council for implementation. The city and employees agree to pay any increased costs in the same proportion as the current contribution.

ARTICLE 10 - STATE DISABILITY INSURANCE (SDI):

City agrees to permit participation, by Unit employees covered by this MOU, in the State Disability Insurance Program. Participation is at the sole expense of the employee.

ARTICLE 11 - RETIREMENT:

- A. For Unit employees that are considered “classic” Safety members of CalPERS pursuant to the Public Employees’ Pension Reform Act (PEPRA), the City shall continue to provide the CalPERS Safety 2% @ 50 Retirement Plan. The employees’ share of the contributions shall be fully vested in each employee’s name in accordance with CalPERS policies.

1. Classic Safety employees shall continue to contribute the full 9% of compensation earnable member contribution, and 3% of compensation earnable of the required employer contribution as cost sharing in accordance to Government Code 20516(f) for a total employee CalPERS contribution of 12%.
 2. The City and Unit understand and agree that the additional 3% contribution by the employee of the employer's required contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%, shall continue beyond the expiration date of this MOU and shall become a part of the status quo.
- B.** For Unit employees that are considered "new" Local Safety members of the Public Employees Retirement System (PERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Safety 2.7% @ 57 Retirement Plan. Under the PEPRA all new Local Safety members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the retirement plan, as determined by CalPERS.

ARTICLE 12 - UNIFORM ALLOWANCE:

- A.** City shall provide an annual uniform allowance to be paid to Unit Employees as follows:
1. City shall provide one complete full Class A Uniform to any new Fire Captain or Fire Division Chief whose position is included in this MOU. Captains shall consult with Fire Chief in determining and ordering appropriate uniform and accoutrements.
 2. City agrees to pay each covered Employee \$1,000.00 each year for uniform purchase, replacement and maintenance.
 3. Employees shall maintain uniforms in a clean, neat and pressed manner. Uniforms shall not be worn which have holes, stains, or other defects. Requirements for dress and work uniforms and the policy relative to the wear of each has been established by the Fire Chief and shall be mandatory for all affected employees.
- B.** City agrees to make uniform allowance payments on a twenty-four (24) payroll (effective the first pay date of 2024). period.. For PERS classic members, uniform allowance is subject to PERS withholding but not Social Security, Federal and State withholding. For PERS new members, uniform allowance is not subject to PERS, Social Security, Federal nor State withholding. Uniform allowance payments shall not be included in the base salary rate of employees.
- C.** City shall continue to provide a revolving fund to assist Unit Employees in the

purchase of required uniforms, tack, and equipment to a maximum of \$750 per employee at any given time.

1. Unit Employees shall reimburse City on a monthly basis, via payroll deductions based on the following:

<u>AMOUNT OWED</u>	<u>PAYMENT</u>
\$0 - \$250	\$50 per month or \$25 per pay period
\$251 - \$500	\$100 per month or \$50 per pay period
\$501 - \$750	\$150 per month or \$75 per pay period

2. This reimbursement amount shall take effect the first pay date in 2024.

D. City further agrees to reimburse employees for uniforms and equipment damaged in the line of duty. City's responsibility for reimbursement shall be limited to those articles required for the employee to perform his/her duties. City agrees to reimburse employees for personal property damaged in the line of duty only under the following conditions:

1. No Employee shall be reimbursed for any item lost or damaged in the performance of their duty in excess of \$50.00.
2. Exception to the \$50.00 limit: prescription eye glasses or contact lenses (contact lenses only if required by employee's doctor), or dentures.
3. No reimbursement shall be made if there is negligence or carelessness involved on the part of the employee.

E. City agrees to provide employees with safety equipment as required by State law.

F. After one (1) year of continuous employment, City agrees to reimburse Unit Employees up to \$200 every twenty-four (24) months for boots.

G. City shall provide no other uniform allowance for employees in Unit.

ARTICLE 13 - VACATION:

"Section 1. ANNUAL VACATION LEAVE" of "RULE XIV. LEAVE REGULATIONS" of the adopted Personnel Rules and Regulations of the City of Selma shall be used for determining vacation benefits for Unit employees. If the Personnel Rules and Regulations are amended, the resulting rule shall prevail.

A. All Unit Employees shall earn and use vacation credits as follows:

<u>Years of Service</u>	<u>Number of Hours/Month</u>	<u>Number of Hours/Year</u>
1-4 inclusive	12	144

5-9 inclusive	18	216
10-14 inclusive	21	252
15 and over	24	288

1. Unit employees as defined in Article 1 shall be allowed to accrue up to a maximum of 682.5 hours of vacation leave.

ARTICLE 14 - VACATION BUY BACK

A. Unit employees who have taken a minimum of 80 hours of Vacation Leave (120 hours for Fire Captains and Fire Division Chiefs) during the previous calendar year will be eligible for Vacation Buy-Back of up to twenty (20) hours per year.

1. City will notify each employee by February 15 of each calendar year of eligibility to buy back vacation hours. Employee will have the option to receive payment for selected amount of vacation leave hours or decline this benefit. Eligible employees who choose to sell back their vacation leave hours will receive payment before March 31 of the calendar year.

ARTICLE 15 - COMPENSATION FOR USE OF A PRIVATE VEHICLE:

Whenever in the conduct of business of City, a member of Unit, at a supervisor's request, uses a private vehicle whether for convenience or because a City vehicle is unavailable, shall be reimbursed for mileage at the IRS standard mileage rate. A member may refuse to use his/her private vehicle without prejudice. City retains the right to request proof of insurance at any time.

ARTICLE 16 - VEHICLE TAKE-HOME PROVISION:

- A. City and Unit agree that the Division Chief is frequently called upon after hours to attend to emergencies of the City. For easier accessibility when such incidents occur, the City shall continue to allow Division Chiefs to drive their assigned City vehicle home each night.
- B. City and Unit agree that the act of driving to and from the workplace is outside the scope of regular work and the Employee may not be covered by the City's Workers' Compensation program during those times. As a result, Employees shall maintain their own private insurance policies for any liabilities and/or injuries that may occur. City retains the right to request proof of insurance at any time.
- C. Division Chiefs may not use the City vehicle for personal reasons and must not allow any other person to drive their assigned City vehicle while away from work. The personal use of a city vehicle will result in the suspension of the individual's vehicle take-home privilege.

ARTICLE 17 - HOLIDAYS:

- A. Holidays shall be as provided in the City of Selma Personnel Rules and

Regulations, Rule XIV, Section 4, except that Admission Day shall be celebrated on the Friday following Thanksgiving Day for Fire Marshal and Fire Division Chief. Further, City shall celebrate the Birthday of Martin Luther King Jr. on the third Monday of January.

- B. Fire Division Chiefs and Fire Captains will receive “Holiday In-Lieu Pay” for 11 holidays at straight time, with no additional pay for the worked holiday, for the term of this MOU. This benefit will sunset at the expiration of this MOU and will be subject to a cost savings evaluation prior to becoming part of the status quo. Pro-rated adjustments based on time in service will be made for employees entering or leaving City employment. “Holiday In-Lieu Pay” will be paid per pay period on a prorated basis of 10.15 hours of “Holiday In-Lieu Pay” beginning the pay period that includes July 1, 2018.
- C. Fire Captains shall continue to receive the equivalent of half of a day on Christmas Eve and half of a day on New Year’s Eve as a “floating” holiday and is added to the list contained in said Personnel Rules.
- D. Fire Marshal and Fire Division Chief shall continue to observe four (4) hours on Christmas Eve day and four (4) hours on New Year’s Eve day and is added to the list contained in said Personnel Rules. If Christmas Eve and New Year’s Eve fall on Saturday or Sunday, the two holidays shall be observed on the preceding Fridays.
- E. The employee's Birthday “floating” holiday may be deferred but should be used within one year of the particular holiday. In the event that two year’s accrual, of the holiday are banked, the employee will need to take at least the equivalent of one floating holiday off as soon as possible. If time off is not possible or practical, the City agrees to payout the employee up to the equivalent of one holiday. Under no circumstances will an eligible employee lose an accrued Birthday holiday/holiday pay. The scheduling of the Employee Birthday holiday shall be subject to approval of the employee's Department Head.
- F. Should the City adopt an updated Personnel Rules and Regulations in 2024, the holiday schedule from the new Rules will be observed.

ARTICLE 18 - STANDARD WORK PERIOD

The standard work period for city employees shall be as follows:

- A. Fire Department Non-Shift Personnel

The standard work period for non-shift personnel shall be forty (40) hours per week.

- B. Fire Department Shift Personnel

The standard FLSA section 7(k) work period for shift personnel in the Fire Department shall be a 14-day work period based on a 48/96 work schedule which begins with the start of the A shift 48/96 schedule.

- C. For payroll purposes, the 14-day standard work period shall be paid out as follows:
 - a. 112 regular hours (56 regular hours per week)
 - b. 12 FLSA hours paid out at straight time (6 FLSA hours per week)
 - c. City and Unit agree this will be effective as of the first pay date after adoption of MOU.

ARTICLE 19 - OVERTIME:

- A. Overtime work for all eligible employees shall be defined as any time worked beyond forty (40) hours in a standard work week for non-shift personnel, and any time worked in excess of the standard work period as defined above. The use of vacation, sick and compensation time shall be included in the definition of time worked.
- B. Earned compensatory time off shall be permitted if employee makes the request within a reasonable period of time prior to the desired time off, and the absence will not unduly disrupt the operations of the affected department.
 - 1. City and Unit agree that compensatory time off should be used for those occasions when the employee needs to be away from the workplace for a variety of reasons. It may also be used in conjunction with certain unpaid leaves that are available through federal and state regulations. The use of compensatory time off may be requested for a short period of time (not less than one-half hour) to a maximum of the employee's compensatory leave balance.
 - 2. The maximum non-FLSA and FLSA comp time that employees of this Unit can accrue is 480 hours.

ARTICLE 20 - PAYOFF OF COMPENSATORY TIME

- A. Unit employees with compensatory time may elect to receive payment for their accumulated comp time hours. City and Unit agree that employee may opt for one of the following methods:
 - 1. Ten-hour payoff - Eligible employees may indicate their desire to receive payment for up to ten hours of comp time per payroll period by submitting the appropriate paperwork with their regular payroll.
 - 2. 457 Contribution - Eligible employees may choose to convert comp time hours to the employee's individual 457 Tax Deferred Compensation account on a quarterly basis only. Employee choosing this method must indicate the number of hours they wish to convert (limited to ten hours per payroll period) on the appropriate form. All hours so designated will be converted and applied to their 457 plan IF the employee has submitted a current 457 Change Form authorizing the total contribution prior to the last payroll of the quarter.

- a. Any comp time that exceeds the limit of 480 hours for employees of this Unit will be paid off in either manner defined above as indicated by the employee.

ARTICLE 21 - CALL-BACK COMPENSATION:

Call-Back is defined as the time a Unit employee is required to return to work or report to the job for unscheduled or emergency work.

- A. If notice is given to the employee 24 hours or more in advance of an event or requested return to work, it shall be considered as "scheduled work time," and will not qualify for Call-Back Compensation.
- B. When City requires a Unit member to return to work for unscheduled or emergency work time the employee shall be entitled to call back compensation.
- C. City shall compensate Unit employee a minimum of three (3) hours at the established overtime rate for Call-Back Compensation, irrespective of the actual time worked.
- D. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked at the established overtime rates. After the minimum call-back time of three (3) hours is actually worked, work time shall be recorded in increments of one quarter of an hour (15 minutes).

ARTICLE 22 - SPECIAL COMPENSATION:

- A. When Unit Employees) are required to extend the normal work day to actually perform work at a City Council and/or Commission meeting, Employee shall receive a minimum of three (3) hours at the established overtime rate and may choose to be paid within the applicable payroll period or accumulate compensatory time off.
- B. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked at the established overtime rates. After the minimum time of three (3) hours is actually worked, work time shall be recorded in increments of one quarter of an hour.
- C. Above provision shall only apply if said Employee has worked their full work shift schedule they are currently assigned, whether it be a regular eight (8) hour shift, or an alternative agreed upon schedule prior to the meeting. Any paid or unpaid leave hours used during the same work shift shall not be included as "hours worked." Actual overtime accrued worked for that day (including meeting time) shall be compensated at time and one half (1½) as stated in paragraph A above.

ARTICLE 23 - PHYSICAL FITNESS AND WELLNESS:

- A. Physical fitness of all City employees is a top priority in ensuring the most efficient and effective service possible to our citizens, and in accomplishing City's risk management goals and objectives.
- B. Unit Employees may participate in a voluntary physical fitness/agility test for unit employees as developed by City. Unit members shall be permitted input in the development of the program however the determination of the City Manager and Fire Chief shall be final and conclusive in the adoption of said program.
- C. City agrees to pay each entitled Unit member one annual \$200.00 physical fitness bonus/reimbursement, upon submission of current proof of payment of one annual gym membership fee of \$200.00 (or more). In the event the Unit member pays for gym membership in a series of installments, member may submit receipts totaling \$200.00 for reimbursement.
 - 1. Unit members who qualify for the Physical Fitness Bonus must submit a Claim for Payment form.
 - 2. Receipt(s) issued by the established physical fitness gymnasium for current individual membership must also accompany above-required Claim for Payment. Total reimbursement shall be paid for no more than \$200.00 per year.

ARTICLE 24 - COMPENSATION FOR COURT APPEARANCES:

- A. Court Appearance Pay is compensation to Unit members who actually appear in court for cases that directly relate to the Unit member's employment with the City. A Unit member will not be eligible for any stand-by pay, even if the member had "waiting time" prior to the court appearance.
 - 1. Unit employees required to make court appearances on off duty time shall receive a minimum of two (2) hours at the overtime rate. If the actual time spent is more than two hours, the employee shall receive one and one-half times his/her regular pay for actual hours worked or equivalent comp time credits, as designated by the employee.
 - a. If an employee is required by the Court to appear on the same day for two separate court cases, one in the morning and the other in the afternoon, the minimum compensation shall apply to each court appearance.
 - b. Employee will be responsible to initiate a Special Pay Authorization Form for the court appearance within the same pay period, attaching a copy of the corresponding court subpoena.

- B. City reserves the right to verify information regarding court appearances and court notification times.

ARTICLE 25 - BUSINESS CARDS:

City shall provide at its cost standard form City-approved business cards for all Unit employees to be used for City business purposes.

ARTICLE 26 - TRAINING:

- A. City recognizes that continued training of Unit members is of benefit to both City and members in that it introduces employee to new methods and techniques of performing duties and sharpens and increases skills necessary to provide high levels of productivity. City shall, in so far as is fiscally possible, budget sums each year for continued training and education. City shall be responsible for the reasonable expenses of training programs, including travel and lodging, when such expenses and costs are authorized by the appropriate Department Head in advance.
- B. City shall, in so far as is practical, encourage technical/vocational training in specific occupations. An example of such training is computer training. Technical/vocational training for an employee shall have prior approval of the City Manager (and City Council if deemed appropriate) including arrangements for costs thereof.

ARTICLE 27 - EDUCATION INCENTIVE:

- A. City shall pay non-probationary Unit employees a bonus of 2.5% of employees' base salary per month for the successful completion of a Certificate of Achievement in Fire Science through an accredited college. The City shall pay a bonus of 5% of the employee's base salary per month to those employees receiving an Associate's Degree.. The City shall pay a bonus of 7% of the employee's base salary per month to those employees receiving a Bachelor's Degree.. Each employee is entitled to only one education incentive pay increase. For example, if an employee receives two associate's degrees, said employee will only be entitled to one 5% increase in pay.
- B. Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree as listed above. The maximum Education incentive per employee is 7%. If approved by the employee's Department Head and the Personnel Officer, this incentive pay shall become effective upon the date of presentation by the employee of the proper documentation of the completion of coursework. If copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass" grade.

- C. City shall pay non-probationary Unit employees an additional 2.5% of the employees' base salary per month for the successful completion of a Fire Marshal's Certificate. However, if employee terminates City employment voluntarily within one year following the commencement of this benefit, Employee shall be required to pay 50% of the benefit back to the City, through final payroll deduction.
- D. City shall grant incentive pay of one percent (1%) per month of an employee's salary to those non-probationary employees who successfully complete or have completed certification, training and/or education in a subject skill or a field of study related to the employee's duties and which will make the employee more productive in his/her work. This incentive shall be for training, education or courses that are desired by the unit employee for employee's own professional growth. Training, education or courses qualifying for this incentive shall have the prior recommendation of the employees' Department Head and approval of the City Manager. Incentive Pay shall not be paid for those courses or classes that are arranged and/or paid for by City as part of its commitment to employee training.
- E. A second incentive bonus of one percent (1%) per month of an employee's salary shall be granted to non-probationary employees who successfully complete a second certification, training and/or educational course, using the same criteria as stated in Section D above.

ARTICLE 28 - TEMPORARY WORK IN ANOTHER CLASSIFICATION:

Unit members may be assigned to temporarily work in other position classifications according to the following policy:

- A. The City shall provide "Acting" status pay differential of at least 5%, or Step A of the higher classification when the employee has been assigned to serve the majority of significant duties of a higher position. The employee shall receive the highest pay rate as provided by this section. The determination of who is qualified for, and formally assigned to the higher capacity shall remain at the discretion of the Department Head (or City Manager, in the absence of a Department Head).
 - 1. When a Unit Employee is assigned to a shift and assumes the duties of a higher position, he or she shall receive the differential pay for the full shift. If the Unit Employee is assigned and assumes the duties of the higher position in mid-shift, he or she shall receive the differential pay for the actual time served, but in no case less than three (3) hours.
 - a. No extra compensation for temporary work in other classifications shall apply to shift trades between employees.

ARTICLE 29 - BILL OF RIGHTS:

The rights of Firefighter personnel covered by this MOU are stated in the Government Code of

the State of California, Sections 3250-3262.

The intention of this Article is to confirm City's and Unit's understanding of these rights.

ARTICLE 30 - SENIORITY:

Seniority shall be measured by total length of service in years, months and days from date of last hire.

- A. Newly hired employees shall accrue seniority from date of hire but may not exercise rights of such accrual until the satisfactory completion of a one year probationary period. Promotions and accompanying one-year probationary periods do not affect the original hire date for purposes of calculating seniority.
- B. Promotions, demotions, and rehires shall be within the sole discretion of the City Manager or his/her designee. Demotions shall be subject to the appeals procedure. In making these determinations, the City Manager or his authorized representative shall consider 1) Seniority - Length of Service and 2) Ability, efficiency, and special skills;
 - 1. Where in the fair and impartial judgement of the City Manager or his authorized representative, factors under #2 are relatively equal, #1, Seniority, shall govern unless extenuating circumstances prevail.
- C. City policy dictates that layoffs shall be according to seniority (*last person hired will be first person to be laid off*), provided the remaining employee(s) has the ability to perform the work. Therefore, those employees of this Unit who have attained seniority within their job classification and/or department, and/or who have received promotions which have placed them (i.e. their job classifications) in this Unit, shall, before being considered for layoff, be given the opportunity of returning to a prior or lower job classification (*or assuming similar duties of a previous position if that job classification or job title has changed*) and replacing another employee with less seniority.
- D. Employees who have been laid off shall be recalled in the inverse order of layoff.
- E. Any person transferring from one department to another with the same job classification shall not suffer a reduction in compensation.
- F. Seniority shall be lost by:
 - 1. Termination from City employment.
 - 2. Failure to return from an authorized leave of absence.
 - 3. Failure to respond to notice of recall from layoff within the established time frame.

ARTICLE 31 - DISCIPLINE

The City may implement an absenteeism control system, which will include the detailed and ongoing recordings of absences and counseling of employees regarding abuse, with management and supervisory personnel having the discretion to require medical verification in instances where abuse appears evident and to take action as appropriate to correct patterns of abuse.

ARTICLE 32 - GRIEVANCE PROCEDURE AND UNIT REPRESENTATIVE:

A. A Grievance is a complaint involving the application of the terms of the MOU, city rules and regulations or any action taken against an employee. A Grievance Procedure's purpose is to encourage City and its employees to solve difficulties and problems at the lowest possible administrative and/or supervisory level. An informal discussion or meeting between parties to bring difficult issues to light will usually result in the resolution of the situation. However, if an employee chooses to use the Grievance Procedure, it shall be incumbent upon the parties to follow these procedures expressly.

B. Unit may appoint a representative to handle grievances pertaining to this MOU. Upon designating such a representative, Unit shall provide City, in writing, with the name of the representative.

C. A Grievance should not be considered the same as the Appeal Process before the Personnel Commission which may be filed in accordance with the City of Selma Personnel Rules and regulations, Rule XII, for issues relative to those defined in said Resolution and City of Selma (Personnel) Ordinance No. 812, Chapter 2-2-4.

ARTICLE 33 - ADOPTION OF AGREEMENT AND AMENDING PROCEDURE:

A. This MOU shall be deemed adopted and binding effectively terminating negotiations during its term upon approval and subscription of the Unit and City.

B. If either Unit or City desires to modify or change this MOU during its term, said party shall serve written notice on the other party, setting forth the nature of the proposed modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of proposal.

C. No presently existing benefit, whether monetary or otherwise, may be reduced below its present level, except as agreed to in this MOU.

ARTICLE 34 - SAVINGS CLAUSE:

A. This MOU is the entire agreement of the parties, terminating all prior MOU's and

concluding all negotiation during the term of this MOU, except as provided in Articles 4 and 11. The parties hereto may, from time to time meet to discuss the administration of this MOU.

- B. Should any provisions of this MOU be found to be in contravention of any federal or State Law, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in force and effect. The parties hereto shall negotiate any provision found to be in contravention of State or Federal Law.

ARTICLE 35 - TERM:

This Memorandum of Understanding shall remain in effect for a period commencing July 1, 2023 and ending June 30, 2024, subject to appropriate modifications by mutual agreement of the parties.

ARTICLE 36 - APPROVALS:

"CITY"
City of Selma,
a municipal corporation

"UNIT"
Fire Mid-Management
Employee Group

BY: _____
Fernando Santillan / Date
City Manager/Personnel Officer

Donavon Fullner / Date

Anthony Rivas / Date

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

January 16, 2024

ITEM NO: D.

SUBJECT: Consideration of a Resolution Approving Job Description for Fire Captain

BACKGROUND: Per the City of Selma Municipal Code Section 2-2-2, section (D), any revisions to class specifications are required to be approved by the City Council.

DISCUSSION: The City of Selma is continuously recruiting for vacant positions identified within the Adopted 2023/2024 Fiscal Year Budget. City staff has determined existing job specifications are not up to current industry standards. In order to attract qualified applicants, the job description requires amending in order to accommodate current recruitment needs.

The Fire Captain job description was updated in August 2023. During review to discuss a recruitment, staff identified minor corrections that require updating.

The job description was presented to the appropriate bargaining unit prior to submittal as required.

RECOMMENDATION: Adoption of Resolution approving a new job description for Fire Captain.

_____/s/_____
Janie Venegas
Administrative Services Director

_____01/08/2024_____
Date

_____/s/_____
Fernando Santillan
City Manager

_____01/08/2024_____
Date

RESOLUTION NO. 2024 – ___R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE JOB DESCRIPTION
FOR FIRE CAPTAIN**

WHEREAS, On June 19, 2023, the City Council adopted the 2023/2024 fiscal year budget approving Full-Time Employee (FTE) quantities; and,

WHEREAS, The City Manager for the City of Selma, in an effort to recruit for vacant positions within the Adopted 2023/2024 Fiscal Year Budget, has determined job specifications are not up to current industry standards which requires amending job specifications in order to accommodate current recruitment needs as well as current staffing; and,

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

Section 1. The above recitals are true and correct;

Section 2. The City Council hereby approves the recommendation to approve the job description for Fire Captain to accommodate current recruitment needs as well as current staffing.

Section 3. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 16th day of January 2024 by the following vote:

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

(Signatures on following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

FIRE CAPTAIN

PURPOSE:

Under general supervision, plans, schedules, deploys, supervises, and reviews the work of Emergency Medical Technicians, Paramedics, Firefighters, and Fire Engineers of an assigned company or station responsible for providing fire suppression, rescue, emergency medical treatment, hazardous material response, and fire inspection and prevention services; takes command of fires and other emergency incidents within the City unless relieved by another officer; performs the full range of emergency response duties as a member of a response team; coordinates, and participates in non-emergency inspection, training, maintenance, and related activities; and performs other duties as required..

SUPERVISION RECEIVED AND EXERCISED:

Receives general supervision from a Fire Division Chief. Exercises direct and general supervision over assigned staff.

CLASS CHARACTERISTICS

This is a full supervisory class in the fire series, responsible for all activities of an assigned company or station and for assisting with overall department management activities, as assigned. Responsibilities include both company command and the performance of a variety of emergency response, non-emergency maintenance, and administrative duties. This class is distinguished from the Fire Division Chief in that the latter is a management-level class responsible for the operations of an assigned program within the Fire Department.

ESSENTIAL FUNCTIONS STATEMENT: *Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees may perform the essential functions of the job.*

Essential Functions (Illustrative Only):

- Establishes incident command system at all emergencies; directs firefighting operations until relieved by a higher-ranking officer, including commanding tactical and safety activities to ensure all response activities are conducted in a manner consistent with prescribed policies and procedures.
- Recommends and assists in the implementation of goals and objectives; establishes schedules and methods for providing effective fire suppression and prevention services; implements policies and procedures.
- Participates in the development of the Fire Department's budget, including submitting budget recommendations and monitoring expenditures.
- Plans, schedules, organizes, assigns, reviews, and evaluates the work of staff of an assigned company or station; provides input into selection, disciplinary, and other

personnel matters; may counsel employees as required.

- Identifies fire training needs of company personnel; drills and instructs personnel in the use of a variety of firefighting apparatus, equipment, tools, and devices; instructs personnel on location of fire hazards in public buildings and the methods of combating fires in such places; ensures conformance of training and instructional work with department policies and procedures.
- Ensures an accurate and efficient inventory of equipment and supplies, including purchasing needed equipment and submitting equipment requests accordingly.
- Administers, coordinates, manages, and personally performs work in support of a variety of departmental programs and activities such as fire administration, prevention, public education, inspection, fleet equipment maintenance, inventory, training, or other aspects of the fire prevention and suppression programs.
- Represents the department and the City in contacts with other fire and medical response agencies.
- Provides mutual aid to other fire service and medical emergency agencies in accordance with departmental policy.
- Assists in rendering emergency medical services.
- Supervises and participates in the laying and connection of hose, direction of water streams, placement of ladders, ventilation of buildings, rescue of persons, and salvage operations; ascertains the need for and type of additional equipment necessary to handle emergencies; makes technical decisions as to the best methods of extinguishing fires after observing the fire and receiving reports from company officers.
- Checks commercial and residential buildings for code compliance including in the areas of building exits, automatic sprinkler systems, fire alarms, fixed fire extinguishing systems, commercial hood and duct systems, emergency generators, underground water systems and hazardous materials storage; interprets and enforces provisions of fire prevention and fire safety laws, ordinances, and other regulations.
- Performs and assists in company and/or station inspections; inspects personnel, equipment, and company quarters.
- Conducts origin and cause investigation of fires; obtains and otherwise preserves evidence at a fire scene; collects, prepares, and presents evidence in court when required; prepares reports of findings and recommendations.
- Develops and maintains effective working relationships with the community; presents a variety of educational and public service programs to children, youth and community groups; responds to questions and comments from the public; collaborates with involved parties to reach resolutions on identified issues.
- Keeps immediate supervisor and designated others informed regarding present and potential work issues and provides solutions to address issues.
- Performs a variety of administrative duties including recording company activities in designated logs, preparing and maintaining records, reports, forms, recommendations, and other required administrative procedures of the company.
- Applies for various grants and coordinates the process from the beginning (i.e., grant writing) to the end (i.e., purchase order tracking).
- Attends meetings, conferences, workshops, and training sessions and reviews materials to remain current on principles, practices, and developments in assigned work areas.

- Performs the full range of Firefighter and/or Fire Engineer duties.
- Performs other duties as assigned.

When performing the Training assignment:

- Oversees and coordinates the daily operations and activities of a comprehensive training program within the Fire Department, ensuring that the assigned program has then necessary logistical support to ensure efficient operations at all times, and compliance with Federal, State, and local training mandates.
- Trains and supervises assigned staff to implement goals, objectives, and functions of training programs, including coordinating and participating in ongoing training activities, participating with staff in correcting deficiencies, and maintaining records as appropriate.
- Schedules monthly training of staff; plans, oversees, and coordinates all related activities; produces, maintains, and manages all training-related reports, records, and logs.
- Plans, develops, and instructs training courses in a variety of fire service areas; researches various current materials, tools, techniques, and equipment for performing various emergency tasks.
- Participates in training planning on at the local, State, and national level as a member of related committees and organizations.
- Manages and administers the training budget; prioritizes training leave; approves and purchases training materials and supplies.

QUALIFICATIONS / REQUIREMENTS:

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review, and evaluation and the training of staff in work procedures.
- Principles, practices, procedures, techniques, and equipment used in: fire, medical, and hazardous materials emergency response, including containment and clean-up; technical and confined response situations.
- Basic emergency medical procedures including basic first aid and CPR.
- Symptoms of medical emergencies and of appropriate responses to such conditions. Practices, procedures, and equipment used in fire investigations, including the ability to recognize and collect evidence.
- Basic building construction techniques and practices including operation characteristics and designs of fire protection, sprinkler, alarm, elevators, and other related systems.
- Safety practices and equipment related to the work.
- Computer applications related to the work.
- Geography of the City, including locations of streets, hydrants, sprinkler and standpipe hookups, and alarm panels.
- Applicable Federal, State and local laws, codes, and ordinances.
- Safety practices and equipment related to the work.
- Modern office practices, methods, computer equipment and computer applications.

- Correct English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Plan, schedule, assign, supervise, review, and evaluate the work of staff on an assigned shift.
- Train staff in work procedures.
- Serve as an integral part of the department's management team; including administering assigned programs and projects.
- Perform fire suppression and associated rescue and salvage work in a safe and effective manner.
- Evaluate patients' conditions and properly render emergency medical care including administration of emergency medications.
- Perform at required EMS, technical rope rescue, and hazardous material operation levels.
- Apply the mechanics of firefighting.
- Operate vehicles and apparatus safely and in conformance with department procedures and traffic laws.
- Deal with hazardous materials incidents in conformance with department procedures.
- Maintain accurate records and prepare clear and accurate reports and other written materials.
- Interpret, apply, and explain complex codes, regulations, and ordinances.
- Enter information into a computer with sufficient speed and accuracy to perform the work.
- Establish and maintain a variety of manual and computerized recordkeeping and project management systems.
- Make sound, independent decisions in emergency situations within established policy and procedural guidelines.
- Organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and software programs.
- Use English effectively to communicate in person, over the telephone, and in writing. Use tact, initiative, prudence and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Establish and maintain effective working relationships with those contacted in the course of work.

REQUIREMENTS:

Education and Experience:

Equivalent to the completion of the twelfth grade supplemented with extensive course work in fire science, police science, fire investigation, or related field, and five (5) years of progressively responsible full time paid firefighting experience. Seasonal experience may be used to fulfill this requirement if documentation can be provided that indicates the experience

was equivalent to that of full time firefighting duties. In addition, two (2) years in the operation of equipment and apparatus at the level of Fire Engineer is desirable.

A two-year degree in Fire Science or a related field from an accredited college is highly desirable.

Licenses and Certifications:

- Possession of a valid Class C driver's license with a Fire Fighter 'F' endorsement, and a satisfactory driving record.
- Possession of a valid Healthcare Provider CPR certification.
- Possession of a valid CCEMSA EMT-B Certification or Paramedic License
- Possession of a Fire Officer/Company Officer; or completion of:
 - Company Officer 2A: HR Management
 - Company Officer 2B: General Administrative Functions
 - Company Officer 2C: Fire Inspections and Investigations
 - Company Officer 2D: All-Risk Incident Command Operations
 - Company Officer 2E: Wildland Incident Operations
- Ability to obtain Company Officer certificate from the California State Fire Marshal within one (1) year of assignment.

ADDITIONAL INFORMATION:

Required to work shifts, as scheduled by the department.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; mobility, physical strength, and stamina to respond to emergency situations and use all emergency apparatus and equipment; perform medium to heavy physical work, to work in confined spaces, around machines, and to climb and descend ladders; to operate a motor vehicle and to visit various City and meeting sites; vision to discern colors and assess emergency situations, including medical incidents, to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. This is partially a sedentary, partially a field classification that requires operating in emergency situations and identifying and assessing problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator, operate standard office equipment, and to operate above-mentioned apparatus and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites, and push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials, objects, and individuals necessary to perform job functions.

Environmental Elements:

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. The work also involves work in the field with exposure to loud noise levels, extreme temperatures, inclement weather conditions, road hazards, substantial heights, vibration, confining

workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and public and private representatives in interpreting and enforcing departmental policies and procedures.

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

January 16, 2024

ITEM NO: E.

SUBJECT: Consideration of a Resolution Awarding a Professional Services Agreement for Information Technology Managed Service Provider with Data Path, Inc.

BACKGROUND: The City of Selma requires Information Technology (IT) services to maintain a secure IT system and provide day-to-day support for hardware and software needed. This service has been contracted for well over ten years. An Information System Technician was added to the Fiscal Year 2023-24 position allocation but contract services are still required to maintain IT needs.

DISCUSSION: City staff initiated a Request for Proposal (RFP) process to contract for Manage Service Provider. The RFP was initially made available on the City website on September 29, 2023. Additionally, it was directly sent to various local Managed Service Providers (MSP).

The deadline for submitting proposals under the RFP was October 27, 2023. The City received a total of two proposals. These proposals underwent evaluation by a committee where members convened and compared the two proposals in accordance with the grading criteria identified in the RFP.

After consideration by the Managed Service Providers Committee, it is recommended that the City Council award a Professional Services Agreement to Data Path, Inc. as the Information Technology Managed Service Provider. This agreement would be effective immediately as the City of Selma does not have a current contract in place.

FISCAL IMPACT: The monthly cost will be \$8,311.00 or \$49,866 for the remainder of the fiscal year. This item was budgeted in Fiscal Year 2023-24 in the amount of \$133,800 and can be covered within the current allocated budget.

RECOMMENDATION: It is recommended that the City Council approve the Resolution awarding the Professional Services Contract to Data Path, Inc. to continue providing MSP services to the City of Selma.

<u> /s/ </u>	<u>01/08/2024</u>
Patrick Hernandez	Date
Information System Technician	

<u> /s/ </u>	<u>01/08/2024</u>
Janie Venegas	Date
Administrative Services Director	

<u> /s/ </u>	<u>01/08/2024</u>
Fernando Santillan	Date
City Manager	

RESOLUTION NO. 2024 – ___R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT AND
AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT WITH DATA
PATH, INC. FOR PURPOSE OF BECOMING MANAGED SERVICE PROVIDER**

WHEREAS, the City of Selma is authorizing the City Manager to execute a Professional Services Agreement (Agreement) with Data Path, Inc. for the purpose of becoming a Managed Service Provider; and

WHEREAS, the total fees associated with this agreement shall not exceed \$8,311 per month for the entirety of the agreement.

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

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. The work performed will be consistent with the work details listed in the proposal provided by Data Path, Inc. titled “City of Selma Managed Services Proposal” Business Proposal prepared for City of Selma RFP Manage Service Provider dated October 27, 2023.

Section 3. Authorize the City Manager to execute contract documents.

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

Section 5. Effective Date. 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 16th day of January 2024, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

October 27, 2023

City of Selma

Managed Services Proposal

Prepared For
Patrick Hernandez



Prepared By
Jay Harvey
jharvey@mydatapath.com

Dan Sturdivant
dsturdivant@mydatapath.com

Introduction Letter

Dear City of Selma Leadership Team,

Datapath was started over eighteen years ago to improve the lives of the clients we work with through the services we provide. We have never wanted to just help organizations fix technology problems, but alternatively, become an integrated partner and help in driving innovation that results in sustained competitive advantages.

Fast forward, and Datapath now has five offices in California and Ohio, and we are continuing to expand. We believe this is because the mission and values we've set as an organization are evident to our team members, clients, and the communities in which we work.

Thank you for giving the Datapath team an opportunity to propose working with you, as we understand that selecting the right technology partner is a big decision. We promise you that Datapath will live and work according to the highest level of values and professionalism and will work to make your company stronger every day.

Sincerely,

A handwritten signature in black ink, appearing to read 'DAVID DARMSTANDLER', written in a cursive style.

David Darmstandler

CEO / Co-Founder

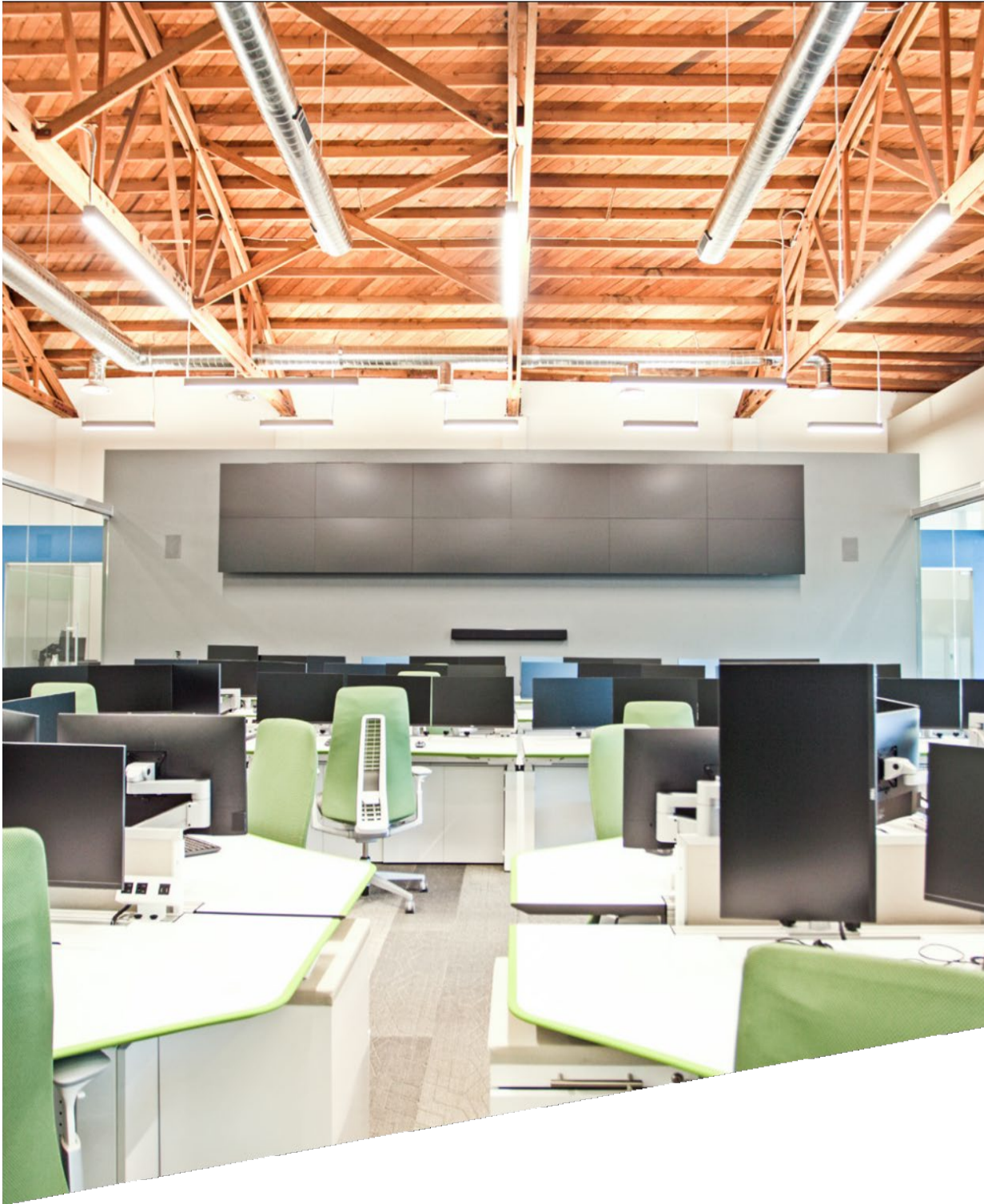
Datapath

1415 J Street

Modesto, CA 95354

Direct: 209-312-9804

david@mydatapath.com



Executive Summary

Green text shows the different areas that cover RFP requests.

Objective

City of Selma is a rapidly growing community that is known for its small-town charm as well as big city development. City of Selma is looking for a strong partner with experience in technology support to maintain and secure infrastructure. As City of Selma scales, the executive team seeks a security focused and externally audited IT service provider that has applicable experience in networking, compliance, customer service, and technical support.

Goals

City of Selma seeks a provider with a track record of successful managed service provider to partner in the continued secure and reliable operation of corporate information. A suitable provider should provide comprehensive managed services for endpoint, network, and security management, and should respond to network and user needs while helping to define strategy and providing insight to management with an emphasis on reliability, scalability, and cost management.

About Us

Datapath currently supports and manages more than 25,000 computers and 6,000 servers, overseeing the support and resolution of more than 5,000 support requests per month, with daily exposure to software packages, network equipment and computer systems spread across a diverse client base.

Number of Clients: 170+

Length of time in business of providing proposed services: 18+ years

Number of full-time personnel: 78

Technical Engineers/Personnel: 58

Sales, marketing and administrative support: 20

Legal Name: Data Path, Inc.

Headquarters Office (SOC/NOC): 1415 J Street., Modesto, CA. 95354

Phone: 209-521-0055 **Fax:** 888-499-1959

Why Datapath? (Covers section 2A)

Datapath is a relatively large managed service provider, and you will find us in the CRN MSP 500 list, which catalogues the best managed service providers in North America. We have a dedicated SOC and security team, and a host of technical certifications, but what really sets us apart is our communication with and care for people. Of all the processes that support a business, IT can be one of the most anxiety inducing, and we seek to alleviate that for our customers every day. We want our customers and partners to be confident about the technology that serves their enterprises, and for them to see and appreciate technology - not as an obstacle to be overcome, but as a fulcrum that drives their success and growth.

Datapath is the right fit for City of Selma because we are a mature and security focused managed services provider that has a proven leadership team, service delivery and a security-focused approach. Datapath has experience managing technology for large companies in the financial sector. We understand the complexities of designing, implementing, and supporting technology with multi-location environments.

Regarding our stability, Datapath has been in business over seventeen years, and we have offices in California and Ohio, with a strategic plan to continue growth throughout the United States. We utilize third parties to confirm our strengths and weaknesses on a regular basis, and our processes are externally audited at least once a year. These third parties ensure that Datapath is working according to best practices in our controls and processes and review our financial health and performance.

From a technical perspective, Datapath has experience supporting agricultural companies and understands the implications of meeting deadlines. We are accessible 24x7x365 for our customers including municipal police and emergency services, and we have one of the best data security teams anywhere. Datapath can manage your network and server infrastructure, endpoints, cloud, and other important technology resources.

Most importantly, you will find that the best reason to work with us, and the reason for our rapid growth, is because at our core, we believe people matter more than technology. We use technology to move information to help people. Many of our competitors, despite demonstrable technical skills, seem to get this part exactly backwards. We will always put people first, and we will never talk down to anyone. We are here to help.

Your Onboarding

When our onboarding engagement begins, a dedicated account executive from Datapath will be assigned to your account to conduct regular check-in calls and to serve as a primary point of contact. Upon completion of our network discovery and review process, we will enable network monitoring and our RMM agent on your network, servers, and endpoints. Once our agents are installed, we will be able to provide remote support to your team and can apply automation to proactively identify and resolve issues. Subsequently, we will deploy endpoint security and off-site backup services.

Datapath begins the process by scheduling an onboarding meeting. In this meeting, you will be introduced to your Datapath team which includes your account executive and service-delivery management. Your IT staff will receive training on our RMM and PSA tools to enable hybrid workflows and bilateral communication with your internal team and our support and engineering resources. Upon completion of our network discovery and review process, which includes the gathering of credentials from the previous provider, we will enable network monitoring and our RMM agent on your network, servers, and endpoints.

Once our agents are installed, we will be able to provide remote support to your team and can apply automation including patch management to proactively identify and resolve issues. Subsequently, we will deploy endpoint security and offsite backup services to your systems. Our network monitoring system also automatically creates configuration backups of your routers, firewalls, and managed switches to facilitate prompt replacement in the event of equipment failure.

Technology Planning Process (Covers section 1A and 1F)

You will be assigned a dedicated Datapath Account Executive, who is your internal advocate at Datapath. This individual is a seasoned IT professional who is trained in helping you plan for technology, create budgets, and help improve workflow between Datapath resources and your IT team.

Our technology planning process is directed by your Datapath Account Executive, who will help you connect your organization's strategic goals, metrics, and market dynamics to a strategic technology plan. The technology planning process and meetings introduce Datapath technology specialists and design engineers to identify and align areas for improvement, matching your technology road map to your strategic objectives and technology investment budget. We want technology to serve as a fulcrum and a force multiplier for City of Selma's business goals and can help in planning for events such as compliance objectives, an acquisition, or a new geographic location.

Support and Maintenance (Covers sections 2B1 and 2B2)

We are reachable by phone, email, web-based customer portal, and text message. Optionally, some of our customers opt for our helpdesk buttons, which are large red buttons that connect to endpoints via USB. Pressing the button captures the system state and last few actions the end user took, and automatically creates a detailed ticket with our support team. This can improve response time, as much of the information we would capture is automatically captured by a script that end users can press while an issue is occurring.

The escalation process is managed by our Service Delivery Manager and the support leads dedicated to your account. These individuals manage the workflow of emergencies, alerts, and tickets assigning them to the correct support technicians, escalation technicians or specialists to ensure your needs are handled in a time efficient manner.

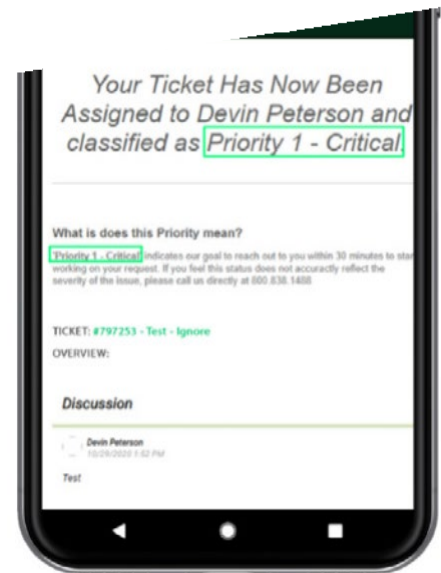
We maintain independent SOC2 Type II compliance internally, and closely align with ITIL.

Our disaster recovery plan prescribes daily testing, and we also perform internal and external vulnerability scans and penetration testing by a third party.

We include an IT Glue knowledge base which helps our team identify and resolve issues quickly. We also communicate in real time on Slack, which allows our technical team and account managers to communicate in multiple real time threads at the same time.

AuVik is our primary network monitoring tool. It can alert us to a variety of unfavorable conditions on the network such as a loopback, and maintains configuration backups of managed switches, routers, and firewalls from Ruckus, PaloAlto, Cisco and other manufacturers.

ConnectWise Automate allows us to capture information about memory and disk utilization, latency, warranty status and age of endpoints and servers. This information can be fed into reports that drive decision making and budgeting. This tool also allows technicians to remotecontrol an endpoint or server and apply remediation scripts and automation that reduce downtime and improve efficiency.



Incoming tickets are tracked in our PSA software and assigned a priority level that correlates to an SLA. Customers are notified based on their contact preferences while support tickets are tracked to resolution.

Upon ticket creation, you will receive an email confirming the ticket has been received and created. Once dispatched, you will receive an update that the ticket has been assigned and at which priority level. This will allow our service supervisors to better track how long it takes to dispatch and resolve tickets, so we can evaluate needs and prioritize based on severity in multiple areas. Should you require a higher level of Priority Ticket Request, you can call into our Support line at 888-693-2827 and request the ticket be escalated. Your Account Executive can also assist you if a particular scenario merits an expedited response.



We have had positive feedback from customers on our BrightGauge Dashboards which put real-time information in the hands of management teams. Additionally, conventional reports can be scheduled on demand or on a recurring (such as monthly) basis.

The following matrix describes how priorities are assigned and the impact to SLA.

		IMPACT How widespread the issue is			URGENCY How time-sensitive the issue is		
IMPACT		URGENCY			Priority Level	Expected Response Time	Resolution Goal
		High	Med.	Low			
High		P1	P2	P3	P1	Within 30 minutes	Within 4 hours
Medium		P2	P3	P4	P2	Within 2 hours	Same business day
Low		P3	P4	P4	P3	Same business day	Next business day
					P4	Next business day	Within 3 business days

IMPACT		URGENCY
High	Critical. Major business processes are stopped	High Whole company is affected
Medium	Business is degraded, but there is a reasonable workaround	Medium Departments or large groups of users are affected
Low	More of an irritation than a stoppage	Low More of an irritation than a stoppage

Our knowledge base (IT Glue) has a general-purpose component called My Glue that allows us to make selected documentation and knowledge available to end users. We also offer optional security awareness training that couples threat avoidance information with fake phishing email campaigns so you can know who is vulnerable and assign additional training accordingly.

Datapath utilizes a third-party net promoter score (NPS) application that is integrated into each interaction with our support team. This tool integrates a series of icons for users to choose from signifying their satisfaction or dissatisfaction with their support experience. Users also have the ability to input additional comments if desired.

Positive and negative interactions are monitored closely by support management, account executives and ownership. If a less than satisfactory impression is indicated, the feedback is discussed by our management team, and the account manager is notified to follow up.

Innovative and Creative Approach (Covers section 2B3)

Datapath understands the unique requirements of California cities going green under new state initiatives that are being set forth. As part of that experience, we take the unique approach of supporting the City of Selma to become recognized as a Smart City. On this path, we look at the benefits of moving the city away from on-premises hardware and into a more modern cloud business approach. This allows the city to be more nimble and able to scale as needed. This simplifies the budgeting process for the city to know the cost of their IT operating expenditures without having to predict the unknown cost of hardware upgrades 3, 5 and 10 years into the future.

Datapath is constantly reviewing and anticipating the future of Cyber threats and is committed to ensuring the City of Selma knows which solutions and actions they need to be taking to stay vigilant. (Information attached as addendum after pricing sheet)

References

Justin Vinson

Public Works Director

City of Atwater

jvinson@atwater.org

209-777-0273

Pio Martin

Finance Director

City of Firebaugh

pmartin@ci.firebaugh.ca.us

559-659-5901

Barry Sender

Chief Compliance Officer

Granite Escrow

bsender@graniteescrow.com

949-677-7388

Scope

Endpoint Management (Covers sections 1B and 1H of RFP)

Managed Backup, Remote Access, Remote Monitoring, and Escalated Support for City of Selma internal IT.

Ticketing system in place to monitor open client issues and to track support timelines. Includes support for 3-5 police department employees per conversation with IT Management at the City of Selma.

Escalation Support

- Escalation resource for City of Selma internal IT for multiple user issues or network challenges to provide them with efficiency and effectiveness.

Ticketing System

- Monitor and track support issues that arise for end users. System is monitored by supervisors with thresholds for quality of support and response times.

IT Automation Team

- Works in the background to try and prevent support related issues using tools, scripting, and remote tools to reduce the number of tickets from end users.

Dedicated Support Team

- Dedicated support team that includes help desk technicians, escalation technicians, system engineer, network engineer, team lead, and dedicated account executive, to meet all your support needs. This team resides within the Fresno region.

Centralized Documentation System

- Documentation of the site, systems, network, and servers in a single location that is accessible by our team to have a seamless transfer of knowledge.

Backup

- Each desktop or laptop's files will be automatically replicated to cloud storage. Data recovery to a new device in the event of loss or damage is included in scope.

Remote Monitoring and Maintenance

- In addition to patch management, we monitor for several indications of compromise and performance loss, such as full disk, lack of memory, and processor utilization. This allows our team to be proactive about issues that impact performance and security.

Public Cloud (Covers sections 1E and 1G of RFP)

Datapath will administer and provide Office 365 support with monitoring and setup of backups.

Office 365 Business Premium - Support

- The enterprise version of Microsoft Office 365 entitles the end user to run Office Desktop Applications such as PowerPoint, Word, Excel, and Outlook. It also offers groupware in Microsoft Teams, Email from Exchange Online, and shared storage from Microsoft OneDrive and SharePoint.

Office 365 Backups

- The enterprise version of Microsoft Office 365 entitles the end user to run Office Desktop Applications such as PowerPoint, Word, Excel, and Outlook. It also offers groupware in Microsoft Teams, Email from Exchange Online, and shared storage from Microsoft OneDrive and SharePoint.

Site Services (Covers sections 1D and 1G of RFP)

Each branch location benefits from our network management policies and practices.

Network Management

- The production network, including DHCP/DNS, site to site connectivity, client VPN, and MPLS connections will be maintained and monitored by Datapath as part of this engagement.

Gateway Security and VPN

- Locations managed by Datapath, including private cloud infrastructure will be defended by a Next Generation Firewall with managed VPN and firewall, managed by Datapath. VPN Clients and support are available to authorized personnel.

Managed Server (Covers sections 1C, 1D, and 1G of RFP)

Support and maintenance of server infrastructure environment.

Server Maintenance and Support

- Assist with issues that arise with the server infrastructure.

Backups

- Backup of servers up to 1 TB per server on-premises and in the cloud.

IT Automation Team

- Works in the background to automate services that will automatically reboot servers when issues or power failures arise.

System Patching

- Patching of servers to assure that client is on latest version of verified Microsoft patching.

Assumptions

- City of Selma will provide reasonably prompt feedback on any interim and final deliverables. Any delay in providing feedback or approval could impact the estimated schedule and estimated number of hours for the migration project.
- City of Selma personnel will be accessible throughout the onboarding project.
- Datapath personnel will have physical and remote access to City of Selma' infrastructure for the duration of the relationship.
- The attached quote references and is subject to our master service agreement. Agreements are available at mydatapath.com/agreements.
- Monthly billing is based upon the number of named users and devices under management. This number can be adjusted up or down with reasonable notice as users are added or removed. A term of 36 months is assumed.
- Invoices will be sent on the 15th of each month with NET 15 payment terms and will describe services anticipated in the coming month and changes or projects that occurred in the previous month.
- Project work (Adds, Moves, Changes) is billable at an hourly rate, currently \$250/hour. Maintenance is included in the scope of managed services.
- Our response is proprietary and must not be shared or made public, including the tools we use, pricing or other matters of our organization's processes, procedures, or personnel and should only be made available to those reviewing the proposal as part of the decision-making process of the successful bidder.

Confirmation responses from RFP questions

- PD support will cover 3-5 individual users as PD has its own managed service company.
- Full end user support services are available at an additional cost, should they be required.
- The city will maintain a website support company that Datapath will work with should there be any support requests for the website.
- Every employee of Datapath must pass a Live Scan in order to work at the company. These results can be sent to the City of Selma at their request.

Managed IT and Security Services

Product Details	Qty	Unit Price	Monthly Total
Managed Site Services <ul style="list-style-type: none"> • Network Management • Managed Firewall Services with 24x7 Firewall Security Monitoring • Gateway Security and VPN • Firewall Hardware and Security Subscriptions 	1	\$900.00	\$900.00
Managed Server Services <ul style="list-style-type: none"> • Server Maintenance and Support • Managed Server Backup • Server IT Automation • System Patching 	26	\$161.00	\$4,186.00
Managed Endpoint Services <ul style="list-style-type: none"> • Endpoint Patching • Remote Monitoring and Management Agent • Endpoint Advanced Threat Protection - EDR 24x7 Monitoring 	86	\$26.50	\$2,279.00
Monthly Subtotal:			\$7,365.00



Managed User Services

Product Details	Qty	Unit Price	Monthly Total
Managed User Security Services <ul style="list-style-type: none">• Microsoft 365 Backup• Security Awareness Training• Simulated Phishing Tests• Phishing Analysis	86	\$11.00	\$946.00
Monthly Subtotal:			\$946.00

Monthly Recurring Summary

	Amount
Managed IT and Security Services	\$7,365.00
Managed User Services	\$946.00
Monthly Total:	\$8,311.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

By accepting this quote Customer is agreeing to the Datapath Terms of Service and Payment Terms:

- [Terms of Service](#)
- [Payment Terms](#)

CUSTOMER

City of Selma

Signature: _____

Name: _____

Date: _____

COMPANY

Datapath, Inc

Signature: _____

Name: _____

Date: _____



SMART CITY PATH

Datapath is committed to providing cities with smart technology solutions to drive efficiency, security, and innovation. Empower your city with our comprehensive suite of cloud services and unleash the full potential of your smart city initiatives



EMPOWERING CITIES WITH INNOVATIVE TECHNOLOGY SOLUTIONS



Cloud Hosted Systems and Services

Our state-of-the-art Cloud Hosted Systems and Services provide a secure and scalable platform for cities to store and manage their critical data and systems. With Datapath's Smart City Path, cities can utilize enhanced performance, flexibility, the reliable benefits of cloud computing, fast networking and robust cybersecurity.



Network & Infrastructure Support

Ensure reliable connectivity and uninterrupted operations with our Network and Infrastructure Support services. Our expert team will manage your city's network infrastructure, ensuring high-speed connectivity, optimal performance, and timely troubleshooting. From routers and switches to network security protocols, we've got your city covered from the desk to the cloud.



Monitored Security Gateway w/ Included Firewall

Secure your city's digital assets using our Advanced Monitored Security Gateway featuring a resilient firewall. Our security gateway acts as a shield, actively monitoring network traffic and preventing unauthorized access to your critical systems. Stay one step ahead of cyber threats and enjoy peace of mind knowing your city's infrastructure is safeguarded.



Monitored Security Endpoint

Bolster your city’s Cybersecurity with next level Endpoint Security Monitoring solutions. Our sophisticated endpoint security software actively monitors and protects your staff’s devices connected to your city’s network, ensuring comprehensive threat detection and prevention. Stay ahead of malware, ransomware, and other cyber threats that can disrupt your city’s operations.



Managed Server for Critical and Security Updates

Keep your city’s servers up to date and secure with our Managed Server offering. Our team of experts will take care of critical updates, security patches, and system maintenance, ensuring your servers are optimized for performance and protected against vulnerabilities. Focus on serving your citizens while we handle the essential server management tasks.



Datapath offers a full suite of Smart City add-on services:

- Wireless Access as a Service (WiFi)
- Workstation critical maintenance and security
- End User IT Support
- Dedicated Account Management for budgeting and technology mapping
- Client Portal Access with reporting and analytics
- On-prem Server Management
- Data backup management and cloud storage

Optional Services to consider:

- Disaster Recovery Services
- Microsoft Office Licensing and backups
- Email filtering
- Dual fail-over internet services
- Multi-Factor Authentication
- Key-Card Management
- Onsite Technician Services
- Law Enforcement Specific Technology Support

“Managing technology on a day-to-day basis can be a daunting task. Knowing that we have the assistance of Datapath allows us to focus on other city priorities. Datapath has been instrumental in helping us establish a budget for IT and prioritizing technology plans.”

– **Justin Vinson**
Public Works Superintendent
City of Atwater

“Opting for a partnership like what we have with Datapath with a manageable monthly fee not only safeguards your budget but also provides peace of mind. It guarantees that your equipment remains operational, up to date, and equipped with the latest security measures to protect your organization.”

– **Pio Martin**
Director of Finance
City of Firebaugh



CITY OF SELMA

REQUEST FOR PROPOSALS (RFP)

FOR

Managed Service Provider (MSP)

Released on September 29th 2023

PROPOSALS DUE October 27th, 2023

Email Proposals to
patrickh@cityofselma.com

The City of Selma (hereinafter referred to as the “City”) is requesting proposals from qualified, professional technology vendors for Information Technology (IT) Support Services. The qualified vendor would provide necessary technical services.

ABOUT US

The City of Selma

The City of Selma is a growing community of over 25,000, located in the central San Joaquin Valley. Its downtown gives the City a small-town charm, while commercial and industrial areas foster larger city development. Selma’s location, at the crossroads of State Routes 99 and 43, makes it a regional hub for southeast Fresno County as well as neighboring Tulare and Kings Counties.

The proposed Information Technology firm will support services where the City currently has computer hardware equipment which are located in the following locations or departments:

1. City Hall
2. Police Station (2 locations)
3. Fire Department (3 locations)
4. Public works Corporation Yard
5. Selma Senior Center
6. Selma Art Center
7. Pioneer Village
8. Salazar Center

This RFP will be governed by the following schedule:

- Release of RFP **September 29th 2023**
- Proposals are Due **October 27th, 2023**
- Approval of Contract **November 24th, 2023**

*All dates are subject to change at the discretion of the City

1. SCOPE OF WORK

The City invites you to submit a proposal for planning and development related services. The scope of work includes, but is not limited to, the following:

This section summarizes the services to be provided to the City in this RFP. The City is looking for a maintenance and support program to be designed under two major categories. These categories are PREVENTIVE MAINTENANCE and AS NEEDED MAINTENANCE, to accommodate departmental computer system activities and user equipment performance. The City expects the vendor proposal to define, in detail, the approach to be used in the above categories. Distinction of time and material costs for these efforts are important to billing the City and future budget considerations. The Scope of Work, as may be modified through negotiation and/or by written addendum, will be made a part of the Agreement. Through this RFP, the City intends to procure IT Support Services. Please provide brief itemized answers that correspond to each section below that clearly details how your firm will address the needs identified.

A. Initial Assessment

Review of the inventory, update network diagram, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by 45 days of commencement of the contract, and by January 15th, of each year as long as the contract is in force. This is to allow for necessary budget planning for the upcoming fiscal year.

B. Desktop Application Support

Performance of basic support functions, including the installation of PC's, laptops, mobile devices, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's, laptops and mobile devices for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to City personnel upon request; and implementation of HELP Desk procedures under policy constraints of the successful vendor.

C. Server and Workstation Administrative Services

Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.

Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all HELP Desk tickets for on-site visits, remote support and telephone support is available; development of operations and quality assurance for backup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc. is maintained; management of user login's and password security is documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.

D. Network Administration Services

Maintenance and support of network equipment, including switches, firewalls, routers, and other security devices is included. Installation and maintenance of printers, scanners, network devices et al; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment. Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required. Maintenance of network documentation for daily, weekly, and monthly services is required.

E. Email and City Website

Maintenance of City email accounts using the City domain, adding, changing, and/or deleting City employee accounts as requested; The Vendor will configure the City's system to enable remote access in a secure environment and provide remote access administration as requested by designated City personnel. The Vendor will provide support and maintenance service for the City's website.

Configuration of the City systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the City Designee is required. Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.

F. Planning

Engineering, planning, and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary. Installation of new equipment, software, and transfer existing data when acquired, will be needed.

G. Security, Backup Efforts

The Vendor will ensure that all City servers, desktops, and laptops are protected by antivirus software and that adequate firewall(s) are in place to prevent unwanted intrusion into the City's computer network system. Maintenance of virus detection programs on the City servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the City designated person are required. Systems will be designed to notify City employees when system securities are breached and when system hardware is not operating efficiently. The Vendor will provide cyber-security monitoring service to prevent and detect potential intrusion and will perform security audits as requested and notify City personnel immediately of suspected breach of security. A backup system will be established to prevent loss of data and functionality.

H. On Demand Response

The Vendor will offer proactive and predictive solutions for on-demand responses to the City's IT requests. The Vendor will have access and be available during the City's normal business hours. The Vendor will be expected to perform maintenance service after hours and on weekends in situations which would least likely disrupt City staff during regular business hours. The Vendor will be expected to guarantee a two hour response time for emergency situations. The Vendor will be expected to provide seamless integration to City staff for support via phone and email.

Confidentiality:

Confidentiality of computer information and data is vital. The selected Vendor and its employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. The Vendor must permit the City to perform a criminal background investigation (Department Of Justice Live Scan) on Vendor's employees who have access to the City's system and the Vendor will provide requested employee information when reasonably requested by the City.

Miscellaneous:

The vendor will be permitted to perform some routine procedures remotely; however, the Vendor will be expected to perform on site visits both for routine preventative maintenance and on demand response. All on-demand requests will be coordinated through the On Site technician.

2. PROPOSAL FORMAT GUIDELINES

Consultants are to provide the City with a proposal using the following guidelines:

Each proposal must adhere to the following order and content of sections.

A. Qualifications and Experience

Provide a brief history of your business entity and project team. Identify legal form, ownership, and senior officials of company. Identify the name and email of the main contact, including phone number and e-mail address. Include the website address (if applicable). If proposing a sub-consultant, describe the division of responsibilities between participating parties, and offices (location) that would be the primary participants.

Describe professional experience and number of employees (licensed professionals, technical support) on the proposed project team.

B. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail the methods, including controls by which your firm or entity manages services of the type sought by this RFP.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

C. Fee Proposal

All proposers shall submit a fee proposal which delineates tasks, hours and cost for all staff working on the project. Proposals shall be valid for a minimum of 180 days following submission.

3. PROCESS FOR SUBMITTING PROPOSALS

Sealed proposals for this RFP shall be submitted electronically with the IT Department at Patrickh@cityofselma.com 1710 Tucker Street, Selma, California, 93662, on or before **October 27th, 2023**. No late proposals will be accepted. Proposers shall submit one original, and three hard copies of the proposal, along with one electronic copy.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

4. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

The criteria are as follows:

Criteria Categories	Points Possible	Points Awarded
<p>Qualifications of Key Personnel:</p> <p>Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.</p>	25	
<p>Approach to Providing the Requested Scope of Services:</p> <p>Includes an understanding of the RFP and of the project’s scope of services, knowledge of applicable laws and regulations related to the scope of services.</p>	10	
<p>Price Proposal</p>	25	
<p>Innovation/Creative Approach:</p> <p>Innovative and/or creative approaches to providing the services that provide additional efficiencies, expedited timing or increased performance capabilities.</p>	25	
<p>References</p>	15	
Total Points	100	

Please note that this RFP pertains to professional services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms. After reviewing the proposals, City Staff may conduct interviews with the top firms. Staff will forward a recommendation to the City Council for final selection.

The City reserves the right to reject all proposers and/or to invite other individuals and/or firms to respond to this RFP if the proposals received are inadequate.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by

this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Proposal Review

The Committee will review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City with any Proposer, the City may terminate negotiations with such Proposer and may commence negotiations with any other Proposer.

5. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

6. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

7. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Professional Services Agreement

The successful Proposer shall be required to enter into the City's standard Professional Services Agreement ("PSA"), which is attached hereto. Any proposed changes to the PSA by Proposer must be submitted in track changes/redline format with Proposer's proposal. Please be advised the following provisions of the City's PSA are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

If an agreement cannot be reached, negotiations with an alternate consultant may commence.

8. QUESTIONS

All questions relative to this RFP shall be directed to the following City representative ("RFP Facilitator"):

[Patrick Hernandez, IT]
City of Selma
1710 Tucker Street Selma CA 93662
Patrickh@cityofselma.com

**CITY OF SELMA
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of _____ (“Effective Date”), between the City of Selma, a municipal corporation (“City”) and _____ (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in conformance with the standards of quality normally observed by an entity engaged with a municipal government.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require

Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

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

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

(30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the

performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited

by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

With a Copy To: Selma City Attorney
Griswold LaSelle Cobb Dowd & Gin LLP
111 East 7th Street
Hanford, CA 93230
Attention: Megan Dodd

To Consultant:

15. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any

paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Selma

“CONSULTANT”

By: _____
Fernando Santillan, City Manager

By: _____

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
_____, City Attorney

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

SAMPLE

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

EXHIBIT B

RATE SCHEDULE

SAMPLE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

January 16, 2024

ITEM NO: F.

SUBJECT: Consideration and Resolution Awarding a Voice over IP (VOIP) Services Agreement with SpectrumVoIP

BACKGROUND: The City of Selma's current phone system is outdated and no longer supported. We are not able to upgrade or add phone lines to our current system as it is five (5) years past end of life. As a result, the phone system is in need of replacing.

DISCUSSION: City staff initiated a Request for Proposal (RFP) process to contract for a Voice over IP (VoIP) provider. The RFP was initially made available on the City website on September 29, 2023. Additionally, it was directly sent to various Voice over IP (VoIP) providers.

The deadline for submitting proposals under the RFP was October 27, 2023. The City received a total of three proposals. These proposals underwent evaluation by a committee where members convened and compared the three proposals in accordance with the grading criteria identified in the RFP.

After consideration by the Voice over IP (VoIP) Committee, it is recommended that the City Council award a Professional Services Agreement to SpectrumVoIP as the Voice over IP (VoIP) provider.

FISCAL IMPACT: The monthly cost will be \$1,701.14. This item was not budgeted in Fiscal Year 2023-24, thus an increase to Fund 704 (Data Processing) – Dept. 9600-700.200.000 (Equipment). \$10,206.84 is requested. Ongoing costs will be allocated to the respective fiscal year budgets.

RECOMMENDATION: It is recommended that the City Council approve the Resolution awarding the Professional Services Agreement to SpectrumVoIP to be our Voice over IP provider.

_____/s/_____
Patrick Hernandez
Information System Technician

_____/01/08/2024_____
Date

_____/s/_____
Janie Venegas
Administrative Services Director

_____/01/08/2024_____
Date

_____/s/_____
Fernando Santillan
City Manager

_____/01/08/2024_____
Date

RESOLUTION NO. 2024 – ___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT WITH SPECTRUM VOIP FOR PURPOSE OF BECOMING VOICE OVER IP PROVIDER

WHEREAS, the City of Selma is authorizing the City Manager to execute a Professional Services Agreement (Agreement) with SpectrumVoIP for the purpose of becoming Voice Over IP Provider; and

WHEREAS, the total fees associated with this agreement shall not exceed \$1,701.14 per month for the entirety of the agreement.

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

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. The work performed will be consistent with the work details listed in the proposal provided by SpectrumVoIP titled “SpectrumVoIP Proposal” Business Proposal prepared for City of Selma RFP Voice Over IP (VOIP) dated October 18 2023.

Section 3. Authorize the City Manager to execute contract documents.

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

Section 5. Effective Date. 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 16th day of January 2024, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk



PROPOSAL:

CITY OF SELMA ,CA

DUE: 10/20/2023

CREATED: 10/18/2023

SUBMITTED TO:

PATRICK HERNANDEZ

CITY OF SELMA

1710 TUCKER ST, SELMA CA 93662

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All furnished information, including prices, will remain valid for a period of 90 days from the date SpectrumVoIP's proposal.

Section 1: Executive Summary

On behalf of the entire staff of SpectrumVoIP, it is our pleasure to submit this Proposal to fulfill the Hosted Voice Over IP Telephone Services requested by City of Selma. All pricing contained in this Proposal assumes the following:

- 1) SpectrumVoIP is offering Hosted Voice over IP phone service, and the equipment necessary to make this possible

- 2) All necessary VoIP phones, phone equipment and phone accessories are included with the service (no extra costs)
- 3) All installation of VoIP phones, phone equipment and phone accessories are included with the service
- 4) All maintenance, upkeep, programming and troubleshooting regarding the VoIP phone service and system are included with the service (no extra costs)
- 5) All local and long-distance calls in the US and Canada are included, and no long distance rates shall apply. Any calls made outside the US and Canada will incur typical international long-distance rates
- 6) All of the features listed in the attached "Feature List" sheet are included with the service
- 7) All training necessary to learn how to use the new VoIP phone system is included with the service

Pricing for SpectrumVoIP's service is figured per seat (or per phone user) and shall be calculated at \$20.00 per seat for a Yealink T46U station on the 60-month program. If the City of Selma elects to upgrade to a more feature rich phone model, the per seat charge shall increase. Other specific costs required by Housing Authority of Billings's VoIP requirements are outlined in the attached Pricing Proposal Form.

If the City of Selma changes any equipment, or if the seat count varies from the original requirements, the attached "Alternative Service Cost Sheet" will help calculate the new total monthly cost (before taxes).

Installation Process: Once the bid is awarded and all paperwork is signed, a project manager will be assigned to the account and function as the main point of contact from SpectrumVoIP. This person will lead the project, assist with scheduling of installations, training events, future paperwork needs, forwarding phone numbers, fulfilling the trial period and eventually overseeing the porting of number.

Typically, once our bid is approved and the appropriate documents are signed, installation will occur in 2-4 weeks. In conjunction with our Project Manager, our technicians will be assigned and arrive on-site on the agreed upon date. Our technicians will perform all necessary set-up for the phones, the IVRs, hunt groups, and other features the Housing Authority of Billings chooses to take advantage of.

During this time, our project manager will also schedule training to take place with our Training Manager to ensure all users for City of Selma are familiarized with the feature set of their desktop phones and the web portal. Ongoing training as you onboard new employees is also provided free of charge for the length of the contract.

If at any time during the contracted period a user or administrator should encounter a technical problem, they need simply dial H-E-L-P (4-3-5-7) from their desktop phone to be routed to our Technical Support team based in the Dallas/Fort Worth metroplex. Alternatively, you may send an email to

support@spectrumvoip.com with the details of your concern, and a support ticket will be created and resolved expeditiously. This support is provided 24/7, 365 days a year at no additional charge.

Section 2: Supplier Information

2.1 RFP Schedule

This schedule outlines the major activities that will occur in this bid process and the due dates. Any changes in deadlines will be communicated to all suppliers in writing. We reserve the right to disqualify any supplier who does not comply with these deadlines.

Activity	Date/Time
RFP Released	10/20/2023
Deadline for Questions	10/20/23
Answers Released / Addenda Issued	10/20/23

Bidder Demonstrations / Negotiations	10/20/23
Proposal Submission Deadline	10/20/23
Proposal Review	10/20/23
Award	Tentative
Contract Start	Tentative
Implementation Period	Tentative
Go-Live	Tentative

Spectrum VoIP, Inc. understands the above RFP schedule.

2.3 Company Background Information

- Legal Company Name: SpectrumVoIP, Inc.
- Number of years in business: 17
- Address: 7600 Windrose Avenue #350, Plano, Texas, 75024
- Phone Number: (972) 312-0388
- Website: www.spectrumvoip.com
- Company type: C-Corp
- Certificate of Liability Insurance: See Appendix I

2.4 Company Experience and References

SpectrumVoIP is one of the pioneers of VoIP technology and design. The VoIP industry as a whole is constantly pushing for more features, solid security and reliable up time. At SpectrumVoIP, new features are added to the platform on a quarterly basis, security continues to improve and up time is 99.999%. The major considerations that set SpectrumVoIP apart from the potential competition are as follows:

- 1) All VoIP equipment is included with the service, and no upfront costs are necessary
- 2) Unlimited Package:
 - a. Unlimited long distance for US and Canada
 - b. Unlimited roll over lines

- c. Unlimited service
- d. Unlimited training
- e. Unlimited features

3) Every user/seat shall receive a desk phone, cell phone app, web portal, soft phone, direct dial number, an extension and a voicemail box

4) Quality of Service (QoS) is perfected via a Mikrotik Gigabit router, which manages data traffic shaping. The data priority is sent to the phone first and the computer second. Without this technology, expect a poor voice call experience

5) On going customization to your phone system per your requests

6) New phone system swap and upgrade every time you renew service with SpectrumVoIP

References:

1) City of Katy TX

Richard Oliva

roliva@cityofkaty.com

281-391-4840

2) City of Del Rio

Manuel Chavez

manuel@cityofdelrio.com

830-774-8715

3) City of Uvalde

Don Mclaughlin Jr.

mayor@uvaldetx.gov

830-278-3315 ext 112

Section 3: Response to RFP Requirements

3.2 Technical Requirements

System Architecture and Design

SpectrumVoIP's proposed VoIP system is a cloud hosted PBX solution, and thus requires no onsite space beyond the router installed to guarantee QoS (Quality of Service) and the desk phones themselves. There is no reasonable maximum user capacity for the proposed system due to the near-infinite scalability of the cloud platform. SpectrumVoIP's system design allows for the inclusion and/or addition of any number of remote offices, be they 1 user or 100 users with the same level of features and functionality.

System Administration

The web portal, Stratus, provides a robust set of administrative solutions which can meet any need of the organization. Stratus allows administrators to create conference bridges, remotely monitor calls in progress, generate real-time reports, and add or remove users on the fly. Additionally, the portal allows for the setup of voicemail, the ability to chat with other users on the portal and view those users who are available to receive a call versus those whom are currently away from their desk or busy. Further, Stratus has varying tiers of administrative access or licensing so more advanced features and reporting can be hidden from those end-users who have no need of them. This includes allowing some users “view only” access in which they can access the portal but make no changes.

3.3 Platform

The solution is developed and maintained in-house and hosted out of geographically diverse locations including SpectrumVoIP’s home office in Plano, Texas as well as Irving, Texas. SpectrumVoIP’s datacenters are multi locational, and have failover cores for each server allowing complete redundancy. Different levels of cellular backup options are also available upon request. Should your internet fail, your phone calls would automatically fail-over to a cellular connection to guarantee continuity for the organization. In addition to the cellular failover option, regardless of whether the organization’s WAN or local power is down, your calls are still handled on SpectrumVoIP’s servers. These calls can either be forwarded to backup analog lines maintained by the organization, forward the calls to individuals’ cell phones, or point callers towards IVRs and voicemail systems designed for such outages. All call data and web portal login access are encrypted.

3.4 Service

Service	Vendor Response (Y/N) / QTY*	Included or Optional**
Number portability for all numbers	Yes	Included
3-4 digit extension dialing, regardless of geographic location	Yes	Included
Unlimited local dialing	Yes (US and Canada)	Included

Unlimited domestic long distance	Yes	Included
International dialing (include current rates)	Yes (See Appendix III For Rates)	Included
Toll-Free service (include current rates)	Yes (.029 cents/minute & Minimum of 100 minutes per month)	Included

3.5 Management

The system is administered both locally and remotely through the Stratus web portal platform. Using an assigned login, users can access a range of features dependent upon the level of access granted by the system administrator. During installation, SpectrumVoIP will install a Mikrotik router to both guarantee quality of service and it allows technical support to make remote changes to the services as requested by end-users and administrators. Self-service is also supported through the web portal, though most organizations prefer technical support. Adjustments to the phone system operation are performed by accessing the web portal, selecting the appropriate user, IVR, or call queue and making the prescribed changes. Training is provided upon installation and additional training may be scheduled at any time during the length of the contract. To edit features, once again the web portal is utilized – from there, you may increase or decrease user permissions, add conference bridges, IVRS, call groups or any other feature. If changes are performed by the organization’s administrators, the changes will go live as soon as the Save button is clicked. If a user dials H-E-L-P to engage technical support to make changes, those changes will be live by the end of the phone call, generally 10 minutes.

The Stratus real-time reporting options are robust. Through the Stratus platform, administrators and those with proper permissions can access real time data which ranges from the number of calls holding, to average talk time per individual agent, to the number of inbound calls received by a call queue. The Stratus system is designed to account for the needs of large call centers and thus many options are available. Reports are also capable of being exported to Excel or other database programs for further manipulation and trending.

3.6 Features/Functions

Feature	Vendor Response (Y/N)*	Included or Optional**
Intercom	Yes	Included
Auto Attendant	Yes	Included

Call forwarding	Yes	Included
Voicemail	Yes	Included
Caller identification	Yes	Included
Conferencing	Yes	Included
Multi-line and quick transfer for receptionist	Yes	Included

3.7 Unified Communications

SpectrumVoIP’s feature set currently includes both a softphone accessible through the web portal, Stratus, as well as a mobility application which works on iPhone and Android. The Follow Me feature insures you are connected remotely, and the Voicemail to Email allows you to easily access your messages. Additionally, the Virtual Fax and the web portal chat feature allow diversity in different communication styles. All the above features are included in the quoted price; no feature is a la carte.

3.8 Implementation Planning

Once all the required documentation is signed, SpectrumVoIP’s finance team then approves the deal. Next, a project manager is assigned. The project manager serves as the Account Executive, reaching out to ensure all details of the system are correct, they assign installation dates, and conduct follow up post-installation. The installation techs are the boots on the ground whom, in conjunction with the in-house technical team, set up all the phones, install the QoS equipment, and ensure the system is setup correctly. Having done this thousands of times, the typical challenges include unknown, but needed cable drops; proper firewall configuration for QoS and managed solutions; and ensuring this appears like a seamless change to outside customers. The typical timeline for an implementation of this magnitude is 2-4 weeks from date of documentation. The physical install should only take 1-2 days.

3.9 Support and Maintenance

The inclusive, white glove support offered by SpectrumVoIP is a game changer. Any phone user in your organization may access a technical support representative by simply dialing “H-E-L-P” (4357) on the VoIP phone, and 98% of any changes or issues shall be corrected remotely and almost instantaneously. Whether the need is as simple as resetting a voicemail password or asking how to transfer a call, or as complex as revamping your call paths, queues and auto attendants, this shall all be easily and swiftly completed by utilizing the technical support line. Alternatively, if there is no time for a call to technical support, you may

send an email to support@spectrumvoip.com to create a support ticket in the background, and once the concern is addressed, tech support will respond with resolution via email.

3.10 Customer Service and Technical Support

SpectrumVoIP only offers one tier of customer service and technical support, free to all SpectrumVoIP customers 24/7 365 days a year. Ninety-eight percent of the issues SpectrumVoIP’s customers encounter are solved in one phone call to the tech support team, and the average handling time for such a call is less than ten minutes with an average wait time of less than 60 seconds. The average time to solve a moderate to difficult issue is 2-8 hours, depending on how difficult the issue is and whether problems remote managing the system via the supplied Mikrotik router occur.

Section 4: Pricing

One-Time / Non-Recurring Charges

Description	Unit Price	QTY	TOTAL
<ul style="list-style-type: none"> Account setup 	0	1	\$0
<ul style="list-style-type: none"> Project Management 	\$0		\$0

• Solution Sales Engineering	\$0		\$0
• Number Porting	\$0		\$0
• Solution Configuration / Customization	\$0		\$0
• Solution Testing / Verification	\$0		\$0
Deployment support			
• User Training (remote)	\$0		\$0
• User Training (onsite)	\$0		\$0
• Administrator Training (remote)	\$0		\$0
• Administrator Training (onsite)	\$0		\$0
• Deployment Engineering / Technical Support (remote)	\$0		\$0
• Deployment Engineering / Technical Support (onsite)	\$0		\$0
Hardware			
Standard Handset - Make/Model: Yealink T46U	\$0	70	\$0
Executive Handset - Make/Model: Yealink CP 960	\$0	1	\$0
ATA device (for traditional fax, analog interface) (Optional)	\$0	3	\$0
Cellular Failover- LTE FAILOVER	\$0	2	\$0

Monthly Service / Recurring Charges

Description	Unit Price	QTY	TOTAL
Standard business user			
Included features / quantities: ALL FEATURES INCLUDED	\$20/SEAT	70	
Optional services / quantities:			

N/A			
Maintenance, Service, and Support: INCLUDED			

Appendix II: Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the provisions and commitments relating to service expectations between SpectrumVoIP and Customer.

General

SpectrumVoIP will use reasonable efforts under the circumstances to maintain its overall network and system quality. The quality of service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices. The SLA does not apply to call quality for events unrelated to SpectrumVoIP’s data and voice network or Customer provided systems and hardware.

Changes to Service Level Agreement

This SLA may only be amended by SpectrumVoIP and may be amended at any time. The changes are binding when posted to the SpectrumVoIP Web Site.

Service Description

The Hosted PBX Telephony solution is built on a highly redundant, Tier 5 data center platform that delivers Cloud based services. The configuration allows the deployment of solutions that can operate in a stand-alone mode, independent of other phone services and systems, and can interface with other technologies and applications when required. If required, redundant capabilities can be provided at additional cost to further protect a location from loss of service.

Services covered by this Agreement

- Manned telephone support
- Monitored telephone support
- Remote assistance
- Planned or Emergency Onsite assistance

Service Availability Guarantee

The SpectrumVoIP PBX “Service Unavailability” begins when a Support Ticket, Email or Phone Call is received by the SpectrumVoIP Support Team and ends when the service has been deemed in operation once again.

Contact

The Customer can file a support ticket by telephone (dialing HELP on your VoIP phone or dial 469-429-2500) or email with the contact information shown on the SpectrumVoIP Web site.

Standard Support

Standard support includes non-emergency or non-critical changes by telephone or email. 24/7/365 support as follows: 7am-7pm CST M-F, 9am-4pm CST Sat, calls are answered live. Outside the Standard Support window, a voicemail shall be left on the support line and the on-call tech is paged.

Holiday Support

During major US Holidays, only voicemails are responded to and no live calls accepted. Only service-impacted events shall be responded to after-hours. Any messages left regarding other noncritical issues will be returned the following day.

SpectrumVoIP will make an initial response to service related incidents and/or requests submitted by the Customer within the following target response times:

- Within 30 business minutes for issues classified as **High**
- Within 45 business minutes for issues classified as **Medium**
- Within 1 business hour for issues classified as **Low**
- “Business minute” and “Business Hour” means the time between 6:00am to 5:00pm Central Time, Monday through Friday (Business Days only), except U.S. public holidays

Severity Level (Priority)	SpectrumVoIP Severity Definitions
1. High	Catastrophic problem that severely impacts Customer’s use of the SpectrumVoIP network at even a minimal level; Customer’s system is down or not functioning;
2. Medium	Problems in which use of the SpectrumVoIP network in Customer’s operation is somewhat disrupted but there is capacity to remain productive and maintain necessary business-level operations.
3. Low	General use questions; set up or changes to Customer set-up; requests and recommendations for future product enhancements or modifications; billing issues. There is no impact on the quality, performance or functionality of the SpectrumVoIP network.

Target response time means the time by which SpectrumVoIP will first respond to a Customer’s support services request but does not mean the time by which an incident will be resolved. This initial response may include

questions seeking to clarify the incident or gather information on why the incident occurred and SpectrumVoIP may be unable to start resolving the incident before the additional requested information is provided by Customer.

Upon reporting the incident, Customer shall provide SpectrumVoIP with a complete and concise description of the incident, including all pertinent details and relevant hardware and software information. If Customer cannot provide information or data that reproduces the incident, SpectrumVoIP may be unable to solve the incident, but SpectrumVoIP will be available to work with Customer and use reasonable efforts to assist in the development of a test case that may be able to reproduce the incident.

In the course of analyzing an incident, SpectrumVoIP may identify a possible workaround. A “workaround” means an alternative method of using the SpectrumVoIP network which avoids the incident or minimizes its effect, which does not result in substantial extra inconvenience or expense for Customer and does not result in any important reduction in the functionality of the SpectrumVoIP network. In that case, Customer will implement such workaround and SpectrumVoIP may, at its sole option, modify the priority or the initial time limit accordingly. Support for problems which not caused by or within the responsibility of SpectrumVoIP may be available at the then current posted rates.

Support During a System Outage

Support during a SpectrumVoIP system outage is provided 24x7x365 days per year with a maximum one-hour initial response time from the filing of a trouble ticket by the Customer. Telephone support may not be available during a system outage. Hold times during a system outage may be much longer than usual. Consult the SpectrumVoIP Web site for updates concerning an outage.

Managed Services

SpectrumVoIP provides service only for hardware or software as contracted by the Customer. This includes monitoring, maintaining and repairing SpectrumVoIP supplied software and hardware, but excludes monitoring, maintaining and repairing Customer supplied software and hardware unless specifically contracted.

Cloud Services

If a Cloud server hosting a Customer PBX or SIP trunk fails, another local server will typically be able to restore service within twenty minutes. In the event of the total failure of equipment in a colocation facility, or failure of a critical service required for ongoing operation which is provided by the colocation vendor (that makes service unavailable at the colocation facility), service will typically be restored on a separate system in a different geographical location within four hours.

Some products and services from third party vendors are licensed individually by those vendors. In the case of a system wide failure that results in a geographical failover, such products may not be available for use during the outage.

Some information, for example voice mail and call recordings, may not be available during a system outage that results in a geographical failover.

On Site Hardware

If any hardware at a Customer site which is provided by SpectrumVoIP fails, SpectrumVoIP will ship new equipment to the Customer within 2 business days. Failed equipment is covered solely by any manufacturer warranty or the provisions of the Customer contract.

SpectrumVoIP will provide on-site support for system failures if separately contracted by Customer. For out of service or out of warranty equipment, SpectrumVoIP on-site support for installing any such equipment is available at the then current published rates.

Third Party Services and Software

Some SpectrumVoIP services, for example connections to the Public Switched Network (PSTN), are provided by third party vendors. SpectrumVoIP is not responsible for, or liable for, outages caused by failures of these third-party systems. SpectrumVoIP is unable to perform any service other than reporting the Customer information provided the Vendor.

SpectrumVoIP resells various software and services. When there is a service issue with such software or services, SpectrumVoIP can only provide service when it becomes available from the third-party vendor. SpectrumVoIP is not bound by its standard Service Level Agreement for support for third party hardware, software or services.

Customer Provided Infrastructure

SpectrumVoIP service may depend on Customer provided infrastructure, for example Internet connectivity, hardware, software and premises wiring. SpectrumVoIP is not responsible for, and cannot repair, any outages caused by the failure of Customer supplied equipment or services. SpectrumVoIP is not responsible for any service disruptions or outages caused by any network components outside the control of SpectrumVoIP. The Customer is solely responsible for the maintenance and operation and support of Customer's own equipment and any vendor products or services, such as the Internet connection. SpectrumVoIP may, at its own discretion, provide support services for Customer infrastructure at the then current published rates.

Customer Provided Support

The Customer is responsible for providing support by Customer staff that SpectrumVoIP deems reasonably required in response to a system problem. SpectrumVoIP will not be able to repair certain system problems without the assistance of the Customer and SpectrumVoIP will not be held liable for any failure to perform under the terms of this agreement.

Customer is responsible for

- First level triage of user incidents and service
- Basic replacement and configuration of defective desktop phone units and similar equipment
- Basic replacement and configuration of Customer hardware including a PBX, router, switch, bridge or gateway.
- Support and maintenance of phone accessories
- Coordination of incident resolutions of Customer owned data network service issues affecting system connectivity to WAN.
- First level user support for desktop phone feature operation and feature applications (e.g. explaining button layouts, basic feature operation, etc.)

Serviceability

Customer must provide SpectrumVoIP service personnel with safe and ready access to the premises and the equipment.

Customer Provided Equipment and Services

Hardware and software from third parties, for example servers, telephones and network equipment are covered for defects by the manufacturer warranty. SpectrumVoIP is not responsible for any defects that result from Customer supplied equipment or services.

Credits

For each Customer User affected for a period in excess of 30 minutes, a credit allowance will be given for interruptions in the SpectrumVoIP Hosted PBX Voice Service where inbound or outbound calling is affected by network elements directly under SpectrumVoIPs control.

Credit / Total Service Unavailability Time

1.5 Days / 30 – 59 Minutes

3 Days / 60 Minutes to 23 Hours + 59 Minutes

14 Days / 24 Hours +

Exclusions

No credit balance will be earned under the scenarios listed below. SpectrumVoIP will not be held responsible for service interruptions due to

- Planned Network outages
- Acts, omissions and delays by the Customer, including installation requirements beyond the SLA activation period.
- Behavior or operation of Customer equipment, facilities or applications.
- Acts of God and any other situations beyond the reasonable control of SpectrumVoIP.
- Unsuitability of the nominated telephone service for an ADSL connection.

SpectrumVoIP's service assurance obligations do not extend to:

- Any fault in equipment, software or any network not included within the contracted service, or as part of the SpectrumVoIP Service and Equipment.
- Damage from any external cause that may prevent the service or the SpectrumVoIP Equipment from working.
- Problems related to the acts or omissions of the Customer.
- Problems related to third party equipment that is not installed by SpectrumVoIP.
- Problems related to the removal of SpectrumVoIP Equipment by anyone other than SpectrumVoIP.

Network Unavailability does not include any unavailability resulting from:

- Planned Network outages
- Acts or omissions of the Customer
- Acts of God and any other situations beyond the reasonable control of SpectrumVoIP.
- Faults related to Customer equipment or software.
- Damage due to external causes, e.g. vandalism, theft, etc.
- Failure of power at the customer premise
- Failure of customer premise equipment (CPE) or other hardware
- Failure of equipment, systems, connections or services which were not provided by SpectrumVoIP (including service interruption by Customer's Internet Service Provider)
- Problems related to circumstances or causes beyond the reasonable control of SpectrumVoIP
- Problems arising during any period in which SpectrumVoIP is not given full and free access to Customer's facilities and equipment for the purposes of investigating and correcting service interruptions
- Problems related to the acts or omissions of Customer, its employees, contractors, agents or its Users
- Customer's noncompliance with respect to SpectrumVoIP's Terms of Service (including but not limited to its payment terms)
- Problems related to local equipment which is negatively affecting the SpectrumVoIP Voice Services
- Failure of equipment, systems, connections or services not provided by, or controlled by, SpectrumVoIP
- Force majeure events
- Circumstances or causes beyond the reasonable control of SpectrumVoIP
- Problems arising during any period in which SpectrumVoIP is not provided full and free access to all required equipment in order to rectify a situation

- Customer’s failure to provide SpectrumVoIP with remote and/or on-site access to CPE upon request, including router logon IDs and passwords
- Customer’s use of any SpectrumVoIP Service in an unauthorized or unlawful manner
- Improper or unapproved Local Network configurations impacting the SpectrumVoIP Voice service

Credit Balance and Payment Process

Following a verified incident, SpectrumVoIP will apply credits earned within three billing cycles. No other remedy or relief is provided. Credits are based on the average customer user fee, and total sum will not exceed the average customer user fee for that billing period. Credits will only be given to customers in good financial standing and must comply with SpectrumVoIP’s Terms of Service. As a result of any investigations, Customer must fully cooperate with the SpectrumVoIP Support Team. Failure to do so will negate all credit earnings and void any performance guarantee.

Resellers

Services for systems purchased from a SpectrumVoIP reseller or agent are the sole responsibility of the reseller or agent. Emergency or standard services may be available from SpectrumVoIP at the then current rates published on the SpectrumVoIP Web site.

Network Maintenance

Scheduled Network Maintenance refers to normal maintenance scheduled for the upgrade of SpectrumVoIP’s data and voice network, as well as servers used to deliver SpectrumVoIP Services to Customers. Scheduled Network Maintenance may occur at any time during our maintenance window of 12:00AM – 7:00AM Central Time. System issues which are related to Scheduled Network Maintenance shall not give rise to any service credits outlined in this SLA.

Warranties and Remedies

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SLA, ALL PRODUCTS, SOFTWARE, MAINTENANCE AND SERVICES ARE PROVIDED “AS IS” AND TO THE GREATEST EXTENT ALLOWED BY LAW, SPECTRUMVOIP SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDED BUT NOT LIMITED TO ANY WARRANTY THAT ANY SOFTWARE, HARDWARE, MATERIALS OR SERVICES FURNISHED OR PROVIDED HEREUNDER SHOULD OR WOULD (A) BE OF ANY PARTICULAR QUALITY (WHETHER MERCHANTABLE, SATISFACTORY, OR OTHERWISE), (B) BE FIT FOR ANY PARTICULAR PURPOSE (EVEN IF SPECTRUMVOIP HAS BEEN INFORMED OF SUCH PURPOSE) OR BE ABLE TO ACHIEVE ANY PARTICULAR RESULTS, OR (C) BE SUBJECT TO ANY OTHER SIMILAR STANDARDS WHICH MIGHT OTHERWISE BE IMPLIED UNDER THE LAW OF ANY COUNTRY IN WHICH ANY SOFTWARE, HARDWARE, MATERIALS OR SERVICES FURNISHED OR PROVIDED HEREUNDER MAY BE USED. ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY

CONTAINED IN THIS SLA IS UNENFORCEABLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPECTRUMVOIP DOES NOT WARRANT THAT ANY SOFTWARE, HARDWARE, MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CLIENT UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE.

The credit allowances and non-cash remedies set forth in this SLA shall be Customer's sole and exclusive remedy for any Service Interruption in the Hosted PBX Voice Services, outage, unavailability, delay or other degradation in the Services or any SpectrumVoIP failure to meet the objectives of the Services.

Any written representation or warranty not expressly contained in this Agreement is unenforceable.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States, without giving effect to the conflicts of law's provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. Any disputes related to the Agreement shall be exclusively litigated in the state or federal courts located in Dallas County, Texas.

Appendix III: International Calling Rates

Please visit the following link for a comprehensive International Calling Rates booklet :

<http://spectrum.helpserve.com/Knowledgebase/Article/GetAttachment/32/9464>

SpectrumVoIP™

Consultant: JEFF AGUILAR
 Phone: 415-889-7570
 Email: jeffag@spectrumvoip.com
 Proposal Date: 10/20/2023

Service / Equipment Proposal

(NOT A CONTRACT—BUT AN INDICATION OF INTEREST)

Business Name: CITY OF SELMA
 Service Address: 1710 TUCKER ST Main: 559-891-2200
 City: SELMA State: CA Zip: 93662 Direct: _____
 Contact Name: PATRICK HERNANDEZ Cell: _____
 Contact Email: PATRICK@CITYOFSELMA.COM

SpectrumVoIP™ Service Charge					
Product	Qty	List Price	Price per Unit	Total	
Hosted Voip service package	1	\$40.00	\$20.00	\$20.00	
SpectrumVoIP™ Equipment Charge					
Product	Term	Qty	List Price	Price Per Unit	Total
T46 HOSTED USER SEATS	60	70		\$20.00	\$1,400.00
CELLULAR FAILOVER	60	2		\$30.00	\$60.00
FAX	60	3		\$20.00	\$60.00
CP960 CONF MODULE	60	1		\$20.00	\$20.00
EXP40 SIDE CAR	60	1		\$0.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
7 DAY TRIAL; NO UPFRONT COSTS ; NO ACCOUNT FEES					
SpectrumVoIP™ Monthly Total					
				Subtotal:	\$1,360.00
				Sales Tax:	\$128.70
				Carrier Cost Recovery Fee:	\$3.90
				FUSF:	\$5.04
				E911 Fee:	\$3.90
				***Total MRC:	\$1,701.14

* Toll-free numbers are billed per minute at \$0.29 per minute and have a 100-minute minimum per month of \$2.90

* Taxes are applied according to city/county/state tax regulations.

*New equipment, promotions and discounts based on approval. If not approved, I accept like-new equipment.

Customer Initials _____

*SpectrumVoip will pay customer up to \$ 0.00 for Early Termination Fee.

Customer Initials _____

*SpectrumVoIP is unaffiliated with Charter/Time Warner/Spectrum Business.

Customer Initials _____

Desired Install Date

(average time for 20 or less phones 3-4 weeks)

Date _____

*Taxes and fees are subject to change. E911 is billed per site. SMS/ MMS will incur monthly usage charges.

*Third party products may incur an install fee or additional monthly charges

*By signing this quote, Customer agrees to the Terms of Service found at <https://www.spectrumvoip.com/terms>

Applicant warrants all credit and financial information submitted to Spectrum VoIP and for its assignees to be true and accurate and hereby authorizes all banking institutions and credit reporting agencies to release information via telephone, mail, internet, or facsimile as requested for the purpose of making a credit decision. The undersigned individuals specifically authorize SpectrumVoIP and/or its assigns to obtain personal credit bureau and/or personal income tax records, for the making, extension, or renewal of this credit decision or collection of the resulting account. A fax or photocopy of this authorization shall be as valid as the original.

Signature: _____ Date: _____
 Signer's Printed Name: PATRICK HERNANDEZ Signer's Title: IT DIRECTOR
 Federal Tax ID: _____ Signer's Social Security #: NA
 Name listed with the Sec of State: CITY OF SELMA

CITY OF SELMA

REQUEST FOR PROPOSALS (RFP)

FOR

Voice Over IP (VOIP)

Released on September 29th, 2023

PROPOSALS DUE October 20th, 2023

Email Proposals to

patrickh@cityofselma.com

The City of Selma (hereinafter referred to as the “City”) is requesting proposals from qualified, professional technology vendors for Information Technology (IT) Support Services. The qualified vendor would provide necessary technical services.

ABOUT US

The City of Selma is a growing community of over 25,000, located in the central San Joaquin Valley. Its downtown gives the City a small-town charm, while commercial and industrial areas foster larger city development. Selma’s location, at the crossroads of State Routes 99 and 43, makes it a regional hub for southeast Fresno County as well as neighboring Tulare and Kings Counties.

The proposed VOIP vendor will support services at the following locations:

1. City Hall
2. Police Station (2 locations)
3. Fire Department (3 locations)
4. Public Works Corporation Yard
5. Selma Senior Center
6. Selma Art Center
7. Pioneer Village
8. Salazar Center

This RFP will be governed by the following schedule:

- Release of RFP **September 29th, 2023**
- Proposals are Due **October 20th, 2023**
- Approval of Contract **November 17th, 2023**

*All dates are subject to change at the discretion of the City

1. SCOPE OF WORK

The City of Selma invites qualified vendors to submit proposals for the design, implementation, and ongoing support of a comprehensive Voice over Internet Protocol (VOIP) communication system. The objective of this RFP is to modernize our communication infrastructure, enhance operational efficiency, and improve overall communication capabilities within the City of Selma. The City requires that any system have the capability to service remote locations with the same features and functionality as the main office. The scope of work includes, but is not limited to, the following:

A. Initial Assessment

The selected vendor will work hand in hand with the City’s on site technician to conduct a thorough needs assessment in collaboration with city departments to understand the specific communication requirements of each office, department, and facility.

B. Design and Implementation:

Based on the needs assessment, the vendor will design and implement a customized VOIP system that integrates seamlessly with existing infrastructure to include all existing extension and externally facing numbers. Also the vendor must include detailed plan on integration with Microsoft 365.

C. Provider Testing and Training

Implement testing and quality assurance procedures will be conducted to ensure the reliability, security, and scalability of the VOIP system. Vendor will also provide training to staff and admins.

D. Maintenance and support Services

Maintenance and support of VOIP equipment. Ensure that the city's network infrastructure is robust and capable of supporting the VOIP system, including any necessary upgrades or enhancements. Implement security measures to protect sensitive communications and comply with relevant data security regulations as per the City. Testing and quality assurance procedures will be conducted to ensure the reliability, security, and scalability of the VOIP system

E. On Demand Response

The Vendor will offer proactive and predictive solutions for on-demand responses to the City's requests. The Vendor will have access and be available during the City's normal business hours. The Vendor will be expected to perform maintenance service after hours and on weekends in situations which would least likely disrupt City staff during regular business hours. All on-demand requests will be coordinated through the On Site technician.

2. PROPOSAL FORMAT GUIDELINES

Consultants are to provide the City with a proposal using the following guidelines:

Each proposal must adhere to the following order and content of sections.

A. Qualifications and Experience

Provide a brief history of your business entity and project team. Identify legal form, ownership, and senior officials of company. Identify the name and email of the main contact, including phone number and e-mail address. Include the website address (if applicable). If proposing a sub-consultant, describe the division of responsibilities between participating parties, and offices (location) that would be the primary participants.

Describe professional experience and number of employees (licensed professionals, technical support) on the proposed project team.

B. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail the methods, including controls by which your firm or entity manages services of the type sought by this RFP.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

C. Fee Proposal

All proposers shall submit a fee proposal which delineates tasks, hours and cost for all staff working on the project. Proposals shall be valid for a minimum of 180 days following submission.

3. PROCESS FOR SUBMITTING PROPOSALS

Sealed proposals for this RFP shall be submitted electronically with the IT Department at Patrickh@cityofselma.com 1710 Tucker Street, Selma, California, 93662, on or before **October 20th, 2023** No late proposals will be accepted. Proposers shall submit one original, and three had copies of the proposal, along with one electronic copy.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

4. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

The criteria are as follows:

Criteria Categories	Points Possible	Points Awarded
<p>Qualifications of Key Personnel:</p> <p>Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.</p>	25	
<p>Approach to Providing the Requested Scope of Services:</p> <p>Includes an understanding of the RFP and of the project’s scope of services, knowledge of applicable laws and regulations related to the scope of services.</p>	10	
<p>Price Proposal</p>	25	
<p>Innovation/Creative Approach:</p> <p>Innovative and/or creative approaches to providing the services that provide additional efficiencies, expedited timing or increased performance capabilities.</p>	25	
<p>References</p>	15	
Total Points	100	

Please note that this RFP pertains to professional services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms. After reviewing the proposals, City Staff may conduct interviews with the top firms. Staff will forward a recommendation to the City Council for final selection.

The City reserves the right to reject all proposers and/or to invite other individuals and/or firms to respond to this RFP if the proposals received are inadequate.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Proposal Review

The Committee will review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City with any Proposer, the City may terminate negotiations with such Proposer and may commence negotiations with any other Proposer.

5. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

6. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

7. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Professional Services Agreement

The successful Proposer shall be required to enter into the City's standard Professional Services Agreement ("PSA"), which is attached hereto. Any proposed changes to the PSA by Proposer must be submitted in track changes/redline format with Proposer's proposal. Please be advised the following provisions of the City's PSA are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

If an agreement cannot be reached, negotiations with an alternate consultant may commence.

8. QUESTIONS

All questions relative to this RFP shall be directed to the following City representative ("RFP Facilitator"):

[Patrick Hernandez, IT]
City of Selma
1710 Tucker Street Selma CA 93662
Patrickh@cityofselma.com

**CITY OF SELMA
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of _____ (“Effective Date”), between the City of Selma, a municipal corporation (“City”) and _____ (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in conformance with the standards of quality normally observed by an entity engaged with a municipal government.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require

Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

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

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

(30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the

performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited

by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

With a Copy To: Selma City Attorney
Griswold LaSelle Cobb Dowd & Gin LLP
111 East 7th Street
Hanford, CA 93230
Attention: Megan Dodd

To Consultant:

15. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any

paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Selma

“CONSULTANT”

By: _____
Fernando Santillan, City Manager

By: _____

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
_____, City Attorney

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

SAMPLE

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

EXHIBIT B

RATE SCHEDULE

SAMPLE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

January 16, 2024

ITEM NO: G.

SUBJECT: Consideration of a Resolution Approving the Notice of Completion for the Nebraska and Thompson Sewer Project

BACKGROUND: The Nebraska and Thompson Sewer Project (“Project”) is located within Nebraska Avenue between Thompson Avenue and Mitchell Avenue and also within Thompson Avenue between Nebraska Avenue and the SKF Sewer Lift Station. The Project included removing an existing sewer main line and replacing it with an up-sized main to accommodate additional capacity.

The Project was awarded to Floyd Johnson Construction Co., Inc. through Resolution No. 2023-55R by the Council on July 17, 2023. Construction began on October 2, 2023 and was completed on January 11, 2024.

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

FISCAL IMPACT: No Fiscal Impact.

RECOMMENDATION: Adopt the Resolution approving the Notice of Completion for the Nebraska and Thompson Sewer Project and authorize the City Manager to execute the required documents.

_____/s/_____
David Horn
City Engineer

_____01/08/2024_____
Date

_____/s/_____
Jerome Keene
Deputy City Manager

_____01/08/2024_____
Date

_____/s/_____
Fernando Santillan
City Manager

_____01/08/2024_____
Date

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING FINAL ACCEPTANCE AND
NOTICE OF COMPLETION FOR THE NEBRASKA AND THOMPSON SEWER
PROJECT**

WHEREAS, Floyd Johnson Construction Co., Inc., a California Corporation, has completed the work for the Nebraska and Thompson Sewer Project; and,

WHEREAS, the Contract Public Works Inspector and Selma Kingsburg Fowler Sanitation District (“SKF”) Inspector have inspected the improvements required by the City and all improvements required have been completed; and,

WHEREAS, the City Engineer recommends acceptance of Nebraska and Thompson Sewer Project and requests City Council to authorize the City Engineer to record the Notice of Completion for the project.

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

1. The above recitals are true and correct;
2. City Council accepts the Nebraska and Thompson Sewer Project and authorize the City Engineer to record the Notice of Completion.
3. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 16th day of January 2024 by the following vote:

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

(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

Recording Requested By
City of Selma

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

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

THIS SPACE IS FOR RECORDING INFORMATION ONLY

**NOTICE OF COMPLETION
(UNDER SECTION 1187 C.C.P.)**

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:

Nebraska and Thompson Avenue Sewer Project;

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 Floyd Johnson Construction Co., Inc., 2301 Herndon Avenue, Clovis, CA 93611;

That on the 11th day of January, 2024, the Contract for the work on the above-described property was actually completed.

By: _____
Fernando Santillan, City Manager
Owner

I, _____, 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.

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

CITY OF SELMA, a Municipal Corporation

By: _____
Fernando Santillan City Manager
Owner

State of California
County of Fresno

On January __, 2024, before me, Reyna Rivera, City Clerk, personally appeared Fernando Santillan, City Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Reyna Rivera, Selma City Clerk

(Acknowledgment taken by City Clerk pursuant to California Civil Code Section 1181)

City of Selma

Nebraska and Thompson Sewer Project



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

January 16, 2024

ITEM NO: H.

SUBJECT: Consideration of a Resolution Accepting Public Pedestrian Easement from Family Healthcare Network for Whitson and Second Streets

BACKGROUND: The Family Healthcare Network is developing the parcels at the Southeast corner of Whitson Avenue and Second Street. As a Condition (COA #68) of the approved Site Plan, the development was required to dedicate pedestrian easements for any portion of required public improvements not within the existing Street Right of Way. Portions of the proposed curb ramp and City of Selma Sign at the southeast corner of Whitson Avenue and Second Street exist beyond the existing Street Right of Way. A pedestrian easement was prepared and provided by the Developer for review and acceptance by Staff. Staff reviewed the submitted easement and determined it is technically correct for recording and acceptance by the City.

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: Staff recommend that Council adopt the attached Resolution to accept the public pedestrian easement dedication on behalf of the public.

_____/s/_____
David Horn, City Engineer

_____/01/08/2024_____
Date

_____/s/_____
Jerome Keene, Deputy City Manager

_____/01/08/2024_____
Date

_____/s/_____
Fernando Santillan, City Manager

_____/01/08/2024_____
Date

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA ACCEPTING A PUBLIC PEDESTRIAN EASEMENT FROM FAMILY
HEALTHCARE NETWORK, A CALIFORNIA NON-PROFIT CORPORATION FOR
WHITSON AND SECOND STREETS**

WHEREAS, Family Healthcare Network, a California Non-profit Corporation, (“Owner”) submitted a site plan review application for a new medical office development (“Development Project”) on the southeast corner of Whitson and Second Streets, APN 388-163-12 (“Property”); and,

WHEREAS, one of the conditions of approval for the Development Project was for the dedication of public pedestrian easements for any required public improvements not contained within existing public street right-of-way; and,

WHEREAS, the Owner has agreed to convey a portion of the Property deemed by the City Engineer as necessary for the public improvements to be constructed or maintained through a Public Pedestrian Easement; and,

WHEREAS, it is in the best interest of the City of Selma and its residents to accept the Deed of Easement; and,

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

1. The above recitals are true and correct;
2. The Council accepts the Deed of Easement for public pedestrian easement purposes.
3. Directs the City Clerk to complete and sign the Certificate of Acceptance for the Deed of Easement and submit the completed Deed to the Fresno County Recorder for recordation.
4. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 16th day of January 2024 by the following vote:

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

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Selma
1710 Tucker Street
Selma, California 93662

APN: 388-163-12 (portion)

No recording fee required:
Exempt pursuant to Code 27383

No filing fee required:

Exempt pursuant to Government Code Section 6103

No payment of document transfer tax:

Exempt pursuant to Revenue and Taxation Code Section 11922


Space above this line for Recorder's Use

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Family Healthcare Network, a California non-profit corporation hereby GRANTS to the City of Selma, a California Municipal Corporation, an EASEMENT for public pedestrian purposes, incidents thereto upon, over and across that certain portion of real property in the City of Selma, County of Fresno, State of California, to wit:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND MADE A PART HEREOF.

Family Healthcare Network, a California non-profit corporation

 11/21/23
Kerry Hydash, CEO Date

ACKNOWLEDGMENT

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

State of California
County of TULARE

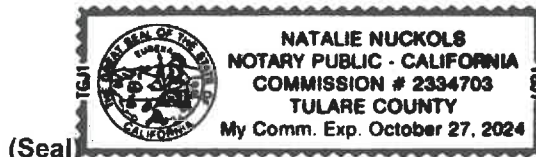
On November 21, 2023 before me, NATALIE NUCKOLS, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Natalie Nuckols



CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Selma, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Grant Deed dated _____, 2024 from _____ and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ of _____, 2024.

CITY OF SELMA

By: _____
Reyna Rivera, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION
PEDESTRIAN EASEMENT**

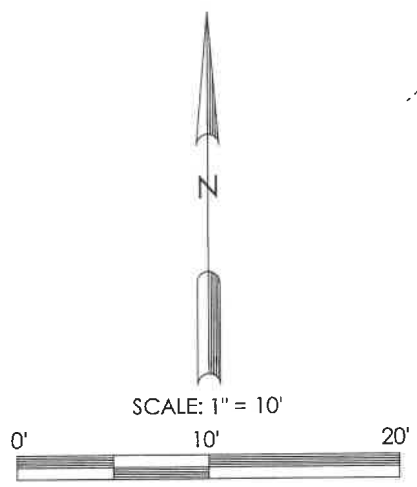
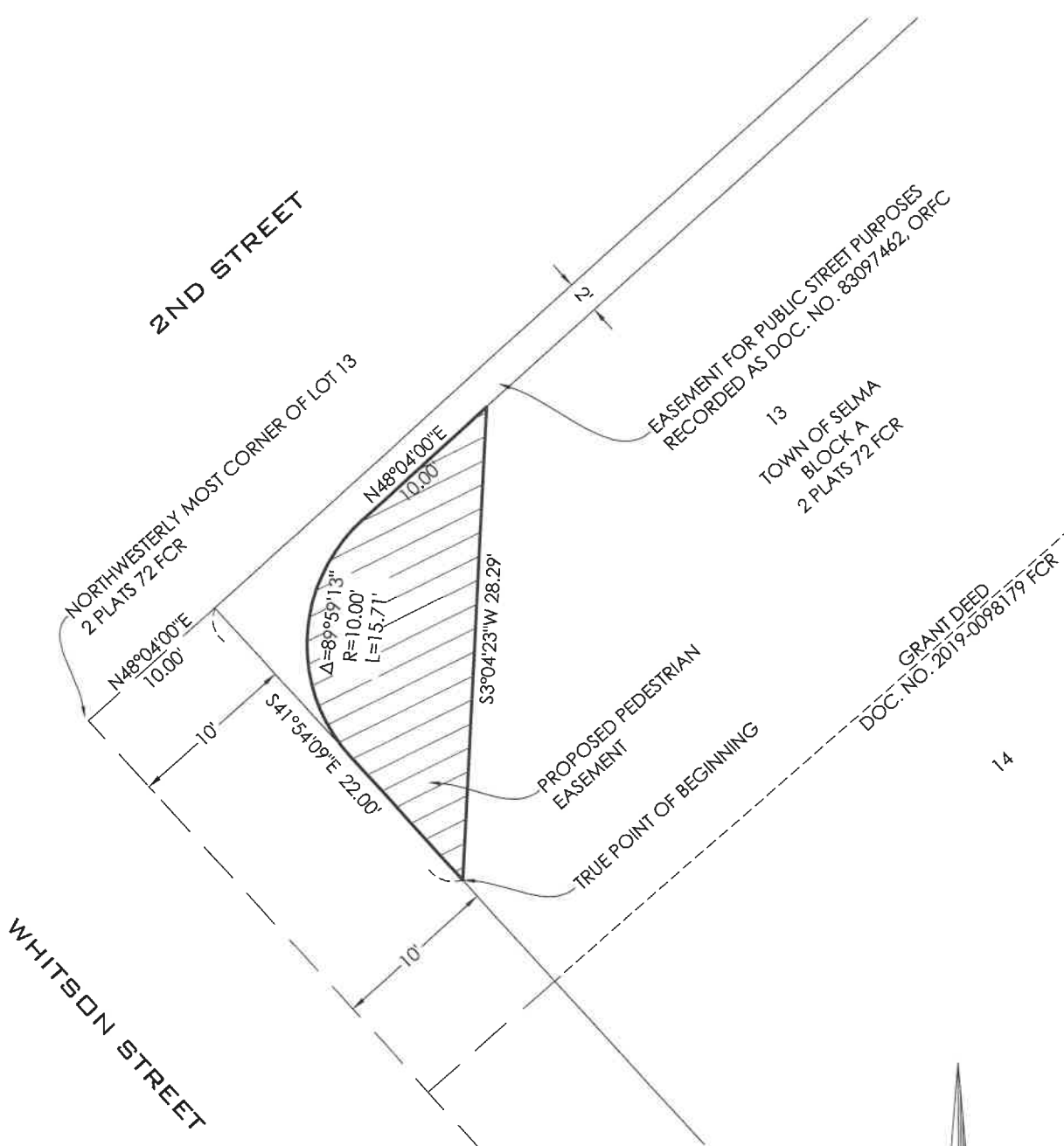
That portion of Lot 13 of Block A of the map of the Town of Selma recorded in Book 2 of Plats at Page 72 of Official Records, in the City of Selma, County of Fresno, State of California described as follows:

Commencing at the northwesterly most corner of said Lot 13; thence, North 48°04'00" East, along the northwesterly line thereof 10.00 feet more or less to the intersection with a line parallel with and 10.00 feet northeasterly of the southwesterly line of said Lot 13; thence, South 41°54'09" East, along said parallel line, 22.00 feet to the **TRUE POINT OF BEGINNING**; thence, North 41°54'09" West, along said parallel line, 10.00 feet; thence, northeasterly, 15.71 feet along a curve, concave easterly with a radius of 10.00 feet and a central angle of 89°50'13" to the intersection with a line parallel with and 2.00 feet southeasterly of the northwesterly line of said Lot 13; thence, along said parallel line, 10.00 feet; thence, South 03°04'23" West, 28.29 feet to the **TRUE POINT OF BEGINNING**.

Containing 178.50 sf. more or less.



202332
9/25/23



DATE:	09-22-2023
DRAWN:	
CHECKED:	
PROJECT:	202332

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BLS
Borum Land Surveying Inc.
WWW.BORUMLANDSURVEYING.COM
1445 W. GRAND AVENUE STE. C,
GROVER BEACH, CA 93433

ITEM NO: I.

SUBJECT: Consideration of A Resolution Authorizing Submission of a Grant Application to the Fresno Council of Governments (Fresno COG) for the 2023 Regional Early Action Plan 2.0 Grant Program (REAP) for the Comprehensive General Plan Update in the amount of \$800,000.

DISCUSSION: The Fresno Council of Governments (Fresno COG) administers the Regional Early Action Planning Grant (REAP 2.0) which provides grant funds for eligible local agencies accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals. The program was established as part of the 2021 California Comeback Plan under [AB 140](#) and builds on the success of REAP_2019 but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

The City of Selma's REAP 2.0 application, which was submitted to Fresno COG during the application submittal window, requests \$800,000 to aid in funding a Comprehensive General Plan Update, which last occurred in 2010. Due to the condensed application submittal window, Fresno COG has allowed applicants to submit their resolutions of support from their respective governing bodies after the official application has been submitted.

The City of Selma Comprehensive General Plan Update, which was envisioned to cost approximately \$1.2 million over multiple fiscal years, will achieve consistency with recent state laws and the Office of Planning and Research's General Plan technical guidelines, which were amended in 2017. The General Plan Update intends to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

FISCAL IMPACT:

If the City's funding request is granted by Fresno COG through the REAP 2.0 program, there would be a net positive impact to the General Fund of approximately \$400,000 during both Fiscal Years 24-25 and 25-26 (totaling \$800,000), during which these funds were envisioned to be spent during the Comprehensive General Plan Update.

RECOMMENDATION: Adopt the resolution authorizing submission of a grant application to the Fresno Council of Governments (Fresno COG) for the 2023 Regional Early Action Plan 2.0 Grant Program (REAP) for the Selma General Plan Update

_____/s/_____
Jerome Keene, Deputy City Manager

1/16/24_____
Date

_____/s/_____
Fernando Santillan, City Manager

1/16/24_____
Date

Attachments:

1. Resolution

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE FRESNO COUNCIL OF GOVERNMENTS (FRESNO COG) FOR THE 2023 REGIONAL EARLY ACTION PLAN 2.0 GRANT PROGRAM (REAP) FOR THE SELMA GENERAL PLAN UPDATE

WHEREAS, The City of Selma shall ensure all statuses and impact records shall be categorized based on the eligible uses specified in Section 50515.08 for transformative planning and implementation activities; and

WHEREAS, the City of Selma is an eligible applicant for the 2023 Regional Early Action Planning (REAP) 2.0 Grant Program; and

WHEREAS, the City of Selma is able to apply for and receive Federal and State funding under the Regional Early Action Planning Grant Program;

WHEREAS, the City of Selma desires to ensure that its projects 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 intends to submit an application to Fresno COG for funding of the City of Selma Comprehensive General Plan Update in the amount of \$800,000 to offset impacts to the City's General Fund,

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

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

SECTION 2. The City of Selma hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

SECTION 3. 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.

SECTION 4. The City of Selma City Council does direct its management, Planning and Finance staffs to ensure all projects are carried out in a timely manner and the directive of the Selma City Council.

SECTION 5. 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 16th day of January, 2024, by the following vote:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSTAIN: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

January 16, 2024

ITEM NO: J.

SUBJECT: Consideration of a Resolution Approving the Contract with Tyler Technologies for Financial Software and Services

BACKGROUND: The City's current financial software (FundBalance) was implemented in 2005. Although it is still functional, and despite an annual fee exceeding \$6,000, our current software subscription falls short as it continues to lack essential updates or the introduction of newer versions. In addition to FundBalance being outdated, there are issues that the Finance team encounters on a day-to-day basis that hinder operations. Issues the Finance Department faces include the following: limitations in preserving historical data, lack of integration with other platforms, and poor stability of the system when working on larger tasks resulting in delays or lost work.

In October 2023, Staff issued a Request for Proposals (RFP) soliciting proposals for a Public Sector Financial Software and received proposals from the following companies:

Company	One Time Fees	Recurring Fees	Total Fees Year One
Tyler Technologies	\$52,002	\$31,444	\$83,446
OpenGov	\$178,350	\$48,240	\$226,950

Normally, the recurring fees would increase about 5 percent year after year; however, we have received approval from Tyler Technologies to lock in our recurring fees for three years.

In addition to the written proposals received from each company, the Finance Team went through thorough live demonstrations with both companies regarding their financial software. Following the demonstrations, the evaluation committee scored each company based on their written proposals and live demonstrations. The average score for each company were as follows:

Company	Average Total Score
Tyler Technologies	95.3
OpenGov	75.0

DISCUSSION:

The recommendation to award the contract to Tyler Technologies for the implementation of the new financial software is emphasized by the capabilities that directly address the challenges and limitations the City currently faces within the existing system.

a. Historical Data Preservation:

Tyler's financial software has an advanced data storage system, ensuring the preservation of comprehensive historical data. This capability addresses a critical shortcoming in the current software, allowing for in-depth analysis, reporting, and strategic decision-making based on a complete historical record free from any limitations.

b. Integrated Modules:

The proposal from Tyler provides an integrated platform, consolidating various financial modules into a unified application. This application implementation eliminates the need to navigate between separate applications for different functions, thus streamlining workflows and increasing overall operational efficiency. This integration fits right in with the City’s goal to simplify processes and enhance collaboration among different financial functions.

c. Enhanced Stability and Performance:

Recognizing the challenges posed by system crashes during larger tasks in our current software, Tyler's solution is engineered for stability and reliability; this ensures optimal performance even when handling large workloads, minimizing downtime and disruptions during essential financial processes.

It is important to highlight the cost-efficiency of Tyler's financial software. The anticipated long-term benefits, operational savings, and increased efficiency are expected to outweigh the initial investment, contributing to overall fiscal responsibility and sustainability. Additionally, the capabilities offered align strategically with organizational goals, resolving existing issues and positioning the City to provide better service, be much more efficient, and adapt to evolving financial management requirements.

FISCAL IMPACT: Staff requests an increase of \$83,446 for the current Fiscal Year 23-24 in Fund 704 (Data Processing) – Dept. 9600-600.470.000 (Software License Agreements). The ongoing costs beyond the current fiscal year will be allocated in the respective fiscal year budgets.

RECOMMENDATION: Staff recommends the approval of a Resolution to approve the purchase of Tyler Technologies Financial Software and authorize the City Manager to sign all appropriate documents for a three-year contract.

_____/s/_____
Jacob Del Cid, Finance Manager

_____/01/08/2024_____
Date

_____/s/_____
Fernando Santillan, City Manager

_____/01/08/2024_____
Date

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE CONTRACT WITH TYLER TECHNOLOGIES
FOR FINANCIAL SOFTWARE AND SERVICES**

WHEREAS, the City of Selma issued a Request for Proposals (RFP) soliciting proposals for a Public Sector Financial Software in October of 2023; and,

WHEREAS, the City Council of the City of Selma has received a proposal to purchase financial software from Tyler Technologies; and,

WHEREAS, after examination, deliberation, and due diligence, the City Council of the City of Selma has reviewed the proposal with Tyler Technologies; and,

WHEREAS, a staff report has been presented to City Council discussing the purchase of Tyler Technologies software for a new financial services software; and,

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

1. The above recitals are true and correct;
2. The purchase of financial software and services from Tyler Technologies, for \$83,446, is hereby approved and the City Manager is authorized to sign the appropriate documents for a three-year contract.
3. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 16th day of January 2024 by the following vote:

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

(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk



Sales Quotation For:

City of Selma
 1710 Tucker St
 Selma CA 93662-3728
 Jacob Del Cid
 +1 (559) 891-2200,,3121
 JACOBD@CITYOFSELMA.COM

Quoted BY Robin Reeves
 Quote Expiration 2/11/24
 Quote Name Fund Balance Migration to ERP Pro 10

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 14,786	\$ 2,957	\$ 11,829
Fixed Assets	\$ 1,865	\$ 187	\$ 1,678
Accounts Receivable Access	\$ 1,500	\$ 150	\$ 1,350
Accounts Receivable	\$ 3,891	\$ 1,167	\$ 2,724
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	\$ 4,244	\$ 1,273	\$ 2,971
ERP Pro Community Development Suite			
Licensing Access	\$ 1,500	\$ 150	\$ 1,350
Licensing	\$ 3,537	\$ 354	\$ 3,183
Tyler One			
Content Manager Suite			

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Content Manager Core	\$ 5,466	\$ 547	\$ 4,919
TOTAL:		\$ 36,789	\$ 6,785
\$ 30,004			

Tyler Fees per Transaction		Net Unit Price
Description		
Tyler One		
Payments		
ERP Pro Payments		\$ 0.00
ERP Pro powered by Incode		
ERP Pro 10 Customer Relationship Management Suite		
Miscellaneous Payments		\$ 1.25
ERP Pro 10 Financial Management Suite		
AP Automation		\$ 0.00

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
PCI Service Fee (Per Device)	8	\$ 0	\$ 0	\$ 1,440
Payments EMV Card Reader Purchase	8	\$ 529	\$ 4,232	\$ 0
TOTAL:			\$ 4,232	\$ 1,440

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	196	\$ 28,420
Project Management	1	\$ 1,950
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	40	\$ 5,800
ERP Pro Community Development Suite		
Professional Services	40	\$ 5,800
Content Manager Suite		
Professional Services	40	\$ 5,800
TOTAL:		\$ 47,770

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 30,004
Total Third Party Hardware, Software, Services	\$ 4,232	\$ 1,440
Total Tyler Services	\$ 47,770	
Summary Total	\$ 52,002	\$ 31,444
Contract Total	\$ 83,446	

Optional Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Human Resources Management (Includes Position Budgeting)	\$ 13,500	\$ 1350	\$ 12,150
Project Accounting	\$ 3,469	\$ 347	\$ 3,122
Purchasing	\$ 4,457	\$ 446	\$ 4,011
TOTAL:	\$ 21,426	\$ 2,143	\$ 19,283

Optional Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
-------------	------------	----------	--------

Optional Services

Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite Professional Services	188	\$ 27,260
TOTAL:		\$ 27,260

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

January 16, 2024

ITEM NO: K.

SUBJECT: Consideration of a Resolution Approving a Request for a Fee Waiver for Central California Blood Bank

BACKGROUND:

Central California Blood Bank will host a Community Blood Drive event. The CCBB has submitted a request to waive fees associated with the event at Lincoln Park on February 10, 2024.

DISCUSSION:

The Central California Blood Drive has submitted a request to waive fees associated with the blood drive event (Attachment #1).

Fees associated with this event include Special Events Permit and Park Rental and total \$950.

This event will take place on February 10, 2024 at Lincoln Park, as shown in Attachment #2. CCBB has provided similar events within the City of Selma in prior years. The fee waiver serves a public purpose by providing services related health and wellness to City residents.

FEE WAIVER POLICY:

In accordance with Selma Municipal Code 5-7-19, the City Council may waive up to \$25,000 in special event permit fees for qualifying events. Organizations are also allowed a single waiver per fiscal year (Waiver Policy).

Under the waiver policy, an event must meet specific criteria to qualify for a waiver. CCBB consistency with these criteria is identified below:

- Not-for-profit organizations and non-profit entities that have a documented federal tax-exempt status
 - CCBB provided documentation confirming its status as a 501(c)(3) organization.
- Local organization presence.
 - CCBB is based in Fresno, but serves Adventist Health in Selma as well as other communities throughout the Central Valley.
- Organization cannot receive more than one waiver or reduction in a fiscal year
 - This is CCBB's first waiver during the current fiscal year.
- Be open to the public

- The event is open to the public.
- Raise the profile of Selma through prominent acknowledgment of its support and assistance in event marketing materials and at the event itself.
 - CCBB is a Fresno-based organization that is utilizing Lincoln Park to bring community members to the City through programs designed to increase the health and wellness of the community.
- Benefit the residents of Selma.
 - The event is being held at Lincoln Park which will allow for residents to attend the event.
- Organization is required to provide a report to City Council post-event.
 - Staff will be requesting the report from the organizer following the event.

On April 17, 2023, the Council waived fees for Selma Community Outreach Ministries (SelmaCOM), a 501(c)(3) non-profit organization, for their Bringing Neighborhood Back to Life events on July 8 and September 9, 2023. The amount of fees waived for the SelmaCOM totaled \$2,450.

On July 17, 2023, the Council waived fees for Fresno Model Railroad Club (FMRC), a 501(c)(7) non-profit organization, for their Train Show Event at Pioneer Village on August 4, 2023. The amount of fees waived for FMRC totaled \$1,265.

On September 5, 2023, the Council waived fees for Centro De Folklor Padrinos (CDFP), a 501(c)(3) non-profit organization, for their Dia de los Muertos event at Pioneer Village on November 4, 2023. The amount of fees waived for CDFP totaled \$1,561.

On September 5, 2023, the Council waived fees for the Selma Chamber of Commerce (Chamber), a 501(c)(3) non-profit organization, for the Annual Car Show and BBQ Event at Lincoln Park on September 16, 2023. The amount of fees waived for the Chamber totaled \$1,737.

On September 5, 2023, the Council waived fees for Christ Driven AG Church (CDAC), a 501(c)(3) non-profit organization, for their Soup and Bread Festival event at 1801 Second Street on October 31, 2023. The amount of fees waived for CDAC totaled \$1,200.

To date, City Council has waived \$8,213 in fees and has not exhausted the maximum amount allowed within the Municipal Code.

FISCAL IMPACT:

By waiving the requested fees, there will be a revenue loss of \$950.

RECOMMENDATION: In accordance with the current Waiver Policy, adopt the attached resolution accepting the request from Central California Blood Bank to waive fees for their event.

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR THE
CENTRAL CALIFORNIA BLOOD BANK EVENT**

WHEREAS, the Central California Blood Bank, a 501(c)(3) non-profit organization, requested that the City Council waive fees associated with the special event to be held on February 10, 2024 and,

WHEREAS, the total fees associated with the event are Nine Hundred and Fifty Dollars (\$950), which includes the fees for the special event permit, Lincoln Park and,

WHEREAS, the total amount the Central California Blood Bank is requesting the City Council to waive is Nine Hundred and Fifty Dollars (\$950) and,

WHEREAS, while the City is proposing to waive certain fees associated with the request, the Central California Blood Bank is still required to comply with all other provisions of the City's Municipal Code; and,

WHEREAS, the waiver of fees is consistent with the City's Fee Waiver Policy for Special Events within the Selma Municipal Code 5-7-19; and,

WHEREAS, the total request for waiver does not exceed the City's Fee Waiver Policy for Special Events adopted within Selma Municipal Code 5-7-19 for the year; and,

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

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

Section 2. The fee waiver serves a public purpose by gathering the community.

Section 3. The City Council hereby approves the fee waiver for fees associated with the Event in the amount of Nine Hundred and Fifty Dollars (\$950).

Section 4. The Central California Blood Bank shall comply with the City's Municipal Code;

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.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 16th day of January 2024 by the following vote:

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

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

City of Selma
Application for Special Event Fee Waiver
or Fee Reduction
SELMA CITY HALL
1710 Tucker Avenue, Selma, CA 93662
(559) 891-2200 Fax (559) 896-1068

Policy:

The City of Selma (City) recognizes the value of partnering with other agencies and organizations in providing services that benefit the community and its residents. In an effort to provide support for organizations providing valuable services to the community, specific guidelines have been established for determining when permit fees may be reduced or waived (see “Fee Reduction or Waiver Policy for Special Events”). In order to request a reduction or waiver of fees, please complete this application and submit it with necessary documentation to the address provided on the last page.

Policy approved by City Council on March 4, 2019 (Resolution No. 2019-11R)

THIS APPLICATION IS DUE TO THE CITY 60 DAYS PRIOR TO THE EVENT

REQUESTING (Please check all that apply)

Fee waiver () Fee reduction (Amount Requested: \$_____)

SPONSORING ORGANIZATION INFORMATION

Name of Organization: _____

Address: _____

Telephone: _____ Cell: _____

Email: _____

Event Coordinator: _____

Telephone: _____ Cell: _____

Email: _____

Nonprofit 501(c) (3) tax-exempt organization: _____

Located in Selma: _____

Has organization received any other financial assistance from the City this year? _____

EVENT INFORMATION

Name of Event: _____

Type of Event: _____

Facility Requested or Event Location: _____

Date of Event: _____

Event Hours: _____

On which dates and at what times are you requesting permission to setup/clean up?

Set up: _____ Clean up: _____

Please describe the event, its purpose, and the activities that will take place:

Is the event open to the public: _____

Estimated number of participants/spectators: _____

Is this event a fundraiser: _____

Will there be an admission, entrance, user fee or cover charge for the event? If so, please explain: _____

How will the event benefit Selma: _____

Will promotional materials be used? How are you planning to market the event:

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: _____

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes____ No____

If yes, please describe how you will track attendance and sales:

Has your organization put on this same event in the past: Yes____ No____

If not, has your organization put on other events in Selma? If so, please indicate which ones: _____

Other organizations participating in organization of the event: _____

Other organizations participating in event: _____

Will this event receive third party funding or sponsorship: _____

Name of Applicant (Print): _____ Date: _____

Signature of Applicant:  _____

Please deliver completed application to (City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered.

Planning Office Use Only	
Date Received:	_____
Received By:	_____
Application Rcvd ()	IRS 501(3)(c) Rcvd ()
Date Forwarded for Approval:	_____



California Dry Cleaners

Rose Ave

Rose Ave

Rose Ave

2405

B St

Thomas-Marcom Funeral Home

Blood donation RV mobile center set up

Canopy with Tables and Chairs for waiting

Donor Parking available

RE/MAX GOLD FRESNO - Gurnek Nagra

McCall Ave

2301

Selma St

2312

1936

1702

Selma Park

Cross St

Selma Senior Center

Selma Recreation Department

Downtown Selma

Selma St

2317

Keith St

Floral & Gifts Florist

2nd St

California Water Services

Mill St

Selma Branch Library

2303

Iliano

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

January 16, 2024

ITEM NO: L.

SUBJECT: Consideration of a Resolution Approving the Instructional Service Agreement between the City of Selma and Fresno City College

BACKGROUND: Since July 1, 2018, the City of Selma has had an Instructional Service Agreement (ISA) in place with Fresno City College (FCC) to provide instruction and training to in-service fire personnel. This partnership provides an opportunity for the Selma Fire Department to collect a percentage of funding received by the college for training hours accumulated by its firefighters.

DISCUSSION: The current ISA agreement will expire on June 30, 2024. The new agreement (Attachment “A”) will take effect on May 1, 2024. The overlap of agreements was required to ensure all parties (other jurisdictions participate in this program as well) are reimbursed for the full new semester. The new agreement and amendment reimbursement rates will take precedence. Fresno City College receives funding based on instructional and training hours provided. Through the ISA, the Selma Fire Department has personnel who are FCC certified instructors that provide approved instruction and training for our members, which generates funding for the College. The agreement allows fire departments to receive a percentage of that funding. The Selma Fire Department tracks its approved training hours for each semester, and submits to the College for reimbursement. The agreement outlines the percentages received based on the upcoming academic years. In 2023 the Selma Fire Department received \$18,463.64 in net new revenue from the program. These funds are utilized for additional training materials and instruction for department staff. The ISA is a relatively simplistic revenue source that the department uses to enhance our training opportunities, and continues a valuable partnership, which has been utilized in the past to evaluate for potential firefighter recruitments.

In addition to the agreement, attached is a denial letter allowing the City retain its own insurance coverage levels in lieu of adjusting to Fresno City College’s requirements (Attachment “B”).

RECOMMENDATION: Staff recommends that Council approve by resolution both the agreement and amendment and authorize the City Manager to execute all documents.

_____/s/_____
Jordan Webster, Fire Chief

_____/01/08/2024_____
Date

_____/s/_____
Fernando Santillan, City Manager

_____/01/08/2024_____
Date

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE INSTRUCTIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF SELMA AND FRESNO CITY COLLEGE**

WHEREAS, the City of Selma has had an Instructional Service Agreement (ISA) in place with Fresno City College (FCC) to provide instruction and training to in-service fire personnel.; and,

WHEREAS, This partnership provides an opportunity for the Selma Fire Department to collect a percentage of funding received by the college for training hours accumulated by its firefighters; and,

WHEREAS, The current ISA agreement will expire on June 30, 2024. The new agreement will take effect on May 1, 2024; and,

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council hereby approves the Instructional Service Agreement with Fresno City College.

SECTION 3. The City Manager is authorized to execute all necessary documents.

Section 3. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 16 day of January, 2024 by the following vote:

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

(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk



Fresno City College

INSTRUCTIONAL SERVICE AGREEMENT FRESNO CITY COLLEGE & CITY OF SELMA FIRE DEPARTMENT

This Agreement is made and entered into between Fresno City College (FCC), a college of the State Center Community College District (SCCCD), and **CITY OF SELMA FIRE DEPARTMENT (SFD)**, together known as “the parties”.

WITNESSETH

WHEREAS, FCC is authorized by the California Education Code (“Education Code”) and Title 5 of the California Code of Regulations (“Title 5”), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, **SFD** desires to contract with FCC to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, FCC and **SFD** mutually agree as follows:

Section 1. RESPONSIBILITIES OF FCC

- a. FCC shall offer approved courses to meet educational needs and requirements of the **SFD** in-service personnel (all class participants are in-service personnel and shall hereafter be referred to as “students”). Such courses shall be approved by **SFD**.
- b. FCC shall provide a faculty coordinator to work with **SFD**. Said faculty coordinator shall act as the **SFD** co-instructor for all FCC affiliated educational courses. Under no circumstances, however, shall the faculty coordinator have authority over the remaining operations of **SFD**, including but not limited to, personnel issues concerning **SFD** employees, operational budget, or the use, maintenance, or scheduling of **SFD** facilities.
- c. FCC and **SFD** will mutually ensure ancillary and support services are provided for the students (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist **SFD** in registration and other support services to students to adequately manage and control the college’s course offerings.
- e. FCC shall approve selection of instructors and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of FCC. FCC shall have the primary right to control and direct the instructional activities of all instructors.
- f. FCC shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.
- g. FCC shall consult **SFD** on any revisions to existing FCC courses designed for the **SFD** program, initiation of new courses, or any other changes, to ensure the quality of educational services and to meet the needs of **SFD**.

- h. FCC shall provide the use of its facilities and equipment free of charge for use by the **SFD**, on an as-needed, space available basis for Instructional Service Agreement (ISA) partner programs. FCC shall attempt to provide use of said facilities and equipment during normal business hours.
- i. FCC shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its adjunct instructors on campus.
- j. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.
- k. FCC has the primary right and responsibility to control and direct the activities of the instructors furnished by **SFD** while they are performing services under the term of this Agreement.

Section 2. RESPONSIBILITIES OF SFD

- a. **SFD** shall provide classroom space for use as off-campus sites by FCC, free of charge for Instructional Service Agreement (ISA) courses.
- b. **SFD** shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's ISA courses.
- c. **SFD** shall cooperate with FCC to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.
- d. **SFD** shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to public safety training programs.
- e. A tuition fee of \$46/unit for all **SFD** members enrolled in ISA courses shall be deducted from the gross revenue amount.
- f. An off-site health fee of \$13 per semester will be waived if students are covered by workers' compensation insurance through their employment with **SFD**. If **SFD** fails to provide evidence of workers' compensation coverage, then the off-site health fee will be deducted from the gross revenue for all registered **SFD** members. **SFD** affirms that their workers' compensation coverage is current, active, and will be maintained throughout the term of this agreement. Prior to the commencement of each annual term of this agreement, **SFD** shall deliver to the District Representative a Certificate of Insurance evidence of workers' compensation coverage.
- g. Records of student attendance and registration shall be submitted by **SFD** to FCC regularly and then maintained by FCC. Records will always be open for review by officials of the college and submitted on a schedule developed by FCC, no later than July 1st annually (see Appendix A).
- h. By signing this Agreement, **SFD** certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

Section 3. PAYMENT FOR SERVICES

- a. In consideration of the services provided herein, FCC shall pay **SFD** 60% each academic year (July 1st through June 30th) of the state apportionment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours (see Appendix B).
- b. Above hours shall not exceed 50,000 Student Instructional Hours (contact hours) per academic year during academic years when the California Community College Chancellor's Office (CCCCO) implements apportionment caps

for its colleges. Notice will be provided to **SFD** no later than October 30th annually if CCCCCO apportionment caps are in place for the upcoming academic year.

c. **SFD** shall submit to FCC an invoice for all mutually agreed upon instructional FTES hours provided under this Agreement. FCC shall pay **SFD** the agreed contract price within the agreed upon timeline for the fiscal year, to be established by no later than July 1st annually (see Appendix C). Any adjustments to the fiscal year timeline must be presented a minimum of forty-five (45) days prior to the end of any given course section.

d. Instructional FTES hours are defined as those hours reported on SCCCD's CCFS-320 Report, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCCD's independent auditor and the California Community Colleges Chancellor's Office.

Section 4. INDEMNIFICATION

a. FCC agrees to indemnify, save, hold harmless, and at **SFD's** request, defend **SFD**, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to **SFD** in connection with the performance, or failure to perform, by FCC, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of FCC, its officers, agents, or employees under this Agreement.

b. **SFD** agrees to indemnify, save, hold harmless, and at FCC'S request, defend the FCC, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to FCC in connection with the performance, or failure to perform, by **SFD**, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of **SFD**, its officers, agents, or employees under this Agreement.

c. In the event of concurrent negligence on the part of FCC or any of its officers, officials, employees, agents or volunteers, and **SFD** or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

d. This section shall survive expiration or termination of this Agreement.

Section 5. INDEPENDENT CONTRACTOR

a. In performance of the work, duties, and obligations assumed by FCC under this Agreement, it is mutually understood and agreed that FCC, including all of FCC's officers, agents, and employees will always be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **SFD**. Furthermore, **SFD** shall have no right to control or supervise or direct the manner or method by which FCC shall perform its work and function. However, **SFD** shall retain the right to administer this Agreement to verify that FCC is performing its obligations in accordance with the terms and conditions thereof.

b. FCC and **SFD** shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters subject thereof.

c. Because of its status as an independent contractor, FCC shall have no right to employment rights and benefits available to **SFD** employees. FCC shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits. In addition, FCC shall be solely responsible and save **SFD** harmless from all matters relating to payment of FCC'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, FCC may be providing services to others unrelated to **SFD** or to this Agreement.

Section 6. INSURANCE

a. Each party shall insure its activities in connection with this Agreement and always maintain insurance with coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees, and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self-insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

b. Without limiting the **SFD** right to obtain indemnification from FCC or any third parties, FCC, at its sole expense, shall maintain in full force and effect, the following insurance policies, or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

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

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

III. Professional Liability - If FCC employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. FCC agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

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

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

c. Additional Requirements Relating to Insurance

FCC shall obtain endorsements to the Commercial General Liability insurance naming the **SFD**, 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 **SFD**, its officers, agents, and employees shall be excess only and not contributing with insurance provided under FCC's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days' advance written notice given to **SFD**.

FCC hereby waives its right to recover from **SFD** its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. FCC is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but FCC's waiver of subrogation under this paragraph is effective whether FCC obtains such an endorsement.

Within thirty (30) days from the date FCC signs and executes this Agreement, FCC shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **SFD** stating that such insurance coverage have been obtained and are in full force; that the **SFD** its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the **SFD** its officers, agents and employees, individually and collectively, as additional insured, 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 **SFD**, its officers, agents and employees, shall be excess only and not contributing with insurance provided under FCC's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to **SFD**.

In the event FCC fails to always keep in effect insurance coverage as herein provided, **SFD** may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such an event.

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

Section 7. MISCELLANEOUS PROVISIONS

- a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, FCC and **SFD** agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.
- b. Term and Termination. The term of this Agreement shall start on May 1, 2024, or upon date of full execution of the agreement if it is after May 1, 2024, and terminate on April 30, 2029. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.
- c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.
- d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- e. This Agreement supersedes all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the **SFD** and FCC in the form of an Amendment to this Agreement.
- f. Compliance with Law. In providing the services required under this Agreement, FCC shall always comply with all applicable laws of the United States, the State of California, the County of Fresno, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

g. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

h. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. **No Third-Party Beneficiaries.** The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

j. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

k. **Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:**

Fresno City College, First Responder Campus	CITY OF SELMA FIRE DEPARTMENT
Director Peter Cacossa	JORDAN WEBSTER FIRE CHIEF
3300 East North Avenue	1711 TUCKER STREET
Fresno, CA 93725	SELMA, CA 93662

l. The specific course(s) covered under this Agreement are described in the attached Appendix D and are incorporated herein by this reference.

m. **SFD** shall provide **FCC** with a request to add existing course(s) or sections with a minimum of 45 days advanced notice to **FCC** prior to the class start date. Each additional course of instruction shall require a written agreement to offer the course signed by the agency signatory or his or her designee as well as the **FCC** Vice President of Instruction or designee. The course details must be set forth in writing as with the course(s) listed in Appendix D and will become attachments to this Agreement.

n. **Electronic Signatures:** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example, PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

o. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the parties according to its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective upon the date of full execution of the contract.

AGENCY NAME:	CITY OF SELMA FIRE DEPARTMENT
AGENCY SIGNATORS:	
NAME & TITLE:	
DATE:	
ATTEST:	
NAME & TITLE:	
DATE:	
APPROVED AS TO LEGAL FORM:	
NAME & TITLE:	
DATE:	

AGENCY NAME:	Fresno City College, a college of the State Center Community College District
AGENCY SIGNATORS:	
NAME & TITLE:	W. Andy Dunn, Interim Vice Chancellor of Finance and Administration
DATE:	
ATTEST:	
NAME & TITLE:	Dr. Robert Pimentel, Fresno City College President
DATE:	
APPROVED AS TO LEGAL FORM:	
NAME & TITLE:	Kristen Corey, General Counsel, State Center Community College District
DATE:	

APPENDIX A

Projected Student Attendance & Registration Records Schedule for 2024-2025

1. Training Hours & Student Applications Agency Cut Off Date on the last Friday of each month:
 - a. Friday, July 26, 2024
 - b. Friday, August 30, 2024
 - c. Friday, September 27, 2024
 - d. Friday, October 25, 2024
 - e. Friday, November 29, 2024
 - f. Friday, December 27, 2024
 - g. Friday, January 31, 2025
 - h. Friday, February 28, 2025
 - i. Friday, March 28, 2025
 - j. Friday, April 25, 2025
 - k. Friday, May 30, 2025
 - l. Friday, June 27, 2025

2. Due date to FCC AJ or FIRET program staff is first Friday of the following month:
 - a. Friday, July 5, 2024
 - b. Friday, August 2, 2024
 - c. Friday, September 6, 2024
 - d. Friday, October 4, 2024
 - e. Friday, November 1, 2024
 - f. Friday, December 6, 2024
 - g. Friday, January 3, 2025
 - h. Friday, February 7, 2025
 - i. Friday, March 7, 2025
 - j. Friday, April 4, 2025
 - k. Friday, May 2, 2025
 - l. Friday, June 6, 2025

3. Deadlines for Any Final Student Applications and Unresolved Academic and/or Financial Holds for the Section:
 - a. Friday, May 24 or 31, 2024
 - b. Friday, November 22 or 29, 2024
 - c. Friday, May 23 or 30, 2025

A new schedule will be sent out every year no later than July 1st for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

APPENDIX B

FCC Payment Split with Agency

Fire Agencies - Payment is based on the number of FTES (Full-Time Equivalent Student) generated by the training hours submitted. One FTES is equal to 525 contact hours, which are 50-minute hours. To calculate the number of FTES that the agency is paid for, we take the number of training hours and convert that into the number of contact hours (50-minute hours). We then divide that number by 525 to get the total number of FTES. The State of California pays an apportionment rate per FTES. We split that with the agency 60/40.

Fire Agency Example:

Total Agency Training Hours	Trainings Hours to Contact Hours	Contact Hours to FTES	FTES to Apportionment
1000	$1000 \times 60 / 50 = 1200$	$1200 / 525 = 2.28$	$2.28 \times (\$4840 \times 60\%) = \$6,621.12$ (gross revenue)

Fire agency students are awarded college units based on the number of training hours they complete. Units are calculated by converting the training hours into contact hours, and the contact hours into units. There are 54 contact hours in one unit. Units are always rounded down.

Total Training Hours to Contact Hours	Contact Hours to Total Units	Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
$100 \times 60 / 50 = 120$	$120 / 54 = 2.22$ rounded to 2.00	$2.00 \times \$46.00 = \92.00	$\$6,621.12 - \$92.00 = \$6,529.12$

Police Agencies - Payment is based on the number of units completed by students taking ISA courses. Each ISA course has a unit value. Units are converted into contact hours, and contact hours are converted to FTES. One unit equals 54 contact hours, and there are 525 contact hours in one FTES.

Police Agency Example:

Total Agency Training Units	Training Units to Contact Hours	Contact Hours to FTES	FTES to Apportionment
100	$100 \times 54 = 5400$	$5400 / 525 = 10.28$	$10.28 \times (\$4840 \times 60\%) = \$29,853.12$ (gross revenue)

Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
$100 \times \$46.00 = \$4,600$	$\$29,853.12 - \$4,600 = \$25,253.12$

The apportionment amount changes annually and is based on the state budget. The amount is available on the California Community College Chancellor’s Office website.

APPENDIX C

Section Schedules and Processing Timeframes for 2024-2025 and 2025-2026

AJ and FIRET:

- November 25, 2023-June 14, 2024 (All AJ & FIRET)
- May 25, 2024-December 13, 2024 (All AJ & FIRET)
- November 22, 2024-June 13, 2025 (All AJ & FIRET)
- May 23, 2025-December 12, 2025 (All AJ & FIRET)
- November 21, 2025-June 12, 2026 (All AJ & FIRET)

Paramedics ONLY:

- April 1, 2024-December 13, 2024 (FIRET-136 Only)
- March 31, 2025-December 12, 2025 (FIRET-136 Only)
- July 3, 2023-June 30, 2024 (Paramedic ONLY – Class 58)
- January 2, 2024-December 31, 2024 (Paramedic ONLY – Class 59)
- January 2, 2024-June 28, 2024 (Paramedic ONLY – Class 60)

Projected Timelines for 2024-2025 Submission of Applications and Hours, Registration and Grades, as well as 320 Reports, Invoicing, and Payments per section

AJ & FIRET Section Dates:

SUMMER 2024: 11/25/23-6/14/24

- Training Hours Cut Off for Agency: 5/24/24
- Training Hours Submitted by Agency: 5/31/24
- Yellow Apps (ISA Sr. Program Specialist): 6/3/24-6/7/24
- Registrations (ISA Sr. Program Specialist): 6/10/24-6/12/24
- Positive Attendance Forms (A&R): 6/13/24-6/14/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/13/24-6/17/24 by noon
- Due to DO: 6/28/24
- 320 Report Submitted: 7/19/24
- A&R Send 320 Report to FCC Academy Director: 7/26/24
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/2/24
- Agency Submit Invoice to FCC Academy Director: 8/9/24
- FCC Sends Invoice for Payment: 8/16/24
- SCCCDC Sends Check to Agency: 8/26/24-9/6/24

SPRING 2025: 5/25/24-12/13/24

- Training Hours Cut Off for Agency: 11/22/24
- Training Hours Submitted by Agency: 11/29/24
- Yellow Apps (ISA Sr. Program Specialist): 12/2/24-12/6/24
- Registrations (ISA Sr. Program Specialist): 12/9/24-12/11/24
- Positive Attendance Forms (A&R): 12/12/24-12/13/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 12/13/24-12/16/24 by noon
- Due to DO: 12/27/24
- 320 Report Submitted: 1/17/25
- A&R Send 320 Report to FCC Academy Director: 1/24/25
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 1/31/25
- Agency Submit Invoice to FCC Academy Director: 2/7/25
- FCC Sends Invoice for Payment: 2/14/25
- SCCCDC Sends Check to Agency: 2/17/25-2/28/25

APPENDIX C – CONTINUED

SUMMER 2025: 11/22/24-6/13/25

- Training Hours Cut Off for Agency: 5/23/25
- Training Hours Submitted by Agency: 5/30/25
- Yellow Apps (ISA Sr. Program Specialist): 6/2/25-6/6/25
- Registrations (ISA Sr. Program Specialist): 6/9/25-6/11/25
- Positive Attendance Forms (A&R): 6/12/25-6/13/25
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/12/25-6/16/25 by noon
- Due to DO: 6/27/25
- 320 Report Submitted: 7/18/25
- A&R Send 320 Report to FCC Academy Director: 7/25/25
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/1/25
- Agency Submit Invoice to FCC Academy Director: 8/8/25
- FCC Sends Invoice for Payment: 8/15/25
- SCCCD Sends Check to Agency: 8/25/25-9/6/25

PARAMEDIC Section Dates:

- Student Names & IDs from Agency: 10 business days prior to the start of the section
- Registrations (Sr. Program Specialist): 5 business days prior to the start of the section
- Training Hours Cut Off for Agency: Last day of the section
- Training Hours Submitted by Agency: Last day of the section
- Positive Attendance Forms (A&R): within 2 business days of the end of the section
- Grades & Attendance Entered (ISA Coordinator): within 3 business days of the end of the section
- 320 Report Submitted: 7/19/24, 1/17/25, 7/18/25, or 1/16/26
- A&R Send 320 Report to FCC Academy Director: 7/26/24, 1/24/25, 7/25/25, or 1/23/26
- FCC Academy Director Confirms and Authorizes Invoice Amount: 8/2/24, 1/31/25, 8/1/25, or 1/30/26
- Agency Submit Invoice to FCC Academy Director: 8/9/24, 2/7/25, 8/8/25, or 2/6/26
- FCC Sends Invoice for Payment: 8/16/24, 2/14/25, 8/15/25, or 2/13/26
- SCCCD Sends Check to Agency: 8/26/24-9/6/24, 2/24/25-3/7/25, 8/25/25-9/5/25, or 2/23/26-3/6/26

A new schedule will be sent out every year no later than July 1st for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

APPENDIX D - FIRE

FRESNO CITY COLLEGE ISA COURSE OUTLINE

AGENCY: AGENCY NAME

This course is presented under the ISA contract between Fresno City College and the fire agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE TITLE: Advanced Firefighter Continuing Education – Effective Spring 2021

COURSE NUMBER: [FIRET-233](#)

COURSE HOURS: 9.00 - 80.1

UNITS: 0.10 - 1.0

DESCRIPTION:

Satisfies annual mandatory continuing education requirements of local Fire Agencies, Fresno County Health Department, the California State Fire Marshal's Office, and appropriate sections of the California Code of Regulations; may be offered in seminar, lecture, and/or lab format; specific course deliver method to be determined by each respective agency.

LEARNING OUTCOMES AND OBJECTIVES

Course Objectives

1. Given a classroom setting and using knowledge of the Fire Technology discipline, discuss technological advances and revisions to regulations and laws as they apply to the specific fire agency.
2. Given a laboratory setting, apply the physical skills to perform various job-related tasks required by the individual's fire protection agency.
3. Given a simulated incident scenario, apply the appropriate strategy and tactics that will address the following incident priorities: 1) life safety, 2) incident stabilization and 3) property conservation.
4. Given classroom instruction, reading assignments, and laboratory activities describe and apply the appropriate emergency medical treatment protocol for a given patient scenario as per Fresno County EMS.

Course Student Learning Outcomes

1. Demonstrate the proper psychomotor skills and cognitive reasoning ability necessary to perform all job-related tasks. Expected SLO Performance: 70
2. Apply current industry best practices relative to modern fire protection and technology techniques within the scope of employment. Expected SLO Performance: 70

COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET: <https://fresno.curriqunet.com/publicsearch/>

APPENDIX D - PARAMEDIC

FRESNO CITY COLLEGE ISA COURSE OUTLINE

AGENCY: Fresno County EMS

These two courses are presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE #1 TITLE: Emergency Medical Technician – Paramedic (Didactic)

COURSE NUMBER: [FIRET-133](#)

COURSE HOURS: 576

UNITS: 21.5

DESCRIPTION:

Designed to produce qualified and competent EMT - Paramedic educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients; scope of practice is in accordance with Title 22 of the California Code of Regulations.

LEARNING OUTCOMES AND OBJECTIVES

Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed and on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

Course Student Learning Outcomes

1. Perform an initial assessment identifying and managing immediate life threats. Expected SLO Performance: 70
2. Perform detailed and on-going patient evaluations. Expected SLO Performance: 70
3. Apply appropriate treatments. Expected SLO Performance: 70

COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUINET: <https://fresno.curriqnet.com/publicsearch/>

APPENDIX D – PARAMEDIC (CONTINUED)

COURSE #2 TITLE: Emergency Medical Technician – Paramedic Clinical and Field Work
COURSE NUMBER: [FIRET-136](#)
COURSE HOURS: 679.5
UNITS: 13.0

DESCRIPTION:

The student will rotate through two required settings. The hospital rotation consists of various departments including emergency, surgery, labor & delivery and pediatrics, specialty units and Advanced Cardiac Life Support (ACLS), certification. The field, responding with assigned paramedic preceptors, the students will assess the scene, patients and provide appropriate care. The rotations are required to produce qualified and competent EMT-Paramedics who are educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients, in accordance with local protocols and Title 22 of the California Code of Regulations.

LEARNING OUTCOMES AND OBJECTIVES

Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed and on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

Course Student Learning Outcomes

1. Perform an initial assessment identifying and managing immediate life threats. Expected SLO Performance: 70
2. Perform detailed and on-going patient evaluations. Expected SLO Performance: 70
3. Apply appropriate treatments. Expected SLO Performance: 70

COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET: <https://fresno.curriqunet.com/publicsearch/>

APPENDIX D - POLICE

POLICE ISA COURSE LIST - FRESNO CITY COLLEGE

All ISA courses are presented under the ISA contract between Fresno City College and the police agency are pursuant to the terms of said contract. The parties agree to offer the courses described herein, under the same terms and conditions as set forth in said contract. Minimum contact hours must be met as defined in the Course Outline of Record.

Fresno County Sheriff's Office:

AJ-233A	Tactical Firearms (PSP)
AJ-233B	Firearms - Tactical Rifle
AJ-233C	Civil Procedure for Law Enf Officers
AJ-233F	Wilderness Tracking
AJ-233G	Electronic Weapons
AJ-233H	Driving (PSP)
AJ-233I	Court & Temporary Holding Facility
AJ-233J	Advanced Officer Course
AJ-233K	Arrest & Control Update
AJ-233L	Training Conference
AJ-233M	Patrol Canine Handler Update
AJ-233N	Search and Rescue Training Update
AJ-233O	Underwater S&R Update
AJ-233P	S&R Inclement Weather Update
AJ-233Q	Intro to Tactical Dispatcher Course
AJ-233R	Response to Active Shooters Update
AJ-233S	Training Conf Gang Update
AJ-233T	Training Conf Active Shooter Update

AJ-233U	Training Conf Emotional Survival Update
AJ-233V	Officer Skills Orientation Update
AJ-233W	Pursuit Interv Tech PIT Update
AJ-233X	Critical Incident Stress Debrief Update
AJ-233Y	De-Escalation Update
AJ-233Z	Regular Basic Course Mod I
AJ-234	Adult Corrections Officer Core Course
AJ-234A	Adult Corr Officer Core Enh Course
AJ-234B	PC 832 Laws of Arrest
AJ-234C	PC 932 Firearms
AJ-235	Res Officer - Firearms Update
AJ-235A	Res Officer - Vehicle Trans Update
AJ-235B	Res Officer Driver Aware < 100 Update
AJ-235C	Res Officer - E.V.O.C. Update
AJ-235D	Res Officer - C.P.R. / A.E.D. Update
AJ-235E	Res Officer - First Aid Update
AJ-235F	Res Officer - Elect & Imp Weap Update
AJ-235G	Res Officer - Report Writing Update
AJ-236	Use of Force Update

Clovis Police Department:

AJ-240	Arrest and Control Update
AJ-240A	Tactical Rifle for Law Enforcement
AJ-240B	Firearms Update
AJ-240D	Driver Training - Emerg Vehicle Update
AJ-240E	Bias Based Policing Update Training
AJ-240F	Principled Policing Update
AJ-240G	First Aid for Medical Injuries Update
AJ-240H	CPR / AED Update Training
AJ-240I	First Aid for Traumatic Injuries Update

APPENDIX D – POLICE (CONTINUED)

Fresno Police Department:

AJ-245A	Arrest & Control Techniques Update	AJ-245V	Force Option Simulator
AJ-245B	Baton User Update	AJ-245W	Less Lethal Weapons
AJ-245C	Canine Agitator	AJ-245X	Mental Illness Awareness Refresher
AJ-245D	Detective School	AJ-245Y	Officer Safety/Field Tactics
AJ-245E	Driver Awareness Instructor	AJ-245Z	Officer Safety/Field Tactics Update
AJ-245F	Driver Awareness Update	AJ-246	Rifle Marksmanship and Sniper
AJ-245G	Driver Training Instructor	AJ-246A	Search/Arrest Warrant
AJ-245H	PIT Instructor	AJ-246B	Traffic Collision Investigation Update
AJ-245I	Driver Training/EVOC/PIT Update	AJ-246C	Use of Force Update
AJ-245J	Driver Training Simulator	AJ-246D	Perishable Skills Program I
AJ-245K	Driving / Force Option Simulator Combo	AJ-246E	Perishable Skills Program II
AJ-245L	Drug Facilitated Sexual Assault	AJ-246F	Rifle Instructor
AJ-245M	Electronic Weapons	AJ-246G	K9 Handler Update
AJ-245N	Firearms Instructor Update	AJ-246H	MACTAC Multi Assault Ctr Terr Act Cap
AJ-245O	Tactical Handgun	AJ-246I	Basic Bicycle Patrol
AJ-245P	Tactical Rifle Advanced	AJ-246J	Drug/Alcohol Stand Field Sobriety Upd
AJ-245Q	Tactical Rifle Update	AJ-246K	Crisis Intervention Training
AJ-245R	Tactical Rifle 1st Responder	AJ-246L	Critical Incident Articulation Update
AJ-245S	Tactical Shotgun	AJ-246M	Residents' Police Academy
AJ-245T	Tactical Handgun Advanced	AJ-246O	Use of Force Update
AJ-245U	First Aid & CPR Refresher	AJ-246P	Domestic Violence Update
		AJ-246Q	MRDS-Miniaturized Red Dot Sight Oper

All approved Course Outlines of Record may be access via the following link:

<https://fresno.curriqnet.com/publicsearch/>

DATE:

AGENCY NAME:

ADDRESS:

State Center Community College District
FCC – Fire Academy

Re: Instructional Service Agreement – Liability Insurance

To Whom It May Concern:

This email is to inform you that the _____ will not make any changes to our existing liability coverage to meet the minimum requirements of State Center Community College District. Furthermore, we will not provide a Separate Named Endorsement form, or a Named Waiver of Subrogation form as requested by State Center Community College District.

We request that our Instructional Service Agreement and Certificate of Insurance be routed for signature and board approval without the above referenced insurance items so that the start date of the contract is not delayed. We have, in good faith, provided a copy of our certificate of insurance for your records.

Sincerely,

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83000	11/29/23	Printed	ADVENTIST HEALTH TULARE	PD -BLOOD/ALCOHOL ANALYSIS OCTOBER 2023		100.00
83001	11/29/23	Printed	AIRGAS USA LLC	ECO DEV -CVTC OXYGEN SUPPLIES	R	25.16
83002	11/29/23	Printed	NICOLETTE ANDERSEN	ART C -RIDE THE CYCLONE SUPPLIES		559.05
83003	11/29/23	Printed	ASBURY ENVIRONMENTAL SERVICES	FLEET -PAPER FILTERS		90.00
83004	11/29/23	Printed	AT&T	ADMIN -TELEPHONE NOVEMBER 2023		41.33
83005	11/29/23	Printed	AT&T	FIN -CVTC INTERNET SERVICE 11/6-12/5/23	R	121.29
83006	11/29/23	Printed	AT&T	FIN -INTERNET FOR WEED & SEED 11/11-12/10/23		84.89
83007	11/29/23	Printed	AT&T	ADMIN -TELEPHONE 10/12-11/11/23		61.05
83008	11/29/23	Printed	AT&T	ADMIN -TELEPHONE 10/12-11/11/23		93.53
83009	11/29/23	Printed	AT&T	ADMIN -TELEPHONE 10/12-11/11/23		2,812.60
83010	11/29/23	Printed	BANNER PEST CONTROL INC	ADMIN -PEST CONTROL NOVEMBER 2023		456.00
83011	11/29/23	Printed	BETTER EARTH ELECTRIC INC.	BLDG -PERMIT REFUND 23-78	R	148.38
83012	11/29/23	Printed	JAY W. BROCK / TOP DOG TRAINING CENTER	PD -K9 MAINTENANCE 11/6/23		90.00
83013	11/29/23	Printed	CASCADE FIRE EQUIPMENT COMPANY	FD -HOSE		2,257.19
83014	11/29/23	Printed	CENTRAL SANITARY SUPPLY, LLC.	PW -JANITORIAL SUPPLIES		644.11
83015	11/29/23	Printed	CENTRAL VALLEY LIONESS LIONS CLUB	COMM DEV -SPECIAL EVENT REFUND	R	500.00
83016	11/29/23	Printed	RITA CHRISTIAN	REC -TRIP CANCELLATION		40.00
83017	11/29/23	Printed	COMCAST	ADMIN -PD TO FCSO OCTOBER 2023		739.21
83018	11/29/23	Printed	COMCAST	ADMIN -INTERNET SERVICE NOVEMBER 2023		833.77
83019	11/29/23	Printed	CONSOLIDATED ELECTRICAL	PW -DOWNTOWN STREET LIGHTS		865.71
83020	11/29/23	Printed	CORELOGIC SOLUTIONS LLC	ADMIN -REALQUEST SERVICES OCTOBER 2023		481.25
83021	11/29/23	Printed	DATAPATH LLC	IT -UPS SC RACK, LAPTOP BUNDLE, NIMBLE RENEWAL, PROFESSIONAL SERVICES		9,270.13
83022	11/29/23	Printed	DEPARTMENT OF JUSTICE	PD -BLOOD ALCOHOL ANALYSIS OCTOBER 2023		70.00
83023	11/29/23	Printed	DANIEL DIAZ	FD -PARAMEDIC RECERTIFICATION		48.00
83024	11/29/23	Printed	DL252, INC.	PW -GOLDEN STATE PROJECT LANDSCAPING/IRRIGATION ADDENDUMS TO PLANS		12,070.00
83025	11/29/23	Printed	DON BERRY CONSTRUCTION INC.	PW -CDBG DOWNTOWN ADA IMPROVEMENT PROG PAY #3	G	201,453.36
83026	11/29/23	Printed	DEANNA DUNBAR	REC -TRIP CANCELLATION		40.00
83027	11/29/23	Printed	VIRGINIA DYE	REC -TRIP CANCELLATION		230.00
83028	11/29/23	Printed	JOYCE RIBA / EVIDENCE MANAGEMENT FOR LAW ENFORCEMENT	PD -EVIDENCE MANAGEMENT CLASSES		500.00
83029	11/29/23	Printed	CASSY FAIN	PD -ICI MANAGEMENT TRAINING PER DIEM 12/10-12/15/23		355.00
83030	11/29/23	Printed	DAVE FLY	REC -TRIP CANCELLATION		60.00
83031	11/29/23	Printed	LINDA FORBES	REC -TRIP CANCELLATION		40.00
83032	11/29/23	Printed	FRESNO COUNTY FIRE	FD -EQUIPMENT GRAPHICS		556.50
83033	11/29/23	Printed	FRESNO COUNTY TAX COLLECTOR	PROPERTY TAX/SEWER 1st INSTALL 2023/2024		4,762.32
83034	11/29/23	Printed	FRESNO ECONOMIC OPPORTUNITIES	SENIOR C -MEALS NOVEMBER 2023		1,916.56
83035	11/29/23	Printed	FRESNO M LLC	FLEET -AMBULANCE REPAIRS		1,185.41
83036	11/29/23	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		165.45
83037	11/29/23	Printed	ALEXANDRIA GARZA	REC -TRIP CANCELLATION		60.00
83038	11/29/23	Printed	RENE GARZA	PD -CPCA TRAINING PER DIEM 11/26-11/30/23		290.00
83039	11/29/23	Printed	GEIL ENTERPRISES INC	CH -JANITORIAL SERVICES NOVEMBER 2023		4,686.00
83040	11/29/23	Printed	WILLIAM GHILARDI	REC -TRIP CANCELLATION		40.00
83041	11/29/23	Printed	GOLDEN SHOVEL AGENCY, LLC.	ECO DEV -AGENCY SERVICES MARKETING BLUEPRINT		9,975.00
83042	11/29/23	Printed	CHRISTIAN GUIZAR	PD -INVESTIGATIVE INTERVIEW TRAINING PER DIEM 11/6-11/10	R	75.00
83043	11/29/23	Printed	HANSON BRIDGETT LLP	HR -ADMINISTRATIVE INVESTIGATION REVIEW		704.50
83044	11/29/23	Printed	MARY ANN HARP	REC -TRIP CANCELLATION		20.00
83045	11/29/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 11/15/23		1,506.80
83046	11/29/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 11/22/23		1,837.33
83047	11/29/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -ADMINISTRATIVE FEES DECEMBER 2023		919.33
83048	11/29/23	Printed	DIANE HENSON	REC -TRIP CANCELLATION		20.00
83049	11/29/23	Printed	VANESSA M. HERRERA	HR -HEALTH BENEFITS FAIR SUPPLIES		84.28
83050	11/29/23	Printed	JH TACKETT INC.	REC -SWAG MERCHANDISE BALANCE		38.61
83051	11/29/23	Printed	JEFF KESTLY	HR -MEDICAL PREMIUM REIMB NOVEMBER 2023		178.85

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83052	11/29/23	Printed	PRECIOUS KING	REC -TRIP CANCELLATION		20.00
83053	11/29/23	Printed	LEADER INDUSTRIES	FD -2023 SPRINTER AMBULANCE		168,063.48
83054	11/29/23	Printed	JEFFERY LEWIS	PD -ICI TRAINING PER DIEM 11/27-12/8/23		150.00
83055	11/29/23	Printed	LIEBERT, CASSIDY, WHITMORE	HR -LEGAL FEES OCTOBER 2023		5,602.00
83056	11/29/23	Printed	LIFE-ASSIST INC.	FD -MEDICAL SUPPLIES		2,681.78
83057	11/29/23	Printed	CHRISTINA MCCOLLAM-MARTINEZ	ART C -RIDE THE CYCLONE SUPPLIES		42.22
83058	11/29/23	Printed	KATHY MEHRTEN	REC -TRIP CANCELLATION		40.00
83059	11/29/23	Printed	STEVEN MONTALVO	ART C -MEAN GIRLS CHOREOGRAPHY		500.00
83060	11/29/23	Printed	JACOB MOON	ART C -MEAN GIRLS COSTUME DESIGN		525.00
83061	11/29/23	Printed	DAVID MORALES	REC -TRIP CANCELLATION		20.00
83062	11/29/23	Printed	DANIEL MURRIETA / PRINT THEORY	PD -OFFICER CARRASCO MEMORIAL PATCH, CODE ENFORCEMENT TRUCK FULL WRAP, SOCIAL MEDIA MANAGEMENT, LOGO DFVFI OPMFNT		7,627.17
83063	11/29/23	Printed	NEXUS HOLDING LLC	PW -TEMPORARY REPAIRS TO STA 1 NORTH DOOR		1,653.80
83064	11/29/23	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		438.54
83065	11/29/23	Printed	BARBARA OLSEN	REC -TRIP CANCELLATION		20.00
83066	11/29/23	Printed	OOSOSHARP, LLC	FD -AMBULANCE BILLING OCTOBER 2023		10,441.42
83067	11/29/23	Printed	OPUS SOLUTIONS INC.	FD -COMPUTER FOR NEW AMBULANCE		1,406.25
83068	11/29/23	Printed	PG&E	ADMIN -UTILITIES NOVEMBER 2023		68.18
83069	11/29/23	Printed	PG&E	ADMIN -UTILITIES NOVEMBER 2023		137.39
83070	11/29/23	Printed	PG&E	ADMIN -UTILITIES NOVEMBER 2023		19,568.81
83071	11/29/23	Printed	PG&E	ADMIN -UTILITIES NOVEMBER 2023		314.02
83072	11/29/23	Printed	PG&E	ADMIN -UTILITIES NOVEMBER 2023		16.98
83073	11/29/23	Printed	PIPKIN DETECTIVE AGENCY INC.	HR -EMPLOYMENT BACKGROUND CHECK		270.00
83074	11/29/23	Printed	R.J. BERRY JR. INC.	PW -BARBARA ST RECONSTRUCTION RETENTION		27,463.14
83075	11/29/23	Printed	ROOFING PROS INC.	FIN -BUSINESS LIC OVERPAYMENT		89.00
83076	11/29/23	Printed	APOLONIA ROSALES	REC -TOURNAMENT CANCELLED DUE TO WEATHER		395.00
83077	11/29/23	Printed	SAN JOAQUIN VALLEY AIR	FLEET -STUMP GRINDER & SWEEPER 2023/2024 ANNUAL PERMITS		387.00
83078	11/29/23	Printed	SANTA MARIA CALIFORNIA NEWS	PW -HIGHLAND & ROSE DEVELOPMENT		481.88
83079	11/29/23	Printed	SECOND CHANCE ANIMAL SHELTER	ADMIN -MONTHLY SUPPORT DECEMBER 2023		30,000.00
83080	11/29/23	Printed	TERRY SERRANO	REC -TRIP CANCELLATION		80.00
83081	11/29/23	Printed	TIMOTHY T. STEELE	PD -COURT CITATION BOOKS		2,305.27
83082	11/29/23	Printed	SUN LIFE	HR -EMPLOYEE INSURANCE DECEMBER 2023		2,383.07
83083	11/29/23	Printed	TELEFLEX LLC	FD -MEDICAL SUPPLIES		1,458.22
83084	11/29/23	Printed	THE CRISCOM COMPANY	ADMIN -LEGISLATIVE ADVOCACY DECEMBER 2023		4,500.00
83085	11/29/23	Printed	TODD HENRY INC / AMS ENTERTAINMENT	REC -SOUND/MUSIC FOR GRINCHMAS		1,059.00
83086	11/29/23	Printed	RUBIE TORRES	REC -TRIP CANCELLATION		40.00
83087	11/29/23	Printed	TURF STAR, INC	FLEET -TRACTOR BOLT & BLADES		281.32
83088	11/29/23	Printed	RUSSELL & MARIE TYGART / UNIQUELY YOURS	PW -PATCHES & NAME EMBROIDERY		643.65
83089	11/29/23	Printed	U.S. BANK CORPORATE PMT SYSTEM	FIN -CALCARD CHARGES 10/24-11/22/23	PARTIAL R	93,397.34
83090	11/29/23	Printed	WILLDAN ENGINEERING	BLDG -INSPECTOR SERVICES THROUGH		7,290.00
83091	11/29/23	Printed	SADAHRI WREN	ART C -RIDE THE CYCLONE CHOREOGRAPHER		225.00
83092	11/29/23	Printed	RON ZAVALA	REC -TRIP CANCELLATION		20.00
83093	12/13/23	Printed	A&S PUMP SERVICE	PW -REPLACED VANDALIZED WIRING FRONT ST, E FRONT ST, SALAZAR PARK		968.49
83094	12/13/23	Printed	ACTION TOWING AND DIVE TEAM	PD -EVIDENCE TOWING OCTOBER 2023		403.00
83095	12/13/23	Printed	AIRDATA UAV, INC.	PD -ONE YEAR AIRDATA SUBSCRIPTION FOR DRONES		1,040.00
83096	12/13/23	Printed	AIRGAS USA LLC	ECO DEV -CVTC OXYGEN SUPPLIES	R	24.68
83097	12/13/23	Printed	ALTA LANGUAGE SERVICES, INC.	HR -LISTENING & SPEAKING TESTS		202.00
83098	12/13/23	Printed	NICOLETTE ANDERSEN	ART C -RIDE THE CYCLONE SNACK BAR SUPPLIES		81.48
83099	12/12/23	Void		Void Check		0.00
83100	12/12/23	Void		Void Check		0.00
83101	12/12/23	Void		Void Check		0.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83102	12/13/23	Printed	ARAMARK UNIFORM	PW -UNIFORMS/TOWELS/FIRST AID 2055 THIRD ST 11/2-11/30/23		1,793.29
83103	12/13/23	Printed	AT&T	ADMIN -PD FIRE ALARM 11/20-12/19/23		311.10
83104	12/13/23	Printed	AT&T	PD -LOGGING RECORDER MAINT 11/23-12/22/23		474.37
83105	12/13/23	Printed	AT&T	ADMIN -TELEPHONE 11/4-12/3/23		1,775.91
83106	12/13/23	Printed	AT&T	ADMIN -TELEPHONE 11/4-12/3/23		115.59
83107	12/13/23	Printed	AT&T	ADMIN -TELEPHONE 11/4-12/3/23		110.51
83108	12/13/23	Printed	AT&T MOBILITY	ADMIN -TELEPHONE/MDT'S 11/1-11/30/23		389.07
83109	12/13/23	Printed	AT&T MOBILITY	ADMIN -TELEPHONE/MDT'S 10/12-11/11/23		1,780.90
83110	12/13/23	Printed	BLUE CROSS OF CALIFORNIA	FD -AMBULANCE OVERPAYMENT		84.00
83111	12/13/23	Printed	BROADWAY LICENSING	ART C -SCHOOL GIRLS; OR THE AFRICAN MEAN GIRLS PLAY RIGHTS		1,383.00
83112	12/13/23	Printed	JAY W. BROCK / TOP DOG TRAINING CENTER	PD -K9 MAINTENANCE 11/20/23		90.00
83113	12/13/23	Printed	TIM CANNON	PD -POST MANAGEMENT COURSE PER DIEM 12/10-12/15/23	R	355.00
83114	12/13/23	Printed	JUDY CAREY	REC -TRIP CANCELLATION		20.00
83115	12/13/23	Printed	ROD CARSEY / ROD CARSEY CONSULTING	BLDG -PLAN CHECKS NOVEMBER 2023		44,959.74
83116	12/13/23	Printed	CENTRAL SANITARY SUPPLY, LLC.	PW -JANITORIAL SUPPLIES		448.34
83117	12/13/23	Printed	CENTRAL VALLEY LOCK & SAFE INC	PW -REKEY MASTER PADLOCKS FOR PARKS		197.39
83118	12/13/23	Printed	CENTRAL VALLEY OVERHEAD DOOR	PW -COMMERCIAL SLAT DOOR FOR ART		5,468.00
83119	12/13/23	Printed	CISCO SYSTEMS CAPITAL CRP	ADMIN -PHONE SYSTEM LEASE		1,375.84
83120	12/13/23	Printed	COMCAST	FD -INTERNET SERVICE 11/11-12/10/23		215.71
83121	12/13/23	Printed	COOK'S COMMUNICATION CORP	PD -FORD EXPLORER CONVERSION K9 CAGE TO PRISONER TRANSPORT		4,156.12
83122	12/13/23	Printed	CORELOGIC SOLUTIONS LLC	ADMIN -REALQUEST SERVICES NOVEMBER 2023		481.25
83123	12/13/23	Printed	VERONICA CRUZ	FD -AMBULANCE OVERPAYMENT		171.48
83124	12/13/23	Printed	CSMFO	FIN -VALLEY CHAPTER MEETING J. DEL CID, A. GONZALEZ		40.00
83125	12/13/23	Printed	DATA TICKET, INC.	PD -PARKING CITATION PROCESSING JUNE 2023		400.00
83126	12/13/23	Printed	DATAPATH LLC	IT -DELL LAPTOP BUNDLE		2,563.97
83127	12/13/23	Printed	ROSALINDA DELEON	PD -EVIDENCE MONEY CS 23-5841 REIMBURSEMENT		236.00
83128	12/13/23	Printed	KEVIN DELFIN	FD -ADVANCED CARDIAC LIFE SUPPORT CERTIFICATION		226.50
83129	12/13/23	Printed	DEPARTMENT OF JUSTICE	PD -FINGERPRINTING OCTOBER 2023		354.00
83130	12/13/23	Printed	DEPARTMENT OF TRANSPORTATION	PW -SIGNALS & LIGHTING JULY-SEPTEMBER 2023		3,177.95
83131	12/13/23	Printed	DOOLEY ENTERPRISES, INC.	PD -AMMUNITION		6,382.82
83132	12/13/23	Printed	ROBERT EGAN	HR -INSURANCE REIMBURSEMENT COBRA		1,619.01
83133	12/13/23	Printed	FORTNERS AUTO SERV & TOWING	PD -TOW FROM THIRD ST TO E FRONT ST, UNDERCOVER PICKUP, PUBLIC WORKS		532.00
83134	12/13/23	Printed	FRESNO COUNTY DISTRICT	PD - EVIDENCE MONEY CS 23-2865 REIMBURSEMENT	R	79,303.00
83135	12/13/23	Printed	FRESNO COUNTY EDC	FIN -CVTC 10/1-10/31/23	R	58,458.12
83136	12/13/23	Printed	FRESNO COUNTY SHERIFF	PD -RMS/JMS/CAD ACCESS FEES NOVEMBER 2023		489.74
83137	12/13/23	Printed	FRESNO ECONOMIC OPPORTUNITIES	SENIOR C -MEALS NOVEMBER 2023		2,388.14
83138	12/13/23	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		644.57
83139	12/13/23	Printed	MYAH GALVAN	ART C -MEAN GIRLS CO STAGE MANAGER		200.00
83140	12/13/23	Printed	RENE GARZA	PD -STRATEGIC & SUCCESSION TRAINING PER DIEM 12/12-12/13		95.00
83141	12/13/23	Printed	GLACIER REFRIGERATION & AIR	PW -NEW T STAT FOR SENIOR CENTER REFRIGERATOR		1,308.74
83142	12/13/23	Printed	GOVERNMENTJOBS.COM, INC.	HR -NEOGOV MODULES 1 YEAR PAYMENT		110,562.00
83143	12/13/23	Printed	MIA ANN HARRIS	REC -GRINCH THEMED GARLAND BACKDROP FOR GRINCHMAS		341.00
83144	12/13/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 11/29/23		2,457.90
83145	12/13/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 12/6/23		1,150.65
83146	12/13/23	Printed	HEALTHWISE SERVICES, LLC.	PD -MEDICAL WASTE SERVICE		173.75
83147	12/13/23	Printed	HENRY SCHEIN INC.	FD -MEDICAL SUPPLIES		629.16
83148	12/13/23	Printed	LUCY HERNANDEZ	ADMIN -CHRISTMAS DECOR FOR CITY HALL LOBBY		32.65

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83149	12/13/23	Printed	RAUL R HERRERA JR	HR -POLYGRAPH SERVICES 11/22-11/28/23		1,000.00
83150	12/13/23	Printed	IRG MASTER HOLDINGS, LLC	FIN -CVTC UTILITIES 9/25-10/25/23	R	2,752.18
83151	12/13/23	Printed	J'S COMMUNICATION INC.	PD -REMOVAL/INSTALLATION OF NEW HAVIS DOCKING STATION		200.00
83152	12/13/23	Printed	BRYANT JOLLEY	FIN -FISCAL YEAR 22 AUDIT SERVICES		57,000.00
83153	12/13/23	Printed	KINGSBURG VETERINARY CLINIC	PD -K9 VISIT		1,202.11
83154	12/13/23	Printed	KRC SAFETY CO INC	PW -STOP SIGNS		316.46
83155	12/13/23	Printed	WILLIAM JAY LEIST / LEIST AND ASSOCIATES	PD -IA #2023-015		5,960.60
83156	12/13/23	Printed	LEXISNEXIS COPLOGIC SOLUTIONS	PD -ONLINE REPORTING SYSTEM NOVEMBER 2023		960.00
83157	12/13/23	Printed	CORY LYNCH	PD -CAMPUS LAW ENFORCEMENT TRAINING PER DIEM 1/7-1/12/24		275.00
83158	12/13/23	Printed	MAVERICK DATA SYSTEMS	PD -WARRANT BUILDER PRO ANNUAL LICENSE		3,350.00
83159	12/13/23	Printed	METRO UNIFORM	FD -NAME BADGES		893.16
83160	12/13/23	Printed	MIRACLE PLAYSYSTEMS INC	PW -PLAYGROUND EQUIPMENT FOR BERRY PARK SLIDES		6,827.86
83161	12/13/23	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		685.06
83162	12/13/23	Printed	DONALD L. OJEDA II	PD -MEMORIAL PATCH POLO SHIRTS		927.21
83163	12/13/23	Printed	ELDORIS PEAK	HR -REFUND FOR DENTAL/VISION PREMIUMS JAN-MARCH 2023		289.08
83164	12/13/23	Printed	PG&E	ADMIN -UTILITIES NOVEMBER 2023		6,010.10
83165	12/13/23	Printed	PG&E	ADMIN -UTILITIES NOVEMBER 2023		431.92
83166	12/13/23	Printed	PG&E	ADMIN -UTILITIES NOVEMBER 2023		33,198.58
83167	12/13/23	Printed	PIPKIN DETECTIVE AGENCY INC.	HR -EMPLOYMENT BACKGROUND CHECK		135.00
83168	12/13/23	Printed	PITNEY BOWES BANK INC	PD -POSTAGE REFILL		51.11
83169	12/13/23	Printed	PITNEY BOWES BANK INC	ADMIN -POSTAGE REFILL		59.23
83170	12/13/23	Printed	PITNEY BOWES GLOBAL FINANCIAL	PD -POSTAGE MACHINE LEASE 12/16-3/15/24		276.53
83171	12/13/23	Printed	PITNEY BOWES GLOBAL FINANCIAL	ADMIN -POSTAGE MACHINE LEASE 12/16/23-3/15/24		492.12
83172	12/13/23	Printed	R.J. BERRY JR. INC.	PW -ALPHABET STREETS & STORM DRAIN PROG PAY#3		302,570.27
83173	12/13/23	Printed	DOROTHY RAMIREZ	FD -AMBULANCE OVERPAYMENT		100.00
83174	12/13/23	Void	MARIANNE RODRIGUEZ	REC -SUGAR COOKIES FOR GRINCHMAS		0.00
83175	12/13/23	Printed	RRM DESIGN GROUP	COMM DEV -THOMPSON PARK PROJECT OCTOBER 2023	G	9,308.00
83176	12/13/23	Printed	SANTA MARIA CALIFORNIA NEWS	ADMIN -RFP COMPENSATION STUDY		715.79
83177	12/13/23	Printed	STATE WATER RESOURCES	PW -ANNUAL PERMIT FEE 7/1/23-6/30/24		10,602.00
83178	12/13/23	Printed	STERICYCLE, INC.	PD -STERI SAFE OSHA COMPLIANCE DECEMBER 2023		198.26
83179	12/13/23	Printed	GLENDA LEANNE DAWN STEWART	ART C -RIDE THE CYCLONE STAGE MANAGER		300.00
83180	12/13/23	Printed	TEC GROUP INC.	HR -CLERICAL ASSIST 12/3/23		3,512.30
83181	12/13/23	Printed	THE MOWER'S EDGE INC.	FLEET -XMARK RIDING LAWNMOWER		26,332.06
83182	12/13/23	Printed	TRU-TRAILERS	PW -FULL TILT TRAILER		12,040.93
83183	12/13/23	Printed	RUSSELL & MARIE TYGART	ADMIN -NEW HIRE POLOS		733.90
83184	12/13/23	Printed	U.S. BANK EQUIPMENT FINANCE	ADMIN -COPY MACHINE LEASES DECEMBER 2023		2,507.35
83185	12/13/23	Printed	UNITY IT	PD -ONLINE REPORTING SYSTEM NOVEMBER 2023		4,359.26
83186	12/13/23	Printed	VERIZON WIRELESS	ADMIN -TELEPHONE/MDT'S 10/19-11/18/23		1,190.05
83187	12/13/23	Printed	WASTE MANAGEMENT-USA WASTE	FIN -GARBAGE NOVEMBER 2023		141,713.25
83188	12/13/23	Printed	SAVANNAH WEST	ART C -WILLY WONKA JR CO-CHOREOGRAPHER		250.00
83189	12/13/23	Printed	KE'LEA WILKINS	ART C -RIDE THE CYCLONE VOCAL DIRECTOR		400.00
83190	12/13/23	Printed	JORDAN WILLIAMS	REC -CAROLING PERFORMANCES FOR GRINCHMAS		250.00
83191	12/13/23	Printed	SANDY WILSON	REC -TRIP CANCELLATION		20.00
83192	12/13/23	Printed	ZUMAR INDUSTRIES, INC.	PW -FLAT BLADES,SQ POSTS, U CHANNELS FOR ST NAMES		2,560.56
83193	12/13/23	Printed	JOSE ZUNIGA	FD -AMBULANCE OVERPAYMENT		95.00
83194	12/13/23	Printed	ARIEL YAMIN / YAMIN LAW, APC	HR -SETTLEMENT AGREEMENT		15,000.00
TOTAL						1,657,004.10

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
WIRE/EFT						
	12/01/23		DEPARTMENT OF HEALTH CARE SERVICES	GEMT CY 2023 INVOICE#3		147,464.21

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
AMY SMART	10/30/2023	CHEVRON GAS STATION	CAR WASH	100-4100-610.920.000	10.00
AMY SMART	10/30/2023	HOTELS.COM	PALM SPRINGS CONFERENCE - AMY SMART	100-4100-610.920.000	948.49
AMY SMART	10/30/2023	HOTELS.COM	PALM SPRINGS CONFERENCE - LIZ MARTINEZ	100-4700-610.920.000	948.49
AMY SMART	10/30/2023	HOTELS.COM	PALM SPRINGS CONFERENCE - NICOLETTE ANDERSEN	100-4300-610.920.000	948.49
AMY SMART	10/30/2023	HOTELS.COM	PALM SPRINGS CONFERENCE - FERNANDO MORAN	100-5300-610.920.000	948.49
AMY SMART	11/16/2023	CHINA GARDEN BUFFET	WORKING LUNCH	100-4100-610.920.000	68.81
ANDREW GUZMAN	11/2/2023	GALLS	LEATHER BELT KEEPERS	100-2200-600.250.000	352.00
ANDREW GUZMAN	11/6/2023	BLUE LINE ACADEMY	ONLINE TRAINING COURSE - OFFICER MENDEZ	100-2200-610.915.000	100.00
ANDREW GUZMAN	11/13/2023	METRO UNIFORM	UNIFORMS FOR CADETS	100-2200-600.250.000	173.39
ANDREW GUZMAN	11/20/2023	NAVA BROTHERS	DETAIL UNMARKED CAR - PW DIRECTOR	100-2200-600.250.000	21.00
ANTHONY RIVAS	11/20/2023	76 GAS STATION	FUEL	701-9200-600.257.000	50.00
CALEB GARCIA	10/23/2023	ARCO, FOWLER CA	FUEL-ACT	269-2100-600.257.000	63.22
CALEB GARCIA	10/26/2023	WALMART, CLOVIS CA	EQUIPMENT-ACT	269-2100-600.350.000	29.98
CALEB GARCIA	10/26/2023	BOBS VILLA MART, CLOVIS CA	FUEL-ACT	269-2100-600.257.000	76.11
CALEB GARCIA	10/30/2023	SELMA STATION, SELMA CA	FUEL-ACT	269-2100-600.257.000	47.09
CALEB GARCIA	11/1/2023	5.11, IRVINE CA	EQUIPMENT-ACT	269-2100-600.350.000	435.57
CALEB GARCIA	11/1/2023	STOP N SHOP, FRESNO CA	FUEL-ACT	269-2100-600.257.000	86.80
CALEB GARCIA	11/3/2023	76, FRESNO CA	FUEL-ACT	269-2100-600.257.000	90.31
CALEB GARCIA	11/8/2023	VALERO EAST, FRESNO CA	FUEL-ACT	269-2100-600.257.000	83.33
CALEB GARCIA	11/15/2023	ARCO, FOWLER CA	FUEL-ACT	269-2100-600.257.000	40.25
CALEB GARCIA	11/17/2023	BULLARD SINCLAIR, FRESNO CA	FUEL-ACT	269-2100-600.257.000	68.56
CASSY FAIN	11/2/2023	US PATRIOT - TACTICAL GEAR	TACTICAL GEAR CREDIT	100-2100-600.250.000	(130.16)
CASSY FAIN	11/10/2023	TRADECRAFT TRAINING	CELL PHONE CHASING - TRAINING	100-2100-610.915.000	250.00
CASSY FAIN	11/10/2023	TRADECRAFT TRAINING	CELL PHONE CHASING - TRAINING	100-2100-610.915.000	250.00
CITY OF SELMA STATION 2	10/30/2023	WAL-MART	STATION SUPPLIES FOR ALL STATIONS	100-2525-600.250.000	228.00
CITY OF SELMA STATION 2	10/30/2023	WAL-MART	STATION SUPPLIES FOR ALL STATIONS	600-2600-600.250.000	112.79
CITY OF SELMA STATION 2	10/30/2023	WAL-MART	STATION SUPPLIES FOR ALL STATIONS	100-2525-600.250.000	240.17
CITY OF SELMA STATION 2	10/30/2023	WAL-MART	STATION SUPPLIES FOR ALL STATIONS	600-2600-600.250.000	120.09
CITY OF SELMA STATION 2	11/17/2023	WAL-MART	BOTTLED WATER FOR ALL STATIONS	100-2525-600.250.000	30.52
CITY OF SELMA STATION 2	11/17/2023	WAL-MART	BOTTLED WATER FOR ALL STATIONS	600-2600-600.250.000	15.26
CITY OF SELMA TRAINING DIVISION	11/9/2023	SP RAM MOUNTS	IPAD MOUNT FOR DIV-110	100-2525-600.250.000	386.84
CYNTHIA GOMEZ	10/24/2023	SAL'S	SNACK BAR - HEALTHCARE DISTRICT DONATION	800-0000-121.000.000	91.42
CYNTHIA GOMEZ	10/26/2023	FOOD 4 LESS	LUNCH FOR INTERVIEW PANEL	100-2200-600.400.000	76.00
EMS DIVISION 550	10/27/2023	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	94.27
EMS DIVISION 551	11/8/2023	SHELL OIL GAS STATION	FUEL	701-9200-600.257.000	98.74
EMS DIVISION 552	10/25/2023	LOVE'S GAS STATION	FUEL	701-9200-600.257.000	92.74
EMS DIVISION 552	10/27/2023	WAL-MART	STATION SUPPLIES	600-2600-600.250.000	30.81
EMS DIVISION 552	10/29/2023	VALERO GAS STATION	FUEL	701-9200-600.257.000	63.47
EMS DIVISION 553	11/5/2023	ANDY'S VALERO GAS STATION	FUEL	701-9200-600.257.000	116.16
FERNANDO MORAN	10/24/2023	NELSON'S ACE HARDWARE	REPAIRS SUPPLIES FOR PARK BENCHES	100-5300-600.360.000	30.30
FERNANDO MORAN	10/24/2023	NELSON'S ACE HARDWARE	WHITE PRIMER SPRAY-BERRY PARK	100-5300-600.250.000	39.03
FERNANDO MORAN	10/27/2023	MIRROR FINISH POLISHES	WASH N WAX SOAP-PARKS	100-5300-600.250.000	15.18

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
FERNANDO MORAN	10/27/2023	MIRROR FINISH POLISHES	WASH N WAX SOAP-STREETS	210-5400-600.250.000	15.19
FERNANDO MORAN	10/31/2023	ARCHILLION SPORTS	BASKETBALL HOOP-BRENTLINGER PARK	100-5300-600.250.000	173.27
FERNANDO MORAN	11/9/2023	THE HOME DEPOT	MASTER PADLOCK KEYS-PARKS	100-5300-600.250.000	25.84
FERNANDO MORAN	11/9/2023	THE HOME DEPOT	MASTER PADLOCK KEYS-STREETS	210-5400-600.250.000	25.84
FERNANDO MORAN	11/13/2023	NELSON'S ACE HARDWARE	REPAIR SUPPLIES FOR PARKS	100-5300-600.360.000	130.29
FERNANDO MORAN	11/13/2023	NELSON'S ACE HARDWARE	SOIL/GALV CAPS-STREETS	210-5400-600.250.000	56.37
FERNANDO MORAN	11/13/2023	NELSON'S ACE HARDWARE	GALV PIPES,ELBOWS,ADAPTERS-LLMD1	220-5300-600.250.401	106.40
FERNANDO MORAN	11/14/2023	SIERRA MARKET	JANITORIAL SUPPLIES-PARKS TP	702-9300-600.250.000	21.68
FERNANDO MORAN	11/16/2023	THE HOME DEPOT	CABLE TIES, STEM PRUNER, WIRE CONNECTORS-PARKS	100-5300-600.250.000	112.38
FERNANDO MORAN	11/17/2023	THE HOME DEPOT	GROUNDING ADAPTERS, OUTLET EXTENDER	100-5300-600.250.000	9.70
FERNANDO MORAN	11/17/2023	THE HOME DEPOT	TP HOLDER-BLDGS.	702-9300-600.250.000	24.93
FERNANDO MORAN	11/21/2023	NELSON'S ACE HARDWARE	C7 CERAMIC BULBS-DOWNTOWN XMAS LIGHTS	800-0000-121.000.000	260.14
FERNANDO SANTILLAN	11/7/2023	FRESNO BEE	SUBSCRIPTION	100-1300-600.900.000	15.99
FERNANDO SANTILLAN	11/13/2023	NESPRESSO	OFFICE SUPPLIES	100-1300-600.250.000	137.60
FERNANDO SANTILLAN	11/14/2023	G'S RISTORANTE	MEETING WITH DCM KEENE	100-1300-610.920.000	68.64
FERNANDO SANTILLAN	11/15/2023	G'S RISTORANTE	MEETING WITH CS DIRECTOR SMART	100-1300-610.920.000	40.66
FERNANDO SANTILLAN	11/16/2023	SAL'S	CITY PLANNER ONBOARDING W/ K. BIAWOGI, J.KEENE	100-1300-610.920.000	64.48
FERNANDO SANTILLAN	11/17/2023	RIDGE CREEK GOLF COURSE	EXEC TEAM OFFSITE MEETING	100-1300-610.920.000	399.35
FERNANDO SANTILLAN	11/20/2023	RAVEN'S DELI	THANKSGIVING LUNCHEON: TURKEY	100-1300-610.400.000	337.94
FINANCE DEPARTMENT	10/25/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	(47.73)
FINANCE DEPARTMENT	10/25/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	281.38
FINANCE DEPARTMENT	10/25/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	1,522.83
FINANCE DEPARTMENT	10/26/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	24.93
FINANCE DEPARTMENT	11/13/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	100.13
FINANCE DEPARTMENT	11/13/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	388.33
FINANCE DEPARTMENT	11/13/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	7.88
FINANCE DEPARTMENT	11/14/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	268.37
FINANCE DEPARTMENT	11/14/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	59.55
FINANCE DEPARTMENT	11/14/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	18.38
FINANCE DEPARTMENT	11/14/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	18.38
GEORGE SIPIN	10/23/2023	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,936.96
GEORGE SIPIN	10/23/2023	TRANS N SPEED	CHARGED CARD FOR INCORRECT AMOUNT	603-5500-600.400.000	4,972.18
GEORGE SIPIN	10/23/2023	FRONTIER FASTENER	NUT ZINCS, DRILL BITS, TIE WRAPS-STOCK	603-5500-600.250.000	462.23
GEORGE SIPIN	10/23/2023	BLACKSTONE CHEVROLET	HOSE, BOOSTERS-STOCK	603-5500-600.256.000	777.53
GEORGE SIPIN	10/23/2023	TRANS N SPEED	CREDIT FOR INCORRECT CHARGE	603-5500-600.400.000	(4,972.18)
GEORGE SIPIN	10/24/2023	CALIFORNIA INDUSTRIAL RUBBER CO	RUBBER TRIMS FOR VEHICLE DOORS	603-5500-600.250.000	153.37
GEORGE SIPIN	10/24/2023	JORGENSEN COMPANY	FIRE EXT ANNUAL MAINT,HYDRO TEST	603-5500-600.400.000	1,221.80
GEORGE SIPIN	10/24/2023	TRANS N SPEED	REPAIR TRANSMISSION -RT#185	603-5500-600.400.000	4,749.62
GEORGE SIPIN	10/24/2023	NAPA AUTO PARTS	BRAKE ROTORS-STOCK	603-5500-600.256.000	311.13
GEORGE SIPIN	10/24/2023	NAPA AUTO PARTS	ADAPTIVE COATED BRAKES-STOCK	603-5500-600.256.000	672.64
GEORGE SIPIN	10/25/2023	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	830.12

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	10/25/2023	BLACKSTONE CHEVROLET	POWER STEERING COOLER-STOCK	603-5500-600.256.000	132.32
GEORGE SIPIN	10/26/2023	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	3,024.54
GEORGE SIPIN	10/26/2023	BLACKSTONE CHEVROLET	RETURNED PARTS CREDIT	603-5500-600.256.000	(484.48)
GEORGE SIPIN	10/26/2023	MOTION & FLOW	3/8 CRIMP CNG LINE -RT#138	603-5500-600.256.000	22.11
GEORGE SIPIN	10/26/2023	NAPA AUTO PARTS	HUB BEARING ASSEMBLY'S-STOCK	603-5500-600.256.000	766.34
GEORGE SIPIN	10/27/2023	AZ BUS SALES	GAS LOW PROFILE SYSTEMS MODEL 435	603-5500-600.256.000	708.20
GEORGE SIPIN	10/27/2023	NELSON'S ACE HARDWARE	STEEL TURNBUCKLES-STOCK	603-5500-600.256.000	82.79
GEORGE SIPIN	10/30/2023	BLACKSTONE CHEVROLET	POWER STEERING COOLER-STOCK	603-5500-600.256.000	396.95
GEORGE SIPIN	10/30/2023	KINGSBURG SINCLAIR	PROPANE FOR SHOP HEATERS	603-5500-600.250.000	184.37
GEORGE SIPIN	10/31/2023	NAPA AUTO PARTS	ONE COATES BRAKES-STOCK	603-5500-600.256.000	311.13
GEORGE SIPIN	10/31/2023	NAPA AUTO PARTS	WHEEL SEALS-STOCK	603-5500-600.256.000	747.51
GEORGE SIPIN	10/31/2023	LES SCHWAB TIRES	ANGLE ALIGNMENT-RT#147	603-5500-600.400.000	85.00
GEORGE SIPIN	10/31/2023	OFFICE DEPOT	PRINTER INK CARTRIDGES	603-5500-600.250.000	579.63
GEORGE SIPIN	10/31/2023	NAPA AUTO PARTS	SEALS, COOLANT, OIL/AIR FILTERS, CONTROL ARMS-STOCK	603-5500-600.256.000	1,470.27
GEORGE SIPIN	10/31/2023	HOME DEPOT	DETAILING SUPPLIES	603-5500-600.250.000	330.11
GEORGE SIPIN	11/1/2023	NAPA AUTO PARTS	CARBURETORS, ONE COATED BRAKES-STOCK	603-5500-600.256.000	866.89
GEORGE SIPIN	11/1/2023	LES SCHWAB TIRES	ANGLE ALIGNMENT-RT#165	603-5500-600.400.000	85.00
GEORGE SIPIN	11/1/2023	BLACKSTONE CHEVROLET	DRIVE SHAFT FOR ARBOCS	603-5500-600.256.000	333.15
GEORGE SIPIN	11/1/2023	HOME DEPOT	HEATER FOR RESTROOM	603-5500-600.250.000	27.10
GEORGE SIPIN	11/2/2023	NAPA AUTO PARTS	PARKING BRAKE SHOES-STOCK	603-5500-600.256.000	246.63
GEORGE SIPIN	11/2/2023	CENTRAL SUPPLY COMPANY	CNG LINE -RT#195	603-5500-600.256.000	66.58
GEORGE SIPIN	11/2/2023	BLACKSTONE CHEVROLET	REAR DIFFERENTIAL GASKETS-STOCK	603-5500-600.256.000	25.96
GEORGE SIPIN	11/2/2023	BLACKSTONE CHEVROLET	BEARINGS FOR REAR END-STOCK	603-5500-600.256.000	139.11
GEORGE SIPIN	11/2/2023	NAPA AUTO PARTS	BRAKE ROTORS-STOCK	603-5500-600.256.000	1,849.75
GEORGE SIPIN	11/3/2023	BLACKSTONE CHEVROLET	DRIVELINE GASKETS-STOCK	603-5500-600.256.000	103.84
GEORGE SIPIN	11/6/2023	ALL AMERICAN GLASS	REPLACE LEFT DRIVER SIDE WINDSHIELD-RT#189	603-5500-600.400.000	1,358.90
GEORGE SIPIN	11/6/2023	LES SCHWAB TIRES	ANGLE ALIGNMENT-RT#161	603-5500-600.400.000	85.00
GEORGE SIPIN	11/6/2023	AMAZON	KEYS FOR OFFICE CABINET	603-5500-600.250.000	14.43
GEORGE SIPIN	11/6/2023	POWER TRANSMISSION & SUPPLY	PARKING BRAKE CABLES-STOCK	603-5500-600.256.000	296.40
GEORGE SIPIN	11/6/2023	NAPA AUTO PARTS	ADAPTIVE ONE BRAKE CALIPERS-STOCK	603-5500-600.256.000	321.56
GEORGE SIPIN	11/6/2023	NAPA AUTO PARTS	AIR/OIL FILTERS, HALOGEN SEALED BEAMS-STOCK	603-5500-600.256.000	117.46
GEORGE SIPIN	11/7/2023	NAPA AUTO PARTS	BRAKE ROTORS-RETURN CREDIT	603-5500-600.256.000	(1,849.75)
GEORGE SIPIN	11/7/2023	NAPA AUTO PARTS	OIL FILTERS-STOCK	603-5500-600.256.000	122.74
GEORGE SIPIN	11/7/2023	BLACKSTONE CHEVROLET	BEARINGS-STOCK	603-5500-600.256.000	389.14
GEORGE SIPIN	11/7/2023	AUTO ZONE	IGNITION WIRES & PLUGS-RT#122	603-5500-600.256.000	137.33
GEORGE SIPIN	11/7/2023	NAPA AUTO PARTS	IGNITION COILS, VALVE COVE GASKET SET-STOCK	603-5500-600.256.000	390.83
GEORGE SIPIN	11/7/2023	NAPA AUTO PARTS	BLOWER MOTOR RESISTORS, PANEL FILTERS-STOCK	603-5500-600.256.000	1,200.76
GEORGE SIPIN	11/7/2023	9150 STORQUEST	STORAGE UNIT RENTAL	603-5500-600.400.000	1,460.00
GEORGE SIPIN	11/8/2023	BASKIN AUTO UPHOLSTERY	RECOVER BUCKET SEATS-RT#149	603-5500-600.400.000	299.75
GEORGE SIPIN	11/8/2023	NAPA AUTO PARTS	PANEL FILTERS-CREDIT	603-5500-600.256.000	(8.16)
GEORGE SIPIN	11/8/2023	NAPA AUTO PARTS	CORE DEPOSITS-CREDIT	503-5500-600.256.000	(141.64)

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	11/8/2023	BLACKSTONE CHEVROLET	REAR END GASKET FOR ARBOCS-STOCK	503-5500-600.256.000	25.96
GEORGE SIPIN	11/8/2023	BLACKSTONE CHEVROLET	REAR DIFFERENTIAL INNER BEARINGS-STOCK	503-5500-600.256.000	306.41
GEORGE SIPIN	11/9/2023	NAPA AUTO PARTS	DEFECTIVE COIL PACKS-CREDIT	603-5500-600.256.000	(364.92)
GEORGE SIPIN	11/9/2023	NAPA AUTO PARTS	BRAKE ROTORS-STOCK	503-5500-600.256.000	1,555.68
GEORGE SIPIN	11/13/2023	FRONTIER FASTENER	SCREWS FOR WHEEL CHAIR RAMPS-STOCK	503-5500-600.256.000	2.02
GEORGE SIPIN	11/14/2023	INTERSTATE BATTERIES	BATTERIES-STOCK	503-5500-600.256.000	715.95
GEORGE SIPIN	11/14/2023	LES SCHWAB TIRES	ANGLE ALIGNMENT-RT#178	503-5500-600.400.000	85.00
GEORGE SIPIN	11/14/2023	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	2,213.68
GEORGE SIPIN	11/14/2023	JOE GAITAN TRUCKING	TOW RT#195-CARUTHERS TO SELMA	603-5500-600.400.000	555.00
GEORGE SIPIN	11/14/2023	JOE GAITAN TRUCKING	TOW RT#164-FRESNO TO SELMA	603-5500-600.400.000	462.50
GEORGE SIPIN	11/14/2023	JOE GAITAN TRUCKING	TOW RT#156-SANGER TO SELMA	603-5500-600.400.000	555.00
GEORGE SIPIN	11/14/2023	JOE GAITAN TRUCKING	TOW RT#188-REEDLEY TO SELMA	603-5500-600.400.000	555.00
GEORGE SIPIN	11/14/2023	JOE GAITAN TRUCKING	TOW RT#234-REEDLEY TO SELMA	603-5500-600.400.000	555.00
GEORGE SIPIN	11/14/2023	SAFETY-KLEEN SYSTEMS	ANTIFREEZE-STOCK	603-5500-600.256.000	55.00
GEORGE SIPIN	11/14/2023	MID TERM TERMINALS & CONNECTORS	FUSE HOLDERS, RING TERMINALS-STOCK	603-5500-600.256.000	84.19
GEORGE SIPIN	11/14/2023	NAPA AUTO PARTS	5 GALLON CAR WASH	603-5500-600.250.000	89.63
GEORGE SIPIN	11/15/2023	FLEETPRIDE	BREATHER FILTER FOR EL DORADOS-STOCK	603-5500-600.256.000	511.70
GEORGE SIPIN	11/15/2023	NAPA AUTO PARTS	WATER PUMPS, AIR FILTERS, FAN CLUTCHES-STOCK	603-5500-600.256.000	1,422.50
GEORGE SIPIN	11/16/2023	NAPA AUTO PARTS	SPARK PLUG WIRE SETS, PLUGS COILS-STOCK	603-5500-600.256.000	568.67
GEORGE SIPIN	11/17/2023	AZ BUS SALES	ENTRY DOOR CONTROLLER KITS-STOCK	603-5500-600.256.000	792.88
GEORGE SIPIN	11/17/2023	WALMART	KITCHEN/JANITORIAL SUPPLIES	603-5500-600.250.000	116.44
GEORGE SIPIN	11/17/2023	JOE GAITAN TRUCKING	TOW RT#218 FROM FRESNO TO SELMA	603-5500-600.400.000	462.50
GEORGE SIPIN	11/17/2023	ED DENA'S AUTO CENTER	REPAIR HEATER-RT#224	603-5500-600.400.000	689.26
GEORGE SIPIN	11/20/2023	FRONTIER FASTENER	SPLICERS, DRILL BITS-STOCK	603-5500-600.256.000	191.73
GEORGE SIPIN	11/20/2023	NAPA AUTO PARTS	LED MINIATURES-STOCK	603-5500-600.256.000	18.16
GEORGE SIPIN	11/22/2023	AZ BUS SALES	CUP HOLDERS FOR ARBOCS-STOCK	603-5500-600.256.000	152.73
JACOB DEL CID	11/9/2023	USPS	EXPRESS SHIP REFUND CHECK	100-1600-600.120.000	28.75
JACOB DEL CID	11/9/2023	SMITH SIGN & DECAL	3 NAME PLATES FOR NEW EMPLOYEES	100-1400-600.250.000	129.90
JANIE VENEGAS	10/27/2023	SMITH SIGN & DECAL	HR TECH NAME PLATE	100-1400-600.250.000	54.13
JANIE VENEGAS	11/1/2023	G'S RISTORANTE	MW PANEL LUNCHES (5 PANELISTS)	100-1400-600.250.000	109.23
JANIE VENEGAS	11/3/2023	SMITH SIGN & DECAL	CITY HALL NAME PLATES (21)	100-1400-600.250.000	909.30
JANIE VENEGAS	11/3/2023	CRUMBLE COOKIE	HEALTH BENEFITS FAIR ITEMS	100-1400-600.250.000	64.76
JANIE VENEGAS	11/6/2023	AMAZON	HEALTH BENEFITS FAIR ITEMS	100-1400-600.250.000	32.46
JANIE VENEGAS	11/8/2023	WAL-MART	HEALTH BENEFITS FAIR ITEMS	100-1400-600.250.000	175.93
JANIE VENEGAS	11/9/2023	SAVE MART	HEALTH BENEFITS FAIR ITEMS	100-1400-600.250.000	12.38
JANIE VENEGAS	11/15/2023	SUBWAY	RMA TRAINING 11/15/23 LUNCHES	100-1400-610.915.000	58.14
JANIE VENEGAS	11/15/2023	SUBWAY	RMA TRAINING 11/15/23 LUNCHES	100-1400-610.915.000	520.03
JESUS HERNANDEZ	10/23/2023	THE HOME DEPOT	REPAIRS SUPPLIES-DANISH BUILDING	702-9300-600.370.000	378.56
JESUS HERNANDEZ	10/24/2023	NELSON'S ACE HARDWARE	PAINT ROLLERS-STREETS	210-5400-600.250.000	9.99
JESUS HERNANDEZ	10/24/2023	NELSON'S ACE HARDWARE	N95 RESPIRATORS/SPRAY PAINT-PARKS	100-5300-600.250.000	39.97
JESUS HERNANDEZ	10/24/2023	NELSON'S ACE HARDWARE	PAINT & IRRIGATION SUPPLIES-PD	702-9300-600.250.000	137.27
JESUS HERNANDEZ	10/24/2023	THE HOME DEPOT	FLOWERS-DOWNTOWN FLOWERBEDS	210-5400-600.250.000	1,349.26

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JESUS HERNANDEZ	10/25/2023	FRANK'S TARPS	(2) 20X50 SHADE SCREENS-BLDGS.	702-9300-600.250.000	390.51
JESUS HERNANDEZ	10/25/2023	THE HOME DEPOT	REPAIRS SUPPLIES-DANISH BUILDING	702-9300-600.360.000	185.89
JESUS HERNANDEZ	10/25/2023	THE HOME DEPOT	REPAIRS SUPPLIES-DANISH BUILDING	702-9300-600.370.000	2.56
JESUS HERNANDEZ	10/26/2023	THE HOME DEPOT	REPAIRS SUPPLIES-DANISH BUILDING	702-9300-600.370.000	128.69
JESUS HERNANDEZ	10/27/2023	THE HOME DEPOT	REPAIRS SUPPLIES-DANISH BUILDING - CREDIT	702-9300-600.370.000	(54.61)
JESUS HERNANDEZ	10/27/2023	THE HOME DEPOT	REPAIRS SUPPLIES-DANISH BUILDING	702-9300-600.370.000	41.85
JESUS HERNANDEZ	10/28/2023	THE HOME DEPOT	STAPLES/STAPLE GUN - BAND FESTIVAL	210-5400-600.250.000	44.41
JESUS HERNANDEZ	10/28/2023	THE HOME DEPOT	DUCT TAPE - BAND FESTIVAL	210-5400-600.250.000	58.45
JESUS HERNANDEZ	10/31/2023	NELSON'S POWER CENTER	SERVICE EDGER-UNIT #4412	701-9200-600.375.000	282.94
JESUS HERNANDEZ	10/31/2023	NELSON'S POWER CENTER	SERVICE EDGER-UNIT #4403	701-9200-600.375.000	169.83
JESUS HERNANDEZ	10/31/2023	NELSON'S POWER CENTER	SERVICE EDGER-UNIT #4409	701-9200-600.375.000	164.02
JESUS HERNANDEZ	10/31/2023	NELSON'S POWER CENTER	SERVICE EDGER-UNIT #4214	701-9200-600.375.000	447.01
JESUS HERNANDEZ	10/31/2023	NELSON'S POWER CENTER	SERVICE EDGER-UNIT #4409	701-9200-600.375.000	298.98
JESUS HERNANDEZ	10/31/2023	NELSON'S POWER CENTER	SERVICE EDGER-UNIT #4415	701-9200-600.375.000	134.09
JESUS HERNANDEZ	10/31/2023	NELSON'S POWER CENTER	SERVICE EDGER-UNIT #4415	701-9200-600.375.000	103.01
JESUS HERNANDEZ	11/2/2023	NELSON'S ACE HARDWARE	SUPPLIES-REPAIR BARRICADES	210-5400-600.250.000	23.98
JESUS HERNANDEZ	11/2/2023	NELSON'S ACE HARDWARE	REPAIR SUPPLIES-FIRE ADMIN	702-9300-600.360.000	114.23
JESUS HERNANDEZ	11/2/2023	NELSON'S ACE HARDWARE	REPAIRS SUPPLIES-DANISH BUILDING	702-9300-600.360.000	317.41
JESUS HERNANDEZ	11/6/2023	THE HOME DEPOT	CORDLESS VAC-STREET TOOLS	210-5400-600.305.000	108.38
JESUS HERNANDEZ	11/6/2023	THE HOME DEPOT	REPAIR SUPPLIES-DANISH BUILDING	702-9300-600.360.000	166.71
JESUS HERNANDEZ	11/7/2023	INDUSTRIAL SAFETY GEAR	SAFETY VESTS-STREETS	210-9300-600.250.000	139.05
JESUS HERNANDEZ	11/7/2023	INDUSTRIAL SAFETY GEAR	SAFETY VESTS-PARKS	100-5300-600.250.000	139.05
JESUS HERNANDEZ	11/8/2023	FERGUSON	DRAIN GRATE-SHAFER PARK RESTROOM	702-9300-600.250.000	67.51
JESUS HERNANDEZ	11/8/2023	CENTRAL FLOOR SUPPLY	RESTROOM REPLACE COUNTERTOP-ART'S CENTER WOMEN'S SINK DRAIN EXTENSION TUBE-ART CENTER WOMEN'S'	702-9300-600.360.000	1,410.18
JESUS HERNANDEZ	11/8/2023	THE HOME DEPOT	RESTROOM	702-9300-600.360.000	36.49
JESUS HERNANDEZ	11/10/2023	THE HOME DEPOT	WOOD BLINDS-DANISH BUILDING	702-9300-600.250.000	260.62
JESUS HERNANDEZ	11/13/2023	THE HOME DEPOT	AA BATTERIES	702-9300-600.250.000	9.62
JESUS HERNANDEZ	11/13/2023	NELSON'S ACE HARDWARE	REPAIRS SUPPLIES -CITY YARD	702-9300-600.360.000	5.21
JESUS HERNANDEZ	11/13/2023	NELSON'S ACE HARDWARE	SPRAY PAINT-STREETS	210-5400-600.250.000	8.66
JESUS HERNANDEZ	11/13/2023	NELSON'S ACE HARDWARE	BLDG. REPAIR SUPPLIES-ART'S CENTER	702-9300-600.360.000	209.14
JESUS HERNANDEZ	11/13/2023	NELSON'S ACE HARDWARE	STAPLE BELLS FOR CABLES-DANISH BUILDING	702-9300-600.250.000	8.63
JESUS HERNANDEZ	11/14/2023	NELSON'S ACE HARDWARE	WALL HANGING CLIPS-DANISH BUILDING	702-9300-600.250.000	40.41
JESUS HERNANDEZ	11/14/2023	THE HOME DEPOT	IRRIGATION SUPPLIES-PD	702-9300-600.250.000	50.71
JESUS HERNANDEZ	11/15/2023	NELSON'S ACE HARDWARE	WIRE CONNECTORS-STREETS	702-9300-600.250.000	39.03
JESUS HERNANDEZ	11/15/2023	NELSON'S ACE HARDWARE	VALVE CONTROLS-ART'S CENTER	702-9300-600.360.000	4.33
JESUS HERNANDEZ	11/15/2023	NELSON'S ACE HARDWARE	PADLOCKS/KEYS	702-9300-600.250.000	52.00
JESUS HERNANDEZ	11/16/2023	THE HOME DEPOT	VOLTAGE TESTER W/FLASHLIGHT-STREETS	210-5400-600.305.000	32.51
JESUS HERNANDEZ	11/16/2023	THE HOME DEPOT	IRRIGATION SUPPLIES-PD MEMORIAL	702-9300-600.250.000	155.20
JESUS HERNANDEZ	11/17/2023	HOBBY LOBBY	ROLLER -STREET NAME SIGNS	210-5400-600.250.000	10.78
JESUS HERNANDEZ	11/21/2023	NELSON'S ACE HARDWARE	CABLE TIES/LED MINI LIGHTS-STREETS	210-5400-600.250.000	32.51

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JORDAN WEBSTER	11/10/2023	HOPPER TRAVEL	FLIGHT FOR TRAINING	100-2500-610.920.000	137.79
KELLI TELLEZ	11/6/2023	AMAZON	OFFICE CHAIR MAT	100-1600-600.250.000	(35.79)
KELLI TELLEZ	11/9/2023	AMAZON	RED TAGS	600-2600-600.250.000	54.20
KELLI TELLEZ	11/15/2023	WALMART	CHRISTMAS DÉCOR-HQ	600-2600-600.250.000	233.62
KELLI TELLEZ	11/16/2023	ADMINISTRATIVE FIRE SE	SAM'S ADMIN TRAINING	100-2500-610.900.000	36.31
KELLI TELLEZ	11/16/2023	WALMART	CHRISTMAS DÉCOR-HQ	600-2600-600.250.000	75.59
KELLI TELLEZ	11/16/2023	WALMART	CHRISTMAS DÉCOR-HQ	600-2600-600.250.000	55.43
KELLI TELLEZ	11/16/2023	WALMART	CHRISTMAS DÉCOR-HQ	600-2600-600.250.000	(49.59)
KELLI TELLEZ	11/16/2023	WALMART	CHRISTMAS DÉCOR-HQ	600-2600-600.250.000	(39.72)
KELLI TELLEZ	11/16/2023	WALMART	CHRISTMAS DÉCOR-HQ	600-2600-600.250.000	(35.64)
LISBETH MARTINEZ	10/25/2023	DOLLAR TREE	BASKETS FOR SR. CENTER CONDIMENTS	100-4500-600.250.000	16.27
LISBETH MARTINEZ	10/25/2023	WALMART	BREAKFAST ITEMS FOR SR. CENTER	100-4500-456.800.000	128.71
LISBETH MARTINEZ	10/26/2023	WALMART	GALLONS OF WATER FOR SR. CENTER	100-4500-456.800.000	18.70
LISBETH MARTINEZ	10/27/2023	WALMART	CRAYONS	100-4200-600.250.000	13.22
LISBETH MARTINEZ	10/27/2023	DOLLAR TREE	RAFFLE ITEMS FOR SR. CENTER	100-4200-600.250.000	16.56
LISBETH MARTINEZ	10/30/2023	WALMART	SODAS & DECORATIONS FOR HALLOWEEN	100-4500-456.800.000	173.67
LISBETH MARTINEZ	10/31/2023	DOMINO'S PIZZA	PIZZA FOR HALLOWEEN PARTY	100-4500-456.800.000	248.74
LISBETH MARTINEZ	11/3/2023	ORIENTAL TRADING	CRAFTS FOR GRINCHMAS	100-4100-656.905.000	386.97
LISBETH MARTINEZ	11/5/2023	AMAZON	CHRISTMAS TREES FOR GRINCHMAS	100-4100-656.905.000	728.10
LISBETH MARTINEZ	11/6/2023	WALMART	BREAKFAST ITEMS FOR SR. CENTER	100-4500-456.800.000	38.84
LISBETH MARTINEZ	11/14/2023	AMAZON	MARKERS FOR GRINCHMAS CRAFT	100-4100-656.905.000	67.97
LISBETH MARTINEZ	11/15/2023	WALMART	BREAKFAST ITEMS FOR SR. CENTER	100-4500-456.800.000	124.75
LISBETH MARTINEZ	11/16/2023	AMAZON	CHRISTMAS TREE REFUND	100-4100-656.905.000	(291.24)
LISBETH MARTINEZ	11/16/2023	AMAZON	CHRISTMAS TREE REFUND	100-4100-656.905.000	(291.24)
LISBETH MARTINEZ	11/16/2023	WALMART	BETTER CHRISTMAS TREES FOR GRINCHMAS	100-4100-656.905.000	676.88
LISBETH MARTINEZ	11/16/2023	WALMART	TABLE CLOTHS FOR THANKSGIVING LUNCH	100-4200-600.250.000	15.67
LISBETH MARTINEZ	11/17/2023	AMAZON	CHRISTMAS TREE REFUND	100-4100-656.905.000	(145.62)
LISBETH MARTINEZ	11/21/2023	HIGH STREET BOUTIQUE	RAFFLE ITEMS FOR SR. CENTER	100-4200-656.900.000	81.07
NESTOR GALVAN	10/23/2023	O'REILLY AUTO PARTS	UNIT 1006-PURGE VALVE	701-9200-600.256.000	20.96
NESTOR GALVAN	10/23/2023	NAPA AUTO PARTS	UNIT 8563-ALTERNATOR	701-9200-600.256.000	279.84
NESTOR GALVAN	10/24/2023	O'REILLY AUTO PARTS	UNIT 502-BELT TENSER	701-9200-600.256.000	44.57
NESTOR GALVAN	10/24/2023	CAMACHO TIRES	UNIT 193-TIRE INSTALL, BALANCE, VALVE STEM,		
NESTOR GALVAN	10/24/2023	NAPA AUTO PARTS	DISPOSAL, SENSOR AND PROGRAMMING	701-9200-600.255.000	195.00
NESTOR GALVAN	10/24/2023	NAPA AUTO PARTS	UNIT 502-AC COMPRESSOR, AIR FILTER, OIL FILTER	701-9200-600.256.000	294.42
NESTOR GALVAN	10/24/2023	NAPA AUTO PARTS	UNIT 502-AIR FILTER, AC COMPRESSOR	701-9200-600.256.000	291.53
NESTOR GALVAN	10/24/2023	NAPA AUTO PARTS	UNIT 199-THERMOSTAT AND O RING	701-9200-600.256.000	15.77
NESTOR GALVAN	10/24/2023	NAPA AUTO PARTS	MOUNTS FOR POLICE INTERCEPTORS-STOCK	701-9200-600.256.000	214.95
NESTOR GALVAN	10/24/2023	NAPA AUTO PARTS	BATTERIES-STOCK	701-9200-600.256.000	1,403.07
NESTOR GALVAN	10/24/2023	FAHRNEY FORD	UNIT 193-AUTO SERVICE REPAIR	701-9200-600.457.000	4,648.93
NESTOR GALVAN	10/24/2023	FAHRNEY FORD	UNIT 1006-PART	701-9200-600.256.000	174.64
NESTOR GALVAN	10/25/2023	CHEVROLET BUICK GMC OF SANGER	UNIT 731-MIRROR & COVER	701-9200-600.256.000	243.07
NESTOR GALVAN	10/25/2023	CAMACHO TIRES	UNIT 1402-TIRE REPAIR FORKLIFT	701-9200-600.255.000	75.00

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	10/25/2023	NAPA AUTO PARTS	BATTERIES	701-9200-600.256.000	(1,403.07)
NESTOR GALVAN	10/25/2023	NAPA AUTO PARTS	BATTERIES	701-9200-600.256.000	(247.63)
NESTOR GALVAN	10/25/2023	NAPA AUTO PARTS	UNIT 502-SPARK PLUG AND WIRE KIT	701-9200-600.256.000	245.88
NESTOR GALVAN	10/25/2023	NAPA AUTO PARTS	UNIT 502-RADIATOR CAP	701-9200-600.256.000	5.88
NESTOR GALVAN	10/26/2023	O'REILLY AUTO PARTS	UNIT 804-VENT CLEANER & CAR FOGGER	701-9200-600.256.000	24.93
NESTOR GALVAN	10/26/2023	NAPA AUTO PARTS	UNIT 1009-AIR FILTERS	701-9200-600.256.000	38.68
NESTOR GALVAN	10/27/2023	GIBBS INTERNATIONAL INC	UNIT 1315-TENSIONER & BELT	701-9200-600.256.000	229.70
NESTOR GALVAN	10/30/2023	NAPA AUTO PARTS	SHOP SUPPLIES- BURGA CLIP	701-9200-600.250.000	70.73
NESTOR GALVAN	10/30/2023	NAPA AUTO PARTS	UNIT 1315-AIR FILTERS & OIL FILTERS	701-9200-600.256.000	365.95
NESTOR GALVAN	10/31/2023	O'REILLY AUTO PARTS	UNIT 502-FUEL INJECTOR, GASKET	701-9200-600.256.000	365.16
NESTOR GALVAN	10/31/2023	NAPA AUTO PARTS	AIR FILTER RETURN	701-9200-600.256.000	(16.88)
NESTOR GALVAN	10/31/2023	NAPA AUTO PARTS	UNIT 8561-FLEET PADS	701-9200-600.256.000	(141.97)
NESTOR GALVAN	10/31/2023	NAPA AUTO PARTS	UNIT 8561-ROTORS & BRAKE PADS	701-9200-600.256.000	888.69
NESTOR GALVAN	10/31/2023	NAPA AUTO PARTS	UNIT 8561-PADS	701-9200-600.256.000	120.93
NESTOR GALVAN	10/31/2023	NAPA AUTO PARTS	UNIT 1315-FILTERS	701-9200-600.256.000	120.29
NESTOR GALVAN	11/1/2023	O'REILLY AUTO PARTS	UNIT 193-SPARK PLUG	701-9200-600.256.000	34.17
NESTOR GALVAN	11/1/2023	CAMACHO TIRES	UNIT 4628-LAWN MOWER TIRE DISMOUNT LABOR	701-9200-600.375.000	55.00
NESTOR GALVAN	11/2/2023	O'REILLY AUTO PARTS	UNIT 8561-CABIN FILTER, VENT CLEANER, CAR FOGGER	701-9200-600.256.000	97.15
NESTOR GALVAN	11/2/2023	NAPA AUTO PARTS	UNIT 4628-WHEEL BOLT	701-9200-600.256.000	19.47
NESTOR GALVAN	11/2/2023	NAPA AUTO PARTS	SHOP SUPPLIES-SHOCKS	701-9200-600.256.000	1,192.90
NESTOR GALVAN	11/2/2023	NAPA AUTO PARTS	SHOP SUPPLIES-STRUT MOUNT	701-9200-600.256.000	291.43
NESTOR GALVAN	11/6/2023	O'REILLY AUTO PARTS	UNIT 4628-LUG NUT	701-9200-600.256.000	17.46
NESTOR GALVAN	11/6/2023	NAPA AUTO PARTS	UNIT 4628-WHEEL BOLTS	701-9200-600.256.000	(3.16)
NESTOR GALVAN	11/6/2023	NAPA AUTO PARTS	UNIT 503-BLOWER MOTOR SWITCH & HARNESS	701-9200-600.256.000	46.16
NESTOR GALVAN	11/7/2023	TIFCO INDUSTRIES INC	SAFETY GLASSES	701-9200-600.250.000	53.89
NESTOR GALVAN	11/7/2023	O'REILLY AUTO PARTS	UNIT 1402-ANITFREEZE	701-9200-600.254.000	23.85
NESTOR GALVAN	11/7/2023	NAPA AUTO PARTS	UNIT 502-SWITCH-AC/HEATER, CERAMIC WIRE SET	701-9200-600.256.000	(192.80)
NESTOR GALVAN	11/7/2023	NAPA AUTO PARTS	STOCK PARTS- SENSORS	701-9200-600.256.000	46.83
NESTOR GALVAN	11/7/2023	NAPA AUTO PARTS	UNIT 719-ALTERNATOR AND SERPENTINE BELT	701-9200-600.256.000	258.62
NESTOR GALVAN	11/8/2023	O'REILLY AUTO PARTS	UNIT 716-BATTERY	701-9200-600.256.000	190.34
NESTOR GALVAN	11/8/2023	O'REILLY AUTO PARTS	UNIT 276-OIL FILTER, OIL, AIR FILTER, CABIN FILTER	701-9200-600.256.000	92.01
NESTOR GALVAN	11/8/2023	CAMACHO TIRES	UNIT 276-TIRE, INSTALL, BALANCE, AND DISPOSAL	701-9200-600.255.000	235.00
NESTOR GALVAN	11/8/2023	CAMACHO TIRES	UNIT 276-PROGRAMMING-RELEARN	701-9200-600.457.000	40.00
NESTOR GALVAN	11/8/2023	CAMACHO TIRES	UNIT 194-LABOR, VALVE STEM, DISPOSAL	701-9200-600.255.000	180.00
NESTOR GALVAN	11/9/2023	O'REILLY AUTO PARTS	UNIT 231-BATTERY	701-9200-600.256.000	54.34
NESTOR GALVAN	11/9/2023	O'REILLY AUTO PARTS	UNIT 199-GASKET, THERMOSTAT	701-9200-600.256.000	18.97
NESTOR GALVAN	11/9/2023	CAMACHO TIRES	UNIT 184-TIRE REPAIR	701-9200-600.255.000	25.00
NESTOR GALVAN	11/9/2023	NAPA AUTO PARTS	UNIT 199-THERMOSTAT	701-9200-600.256.000	12.26
NESTOR GALVAN	11/13/2023	O'REILLY AUTO PARTS	UNIT 720-EXTERIOR DRIVERS HANDLE	701-9200-600.256.000	28.94
NESTOR GALVAN	11/13/2023	O'REILLY AUTO PARTS	UNIT 187-TRANSMISSION MOUNT	701-9200-600.256.000	257.52

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	11/14/2023	CAMACHO TIRES	UNIT 190-TIRE INSTALL, BALANCE, VALVE STEM, DISPOSAL	701-9200-600.255.000	90.00
NESTOR GALVAN	11/14/2023	NAPA AUTO PARTS	STOCK PARTS-DEXCOOL, WIPER BLADES, MOUNT, AIR FILTERS, BRAKE PADS, ROTORS, OIL FILTERS	701-9200-600.256.000	717.16
NESTOR GALVAN	11/14/2023	NAPA AUTO PARTS	UNIT 804-POWER BRAKE BOOSTER	701-9200-600.256.000	286.09
NESTOR GALVAN	11/14/2023	NAPA AUTO PARTS	UNIT 232-AIR FILTER, CABIN AIR FILTER, OIL FILTER	701-9200-600.256.000	25.31
NESTOR GALVAN	11/14/2023	NAPA AUTO PARTS	STOCK PARTS POLICE INTERCEPTORS-STRUT MOUNTS X 4	701-9200-600.256.000	600.79
NESTOR GALVAN	11/14/2023	FAHRNEY FORD	UNIT 804-DIAGNOSTIC	701-9200-600.457.000	300.00
NESTOR GALVAN	11/15/2023	O'REILLY AUTO PARTS	UNIT 804- POWER STEERING WASHER	701-9200-600.256.000	7.14
NESTOR GALVAN	11/15/2023	NAPA AUTO PARTS	STOCK PARTS-SHOCKS X 4	701-9200-600.256.000	1,229.61
NESTOR GALVAN	11/16/2023	CAMACHO TIRES	UNIT 187-TIRE INSTALL, BALANCE, VALVE STEM, DISPOSAL	701-9200-600.255.000	45.00
NESTOR GALVAN	11/17/2023	NAPA AUTO PARTS	UNIT 719-SHOCK, SUSPENSION CONTROL ARMS	701-9200-600.255.000	255.91
NESTOR GALVAN	11/20/2023	CAMACHO TIRES	TIRE DISPOSAL FOR PUBLIC WORKS	701-9200-600.255.000	79.00
NESTOR GALVAN	11/20/2023	NAPA AUTO PARTS	UNIT 717-BRAKE HOSE	701-9200-600.255.000	31.48
NESTOR GALVAN	11/20/2023	NAPA AUTO PARTS	UNIT 719-SHOCKS	701-9200-600.255.000	130.84
NESTOR GALVAN	11/21/2023	CAMACHO TIRES	UNIT 1208-TIRE, LABOR, DISPOSAL	701-9200-600.255.000	550.00
NICOLETTE ANDERSEN	10/24/2023	CUSTOMINK	SAC MEAN GIRLS- T-SHIRTS	605-4300-656.910.000	686.65
NICOLETTE ANDERSEN	10/26/2023	HOME DEPOT.COM	SAC- RIDE THE CYCLONE SET SUPPLIES	605-4300-656.910.000	137.76
NICOLETTE ANDERSEN	10/27/2023	AMAZON	SAC- RIDE THE CYCLONE PROPS SUPPLIES	605-4300-656.910.000	30.36
NICOLETTE ANDERSEN	10/27/2023	BROADWAY SAN FRANCISCO	SAC - SACTEEN TICKETS TO LION KING	605-4300-656.910.000	3,000.00
NICOLETTE ANDERSEN	10/27/2023	BROADWAY SAN FRANCISCO	SAC - SACTEEN TICKETS TO LION KING	605-4300-656.910.000	2,251.50
NICOLETTE ANDERSEN	10/27/2023	SLACK	SAC- MARKETING PLATFORM	605-4300-656.910.000	61.25
NICOLETTE ANDERSEN	10/29/2023	THE HOME DEPOT	SAC- RIDE THE CYCLONE SET SUPPLIES	605-4300-656.910.000	274.52
NICOLETTE ANDERSEN	10/30/2023	AUTOZONE	SAC- BATTERIES CHARGER FOR LIFT	605-4300-600.250.000	56.40
NICOLETTE ANDERSEN	10/30/2023	THE HOME DEPOT	SAC- RIDE THE CYCLONE SET SUPPLIES	605-4300-656.910.000	92.50
NICOLETTE ANDERSEN	11/6/2023	FASTSIGNS	SAC - RIDE THE CYCLONE LOBBY POSTER	605-4300-656.910.000	46.47
NICOLETTE ANDERSEN	11/6/2023	NELSONS ACE HARDWARE	SAC - RIDE THE CYCLONE SET SUPPLIES	605-4300-656.910.000	29.27
NICOLETTE ANDERSEN	11/6/2023	THE HOME DEPOT	SAC- RIDE THE CYCLONE SET SUPPLIES	605-4300-656.910.000	36.24
NICOLETTE ANDERSEN	11/7/2023	AMAZON	SAC -RIDE THE CYCLONE PROP SUPPLIES	605-4300-656.910.000	43.36
NICOLETTE ANDERSEN	11/7/2023	AMAZON	SAC- RIDE THE CYCLONE SET SUPPLIES	605-4300-656.910.000	44.29
NICOLETTE ANDERSEN	11/7/2023	SAVEMART	SAC- RIDE THE CYCLONE SNACK BAR	605-4300-656.910.000	28.99
NICOLETTE ANDERSEN	11/7/2023	THE HOME DEPOT	SAC - RIDE THE CYCLONE SET SUPPLIES	605-4300-656.910.000	171.48
NICOLETTE ANDERSEN	11/7/2023	THE HOME DEPOT	SAC - RIDE THE CYCLONE SET SUPPLIES	605-4300-656.910.000	56.34
NICOLETTE ANDERSEN	11/8/2023	AMAZON	SAC - RIDE THE CYCLONE BATTERIES & TAPE	605-4300-656.910.000	151.16
NICOLETTE ANDERSEN	11/8/2023	AMAZON	SAC - RIDE THE CYCLONE SET SUPPLIES	605-4300-656.910.000	228.32
NICOLETTE ANDERSEN	11/9/2023	AMAZON PRIME	SAC - PRIME MEMBERSHIP	605-4300-600.400.000	16.26
NICOLETTE ANDERSEN	11/10/2023	GOOGLE STORAGE	SAC - GOOGLE DRIVE STORAGE	605-4300-656.910.000	19.99
NICOLETTE ANDERSEN	11/15/2023	DREAM HOST	SAC - WEB HOSTING	605-4300-656.910.000	5.00
POLICE DEPARTMENT NO 1	11/3/2023	PETCO	DOG FOOD	100-2200-600.250.000	133.92
POLICE DEPARTMENT NO 1	11/5/2023	SAFARILAND	DUTY BELTS	100-2200-600.250.000	512.56

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
POLICE DEPARTMENT NO 1	11/6/2023	ARROWHEAD	EVIDENCE SUPPLIES	100-2200-600.250.000	319.83
POLICE DEPARTMENT NO 1	11/20/2023	SAVE MART	DELI SANDWICHES - TRAINING ANN CARRIZALES	100-2200-600.250.000	159.96
RENE GARZA	10/25/2023	76 GAS STATION	FUEL	701-9200-600.257.000	63.20
RENE GARZA	11/2/2023	76 GAS STATION	FUEL	701-9200-600.257.000	62.79
RENE GARZA	11/13/2023	76 GAS STATION	FUEL	701-9200-600.257.000	49.28
RENE GARZA	11/14/2023	NELSON'S HARDWARE	KEYS FOR EVIDENCE	100-2100-600.250.000	11.36
RENE GARZA	11/20/2023	AMAZON	I-PAD FOR UAV DRONE	100-2100-600.250.000	437.89
REYNA RIVERA	10/28/2023	CANVA	SUBSCRIPTION	100-1700-600.215.000	27.49
RICHARD FIGUEROA	10/26/2023	76 GAS STATION	FUEL - EVIDENCE TECH JONES	701-9200-600.257.000	51.66
RICHARD FIGUEROA	11/6/2023	BLADE TECH	TASER THIGH HOLSTERS	100-2200-600.250.000	416.67
RICHARD FIGUEROA	11/16/2023	THE HOME DEPOT	EARPLUGS - RANGE	100-2200-600.250.000	9.75
RICHARD FIGUEROA	11/17/2023	AMAZON	BATTERIES - RIFLE RED-DOTS / TLR FLASHLIGHTS	100-2200-600.250.000	54.45
RICHARD FIGUEROA	11/22/2023	WE THE PEOPLE	HOLSTERS - P320 COMPACT	100-2200-600.250.000	271.20
ROBYN LEWIS	10/24/2023	AMAZON	SUPPLIES	100-2200-600.250.000	18.36
ROBYN LEWIS	10/24/2023	AMAZON	SUPPLIES-EVIDENCE	100-2200-600.250.000	45.33
ROBYN LEWIS	10/25/2023	AMAZON	SUPPLIES-DETECTIVES UNIT	100-2200-600.250.000	47.15
ROBYN LEWIS	10/25/2023	AMAZON	SUPPLIES	100-2200-600.250.000	27.32
ROBYN LEWIS	10/27/2023	AMAZON	SUPPLIES-USB'S AND WHITE NOISE MACHINES-EVID.	100-2200-600.250.000	110.49
ROBYN LEWIS	10/30/2023	AMAZON	REFUND-CREDIT	100-2200-600.250.000	(38.47)
ROBYN LEWIS	11/2/2023	GALLS	BOOTS FOR CADET ACEVES	100-2200-600.250.000	63.69
ROBYN LEWIS	11/3/2023	AMAZON	SUPPLIES	100-2200-600.250.000	14.73
ROBYN LEWIS	11/6/2023	AMAZON	SUPPLIES-DETECTIVES UNIT	100-2200-600.250.000	57.80
ROBYN LEWIS	11/8/2023	LYNN PEAVY CO	SUPPLIES-EVIDENCE-GUN BOXES	100-2200-600.250.000	167.78
ROBYN LEWIS	11/8/2023	AMAZON	SNACK BAR - HEALTHCARE DISTRICT DONATION	800-0000-121.000.000	133.35
ROBYN LEWIS	11/8/2023	AMAZON	SUPPLIES-EVIDENCE-CORRUGATED BOXES	100-2200-600.250.000	93.26
ROBYN LEWIS	11/14/2023	MVP MEDIA NETWORK	SOCIAL MEDIA STRATEGIES TRAINING-R. LEWIS	100-2100-610.915.000	349.00
ROBYN LEWIS	11/16/2023	GALLS	BOOTS FOR CADET GREER AND CADET NOGALEZ	100-2200-600.250.000	167.75
ROBYN LEWIS	11/16/2023	COSTCO	SNACK BAR - HEALTHCARE DISTRICT DONATION	800-0000-121.000.000	122.81
ROBYN LEWIS			SUPPLIES-WINDOW PRIVACY FILM FOR DETECTIVES		
ROBYN LEWIS	11/19/2023	AMAZON	DOOR	100-2200-600.250.000	9.75
RUDOLFO ALCARAZ	10/25/2023	SAM'S CLUB	SNACK BAR - HEALTHCARE DISTRICT DONATION	800-0000-121.000.000	183.98
RUDOLFO ALCARAZ	11/14/2023	GULF OIL GAS STATION	FUEL	701-9200-600.257.000	50.00
RUDOLFO ALCARAZ	11/17/2023	76 GAS STATION	FUEL	701-9200-600.257.000	76.00
RUDOLFO ALCARAZ	11/20/2023	JOCY'S MEXICAN RESTAURANT	STAFF MEETING BREAKFAST	100-2300-600.400.000	142.00
RUDOLFO ALCARAZ	11/21/2023	COSTCO	PASTRIES FOR AFTER THE FIGHT TRAINING	100-2300-600.400.000	33.98
TIFFANY FLORES	10/24/2023	HARRAH'S HOTEL LV	APC 2023 CONFERENCE: PARKING REFUND	100-1300-610.920.000	(34.01)
TIFFANY FLORES	10/24/2023	HARRAH'S HOTEL LV	APC 2023 CONFERENCE	100-1300-610.920.000	310.40
TIFFANY FLORES	10/25/2023	NAYAX PARKING	APC 2023 CONFERENCE: PARKING	100-1300-610.920.000	41.00
TIFFANY FLORES	10/25/2023	NAYAX PARKING	APC 2023 CONFERENCE: PARKING REFUND	100-1300-610.920.000	(41.00)
TIFFANY FLORES	10/28/2023	COSTCO	SUPPLIES: COMMUNITY HALLOWEEN EVENT	100-1300-600.250.000	173.91
TIFFANY FLORES	10/30/2023	TARGET	EMPLOYEE APPRECIATION: GIFT CARDS	100-1300-610.000.000	50.00
TIFFANY FLORES	11/9/2023	THE BEARS DEN	EMPLOYEE APPRECIATION: DONUTS	100-1300-610.000.000	33.28

US BANK INVOICE FOR CALCARD CHARGES: 10/24/23-11/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
TIFFANY FLORES	11/9/2023	AMAZON	EMPLOYEE APPRECIATION: GIFT CARDS	100-1300-610.000.000	16.22
TIFFANY FLORES	11/13/2023	AMAZON	EMPLOYEE APPRECIATION: MILANO COOKIES	100-1300-600.250.000	26.99
TIFFANY FLORES	11/15/2023	DROPBOX	SUBSCRIPTION	100-1300-610.900.000	19.99
TIFFANY FLORES	11/15/2023	TARGET.COM	SUPPLIES: CHRISTMAS TREE	100-1300-600.250.000	160.88
TIFFANY FLORES	11/16/2023	TARGET	SUPPLIES: FOLDERS	100-1300-600.250.000	8.49
TIFFANY FLORES	11/17/2023	DONUT CAFÉ	EMPLOYEE APPRECIATION: DONUTS	100-1300-610.000.000	47.30
TIM CANNON	11/3/2023	SHELL OIL GAS STATION	FUEL	701-9200-600.257.000	75.00
					<u>93,397.34</u>

CITY MANAGER'S/STAFF'S REPORT

CITY COUNCIL, PARKING AUTHORITY AND SUCCESSOR AGENCY

MEETING DATE:

January 16, 2024

ITEM NO: 1.A.

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A PARKING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE CITY COUNCIL SHALL BE THE PARKING AUTHORITY AND DESIGNATING AN INTERIM CHAIRPERSON AND VICE-CHAIRPERSON OF THE PARKING AUTHORITY

ITEM NO: 1.B.

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

ITEM NO: 1.C.

SUBJECT: A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF SELMA AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

ITEM NO: 1.D.

SUBJECT: RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY FOR THE SELMA REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

BACKGROUND: On February 18, 1992, the City of Selma (the “City”) and the Selma Redevelopment Agency (the “Agency”), entered into a Joint Exercise of Powers Agreement (the “Agreement”) creating the Selma Public Financing Authority (the “Authority”), pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the “Act”) for the purpose of, among other things, issuing bonds to be used to provide financing for public capital improvements of the City.

On June 28, 2011, the California Legislature adopted ABx1 26 (“ABx1 26”) to, inter alia, dissolve existing redevelopment agencies, including the Agency. The California Supreme Court substantially upheld the provisions of ABx1 26 on December 29, 2011, resulting in the dissolution of the Agency on February 1, 2012. Thereafter, the City became the successor agency to the Agency (the “Successor Agency”) by operation of ABx1 26.

In light of the dissolution of the Agency pursuant to ABx1 26, the City now desires to replace the Successor Agency as a member of the Authority with a different public entity. City staff has identified the formation of a parking authority by the City (the “Parking Authority”) as an expedient and cost effective means to create a public entity that can replace the Successor Agency as a member of the Authority.

The California Parking Law of 1949, Streets and Highways Code Section 32500, et seq. (the “Law”), authorizes the formation and activation of a parking authority in every city and county. The Law empowers a parking authority to carry out a broad range of activities, such as transferring, leasing, managing or improving property, issuing bonds and receiving and expending revenues.

Under the Law, the formation of a parking authority involves the City Council’s consideration and adoption of a resolution stating that there is a need for a parking authority in the City. Once formed, the Parking Authority would be a distinct legal entity from the City (similar to a redevelopment agency prior to dissolution) with a separate governing board. The City Council would serve as the governing board for the Parking Authority. Initially, the Mayor would serve as Interim Chairperson and the Mayor Pro Tem would serve as Interim Vice-Chairperson.

To meet the objectives of the City, the Agreement will be amended to (i) add the Parking Authority as a member and (ii) remove the Successor Agency as a member. In addition, an officer designated the Executive Director will be created (which will be the City Manager), with power to sign contracts as the Authority may approve. Certain routine actions will be streamlined, including appointment of the Chair (Mayor) and Vice-Chair (Mayor Pro Tem), appointment of Secretary (City Clerk) and establishment of regular meeting dates that align with the City Council regular meeting dates.

DISCUSSION: The formation of the Parking Authority would provide a public entity that is a distinct legal entity from the City that can replace the Successor Agency as a member of the Authority. The other amendments would allow for an Executive Director (City Manager) to help administer the Authority and streamline certain routine actions.

FISCAL IMPACT: The formation of the Parking Authority would not have a fiscal impact on the City. Accordingly, the formation of the Parking Authority provides a cost effective and efficient means to replace the Successor Agency as a member of the Authority.

RECOMMENDATION: Adopt each of the resolutions.

_____/s/_____
Fernando Santillan
City Manager

_____/01/09/2024_____
Date

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A PARKING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE CITY COUNCIL SHALL BE THE PARKING AUTHORITY, AND DESIGNATING AN INTERIM CHAIRPERSON AND VICE-CHAIRPERSON OF THE PARKING AUTHORITY

WHEREAS, the Parking Law of 1949 is codified in California Streets & Highways Code Sections 32500, *et seq.* (“Law”); and

WHEREAS, Section 32650 of the Law provides that in every city, including the City of Selma (“City”), there is a public body corporate and politic known as the parking authority of the city (“Parking Authority”); and

WHEREAS, Section 32651 of the Law additionally provides that the Parking Authority shall not transact business or exercise its power unless the City Council, as the governing body of the City, declares by Resolution that there is a need for a Parking Authority to function in the City; and

WHEREAS, Section 32661.1 of the Law provides that the City Council may declare by Resolution that the members of the City Council shall be the members of the Parking Authority; and

WHEREAS, Section 32658 of the Law provides that the Mayor of the City shall designate an interim chairperson of the Parking Authority from among the members of the Parking Authority, and thereafter the Parking Authority shall select the successor chairperson from among its members.

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

SECTION 1. Findings. The City Council finds and declares that there is a need for a Parking Authority to function in the City, and the Parking Authority hereby is established and permitted to transact any business and exercise any power inferred thereon by the provisions of the Law.

SECTION 2. City Councilmembers to Serve as Members of the Parking Authority. Pursuant to Section 32661.1 of the Law, the City Council finds that the appointment of the members of the City Council as the members of the Parking Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the members of the City Council are hereby declared to be members of the Parking Authority and all the rights, powers, duties, privileges and immunities that are vested by the Law in such a Parking Authority shall be vested in such members, except as otherwise provided by the Law.

SECTION 3. Designation of Interim Chairperson and Vice-Chairperson. The Mayor of the City shall serve as the interim Chairperson of the Parking Authority, until a permanent Chairperson is selected. The Mayor Pro-Tem shall serve as the interim Vice-Chairperson, until a permanent Vice-Chairperson is selected.

PASSED, APPROVED, AND ADOPTED this 16th day of January 2024, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING THE EXECUTION AND DELIVERY OF AN
AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT
AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION
THEREWITH**

WHEREAS, on February 18, 1992, the City of Selma (the “City”) and the Selma Redevelopment Agency (the “Agency”), entered into a Joint Exercise of Powers Agreement, as amended (together, the “Agreement”) creating the Selma Public Financing Authority (the “Authority”), pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the “Act”) for the purpose of, among other things, issuing its bonds to be used to provide financing for public capital improvements of the City; and

WHEREAS, the Agency was dissolved effective February 1, 2012, by way of Assembly Bill x1 26 (as subsequently amended from time to time, the “Dissolution Act”); and

WHEREAS, the City elected to serve as the “successor agency” to the Agency (“Successor Agency”) by operation of the Dissolution Act, and the Successor Agency is a separate and independent legal entity from the City charged with expeditiously “winding down” the affairs of the Agency; and

WHEREAS, the City and the Successor Agency desire to amend the Agreement pursuant to Section 8.05 thereof to add the Parking Authority of the City of Selma (the “Parking Authority”) as a member thereunder and for certain other purposes; and

WHEREAS, following amendment of the Agreement to add the Parking Authority as a member, the Successor Agency desires to be removed as a member of the Authority.

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

SECTION 1. Recitals. All of the above recitals are true and correct and the City Council so finds.

SECTION 2. Amendment to Joint Exercise of Powers Agreement. The Amendment to Joint Exercise of Powers Agreement, by and among the Authority, the Parking Authority and the Successor Agency (the “Amendment”), in substantially the form attached hereto as Exhibit A, is hereby approved by the City Council. The Mayor or the City Manager (each, an “Authorized Representative”) is hereby authorized and directed, for and in the name of the City to execute and deliver the Amendment in such form, together with such changes, insertions and omissions as may be approved by the Authorized Representative executing the Amendment, such execution to be conclusive evidence of such approval. The City Council hereby authorizes the delivery and performance of the Amendment and all actions necessary or advisable in connection with the execution and delivery thereof.

SECTION 3. Other Actions. The Authorized Representatives are hereby authorized, individually and collectively, to take all actions and execute any and all documents, certificates and other instruments which they may deem necessary or advisable to consummate the execution and delivery of the Amendment and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. All actions heretofore taken by the Authorized Representatives, the City’s other officers, or their respective designees, and the employees and agents of the City, in connection with the matters described in this Resolution and the Amendment are hereby ratified, approved and confirmed.

SECTION 4. Costs and Expenses of the City. The City shall be responsible for all costs and expenses incurred by the City in connection with the Amendment.

SECTION 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of January 2024, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

EXHIBIT A

[See attached.]

RESOLUTION NO. _____

A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF SELMA AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, on February 18, 1992, the City of Selma (the “City”) and the Selma Redevelopment Agency (the “Agency”), entered into a Joint Exercise of Powers Agreement, as amended (together, the “Agreement”) creating the Selma Public Financing Authority (the “Authority”), pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the “Act”) for the purpose of, among other things, issuing its bonds to be used to provide financing for public capital improvements of the City; and

WHEREAS, the Agency was dissolved effective February 1, 2012, by way of Assembly Bill x1 26 (as subsequently amended from time to time, the “Dissolution Act”); and

WHEREAS, the City elected to serve as the “successor agency” to the Agency (“Successor Agency”) by operation of the Dissolution Act, and the Successor Agency is a separate and independent legal entity from the City charged with expeditiously “winding down” the affairs of the Agency; and

WHEREAS, the City and the Successor Agency desire to amend the Agreement pursuant to Section 8.05 thereof to add the Parking Authority of the City of Selma (the “Parking Authority”) as a member thereunder and for certain other purposes; and

WHEREAS, the Parking Authority desires to become a member of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Parking Authority of the City of Selma, as follows:

SECTION 1. Amendment to Joint Exercise of Powers Agreement. The Amendment to Joint Exercise of Powers Agreement, by and among the City, the Parking Authority and the Successor Agency (the “Amendment”), in substantially the form attached hereto as Exhibit A, is hereby approved by the Board. The Chairperson of the Parking Authority or the Executive Director (each, an “Authorized Representative”) is hereby authorized and directed, for and in the name of the Parking Authority to execute and deliver the Amendment in such form, together with such changes, insertions and omissions as may be approved by the Authorized Representative executing the Amendment, such execution to be conclusive evidence of such approval. The Board hereby authorizes the delivery and performance of the Amendment and all actions necessary or advisable in connection with the execution and delivery thereof.

SECTION 2. Designation of Interim Chairperson and Vice-Chairperson. The Mayor of the City shall serve as the interim Chairperson of the Parking Authority, until a permanent Chairperson is selected. The Mayor Pro-Tem shall serve as the interim Vice-Chairperson, until a permanent Vice-Chairperson is selected.

SECTION 3. Appointment of Executive Director and Secretary. The City Manager of the City is appointed and shall serve ex officio as the Executive Director of the Parking Authority. The City Clerk of the City is appointed and shall serve ex officio as the Secretary of the Parking Authority. The City Attorney of the City is appointed and shall serve ex officio as legal counsel to the Parking Authority. Each shall serve without additional compensation.

SECTION 4. Other Actions. The Authorized Representatives hereby authorized, individually and collectively, to take all actions and execute any and all documents, certificates and other instruments which they may deem necessary or advisable to consummate the execution and delivery of the Amendment and to carry out, give effect to and comply with the terms and intent of this Resolution. All actions heretofore taken by the Authorized Representatives, the Parking Authority's other officers, or their respective designees, and the employees and agents of the Parking Authority, in connection with the matters described in this Resolution, the Amendment is hereby ratified, approved and confirmed.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of January 2024, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:

Scott Robertson,
Chairperson of the Parking Authority of
the City of Selma

ATTEST:

Reyna Rivera, Secretary of the Parking Authority
of the City of Selma

EXHIBIT A

[See attached.]

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY FOR THE SELMA REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, on February 18, 1992, the City of Selma (the “City”) and the Selma Redevelopment Agency (the “Agency”), entered into a Joint Exercise of Powers Agreement, as amended (together, the “Agreement”) creating the Selma Public Financing Authority (the “Authority”), pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the “Act”) for the purpose of, among other things, issuing its bonds to be used to provide financing for public capital improvements of the City; and

WHEREAS, the Agency was dissolved effective February 1, 2012, by way of Assembly Bill x1 26 (as subsequently amended from time to time, the “Dissolution Act”); and

WHEREAS, the City elected to serve as the “successor agency” to the Agency (“Successor Agency”) by operation of the Dissolution Act, and the Successor Agency is a separate and independent legal entity from the City charged with expeditiously “winding down” the affairs of the Agency; and

WHEREAS, the City and the Successor Agency desire to amend the Agreement pursuant to Section 8.05 thereof to add the Parking Authority of the City of Selma (the “Parking Authority”) as a member thereunder and for certain other purposes; and

WHEREAS, following amendment of the Agreement to add the Parking Authority as a member, the Successor Agency desires to be removed as a member of the Authority.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, FOUND AND ORDERED by the Board of the Successor Agency (the “Board”), as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board so finds.

Section 2. Amendment to Joint Exercise of Powers Agreement. The Amendment to Joint Exercise of Powers Agreement, by and among the City, the Parking Authority and the Successor Agency (the “Amendment”), in substantially the form attached hereto as Exhibit A, is hereby approved by the Board. Any Board Member, the City Manager or their respective designees (each, an “Authorized Representative”) is hereby authorized and directed, for and in the name of the Successor Agency to execute and deliver the Amendment in such form, together with such changes, insertions and omissions as may be approved by the Authorized Representative executing the Amendment, such execution to be conclusive evidence of such approval. The Board hereby authorizes the delivery and performance of the

Amendment and all actions necessary or advisable in connection with the execution and delivery thereof.

Section 3. Other Actions. The Authorized Representatives and other officers of the Successor Agency are hereby authorized, individually and collectively, to take all actions and execute any and all documents, certificates and other instruments which they may deem necessary or advisable to consummate the execution and delivery of the Amendment and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. All actions heretofore taken by the Authorized Representatives, the Successor Agency’s other officers, or their respective designees, and the employees and agents of the Successor Agency, in connection with the matters described in this Resolution and the Amendment are hereby ratified, approved and confirmed.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of January 2024, by the following vote:

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

ATTEST:

Scott Robertson
Chairman

Reyna Rivera
Secretary of the Board

EXHIBIT A

[See attached.]

AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

SELMA PUBLIC FINANCING AUTHORITY

This AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT, dated as of [____] 1, 2024 (this “Amendment”), is made by and among the City of Selma, California (the “City”), the City as successor agency to the Selma Redevelopment Agency (the “Successor Agency”) and the Parking Authority of the City of Selma (the “Parking Authority”), each duly organized and existing under the laws of the State of California.

RECITALS:

WHEREAS, the City and the Selma Redevelopment Agency entered into that certain Joint Exercise of Powers Agreement, dated February 18, 1992 (the “Agreement”), for the purpose, among other things, of financing public capital improvements; and

WHEREAS, the City and the Successor Agency desire to amend the Agreement pursuant to Section 8.05 thereof to add the Parking Authority as a Member under the Agreement and certain other purposes; and

WHEREAS, adding the Parking Authority as a Member will facilitate the issuance of revenue bonds by the Selma Public Financing Authority (the “Authority”) to assist the City to finance certain capital improvements; and

WHEREAS, after the Parking Authority is a Member of the Authority hereby, the Members desire to remove the Successor Agency as a Member;

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

ARTICLE I

AMENDMENTS

Section 1.01. Amendment to Definitions.

(a) Section 1.01 of the Agreement is hereby amended by adding the following definition:

“Parking Authority” means the Parking Authority of the City of Selma.

(b) Section 1.01 of the Agreement is hereby amended and restated with respect to the following definition:

“Members” means the City and the Parking Authority.

Section 1.02. Amendment to Regular Meetings. Section 2.04(b) of the Agreement is hereby amended and restated as follows:

The Board shall provide for its regular meetings. The date, time and place of regular meetings shall be fixed by resolution of the Board. Regular meetings shall initially be scheduled on the first and third Monday of each calendar month (Tuesday if there is a holiday on the Monday). If there is no business to conduct at a regularly scheduled meeting, then no agenda shall be posted in accordance with the requirements of the Brown Act and the meeting shall be automatically canceled thereby.

Section 1.03. Amendment to Officers. Section 3.01 of the Agreement is hereby amended and restated as follows:

Section 3.01. Chairman, Vice-Chairman, Executive Director and Secretary. The Mayor of the City shall serve as Chairman of the Board, and the Mayor Pro Tem shall serve as Vice-Chairman of the Board. The City Clerk of the City shall serve as Secretary of the Board. The officers shall perform the duties normal to said offices and such other duties as may be imposed by the Board. The Vice-Chairman shall perform all of the Chairman's duties in the absence of the Chairman. The Chairman or Vice-Chairman on behalf of the Authority shall cause notice and a copy of this Agreement and each amendment thereto to be filed with the Secretary of State and Controller of the State pursuant to the Act.

The City Manager of the City shall serve as Executive Director of the Authority. The Executive Director of the Authority shall be responsible for execution and supervision of the affairs of the Authority and such other duties as may be imposed by the Board.

The Chairman, Vice-Chairman or Executive Director may sign all contracts on behalf of the Authority. The Secretary may countersign all contracts signed by the Chairman, Vice-Chairman or Executive Director on behalf of the Authority.

ARTICLE II

ADDITION OF PARKING AUTHORITY OF THE CITY OF SELMA AS A MEMBER

Section 2.01. Addition of Member. The Parking Authority is hereby made a Member under the Agreement for all purposes thereof.

ARTICLE III

REMOVAL OF SUCCESSOR AGENCY AS A MEMBER

Section 3.01. Removal of Member. Upon execution by the Parking Authority of this Amendment, the Successor Agency shall be and is hereby removed as a Member of the Agreement for all purposes thereof. All references to the "Agency" in the Agreement are hereby removed and replaced with "Parking Authority."

ARTICLE IV

MISCELLANEOUS

Section 4.01. Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Amendment, effective as of the day and year first above written.

CITY OF SELMA, CALIFORNIA

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

CITY OF SELMA, CALIFORNIA, as Successor
Agency for the Selma Redevelopment Agency

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

PARKING AUTHORITY OF THE CITY OF
SELMA

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

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

January 16, 2024

ITEM NO: 2.

SUBJECT: Consideration of a Resolution Adopting the January 2024-June 2024 Budget for the Downtown Business Improvement District and the 2024 Downtown BID Operating Plan

BACKGROUND: The Downtown Business Improvement District pursuant California State and Highway Code 36533, is required to provide the City Council with an annual budget report for the district’s operations.

DISCUSSION: The Downtown Business Improvement District (BID) held a budget workshop December 20, 2023 and prepared a 6-month budget with the intention of developing an annual budget to be adopted in May or June 2024, to better align with the City’s fiscal year and budgetary process that begins July 1st annually. The Downtown Business Improvement District formulated strategic goals and consolidated them into an operating plan for the year 2024 that allow the Assessed fees for 2024 to remain unchanged for current members of the BID.

Parminder Singh, a member of the BID advisory board, will present the 2024 Operating Plan and proposed budget for adoption.

RECOMMENDATION: Council Approve a Resolution Adopting the January 2024- June 2024 Budget for the Downtown Business Improvement District and adopt the 2024 Downtown BID Operating Plan.

_____ /s/ Alicia Aguirre, Economic Development Manager	_____ 01/08/2024 Date
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_____ /s/ Jerome Keene, Deputy City Manager	_____ 01/08/2024 Date
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_____ /s/ Fernando Santillan, City Manager	_____ 01/08/2024 Date
--	-----------------------------

- Attachments:
 1. Resolution
 2. 2024 Operating Plan

RESOLUTION NO. 2024-____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA
ADOPTING JANUARY 2024- JUNE 2024 BUDGET FOR THE DOWNTOWN
BUSINESS IMPROVEMENT DISTRICT AND THE 2024 DOWNTOWN BID
OPERATING PLAN**

WHEREAS, the Downtown Business Improvement District prepared a budget for recommendation; and

WHEREAS, the Downtown Business Improvement District, pursuant California State and Highway Code 36533, shall prepare a report for each year for which assessment are to be levied and collected to par the costs of the improvement and activities described in the report; and

WHEREAS, the City Council of Selma, CA desires to adopt a 6- month budget for the Downtown Business Improvement District activities from January 16, 2023- June 30, 2023; and

WHEREAS, the Downtown Business Improvement District, during 2024 will assess a fee that is 100% of business license fees. Businesses within the district that do not require a business license will pay a fee of \$100.

WHEREAS, the City Council of Selma, CA desires to adopt the 2024 Downtown BID Operating Plan; and

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

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

SECTION 2. The City Council hereby adopts the 6- month budget for the Downtown Business Improvement District activities from January 16, 2023- June 30, 2023; and

SECTION 3. The City Council hereby adopts the assessment fee for the Downtown Business Improvement District that is 100% of business license fees. Businesses within the district that do not require a business license will pay a fee of \$100; and

SECTION 4. The City Council hereby adopts the 2024 Downtown Business Improvement District Operating Plan; and

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.

(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)

PASSED, APPROVED and ADOPTED this 16th day of January, 2024, by the following vote:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSTAIN: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk



Downtown Selma Business Improvement District

Operating Plan 2024

MISSION

The Business Improvement District's mission is to create a vibrant and inviting downtown through the promotion of businesses and beautification to enrich the heart of Selma.



Marketing and Visibility:

Utilize social media platforms for highlighting Downtown Selma's services and products.

Community Engagement:

Foster active participation and collaboration with downtown business owners.

Beautification:

Enhance the visual appeal of Downtown Selma to establish a positive first impression.



Strategies and Initiatives

Marketing and Visibility

- **Establish Social Media Presence:** Launch Facebook and Instagram Social Media platforms for the Downtown Selma Business Improvement District.
- **Social Media Content Strategy:** Develop a content strategy that highlights the unique services, products, and experiences offered by businesses in Downtown Selma. This strategy should include regular posts, stories, and content that engages and informs the online audience.

Community engagement:

- **Engage Partners:** Collaborate with business employees and managers to promote Downtown Selma across various social media platforms. This could involve joint promotions and featured posts.
- **Interactive Campaigns:** Create interactive and engaging social media campaigns, such as polls, and quizzes, to encourage user participation and boost online visibility. Community Engagement
- **Outreach and Follow-Up:** Organize targeted outreach efforts, including but not limited to visiting businesses in person to engage in face-to-face conversations, sending out polls, and following with personalized communication to ensure business owners within the downtown business improvement district are aware of the programs and services administered by the BID.



Strategies and Initiatives Continued

Beautification:

- **Streetscape Beautification:** Develop and implement a comprehensive beautification plan that includes but is not limited to new benches, landscaping, public art installations, improved lighting, and other visual and or audio enhancements to create an inviting atmosphere.
- **Signage and Wayfinding:** Develop clear and visually appealing signage and wayfinding systems to guide visitors to key attractions, parking areas, and businesses within Downtown Selma.
- **Seasonal Decor and Themes:** Plan and execute seasonal decorations and thematic displays that align with local events and holidays, adding a dynamic and festive ambiance to the area.
- **Façade Funding:** Develop a faced grant initiative to empower downtown businesses in enhancing their storefronts proactively.



Performance Measures



Marketing and Visibility

- **Engagement Metrics:** Measure the average engagement rate across social media platforms, including likes, comments, shares, and clicks on posts related to Downtown Selma's services and products. Aim for a consistent increase in engagement over time.
 - **GOAL: Achieve a 200% increase in engagement by the end of 2024.**
- **Follower Growth:** Monitor the growth rate of followers on social media accounts dedicated to Downtown Selma. Set target benchmarks for follower acquisition within specific times, reflecting the effectiveness of marketing efforts.
 - **GOAL: Achieve a follower count of 2,000 by the end of 2024.**
- **Downtown Market Analysis:** Regularly track new business licenses, sales tax revenue generated, and vacancy rates of downtown buildings every quarter.
 - **GOAL: Continuously track downtown business activity by monitoring the issuance of business licenses, sales tax generation, and vacancy rates. Observe and analyze relevant data and trends.**



Performance Measures Continued

Community engagement:

- **Participation Rate:** Measure the participation of downtown businesses in bi-monthly BID meetings, workshops, and surveys.
 - *GOAL: Achieve a 10% participation rate in surveys.*
- **Collaborative Initiatives:** Track the number of joint projects, partnerships, or cooperative marketing efforts initiated by the downtown business improvement district.
 - *GOAL: Achieve 6 collaborations/ partnerships by the end of 2024.*

Beautification:

- **Increase in Downtown Space Usage:** Gather data on special events and attendance at downtown locations, including but not limited to High Street, Lincoln Park, and Veterans Plaza. Measure the use of these areas as an indicator of improved visual appeal.
 - *GOAL: Monitor downtown special events over time and observe trends.*
- **Beautification Projects:** Keep track of the number of beautification initiatives undertaken within Downtown Selma, including but not limited to façade improvements. Compare this count annually to gauge the ongoing efforts to enhance visual attractiveness.
 - *GOAL: Achieve a 10% participation rate in façade improvements.*



Feedback Collection Methods

Quarterly Surveys:

Implementation of quarterly surveys directed towards downtown businesses to gather feedback.

Quarterly Meet and Greets:

Foster active participation and collaboration with downtown business owners.

The Selma Downtown Business Improvement District is dedicated to enhancement through constructive input from downtown businesses. The committee has pinpointed the subsequent channels to gather feedback from downtown business proprietors, staff, and visitors:



2024 BID Advisory Board

Richard Braden

Kentucky Fried Chicken

Term Ends: December 31, 2024.

Parminder Singh

London Properties

Term Ends: December 31, 2024.

Rosa Gonzalez

Printopolis, Inc.

Term Ends: September 30, 2024.

Stuart Skoglund

California Water Service

Term Ends: December 31, 2024.

Mike Valverde

Valverde Tile

Term Ends: April 30, 2024.

Char Tucker

Bill Tucker Real Estate

Term Ends: December 31, 2024.

Nick Sahota

Central Valley Engineering and Surveying, Inc.

Term Ends: September 30, 2024.

Model and Governance

The BID model takes inspiration from successful business improvement districts found in downtown areas across the country. These districts focus on delivering services that enhance the downtown environment, making it cleaner, safer, and more vibrant. Our approach emphasizes transparency in all our operations, streamlined procurement and implementation methods, and a strong sense of accountability.

The governance of our BID is entrusted to an Advisory Committee composed of nine business leaders in the downtown area that are approved and appointed by the City Council. This diverse committee brings a wealth of expertise to oversee operations as we work towards creating a dynamic and prosperous downtown environment.

Learn More about the 2024 BID Operations by attending the bi-monthly Board meetings held on:

the second and fourth Wednesdays of the month from

5:30 PM- 7:30 PM

at 1710 Tucker Street.



2024 Service Plan and Estimated Budget

Revenue	
Anticipated revenue from 2024 BID assessment	\$25,000
FY 23-24 Contribution from Selma City Council	\$50,000
Beginning Fund Balance	\$11,000
TOTAL	\$86,000
Spending for District Activities	
Marketing: Social Media Management, and Social Media Advertising.	\$8,500
Beautification: New benches, new trashcans, branded street signs along High Street, Pressure washing High Street	\$45,000
Business Improvement Grant Program	\$28,000
Contingency	\$4,500
TOTAL	\$86,000



Agenda Item 3.

GARBAGE TAX ROLL UPDATE

Page Holder

Agenda Item 4.

SALAZAR CENTER AND SENIOR CENTER FACILITIES UPDATE

Page Holder

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

January 16, 2024

ITEM NO: 5.

SUBJECT: First Reading – Ordinance Amending Title II, Chapter 2 of the Selma Municipal Code Pertaining to the Selma Personnel System

BACKGROUND: The City Council approved the current Personnel Rules and Regulations in August 1982. Personnel Rules and Regulations are typically updated every three to five years.

DISCUSSION: The purpose of the Personnel Rules and Regulations is to establish policies and procedures to provide the City of Selma with a structured and consistent practice of personnel management. City staff determined that a complete overhaul of the Personnel Rules and Regulations document would be beneficial to the City of Selma and staff rather than an attempting to simply update the existing document.

City staff diligently worked on the attached draft Personnel Rules and Regulations to ensure compliance with current Federal and State labor laws. The final draft was presented to all bargaining units for review and comments on December 22, 2023. Bargaining units have until January 22, 2024 to submit edits for consideration. To date, no edits have been requested for consideration. Should an edit be required, the final draft with edits will be submitted to Council on February 5, 2024.

Title II, Chapter 2 of the current Selma Municipal Code contains all elements that are within the draft Personnel Rules and Regulations. As a result, a change to the current Municipal Code is required in order to adopt the proposed Personnel Rules and Regulations.

The following is recommended to be added:

Title 2 - Chapter 2 – Personnel System

2-2-1: Personnel System Rules and Regulations:

The City Council hereby adopts by reference a revised set of rules and regulations superseding that of resolution 1803 and any amendments, but provided that all memoranda of understanding approved by minute order of the City Council since July 2019, remain in effect until superseded by a later order, budget adoption or resolution.

2-2-2: Compensation Plan

The City Council hereby adopts by reference a complete compensation plan; said plan being attached to the resolution codified by the City Clerk.

The following is recommended to be deleted:

Chapter 2 – Personnel System

2-2-1: Adoption of Personnel System

- 2-2-2: Personnel Officer
- 2-2-3: Personnel Commission
- 2-2-4: Duties of the Personnel Commission
- 2-2-5: Competitive Service
- 2-2-6: Adoption and Amendment of Rules
- 2-2-7: Appointments
- 2-2-8: Probationary Period
- 2-2-9: Status of Present Employees
- 2-2-10: Applicability of Rules to Certain Exempt Positions
- 2-2-11: Demotion, Dismissal, Reduction in Pay, Suspension
- 2-2-12: Right of Appeal
- 2-2-13: Layoff and Reemployment
- 2-2-14: Political Activity
- 2-2-15: Discrimination
- 2-2-16: Right to Contract for Special Services
- 2-2-17: Appropriation of Funds

FISCAL IMPACT: There is no fiscal impact.

RECOMMENDATION Approve the introduction and first reading of an ordinance removing and amending Title II, Chapter 2 of the Selma Municipal Code , waive the reading of the Ordinance in its entirety, and set the second reading for February 5, 2024.

_____/s/_____
 Janie Venegas
 Administrative Services Director

_____/01/10/2024_____
 Date

_____/s/_____
 Fernando Santillan
 City Manager

_____/01/10/2024_____
 Date

ORDINANCE NO. 2024 – ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, AMENDING TITLE II, CHAPTER 2, SECTION X OF THE SELMA
MUNICIPAL CODE**

The City Council of the City of Selma does ordain as follows:

SECTION 1. Chapter 2 of Title 2 of the Municipal Code is hereby amended to read as follows:

Title 2 - Chapter 2 – Personnel System

2-2-1: Personnel System Rules and Regulations:

The City Council hereby adopts by reference a revised set of rules and regulations superseding that of resolution 1803 and any amendments, but provided that all memoranda of understanding approved by minute order of the City Council since July 2019, remain in effect until superseded by a later order, budget adoption or resolution.

2-2-2: Compensation Plan

The City Council hereby adopts by reference a complete compensation plan; said plan being attached to the resolution codified by the City Clerk.

SECTION 2. Severance Clause.

The City Council declares that each provision of this ordinance is severable and independent of every other provision. If any portion of this ordinance is held invalid, the City Council declares that it would have adopted the remaining provisions of this ordinance irrespective of the portion held in valid, and further declares its express intent that the remaining provisions of this ordinance should remain in effect after the invalid portion has been eliminated.

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

SECTION 4. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which the ordinance is adopted, and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Lemoore held on the 16th day of January 2024 and was passed and adopted at a regular meeting of the City Council held on the 5th day of February 2024 by the following vote:

PASSED, APPROVED, AND ADOPTED this 5th day of February 2024, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

CITY OF SELMA

PERSONNEL RULES AND REGULATIONS



Effective: Month 2024

DRAFT

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CITY OF SELMA

PERSONNEL RULES

1. PURPOSE

In order to establish a uniform procedure for dealing with personnel matters, the personnel system set forth in these Rules and Regulations (hereinafter “Rules”) is hereby adopted. These Rules supersede any prior rules and regulations and may be changed only upon approval of the City Council.

Where an applicable memorandum of understanding between the City of Selma (hereinafter “City”) and a recognized employee organization contains provisions that are inconsistent with any of these Rules, the language contained in the Memorandum of Understanding shall govern.

The City Council authorizes the City Manager to implement administrative policies that shall be supplemental to these Rules.

Each employee shall be given a copy of these Rules and is responsible for reading and complying with these Rules.

These Rules may be amended from time to time. However, in order to be effective, the amendment must be in writing and approved by resolution of the City Council. Whenever such amendments affect the wages, hours or other terms or conditions of employment, they shall be subject to the meet and confer process as required by law.

In the event of an emergency, any part or all of these Rules may be suspended by order of the City Manager and such suspension shall remain in effect until the City Manager’s order is withdrawn.

1.1 Personnel Policy

In accepting employment with the City each employee agrees to be governed by and to comply with ordinances, these Rules, the Administrative Policy and Procedures Manual, the rules, regulations and directives of the department in which employed, and the memorandum of understanding in effect between the City and the appropriate employee organization.

1.2 Equal Employment Opportunity

It is the policy of the City of Selma to provide equal opportunity in employment for all persons to prohibit discrimination in employment. This policy of equal employment opportunity applies to and must be an integral part of every aspect of personnel policy and practice in the employment, development, advancement, and treatment of employees to the extent permitted by law.

1.2.1 This Equal Employment Opportunity policy applies to all applicants, officers, volunteers, and employees without exception.

1.2.2 The City shall not discriminate against qualified employees or applicants for employment on the basis of actual or perceived race, color, religion, gender, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, sexual orientation, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. The City shall afford equal employment opportunity to all qualified applicants or employees with respect to

compensation and all terms and conditions of employment, including hiring, training, promotion, transfer, discipline, and termination.

- 1.2.3 Employees who believe they have experienced denial of equal employment opportunity or discrimination are encouraged to report this experience immediately to their supervisor or the Human Resources Director/Manager. The City shall promptly investigate the report under the Discrimination Complaints Procedure.

1.3 **Powers of the City Manager**

- 1.3.1 The City Manager is designated as the Personnel Officer within these guidelines. Whenever the term "Personnel Officer" is used in these Rules, it shall include the City Manager or any person designated by him/her to carry out any function required by these Rules. When any officer or employee other than the City Manager is assigned a duty or responsibility under these Rules, such assignment is subject to the direction and control of the City Manager and the City Manager shall have the right to perform such duty or responsibility or to assign it to any other officer or employee.
- 1.3.2 Subject to Chapter 2 of the City of Selma Municipal Code, the City Manager has the power and authority to:
 - 1.3.2.1 Establish, when not in conflict with these Rules, such other policies, procedures, rules and regulations necessary for the control and supervision of the affairs of the City;
 - 1.3.2.2 Appoint and remove all Department Heads, officers and employees of the City, except those officers appointed by the Council;
 - 1.3.2.3 Approve all proposed appointments and removals of subordinate employees by all officers and Department Heads;
 - 1.3.2.4 Transfer, promote, demote, reemploy, reinstate, discipline, layoff, reduce in salary, suspend, or dismiss City employees, except for those officers appointed by the City Council.
- 1.3.3. The Personnel Officer shall interpret, apply, administer and enforce the provisions of these Rules, any ordinances or resolutions relating to personnel matters, the employer-employee relations resolution, the memoranda of understanding, and any other pertinent regulations, directives and policies which relate to the City's personnel system.
- 1.3.4 The Personnel Officer may delegate to the Human Resources Director/Manager any of the powers and duties conferred upon him/her under these or other City rules, regulations, resolutions or ordinances. The Human Resources Director/Manager, or his/her designee, shall be responsible for administration of these Personnel Rules.

1.4 **Department Rules and Regulations**

Department Heads may develop, implement and revise as necessary any departmental policies, procedures, rules and regulations pertaining to unique operational requirements and their effect upon departmental personnel as are needed for the full performance of duties and responsibilities and which are not contrary to these Rules.

1.5 **Application of Personnel Rules**

The provisions of these Rules shall apply to all offices, positions and employees in the Competitive Service of the City, except the following positions and except as otherwise indicated within a specific provision of these Rules:

- 1.5.1 Elected officials;
- 1.5.2 Members of appointed boards, commissions and committees;
- 1.5.3 Persons engaged under contract to render professional, scientific, technical or expert services for a definite period of time;
- 1.5.4 Volunteer personnel who receive no regular compensation from the City;
- 1.5.5 Where a particular rule or article expressly states it does not apply to certain employees and/or positions, or applies only to certain employees and/or positions.

1.6 **Adoption of Personnel Rules**

The Personnel Rules shall be established by resolution adopted by the City Council.

1.7 **Amendment and Revision of Personnel Rules**

Proposed amendments to/or revisions of the Personnel Rules shall be submitted for approval to the City Council in writing by the City Manager.

1.8 **Conflict of Personnel Rules**

In the event that one or more provisions of these Rules contradict provisions included in memorandum of understanding currently in effect between the City and a formally recognized employee organization, the terms of the memorandum of understanding shall prevail. If there is a conflict between these Rules and a federal or state law, that law prevails. If there is a conflict between these Rules and an administrative regulation, these Rules prevail.

1.9 **Rights of Management**

The adoption of these Rules shall not be deemed a waiver or surrender of any management prerogative in relation to the organization or the necessity of any department or position.

1.10 **Violation of Personnel Rules**

Each employee is responsible to comply with these Rules and any amendments hereto. Violation of the provisions of these Rules shall be grounds for disciplinary action, up to and including dismissal. See Section 7 regarding Disciplinary Action.

2. DEFINITION OF TERMS

All words and terms used in these Rules and in any other resolution, ordinance, or administrative procedures dealing with personnel policies or procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the words and terms most commonly used are defined as follows:

2.1 **Actual hours worked**

All hours in which the employee actually performed work and does not include any paid or unpaid leave time, including but not limited to vacation and sick leave.

2.2 **Advancement**

A salary increase of one or more steps within the limits of the pay range established

for a class.

2.3 **Allocation**

The official assignment of an individual position to its appropriate class in accordance with the duties performed and the authority and responsibilities exercised.

2.4 **Applicant**

Any person who has made application for a position.

2.5 **Appointment**

Employment of a person in a position

2.6 **At Will Status**

The status of an employee who serves at the pleasure of the City Manager, who retains the authority to terminate any such employee at any time with or without cause. An “at will” employee has no right of appeal of discipline or termination.

2.7 **Base Salary**

The salary range and step established in the Compensation Plan, exclusive of any overtime, shift-differential, incentive or other excludable pay an employee may receive.

2.8 **Candidate**

Any person who has been accepted for participation in an examination.

2.9 **Certification**

The submittal to a Department Head of a listing of eligible candidates from an appropriate employment list, or names of those on a reinstatement or re-employment list.

2.10 **Certified Employee Organization**

An employee organization that has been certified by the City of Selma as representing the majority of the eligible employees in an appropriately designated employee representation unit and shall be considered to represent all the employees of that unit.

2.11 **Class or Classification**

A group of positions sufficiently and substantially similar in duties, authority, responsibilities, and minimum qualifications for employment to permit combining them under a single title and the application of common standards of selection and compensation.

2.12 **Class Series**

Two or more classification levels which have similar duties and responsibilities, but are distinguished from each other by degree of difficulty or level of responsibility.

2.13 **Classification Plan**

The designation by resolution of the City Council of a title for each classification together with the specifications for each classification as prepared and maintained by the Human Resources Director/Manager.

2.14 **Compensation**

The salary, wage, allowances, and all other forms of valuable consideration earned by or paid to any employee because of said service in any position, but does not include any allowances authorized and incurred as incidents to employment.

- 2.15 **Compensatory time off**
Paid time off from work in lieu of overtime pay.
- 2.16 **Competitive Service**
All positions in the City service, except for the following positions, which are within the non-Competitive Service: Elective Offices, the City Manager, Deputy City Manager, City Attorney, and all Heads of Departments.
- 2.17 **Competitive Examination**
One or more selection procedures used to assess the relative qualifications of a group of applicants or candidates.
- 2.18 **Continuous Examination**
A competitive examination or a particular class which is designed to be either open or promotional, or both; and the examination consists of the same or comparable tests of fitness which may be administered periodically; and as a result of which names of eligible candidates may be added to an existing employment list for the duration of such list.
- 2.19 **Continuous Service**
Employment without interruption, and includes approved leaves of absence to serve in the armed forces of the United States, as provided by Section 395 of the Military and Veterans Code, as amended.
- 2.20 **Days**
Calendar days unless otherwise noted.
- 2.21 **Demotion**
The voluntary or involuntary movement of an employee from one class to another class having a lower maximum rate of pay.
- 2.22 **Department**
An organizational unit with responsibility for carrying out a function under the supervision of a Department Head.
- 2.23 **Department Head**
The head of an established office or department having supervision of such department and office.
- 2.24 **Dismissal**
The involuntary separation of an employee from the City service.
- 2.25 **Domestic Partner**
“Domestic partner” as defined in California Family Code Section 297.
- 2.26 **Elective Office**
All positions in the Exempt Service held by elected officials.
- 2.27 **Eligible Candidate**

A person who has earned a place on an employment list established by competitive examination.

2.28 **Employment Date**

For retirement, sick leave and other benefit purposes, the effective date of an employee's initial appointment to a full-time or permanent part-time position within the Competitive Service.

2.29 **Employment List**

A list of names of persons who may be considered for employment with the City under specific conditions. Such lists may be designated as either a re-employment, reinstatement, promotion, or open employment list.

2.30 **Employment Status**

The type of an employee's appointment, such as regular, probationary, or limited service.

2.31 **Examination**

The selection procedures used to measure the knowledge, skills and abilities of the persons applying for positions within the Competitive Service.

2.32 **Executive Management**

The group of employees comprised of the City Manager, Deputy City Manager and all Department Heads.

2.33 **FLSA**

The Fair Labor Standards Act.

2.34 **FLSA Exempt**

All employees who meet one or more of the duties test exemptions from overtime under the FLSA (e.g. executive, administrative, professional) and who are paid on a salary basis. FLSA exempt employees are not eligible for overtime compensation.

2.35 **FLSA Non-Exempt**

Employees who are eligible for FLSA overtime compensation.

2.36 **Grievance**

Defined in Section 13 of these Rules.

2.37 **Incumbent**

A person legally occupying a position in the City Service.

2.38 **Layoff**

The termination of an employee from City service for reasons of economy, efficiency, reorganization or other non-disciplinary reason.

2.39 **Limited Service**

Those types of positions, which do not provide full-time employment throughout a fiscal year. The kinds of positions assigned to the Limited Service include temporary, part-time, student, and seasonal positions. Appointment to such positions are noncompetitive and incumbents do not acquire status in the class to which assigned by virtue of such employment. Limited service positions are "at

will” and may be terminated with or without cause and without right of appeal.

2.40 **Limited Term Position**

A position in the competitive or non-Competitive Service which is created for a limited term or for projects funded entirely.

2.41 **Open Examination**

A competitive examination for a particular class in which applications are invited from all qualified persons, regardless of whether or not they are employed by the City.

2.42 **Overtime Work**

All actual hours worked by a non-exempt employee in excess of forty (40) hours in the employee’s designated workweek, except as otherwise designated by an applicable MOU, as otherwise designated for employees on an approved flexible work schedule, or as designated under the FLSA.

2.43 **Part-Time Position**

A type of limited service position to which a person is employed in a regularly budgeted position who works less than full-time.

2.44 **Pay Range**

A series of base salary steps to which a class may be assigned.

2.45 **Permanent Appointment or Permanent Status**

The type of status granted an employee who has successfully completed an official probationary period for a particular class and in a regular position in the Competitive Service.

2.46 **Position**

A combination of duties and responsibilities assigned to a single employee and performed on either a full-time or a part-time basis. A position may be occupied or vacant.

2.47 **Probationary Appointment**

The initial appointment of an employee into a position that begins a probationary period.

2.48 **Probationary Period**

The final stage of the recruitment, examination and selection process where a new or promoted employee is required to demonstrate satisfactory or better performance of the position’s duties. During this period, the employee may be dismissed at any time without cause and without right of appeal or hearing.

2.49 **Promotional Appointment**

The advancement of an employee from a position in one classification to a position in another classification having a higher maximum salary range.

2.50 **Promotional Examination**

A competitive examination of a particular class, which is only available to current employees who meet the qualifications for the class or are otherwise permitted to take such an examination.

2.51 **Provisional Appointment**

Appointment of a person possessing the minimum qualifications last established for a particular class other than eligibility by examination and who has been appointed to a position in that class in the absence of available eligible candidates.

2.52 **Provisional Employee**

An employee appointed to fill a position vacancy for a limited time period when no valid eligibility list exists for that position. Provisional employees are “at will,” and their appointment may be terminated at any time with or without cause and without right of appeal.

2.53 **Qualifying Family Member**

Qualifying family members are spouse, registered domestic partner, child, stepchild, parent, sibling, grandparent, grandchild, or parent-in-law.

2.54 **Reclassification**

The permanent reassignment of a position to another classification due to the material change of the job duties of a position.

2.55 **Recognized Employee Organization**

An employee organization that has been formally acknowledged by the City as the employee organization that represents the employees in an appropriate representation unit.

2.56 **Re-employment**

The reappointment of a former employee (from a layoff re-employment list) who had a permanent appointment with the City at the time of layoff.

2.57 **Regular Employee**

The employment of a person in an authorized full-time position following successful completion of a probationary period in an authorized full-time position in the Competitive Service.

2.58 **Regular Position**

A full-time position in the Competitive Service which is established without any limitation as to time.

2.59 **Rehire**

The reappointment of a former employee who does not have re-employment or reinstatement rights at the time of returning to the payroll.

2.60 **Reinstatement**

The probationary appointment of an employee after the employee who resigned in good standing from a permanent regular position or the return of an employee from a non-disciplinary demotion to a position which the employee held not more than one year previously. In either case, reinstatement must occur not more than one (1) year from the date of separation. Such reinstatement may be done so without further competitive examination.

2.61 **Resignation**

The voluntary separation of an employee from City employment.

2.62 **Safety Sensitive**

A position or duty of a position that the City has designated as “safety sensitive” for purposes of implementing its Drug and Alcohol policy.

2.63 **Salary Basis**

Compensation in a predetermined amount that is not reduced, regardless of the quality or quantity of work actually performed, except as required by the City’s principles of public accountability, for partial-day absences or as otherwise set forth in the FLSA.

2.64 **Salary Evaluation Date**

The date on which a probationary or regular employee’s performance is evaluated and the date upon which the employee is eligible, based on job performance for a prescribed period, for a merit salary increase within the established salary range.

2.65 **Seniority in City Service**

Seniority in City service is based on the employee’s number of continuous years in City measured from the employee’s original hire date. Seniority in classification is based on the number of continuous years of service in the present or higher classification.

2.66 **Seasonal Position**

A position of limited service status, which is recurrent and does not provide full time employment. Seasonal employees are “at will” and may be terminated at any time with or without cause and without right of appeal.

2.67 **Selection Procedure**

The process by which employment decisions are made, including but not limited to application screening, written tests, oral interviews, performance tests, background investigations, assessments of physical or mental condition, and probation periods.

2.68 **Separation**

The voluntary or involuntary termination of employment from City service. Separation may include death, dismissal, layoff, resignation, retirement, or work completion.

2.69 **Service Anniversary Date**

The original date of hire as a full-time employee for purposes of accruing benefits and determining years of service with the City.

2.70 **Step Advancement**

The merit-based increase of an employee’s salary to a higher salary level within the established salary range for the employee’s classification.

2.71 **Step Advancement Date**

The effective date of an employee’s merit-based salary increase.

2.72 **Student Position**

A type of limited service position to which an employee who is also a student pursuing a course of study may be employed part-time during an academic school year and full-time during school vacations and holidays. Employees holding such positions are “at will” and may be terminated at any time with or without cause

and without right of appeal.

2.73 **Suspension**

The temporary separation without pay of an employee from the Competitive Service for disciplinary purposes.

2.74 **Temporary Position**

A type of limited service position to which a person is appointed on a temporary basis and which is not an authorized regular position or a regular position for a limited period of time, either full-time or part time. Temporary employment that is limited to not more than 999 hours in any fiscal year. This time period includes all time spent in one or more positions.

2.75 **Termination**

Involuntary separation of an employee from City service.

2.76 **Transfer**

The reassignment of an employee from one position to another position in the same classification or another classification having the same maximum salary range, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

2.77 **Vacancy**

A duly created position which is not occupied and for which monies have been appropriated.

2.78 **Y-Rated**

Employee's existing salary is frozen until adjustments to the employee's salary cause it to fall within a new salary range.

3. POSITION CLASSIFICATION

3.1 **Classification Plan**

The City Council, upon recommendation of the Personnel Officer, shall create and adjust classes of positions in the City service. These classes shall be known as the "Classification Plan."

3.1.2 *Implementation of the Classification Plan*

The Personnel Officer shall recommend a Classification Plan for all classifications in the Competitive Service that includes but is not limited to the following for each classification:

- The classification title;
- A description of typical duties and responsibilities;
- A statement of the desirable training, experience and other qualifications of applicants for the classification;
- Whether the classification or any of its duties are safety-sensitive.
- Whether the classification is FLSA exempt

The Personnel Officer shall ensure that all positions within the same classification are substantially similar with respect to duties, authority, decision-making, character of work, and schedules of compensation.

3.1.3 *Interpretation of Class Specifications*

The class specifications are descriptive, explanatory, and not restrictive. They are intended to indicate the kinds of positions allocated to the various classes and should not be construed as limiting the assignment of duties and responsibilities to any position. The use of a particular expression or an illustration as to duties should not be interpreted to exclude others not mentioned that are of similar kind of level of responsibility. The specification for each class should be considered in its entirety and in relation to other classes in the Classification Plan. Consideration should be given to the general duties, specific tasks, responsibilities, qualifications desired, and relation to other positions, as affording together a picture of the kind of employment the class is designed to embrace.

3.1.4 *Periodic Updates*

From time to time the Personnel Officer shall review the Classification Plan to ensure that it is accurate and make amendments to reclassify, add positions or classifications, or make other changes as necessary or appropriate.

3.1.5 *Adoption by City Council*

The Classification Plan shall become effective only upon adoption by resolution of the City Council. Upon adoption, the Classification Plan shall take immediate effect unless otherwise specified.

3.1.6 *Amendments*

The classification or position descriptions may be abolished or amended from time to time by City Council action when deemed in the best interest of the City service. In addition, new classification or position descriptions may be added to the City's Classification Plan. If new positions are added to the City services, such positions shall be allocated to an appropriate class by the Personnel Officer.

3.1.7 *Assignment of Classifications to Bargaining Units*

Assignment or reassignment of classifications to employee units of representation shall be at the sole discretion of the Personnel Officer and in accordance with the Employer-Employee Relations Rule.

3.2 **Positions**

In accordance with these Rules, any position may be assigned, reallocated or transferred to a different class by the Personnel Officer, in consultation with the affected Department Head, whenever there is a need of such action because of change in duties or responsibilities of the position. All positions shall be included in the same class if:

3.2.1 They are sufficiently similar in respect to duties and responsibilities so that the same descriptive title may be used; and

3.2.2 Substantially the same requirements as to education, experience, knowledge, and ability are required of incumbents; and

3.2.3 Substantially the same tests of capacities and fitness may be used in choosing qualified appointees; and

3.2.4 The same pay range or salary rate applies

3.3 **Emergency or Temporary Positions**

Whenever, in the judgment of the Personnel Officer, it is necessary for a department to employ a person or persons on an emergency or temporary basis in a type of position for which there is no classification provided in the Classification Plan, then the City Manager, in consultation with the Department Head(s), may authorize such positions and shall fix the amount of compensation, and may determine the minimum qualifications for such additional employees, and shall limit in advance the period of time the position may be allowed up to a maximum of 999 hours in a fiscal year.

3.4 **Classification Review**

Review of the classification of a position may occur in the following circumstances:

- One or more new positions are under consideration for possible establishment;
- Due to a change in organization or methods, a major change of the duties or responsibilities of an existing position is made which may require the reallocation of such position;
- A new class is created to which a position may more appropriately be allocated;
- Due to the abolishment or combination of an existing position or class, an amendment to the Classification Plan is required.

The procedure for classification review is as follows:

- 3.4.1 The Department Head shall report the significant facts relating to such possible changes in writing to the Personnel Officer.
- 3.4.2 The Personnel Officer, upon written request of an employee and his/her department head, may undertake an inquiry of the classification of any position.
- 3.4.3 Upon either of the above initiations, the Personnel Officer shall make a study of the assigned duties and responsibilities of any such position and the qualifications required, and of the relationships of such positions to other classes of positions in the Classification Plan.
- 3.4.4 Based on such investigation, the Personnel Officer shall then make a change in the allocation of the position; or reallocate the position to a more appropriate class in the existing Classification Plan; or determine a new class to which the position would be allocated, whichever the Personnel Officer deems is the appropriate action. Whenever a position is reclassified or reallocated, the existing position is to be deleted and a new position created in the class to which the position is to be assigned.

4. **COMPENSATION PLAN**

4.1 **Compensation Plan Establishment**

The City of Selma is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. The City establishes its compensation system in accordance with the principles of public accountability.

The Personnel Officer shall prepare a Compensation Plan that includes the following:

- a. The salary ranges for all classifications in the Competitive Service,

- showing the minimum and maximum rates of pay;
- b. A designation of the position as full-time, part time or temporary;
- c. A designation of the position as paid on an hourly or salary basis.

These rules do not preclude the creation of separate management pay plans that, if adopted by the Council, must be administered in accordance with the procedures adopted for such plan(s) by the City Council.

On a periodic basis, the Personnel Officer may survey benchmark classifications. Survey results shall be considered as one of the pieces of information used as a guideline in establishing or modifying compensation for a particular position or classification.

The Personnel Officer shall also determine whether any modifications are necessary due to recruitment and retention issues, changes to positions or classifications, including changes to exempt or non-exempt status, resulting from his/her periodic review of the Classification Plan.

The City Manager shall submit any modifications to the Compensation Plan to the City Council for adoption.

4.2 **Compensation Plan Administration**

The authorized pay ranges for the respective classes of positions with such amendments as may be adopted by the City Council from time to time by resolution shall be applied as follows:

4.2.1 *Increases Within the Pay Range*

Normally, and as a general rule, upon progress and productivity, employees in the Competitive Service or those occupying an Appointive position shall be considered for a step advancement according to the following general plan:

4.2.1.1 *Steps.* The letters A, B, C, D, E, F, etc. respectively, denote the various salary steps in the pay range.

4.2.1.2 *Step A.* Step "A" shall typically be paid upon initial employment into a six (6) step pay range. If the employee possesses exceptional training or experience, that employee may start at a step B with the approval of the Department Head. Appointments at any step greater than B require prior authorization from the City Manager.

4.2.1.3 *Step Advances.* An employee shall be considered for salary advancement normally, as a general rule, according to the following general plan:

4.2.1.3.1 The letters A, B, C, D, E and F respectively, denote the various steps in the pay range.

4.2.1.3.2 Salary Step A shall be paid upon initial employment and for a period of twelve (12) months.

4.2.1.3.2.1 The supervisor may recommend an advancement to Salary Step B during the six-month evaluation based on completion of six (6) months of employment where the employee has demonstrated exceptional job progress

and steadily increasing productivity. Exceptional will be defined as “exceeds expectation”, excellent”, or similar rating.

4.2.1.3.3 Salary Step B will be paid upon completion of one year of employment in Salary Range A where the employee has demonstrated satisfactory job progress and normally increasing productivity.

4.2.1.3.3.1 If an employee advanced to Salary Range B at six months of employment, the employee will be eligible to advance to Salary Range C after eighteen (18) months of employment.

4.2.1.3.4 Salary Step C will be paid upon completion of one year of employment in Salary Range B where the employee has demonstrated satisfactory job progress and productivity to the satisfaction of his/her supervisors.

4.2.1.3.5 Salary Step D will be based upon completion of one year of employment in Salary Step C where the employee has demonstrated job progress and productivity to the satisfaction of his/her supervisors.

4.2.1.3.6 Salary Step E will be based upon completion of one year of employment in Salary Step D where the employee has demonstrated job progress and productivity to the satisfaction of his/her supervisors.

4.2.1.3.7 Salary Step F will be based upon completion of one year of employment in Salary Step E where the employee has demonstrated job progress and productivity, which are above the average expected for the class and upon approval of the City Manager.

4.2.1.3.8 If employed at other than Step “A” in a six (6) step pay range for the class, then consideration for advancement to the next salary step will take one year following the date of hire.

All step advances shall be effective the first day of the pay period closest to the step advance date. Additional step advances will be on an annual basis thereafter until the attainment of Step F.

All step advances shall be based on satisfactory performance as shown from the evaluation by the employee’s Supervisor. Denial of step increases shall be based on documented performance evaluations.

Increases of more than one step for superior performance may be provided upon recommendation by the Department Head and approval of the City Manager.

4.2.1.4 *Step at Promotion.* When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step results in a salary increase of less

than 5 percent (5%), they shall receive a minimum 5 percent (5%) increase, provided that in no event shall the new salary be above Step F of the promoted class. The City Manager may authorize an appointment to a position at any higher salary step in the pay range in consultation with the Department Head.

4.2.1.5 *Special Salary Adjustments.* Notwithstanding anything in these Rules to the contrary, in order to correct gross inequities or to reward outstanding achievement and performance, the City Manager may, upon recommendation of the Department Head, adjust the salary step of an incumbent of a particular position to any step within the pay range for the class to which the position is allocated. If a special salary step adjustment is authorized, it shall coincide with the beginning date of a pay period.

4.2.1.6 *Calculation of Service Anniversary Dates and/or Step Advancement Dates.* Service Anniversary dates shall be established as of the effective date of employment into a regular full time position. Step Advancement Dates shall be established as of the effective date of the most recent step advancement, promotion, or reinstatement in the City service, or the effective date of a special salary adjustment as provided in Section 4.2.1.5 of these Rules. Service anniversary dates of those reemployed shall be established as provided by Section 8.2.2 of these Rules. All step advancements shall be effective the first day of the pay period closest to the step advance date.

4.2.1.7 *Applicable Salary Rates Following Pay Range Increases and Decreases.*

4.2.1.7.1 *Same Relative Step.* Where a pay range for a given class is revised upward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step B, Step C to Step C, etc.) and their next step advancement date shall not be changed.

4.2.1.7.2 *Retention of Salary and "Y" Rates.* When a pay range is adjusted downward, incumbents may, on approval of the City Manager, be assigned a "Y"-rate designation to hold the employee at the current salary rate, without increases, until such time as the salary range for the new classification is the same or exceeds the amount of the "Y"-rating. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or transactions. Said "Y" rate shall be canceled on vacancy of the position.

4.2.1.7.3 *Pay Range Change on Step Advancement Date.* In the event that a pay range change becomes effective on an employee's step advancement date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.

4.2.1.7.4 *Pay Range Change on Date of Promotion.* In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustment to which entitled in the lower class, and then the next higher step promotional adjustment as provided in Section 8.5.1 of these Rules.

4.3 **Errors in Compensation**

Each employee shall review each of his/her paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately call it to the attention of his/her supervisor who shall in turn notify the Personnel Officer. The City shall document all errors in compensation and the affected employees shall sign an acknowledgement for any corrections made.

In the event of any underpayment of which the City becomes aware, the employee shall receive any amount due him/her on a future paycheck.

In the event an employee receives an overpayment by the City, the employee shall reimburse the City for the total overpayment and the City may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred; otherwise, a reasonable alternative payback period can be established if the typical schedule presents an undue burden on the employee.

5. EMPLOYMENT

It is the policy of the City of Selma to recruit and select the most qualified individuals for positions in the City's service. Employment is open to qualified men and women regardless of citizenship, except that sworn personnel must comply with the provisions of Government Code Section 1031.5.

5.1 **Residence Requirements**

Employees shall not be required, as a condition of employment, to live within the Selma city limits.

5.2 **Age**

The maximum age limit for all employees shall be that set forth by the California Public Employees' Retirement System. A minimum age of 18 years shall apply to Fire Fighter classifications. A minimum age of 21 years shall apply for sworn police classifications.

5.3 **Recruitment**

Recruitment for qualified applicants will be conducted as necessary in order to ensure that the city will have available applications of interested qualified persons for possible employment. The notices of employment shall be publicized by posting announcements on all official bulletin boards, advertisements in newspapers and magazines, or given to reputable agencies offering the services which will bring response from qualified persons, and by such other methods as the Human Resources Office deems available. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the available employment opportunities. The City, however, shall not pay any fee

or service charge for any applicant who is referred to it by an employment agency. Job announcements shall be prepared and specify a title and pay of the class for which the city is recruiting, the nature of the work to be performed, preparation desirable for the performance of the work of the class, the manner of making application, and other pertinent information.

5.4 **Application**

All candidates for employment shall file an application on official city application forms. Application forms shall require information covering training, experience, and other pertinent information, and may include certificates of one or more examining physicians, references, and fingerprinting. All applications must be electronically signed by the person applying.

5.5 **Selection Process**

The technique used in the selection process shall be impartial and will relate to those subjects which, in the opinion of the Personnel Officer, fairly measure the relative capabilities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examination shall consist of selection techniques which test fairly those qualifications of candidates such as, but not necessarily limited to, written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples, medical tests, successful completion of prescribed training, or any combination of these or other tests. Each candidate in an examination shall be given written notice of the results thereof, and, if successful, his or her name will appear in final score order on the eligibility list. Selection for appointment shall be made by the appointing department head, with the concurrence of the City Manager, from the eligibility list. An eligibility list shall remain in effect until exhausted or six months, unless extended for a maximum of one year by the Personnel Officer. The appointment shall become effective when a selected applicant commences work.

5.6 **Ineligibility or Disqualification**

The Personnel Officer may reject any application or may withdraw any one from consideration whose appointment will be contrary to the best interests of the city. Reasons for disqualification may include, but shall not be limited to, the following deficiencies:

- a. Does not possess the minimum qualifications required by the position.
- b. Physical or mental disability such as to render the applicant unfit to perform the duties of the position to which appointment is sought.
- c. Addiction to the habitual excessive use of drugs or intoxicating liquor.
- d. The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying;
- e. Request by an applicant that his/her name be withdrawn from consideration.
- f. Intentional deception or fraud in making the application.
- g. Failure to reply within a reasonable time, as specified by the Human Resources Office, to communications regarding availability of employment.
- h. Disqualification of unsuitability for employment as specified in any city or

pertinent departmental rules and regulations.

Whenever an application is rejected, notice of such rejection, with a statement of reasons shall be sent to the applicant by the Human Resources Office. Defective applications may be returned to the applicant with notice to amend the same.

5.7 **Categories of Appointment**

Employment in a municipal service is divided into the following categories:

- a. **Probationary Employee:** A newly hired employee during the initial period of employment. All newly hired City employee are on a probationary status which, unless provided otherwise in a bargaining
- b. **Regular Full-Time Employee:** An employee who has successfully completed the initial probationary period, is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule which totals no less than 2080 hours per year.
- c. **Part-Time Employee:** An employee who is regularly scheduled to work in a single position less than 40 hours per week. All Part-time Employee of the City are At-Will Employees.
- d. **Temporary Employee:** Volunteers and individuals employed through a contracted temporary employment agency with City of Selma placement shall be not entitled to any City of Selma benefits.

5.8 **Reappointment**

With the approval of the Personnel Officer, a regular employee or probationary employee who has completed at least six months of probationary service and who has resigned with a good record may be reinstated within one year of the effective date of resignation to a vacant position in the same or comparable class. Upon reappointment, the employee shall be subject to the probationary period prescribed for that class. No credit for former employment shall be granted in computing salary, vacation, sick leave, or other benefits except on a specific recommendation of the Personnel Officer at time of reappointment.

5.9 **Continued Employment**

The continuation of employment of any employee of the City of Selma is entirely dependent upon satisfactory work performance of the employee and the necessity for the performance of the work and availability of funds.

5.10 **Employee Performance Reports**

A performance report of each regular employee shall be conducted at minimum of six months of employment, at the end of the employee's probationary period and annually thereafter. Additional performance reports may be conducted at the discretion of a direct superior with approval of the department head. The report shall be recorded on a "City of Selma Performance Evaluation" form by the department head or supervisor and forwarded to the Human Resources Office. A Performance Report must accompany any and all recommendations for merit increases.

5.11 **Transfer**

Employees may request a transfer from one department to another within municipal service. However, the employee to be transferred must meet the minimum requirements established for his/her new classification. Employees

requesting transfer shall notify the Human Resources Office of such request. The employee's name shall be placed on a transfer list in the requested classification by date and time of request. Transfers will only be approved when a vacancy exists for a budgeted position within the department to which the employee wishes to transfer to.

5.12 **Promotion**

It is the expressed policy of the City of Selma to encourage the advancement of personnel within the organization; promotional examinations for vacancies will be conducted, as the needs of the city require. Promotional opportunities (available to City employees) will be posted on official bulletin boards selected by the Human Resources Office for a period of no less than five (5) days.

5.13 **Demotion**

An employee may be demoted when his/her performance of required duties falls below standards; for reasons set forth in Section 7; when the need for a position no longer exists; or when the employee requests such demotion. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications. Written notice of a demotion for disciplinary reasons shall be given as provided in Section 7.4

5.14 **Suspension**

An employee may be suspended at any time for reasons set forth in Section 7, or for other just cause. Written notification of suspension shall be given as provided in Section 7.4.

5.15 **Salary Reduction**

An employee may have his/her salary reduced when his/her performance falls below standards, or for reasons set forth in Section 7. The reduced salary may be any step of the employee's current salary range.

5.16 **Reinstatement**

The City Manager may reinstate any suspended employee for good cause and, upon such reinstatement, compensate, in all or in part, such employee for lost time as deemed appropriate by the City Manager.

6. OUTSIDE EMPLOYMENT AND USE OF CITY PROPERTY

6.1 **Prohibited Activity**

Full-time employees are expected to devote full time to assigned duties as a City employee. An employee shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with City job duties, functions or responsibilities, nor shall an employee engage in any outside activity which will directly or indirectly contribute to the lessening of effectiveness as a City employee. No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided in these Employer-Employee Relations Rules, Memorandum of Understanding, or by law.

6.2 **Outside Employment**

Employees may not engage in any employment or activities that create a conflict of interest, is unethical, or otherwise interferes with their City employment.

A City employee shall not perform any work, service, or consultation for compensation outside of City employment where any part of his/her efforts will be subject to approval by any officer, employee, board, or commission of the City of Selma, unless approved in the manner prescribed by these Rules.

Employees occupying competitive services positions, who hold or wish to hold jobs outside their normal City employment must make a request to engage in outside employment and submit the request to the Personnel Officer or his/her designee. Department Heads who wish to engage in outside employment shall submit such requests to the Personnel Officer. Outside employment shall not be permitted if it conflicts in any manner with the employee's duties and responsibilities with the City or is prohibited by law.

In making a determination as to whether an activity creates a conflict or ethical question, the Personnel Officer shall consider, among other pertinent factors, whether the activity involves:

- a. Receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act that the employee would be required or expected to render in the regular course of City employment;
- b. The performance of an act or work which may later be directly or indirectly subject to the control, inspection, review, audit or enforcement by such employee or other City employees;
- c. Conditions or factors which might, directly or indirectly, lessen the efficiency of the employee in regular City employment or conditions in which there is a substantial danger of injury or illness to the employee;
- d. The use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or information obtained through one's City office or employment. No City-owned facilities, equipment or supplies, including autos, trucks, instruments, tools, supplies, machines, badges, identification cards, or other items which are the property of the City shall be used by an employee for personal or non-City business reasons except upon prior written approval of the City Manager;
- e. The solicitation of future employment with a business or individual doing business with the City over which the employee has some control or influence in the course of performing official duties.

6.3 **Authorization of Outside Employment**

Notice of authorization of outside employment shall be in writing to the employee involved, with a copy placed in the employee's personnel file. Denial of authorization of outside employment determination may be subject to the Grievance Procedure as set forth in Section 9 of these Rules.

6.4 **Violations and Penalties**

Any violation of these provisions regarding outside employment shall constitute grounds for disciplinary action up to and including termination.

7. DISCIPLINARY ACTION

7.1 **Authority to Discipline**

Employees who hold non-probationary appointments, and are not at will, shall not

be disciplined without good cause. At-will and probationary employees are subject to dismissal without cause. For purposes of this section, disciplinary action shall be defined to include one or more of the following: oral reprimands, written reprimands, suspensions, demotions, reductions in pay and dismissal. Oral reprimands may be initiated at the supervisor/division manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level in consultation with the Personnel Officer. The Personnel Officer shall be notified of any contemplated disciplinary action prior to the time it is taken. If in emergency situations or other instances when prior notification is not practicable, the Personnel Officer may be notified as soon as possible subsequent to the time the action is taken.

7.2 **Grounds for Disciplinary Action**

Good cause for disciplinary action exists not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform his or her duties, causes other employees not to be able to perform their duties, or involves any improper use of the employee's position for personal advantage or the advantage of others. Good cause may include non-disciplinary reasons such as, the employee's unwillingness or inability, due to mental or physical disability, to perform the duties of the position for an indefinite period. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:

- 7.2.1 Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the City;
- 7.2.2 Breaches of confidentiality, applicable to confidential employees;
- 7.2.3 Failure to comply with the established chain of command or with established protocol, as determined by the City Manager, as it relates to communications with City Council members or other elected officials
- 7.2.4 Furnishing knowingly false information in the course of the employee's duties and responsibilities;
- 7.2.5 Inefficiency, incompetence, carelessness or negligence in the performance of duties;
- 7.2.6 Violation of safety rules;
- 7.2.7 Violation of any of the provisions of these personnel rules and regulations, department rules and regulations, City policies, ordinances or resolutions;
- 7.2.8 Inattention to duty;
- 7.2.9 Tardiness or overstaying lunch periods;
- 7.2.10 Being under the influence of an intoxicating beverage or non-prescription drug or prescription drugs not authorized by the employee's physician, while on duty or on City property;
- 7.2.11 Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor;
- 7.2.12 Any violation of the City's Discrimination or Harassment Policies;

- 7.2.13 Unauthorized soliciting on City property;
- 7.2.14 Unauthorized absence without leave; failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work;
- 7.2.15 Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state or local law which negatively impacts the employee's ability to perform his/her job or brings discredit to the City. (For purposes of this section, a misdemeanor conviction does not include a conviction based on a plea of nolo contendere);
- 7.2.16 Discourteous or offensive treatment of the public or other employees;
- 7.2.17 Falsifying any City document or record;
- 7.2.18 Misuse of City property; improper or unauthorized use of City equipment or supplies; damage to or negligence in the care and handling of City property;
- 7.2.19 Fighting, assault and/or battery;
- 7.2.20 Working overtime without authorization;
- 7.2.21 Theft or sabotage of City property;
- 7.2.22 Sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel;
- 7.2.23 Accepting bribes or kickbacks;
- 7.2.24 Gambling on the job;
- 7.2.25 Engaging in outside employment which conflicts with an employee's responsibilities;
- 7.2.26 Intimidation or interference with the rights of any employee;
- 7.2.27 Outside work or any other activity or conduct which creates a conflict of interest with City work, which causes discredit to the City, negatively impacts the effective performance of City functions or is not compatible with good public service or interests of the City service;
- 7.2.28 Abusive or intemperate language toward or in the presence of others in the work place;
- 7.2.29 Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates;
- 7.2.30 Any other conduct of equal gravity to the reasons enumerated above as determined by the City.

7.3 **Types of Discipline**

Any authorized supervisory employee may propose disciplinary action for cause against an employee under their supervision in accordance with the procedures outlined in these Rules. In general, the City shall adhere to the principles of progressive discipline.

- 7.3.1 *Oral Reprimand* - Verbally notifies the employee that his/her performance or behavior must be improved. Supervisors generally give oral warnings when counseling has failed to produce the desired changes. The warning

defines the areas in which improvement is required, sets up goals leading to this improvement, and informs the employee that failure to improve will result in more serious action. Although the supervisor makes a note of the content of the warning or sends a confirming memo to the employee, no record is placed in the employee's permanent personnel file unless subsequent action is necessary. Oral reprimands are not subject to the disciplinary appeal procedure set forth in these Rules (except as provided by law for police officers and firefighters).

- 7.3.2 *Written Reprimand* - Official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected. Written reprimands should be given in consultation with the Personnel Officer. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing. Written reprimands are not subject to the disciplinary appeal procedure set forth in these Rules (except as provided by law for police officers and firefighters).
- 7.3.3 *Performance Improvement Plan* - Official document that aims to help employees who are not meeting job performance goals by covering specific areas of performance, identifies skills or training gaps and sets clear expectations for future conduct.
- 7.3.4 *Suspension without pay* - Shall be a temporary separation from City service. Certain suspensions are subject to the disciplinary appeal procedure set forth in these Rules.
- 7.3.5 *Reduction in Step within range as a disciplinary measure* - Is the withdrawal of step advancements granted for merit, efficiency, and length of service. Reduction in pay shall become effective on the effective date of the disciplinary action. Reduction may be made on permanent or temporary basis. Certain reductions of pay are subject to the disciplinary appeal procedure set forth in these Rules.
- 7.3.6 *Demotion without consent* - Shall be a reduction in classification to a classification having a lower maximum salary with reduction in salary as provided in Section 8.2 of these Rules. Demotion without consent may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is located. Demotion may be made on a permanent or temporary basis. Demotions are subject to the disciplinary appeal procedure set forth in these Rules.
- 7.3.7 *Dismissal* - The termination of an employee from the City service. Dismissals are subject to the disciplinary appeal procedure set forth in these Rules.

7.4 **Procedures for Disciplinary Action**

In the absence of a process in a Memoranda of Understanding, the following provisions shall govern employees:

Written Notice/Pre-Discipline Meeting/Final Action

The City shall issue a written Notice of Discipline, describing the intended discipline, the basis for the discipline, and attaching any documents upon which

the discipline is based. The City shall provide the employee an opportunity to respond to the disciplinary action, either orally or in writing, within 10 calendar days of such written notice of discipline. If the employee chooses to respond orally, the Personnel Officer shall designate a City official who shall convene a meeting to hear the employee's response. If the employee chooses to respond in writing, the written response shall be logged in the employee's personnel file. No further appeal shall be permitted. In the case of a written reprimand, the employee may respond by submitting a written rebuttal to be logged in the employee's personnel file, but no oral response or appeal is permitted.

For discipline that is greater in severity than a suspension of five (5) working days, (or the equivalent reduction in pay) the City shall issue a Notice of Intent to Impose Discipline, describing the intended discipline, the basis for the discipline and attaching any documents upon which the discipline is based. The notice shall state that the employee has a right to respond, either orally or in writing, before discipline is imposed. The City shall set the pre-discipline meeting approximately one (1) week from the date of the notice, unless a different time and date is set by mutual agreement.

For discipline that is greater in severity than a suspension of five (5) working days, (or the equivalent reduction in pay) the Human Resources Director/Manager shall designate a City official who is disinterested in the matter who shall convene a meeting to review the employee's response before imposing discipline. The employee shall be entitled to a representative of his/her choice; provided, however, that the inability of a particular representative to attend the meeting shall not be cause for requiring a continuance of the meeting. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the City.

At some reasonable time, but no longer than thirty (30) calendar days, after the employee has been provided an opportunity to respond to the charges, the City shall issue a final notice of discipline. The notice shall notify the employee of his/her right of appeal.

8. DISCIPLINARY APPEAL PROCESS

8.1 Employee's Right to Representation During Appeal Process

At any step in the disciplinary appeal procedure, the employee concerned may choose to represent himself/herself or may be represented by that certified employee organization which has been recognized by the City for that representation unit to which the employee's classification is assigned, or by legal counsel. The employee concerned shall be personally present at all stages of the disciplinary appeal process unless that employee specifically waives the right in writing.

8.2 Appeal Process (for discipline greater than 5 days suspension or equivalent reduction in pay)

For discipline that is greater in severity than a suspension of five (5) working days (or equivalent reduction in pay), employees shall have the right to appeal from the final notice of discipline. The notice of appeal must be received within seven (7) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level under these Rules shall be forfeited and the discipline shall become final.

- 8.2.1 *Hearing Officer Selection* - The appeal shall be heard by an independent hearing officer. The hearing officer shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service, or from a similar body mutually agreed to between the parties. After a toss of a coin to decide which party shall strike first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and such person shall act as the hearing officer. This procedure shall be followed until there is an available arbitrator.
- 8.2.2 *Costs* - The costs of the hearing officer shall be borne by the City unless the employee's union has brought the appeal on the employee's behalf, in which case the City and the union will share the costs of the hearing officer equally. Either party may request that the hearing be transcribed, and the requesting party shall bear the expense of the transcript and court reporter's fees. If both parties jointly request the transcript, both parties will share equally in the expense of the transcript and court reporter's fees.
- 8.2.3 *Hearing Officer Authority* - The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within forty-five days (45) of the close of the hearing, the hearing officer shall serve a recommended decision on the City Manager and the employee. The hearing officer's decision must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the City Manager. After consideration of the hearing officer's recommended decision, the City Manager shall issue a final decision in writing. The City Manager's decision may be reviewed by administrative writ of mandamus within the time frames established by California law.
- 8.2.4 *Waiver of Steps or Time Limits*. Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

9. GRIEVANCE PROCEDURE FOR NON-DISCIPLINARY MATTERS

In the absence of an applicable Memorandum of Understanding, this grievance procedure shall apply. This procedure is intended to ensure that every reasonable effort will be made to resolve problems as near as possible to the point of origin.

9.1 **Definition of "Grievance"**

Subject to the exclusions listed in this Rule, a grievance is defined as any dispute involving the interpretation, application, or alleged violation of 1) the specific express terms of a current Memorandum of Understanding (MOU), between the City and a recognized employee organization, or 2) a specific express term of these Rules.

9.2 **Eligibility to File a Grievance**

Only full-time employees in regular non-probationary appointments who are adversely affected by an act or omission of the City are eligible to file a grievance.

9.3 **Exclusion from the Grievance Procedure**

The following matters are excluded from the definition of a "grievance":

- 9.3.1 Requests for changes in wages, hours, or working conditions;
- 9.3.2 The content of employee evaluations or performance reviews, except those that result in a loss of benefits to the employee;
- 9.3.3 Challenges to reclassification, layoff, transfer, denial of reinstatement;
- 9.3.4 Challenges to examinations or appointment to positions;
- 9.3.5 Challenges to this grievance procedure.
- 9.3.6 Disciplinary Actions

9.4 **Group Grievances**

In the event more than one employee is directly involved with an issue, they may, at any step in the grievance procedure, name one of their members to carry the grievance through the procedure as a group grievance and be represented by that employee organization which has been recognized by the City for that representation unit to which their classification(s) is/are assigned. In a group grievance, that named employee directly concerned shall be personally present at all stages.

9.5 **Procedure**

It is the City's intent to deal with and settle complaints and grievances informally and at the nearest practical organizational level and as promptly and fairly as possible.

Whenever feasible, complaints and grievances will be handled during the regularly scheduled working hours of the parties involved.

The grievance procedure shall consist of the following steps:

9.5.1 *Informal Grievance Procedure*

A grievance must be filed within thirty (30) calendar days of the act(s) or omission(s) giving rise to the grievance. Failure to file the grievance within this time period shall result in denial of the grievance as null and void. Within thirty (30) working days of the act(s) or omission(s) giving rise to the grievance, the grievant must discuss the grievance with his/her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the grievant an oral or written reply within ten (10) working days after the discussion. If the grievant is not satisfied with the reply, he/she may proceed to the Formal Grievance Procedure.

9.5.2 *Formal Grievance Procedure*

9.5.2.1 *Level 1 Review*

Any grievance not resolved by the Informal Grievance Procedure, may be submitted in writing by the grievant to his/her supervisor along with a copy to the Human Resources Director/Manager, no later than ten (10) working days after the date of the supervisor's written reply. A grievance may be submitted directly to the Personnel Officer or, if the grievance started at a level above the supervisor or Department Head, the grievance may be submitted at the higher level. The written grievance must contain the following information:

1. Name of grievant and job title;

2. Department/Section in which grievant works;
3. The specific act or omission that gave rise to the alleged violation, misinterpretation, or misapplication and the date or dates of the alleged act or omission;
4. The specific provision(s) of the Memorandum of Understanding, City Policy or Personnel Rules alleged to have been violated, misinterpreted, or misapplied;
5. A list of the documents, witnesses or other evidence that support the grievance;
6. Desired solution or remedy;
7. Name of the grievant's representative, if any;
8. Signature of the grievant or representative and date signed.

Within ten (10) working days thereafter, the supervisor shall schedule a meeting with the grievant to work at resolving the grievance. The supervisor shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the Personnel Officer. If the grievant is not satisfied with the response, he/she may proceed to Level 2.

13.5.2.2. *Level 2 - Department Head Review*

Any grievance not resolved at Level 1 may be submitted to the Department Head no later than ten (10) working days after the date of the supervisor's written reply. The grievant shall provide the Department Head with a copy of the Level 1 response. Within ten (10) working days thereafter, the Department Head shall schedule a meeting with the grievant to work at resolving the grievance. The Department Head shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the Personnel Officer. If the grievant is not satisfied with the response, he/she may proceed to Level 3.

13.5.2.3. *Level 3 – City Manager Review*

Any grievance not resolved at Level 2 may be submitted to the City Manager no later than ten (10) working days after the date of the Department Head's written reply. The grievant shall provide the City Manager with a copy of the Level 1 and Level 2 responses. Within ten (10) working days after receipt of the grievance and the Level 1 and Level 2 responses, the City Manager or his/her designee, at his/her discretion, may conduct an informal hearing involving the parties to the dispute. The City Manager's decision shall be final and binding.

9.6 **Representation**

The grievant is entitled to representation of his/her choice at any point in the grievance procedure. If the representative is a fellow employee, that employee shall receive time off from his/her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. The grievant must inform the Personnel Officer whether he/she will be represented at any meeting regarding the

grievance, along with the identity of the representative, at least forty-eight (48) hours prior to the grievance meeting.

9.7 **Waiver of Steps or Time Limits**

Notwithstanding any provision in this section, any time limit or level of procedure specified in this section may be waived upon consent of all parties involved.

9.8 **Waiver of Grievance**

Failure by the grievant to appeal his/her grievance to the next level within the specified time limits of this rule shall constitute a waiver of the right to pursue the grievance further, unless the City has granted an extension of time to a definite date. Failure by the City to respond to the grievance within any of the specified time lines shall entitle the grievant to appeal to the next level of review.

Additionally, failure on the part of an employee or his representative to appear for any scheduled meeting without notification may, in the City's discretion, result in the City's denial of the grievance.

9.9 **No Interruption of Work**

During the determination of a grievance herein, the employees involved in pursuing the grievance are required to continue their normal work schedule, unless the Personnel Officer directs otherwise.

9.10 **No Retaliation**

Employees shall not be penalized or retaliated against in any way for using the grievance procedures, or testifying as a witness in a grievance proceeding.

10. LAYOFF, DISPLACEMENT AND REEMPLOYMENT

10.1 **Notice**

Should the City Manager determine that reductions in force are necessary due to lack of work, reorganization or for budgetary/fiscal reasons, layoffs may be directed. In the event of layoffs, the City shall provide affected employees with as much notice as possible.

10.2 **Layoff Order Determination**

In determining the order of layoffs, the following rules shall be followed:

No permanent employee shall be laid-off while there are temporary employees serving in the same or allied class or position in the City service unless that employee has been offered the temporary work. Layoffs shall be made in accordance with California Government code §45100 and the criteria set forth below:

- (a) Layoffs shall be by job classification, according to reverse order of seniority, as defined by total City service. Total City service means as a regular full-time employee.
- (b) The employee to be laid-off may displace the least senior employee in a lateral or lower classification in which he/she previously held permanent status, provided the displaced employee has less total City service.
- (c) An employee may demote or transfer to a vacant position in a classification for which he/she possesses the necessary skills, as determined by the

minimum qualifications and job specifications for the position.

- (d) The name of each laid-off employee shall be entered, in order of seniority, on a Reemployment List for twenty-four (24) months.
- (e) A former employee appointed from a Reemployment List may have restored rights accrued prior to being laid-off, such as sick leave, vacation accrual and credit for years of service. However, such recalled employees shall not be eligible for benefits, such as, but not limited too, vacation and compensation time for which he/she received compensation at the time of, or subsequent to, the date he/she was laid-off.

10.3 **Bumping**

“Bumping” means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position and has received notice of layoff.

The laid-off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the current job classification specification.

The City shall notify laid-off employees in writing of the position and classification into which he/she may bump, if any. Following such notification, the employee must notify the Personnel Officer in writing of his/her intent to exercise the bumping rights within seven (7) calendar days of the date of the written notice. Failure to provide such notification shall be deemed a waiver of bumping rights by the employee.

Where there is more than one employee in a position available for bumping, the determination of which employee will be bumped, if any, will be based on seniority.

Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified above.

10.4 **Layoff List Preparation Procedure**

When a Competitive Service position within a classification is abolished, the following general procedure shall be followed:

- 10.4.1 Limited Service employees will be released before an employee in the same classification with probationary or permanent status.
- 10.4.2 The Personnel Officer shall prepare a layoff list of all those Competitive Service employees (including those who are on Leave of Absence) and vacancies within the classification in which a reduction in the number of positions is to occur.

10.5 **Separations**

All employees who separate from City service, that is, whose employment with the City terminates through separation for cause, layoff, resignation, or retirement must:

- 10.5.1 Return all City property to the Human Resources Office or the immediate supervisor prior to receiving the final paycheck.
- 10.5.2 Clear any existing financial obligations with the City.

10.5.3 If applicable, file a Form 700 with the City Clerk.

In addition, employees who resign or retire shall adhere to the following procedures before they will be deemed to have separated in good standing:

10.5.4 Submit a written notification stating the intent to resign or retire and the proposed effective date to their immediate supervisor.

14.5.4 Provide a minimum notice of two weeks. The City encourages employees who become aware of their pending separation from the City to let the Personnel Officer know as far in advance as possible.

10.6 **Reemployment from Lay-off**

Employees who were laid-off may be reinstated within twenty-four (24) months to their former position, if vacant, or to a vacant position in the same classification, without being subject to the application requirement.

11. WORK WEEK AND ATTENDANCE

Department Heads shall assign daily hours of work (or shifts) for employees within departments, as required to meet operational requirements, or the employees' applicable Memorandum of Understanding. The Department Head may change an employee's work period, week, or hours at any time to meet the requirements of the City. Changes shall be made in accordance with applicable Memorandum of Understanding.

Any foreseeable absence or deviation from regular working hours desired by an employee shall be cleared in advance through the employee's supervisor, and such absences shall be noted on the employee's time sheet.

11.1 **Work Week**

Unless otherwise designated by the Department Head, the work week for City employees on a 5/8 schedule (eight hours a day for five days) shall be from Saturday through Friday; for City employees on a 9/80 schedule (nine hours Monday through Thursday, eight hours alternate Friday, and alternate Fridays closed) shall also be Saturday through Friday. These designated work weeks may be changed only as a result of major changes in operations, payroll procedures or as otherwise necessary in order to deliver services as efficiently and economically as possible. The work week for a 4/10 schedule and a 12 hour schedule will be designated by the Department Head.

11.2 **Attendance**

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except when required to leave on authorized City business or some other authorized leave. All departments shall keep daily attendance records of employees, which shall be reported on the employee's timesheet.

Employees who anticipate an absence from all or a portion of their regular work schedule and wish to request a form of accrued leave time or unpaid leave time should follow the procedures provided in these Rules or Memoranda of Understanding for the particular type of leave that they are requesting.

Employees who are unexpectedly unable to report for work as scheduled on any particular day must call their immediate supervisor no later than their scheduled time to begin work for that day, or as otherwise required by the Department. If the

employee’s immediate supervisor is not available, then the employee must notify the Department Head or his/her designee. Employees shall inform their supervisor of the expected duration of any late arrival or absence. Employees who call later than their scheduled time to begin work for their assigned shift shall be deemed to have an unauthorized tardy or absence in violation of this attendance policy. Abuse or misrepresentation of any form of accrued, paid, or unpaid leave time will be grounds for discipline.

Failure on the part of an employee, who is absent without notification or authorization, to return to duty within twenty-four (24) hours after a notice to return to duty has been delivered to their last known telephone number and/or address will constitute an automatic resignation effective as of the last day an employee worked. If, within ten (10) days of said notice, the employee can show good cause for the failure to return to duty, the Personnel Officer may reverse the resignation. In the event that an employee’s absence is deemed an “automatic resignation” in accordance with this Rule, the employee shall have the same right to appeal afforded to employees who are terminated for cause under these Rules. However, an employee’s absence without notification or authorization for twenty-four (24) hours or more shall be deemed just cause for termination.

11.3 Meals and Rest Periods

Employees shall receive a thirty (30) to sixty (60) minute meal period that shall not be compensated, with the exception of safety personnel such as police officers and firefighters. During the meal period, the employee shall be relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee shall be compensated for such time. Meal periods may not be used to shorten the workday unless the employee obtains express prior approval from his/her supervisor.

Employees shall have a ten (10) minute rest period for each half of their shift, as scheduled by the supervisor. The rest period may be interrupted or cancelled if necessary to complete time-sensitive work and shall be compensated time. The rest periods shall not be combined or used to shorten the workday.

11.4 Timekeeping

All employees must sign and accurately record all hours worked and any leave taken on their timesheets. Employees must immediately report any errors on a timesheet that has already been submitted to their supervisor.

12. VACATION AND HOLIDAYS

12.1 Vacation Accrual

Unless otherwise specified in a Memorandum of Understanding or Council approved resolution, each full-time employee shall accrue vacation at the following rate for continuous service performed in pay status as follows:

Full-Time Employees

Years of Service	Days of Vacation Per Year	Bi-Weekly Accrual	Maximum Accrual
0 – 5 years	12	3.69 hours	192 hours
6 – 10 years	18	5.53 hours	288 hours
11 – 15 years	21	6.46 hours	336 hours
16+ years	24	7.38 hours	384 hours

12.2 **Use of Vacation**

After completion of six (6) months of continuous service, an employee may take vacation leave at any time, subject to approval by the employee's Department Head or his/her designee. Approvals shall be based upon workload, staffing coverage, seniority, timing of the request, and any other work-related factors appropriate for consideration by the Department Head. The Department Head, with concurrence of the Personnel Officer, may authorize an employee to take vacation leave prior to completion of six (6) months of continuous service.

12.3 **Effect of Sick Leave On Vacation Leave**

In the event an employee becomes ill during a vacation period, such time shall not be charged as vacation leave if the following conditions are met:

16.3.1. *Employee Sick Leave Requirements.* The employee complies with the same notice requirements as required when the employee is not on leave, including notice to the employee's supervisor no later than the start of the employee's regular work shift. If the employee becomes ill after the start of the work shift, then the employee must promptly provide notice on the same day the illness begins. Sick leave shall only be granted for those days on which notice is given; and

16.3.2 *Return to work requirements.* The employee, upon return to work, submits a doctor's certificate for each day the employee was absent from work.

12.4 **Compensation for City Work During Vacation Prohibited**

No person shall be permitted to work for compensation for the City in any capacity, except compensation for mandated court appearance, call back or special duty assignments, during paid vacation time. Exceptions may be made for Reserve Firefighters.

12.5 **Restricted Use At Resignation**

Vacation leave and floating hours shall not be used within an employee's final fourteen (14) calendar days of employment after submission of the employee's notice of resignation or retirement. Vacation leave shall not be used to extend an employee's final day of employment unless approved by the City Manager.

12.6 **Vacation Pay-Out Upon Termination**

A regular or probationary employee whose employment with the City terminates shall be paid for that part of his/her vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at time of termination.

Unless otherwise provided by State Law, when termination is caused by the death of the employee, said pay for unused vacation shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

12.7 **Holidays**

12.7.1 *Authorized Holidays.* Every full-time probationary and regular employee shall be entitled to the following paid holidays each calendar year and such

other days as may be designated by action of the City Council:

1. January 1 (New Year's Day)
2. The third Monday in January (Martin Luther King Jr. Birthday)
3. The third Monday in February (Presidents' Day)
4. The last Monday in May (Memorial Day)
5. June 19 (Juneteenth)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. The fourth Thursday in November (Thanksgiving Day)
10. The day after Thanksgiving Day
11. December 24 (Christmas Eve)
12. December 25 (Christmas Day)
13. December 31 (New Year's Eve)
14. The employee's date of birth
15. Two (2) days in lieu of September 9 (Admission Day) and the second Monday in October (Columbus Day), subject to the same rules and regulations as annual vacation leave and shall be credited to the employee as of July 1 for the current calendar year. Any new or reappointed employee whose appointment begins after July 1 of any year shall not be credited for the two (2) in-lieu holidays until the following July 1. Any regular employee who is on a non-pay status July 1 shall be credited with the two (2) in-lieu holidays immediately upon returning to a pay status.

Unless otherwise noted, or as specified in an approved and adopted Memorandum of Understanding (MOU), holidays are compensated at the rate of eight (8) hours.

If any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday. If any of the foregoing holidays fall on an employee's normal day off, except Saturday or Sunday, they shall be credited to vacation.

12.7.2 *Holidays Falling During Vacation.* When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday pay and he/she shall not be paid or charged for vacation, except for the additional hour(s) for those employees on a 9/80, 4/10, or other schedule.

12.7.3 *Employee absent from work immediately preceding a holiday.* Employees who are absent from work on the work day immediately preceding a holiday due to unpaid leave of any form shall not receive reimbursement for the missed holiday.

13. SICK LEAVE

Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized in Section 13.5. The employee requesting sick leave shall notify his/her supervisor or Department Head prior to the start of the employee's regular work shift. Sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of these Rules and Regulations and his/her Department Head has approved such payment. Accrued and unused sick leave shall not be paid out

when the employee separates from City employment.

13.1 Eligibility

Regular and Probationary employees shall be eligible for sick leave with pay.

Part-Time employees, upon ninety (90) days of continuous service, shall be eligible for sick leave with pay.

13.2 Accrual

13.2.1 *Sick Leave Accrual for Non-Twenty-Four (24) Hour Shift Personnel*

Sick leave shall be accrued at a rate of 3.69 hours on a biweekly basis, 26 times per year. This is equivalent to eight (8) hours per calendar month.

No Sick Leave shall accrue when an employee is on unpaid leave. Part-Time/Hourly employees shall be credited with twenty-four (24) hours of paid sick leave at the beginning of each fiscal year. Employees must be employed for 90 calendar days before any sick leave may be taken. An employee may not use paid sick leave hours before they are available.

13.2.2 *Sick Leave Accrual for Twenty-Four (24) Hour Shift Personnel*

Sick leave shall be accrued at a rate of 11.08 hours on a biweekly basis, 26 times per. This is equivalent to twenty-four (24) hours per calendar month.

13.3 Accumulation

Accrued sick leave may be accumulated without limit.

13.4 Prohibited Activity

Any employee who is absent from work on a leave as provided in Section 13 or who is absent after requesting such leave shall not engage in work or other activities at any time which would be in conflict with the inability to report for work and to perform the duties assigned.

13.5 Use

13.5.2 *Sick Leave.* Sick leave may be requested and used as approved by the Department Head or Personnel Officer. Pay for approved sick leave shall be authorized until the employee's accumulated sick leave hours have been exhausted and at such time the employee shall receive no further pay for sick leave. An employee shall be granted time off chargeable to sick leave for a visit to a doctor or dentist.

13.5.3 *Use of Sick Leave for Family Member.* In cases of illness of a family member, employees are entitled to use up to one-half of the employee's sick leave entitlement for the year or in accordance with respective MOU to attend to the illness of a child, spouse, domestic partner, parent, grandparent, grandchild or sibling, in accordance with state law. Additional family sick leave usage for special circumstances may be granted on a case-by-case basis at the discretion of the Department Head with the concurrence of the Personnel Officer.

13.5.4 *Use of Sick Leave toward Retirement.* An employee may not use sick leave to extend a retirement (either disability or service retirement) or separation date, unless specifically provided for in an applicable Memorandum of Understanding, or as required by law.

13.6 Holidays within Sick Leave

When a recognized city holiday falls within an employee's verified use of sick leave for which he/she normally would have been excused from work, that day shall not be charged as a day of sick leave.

13.7 Deduction of Sick Leave

Sick leave shall be deducted at the rate of one hour sick leave for each hour absent.

13.8 Verification of Sick Leave Usage

The City reserves the following rights with regard to control and verification of appropriate sick leave usage:

13.8.1 The City may require that any employee who uses more than two (2) consecutive days of leave to provide a physician's certification of the employee's illness.

13.8.2 The City may formally place an employee on "sick leave restriction" whereupon, for a period of time, the employee may subsequently be required to provide a physician's certification of illness for each incidence of sick leave usage, regardless of the amount of time off work.

In determining whether or not to place an employee on "sick leave restriction," the City agrees to consider not only gross usage and so-called "patterns of usage," but also extended illness, major medical problems and incidents of family sick leave.

13.9 Workers' Compensation

13.9.1 Police and Fire Department Sworn Personnel

13.9.1.1 An employee of the Police or Fire Department who is entitled to the benefits of Labor Code Section 4850, who is absent from work by reason of an injury or illness covered by workers compensation with verified medical documentation, shall be allowed up to one (1) year's leave of absence, as required by said section. The employee shall continue to receive his/her regular paycheck as long as he/she remains on pay status; provided, however, that such employee assigns to the city any and all workers compensation payments received by the employee.

13.9.1.2 An employee of the Police or Fire Department who is entitled to the benefits of Labor Code Section 4850, who is absent from work by reason of an injury or illness covered by workers compensation, will continue to accrue sick leave, vacation and holiday benefits as though he/she were not on leave of absence.

13.9.1.3 An employee of the Police or Fire Department who is absent from work by reason of an injury or illness covered by workers' compensation (beyond Labor Code Section 4850), shall continue to accrue sick leave and vacation benefits as though he/she were not on leave of absence, but shall not receive credit for holidays.

13.9.1.4 Whenever such disability of an employee continues for a period beyond one (1) year, the leave of absence may continue until the expiration of his/her accrued sick leave, vacation and previously accrued compensatory time off for overtime and

paid days in lieu of holidays, calculated to the nearest one-half (½) day, with compensation at the employee's regular rate of pay.

13.9.1.5 When it appears the employee cannot return to work by the expiration of such allowances, disability retirement shall be requested by the City to become effective at the expiration of these allowances unless the employee applies for or consents to his/her retirement as of an earlier date, at which time he/she may be compensated for his/her accrued benefits at his/her regular rate of pay.

13.9.1.6 No employee of the Police or Fire Department shall be paid any disability indemnity under workers compensation concurrently with wages or salary payments by the city amounting to more than his/her regular rate of pay at any time during his/her leave of absence.

13.9.2 All Other City Employees

An employee, other than Police or Fire Department sworn personnel (entitled to the benefits of Labor Code Section 4850), who is absent from work due to an injury or illness covered by workers compensation shall continue in pay status under the following provisions:

13.9.2.1 The employee shall continue to receive his/her regular paycheck as long as he/she remains on pay status; provided, however, that such employee assigns to the city any and all workers' compensation payments received by the employee.

13.9.2.2 The employee's accumulated sick leave shall be reduced in an amount corresponding to the percent of the employee's salary being paid by the city.

13.9.2.3 Such an employee will continue in pay status and receive his/her regular rate of pay until his/her accumulated sick leave, compensatory time and vacation days have been depleted to the nearest one-half (½) day.

13.9.2.4 During the time the employee is in pay status while absent from work by reason of injury or illness covered by workers compensation, he/she shall continue to accrue sick leave and vacation benefits as though he/she were not on leave of absence, but shall not receive credit for holidays.

13.9.2.5 Any employee other than Police and Fire Department personnel, who depletes his/her accumulated sick leave, compensatory time, holidays and vacation days to maintain pay status while absent from work by reason of an injury or illness covered by workers compensation shall be removed from pay status and be covered under provisions of Section 13.12.

13.10 Coordination of Benefits

If an employee is on sick leave and is receiving State Disability Insurance (SDI) or temporary Disability payments (including Workers' Compensation payments), the employee may continue to receive full pay from the City by requesting that the maximum weekly disability benefits be supplemented by the use of sick leave

benefits. To exercise this option, the employee shall tender his/her SDI payments or temporary disability payments to the City and the City shall then continue to issue paychecks and deduct the value of the difference between those payments and the employee's regular pay from the employee's sick leave accruals.

Part-time and temporary employees are covered by and shall receive the benefits provided by the Workers' Compensation Insurance Plan of the City but shall not be eligible for any other benefits in this section.

13.11 Depletion of Sick Leave, Compensatory Time and Vacation Benefits

Upon depletion of accumulated sick leave, compensatory time and vacation for any injury or illness and upon the recommendation of the employee's department head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, he/she must request medical leave which shall be subject to approval of the City Manager. If further leave is granted, the employee must notify the city of his/her intent to return to work every thirty (30) days. If further leave is not granted, the employee's service with the city shall be considered terminated. (See also Section 14.11 – Family and Medical Leave (FMLA/CFRA))

13.12 Catastrophic Leave Program

An employee may be eligible to receive donations of paid vacation leave to be included in the employee's sick leave balance if she/he or a qualifying family member has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition that is considered to be terminal, a long-term major physical impairment or disability. This program will be administered in accordance with the City's Catastrophic Leave Policy.

14 OTHER LEAVES OF ABSENCE

14.1 Leave of Absence of Without Pay

Leave of absence without pay may be granted in cases of emergency where such absence would not be contrary to the best interests of the city. Such leave is not a right but a privilege. Employees on authorized leave of absence without pay may not extend such leave without the expressed approval of the City Manager. No vacation or sick leave benefits shall be used for illness occurring during such leave.

14.1.1 Approval of Department Head

Leave of absence without pay for one (1) week or less may be granted by the Department Head, depending on the merits of the case. Such leave shall be reported to the Human Resources Office.

14.1.2 Approval of City Manager

Leave of absence without pay in excess of one (1) week's duration may be granted by the City Manager on the merits of the case, but such leave shall not exceed twelve (12) months' duration.

14.2 Absence without Leave

Absence without leave shall be considered to be without pay and reduction in the employee's pay shall be made accordingly. Absence without leave for more than

three (3) consecutive days may result in termination of employment.

14.3 Leave of Absence: Death Outside of Immediate Family

Leave without pay may be granted a regular employee by his/her department head in the event of death of family members other than a qualifying family member, , such leave to be granted in accordance with Section 14.1.

14.4 Employee's Time Off To Vote

Time off with pay to vote at any general, special, direct primary or Presidential primary election shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said code.

14.5 Jury Duty: Leave of Absence

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the city all fees received for such duties, other than mileage or subsistence allowance, within thirty (30) days from the termination of his/her jury duty.

14.6 Subpoenas: Leave of Absence

Regular employees who are subpoenaed to appear as witnesses in a court trial may be granted a leave of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the city within thirty (30) days from the termination of his/her service. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee

14.7 Leave for Attendance at Industrial Accident Commission Hearing or Related Physical Examination

Employees who have been injured in the course and scope of their employment with the city and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the city's workers compensation insurer or the Industrial Accident Commission shall be granted leave with pay for such absences only if the employee is in pay status at the time of the scheduled examination or hearing. Applications for such leaves of absence shall be filed in advance with the department head.

14.8 Management Leave

The City Manager may grant management leave to designated employees.

Management leave cannot be accumulated from one fiscal year to the next. Management leave will be credited each July and must be used by the last full pay period the following June. Leave may not be used in July until it is credited to the leave bank and registers on the paycheck. New managers shall receive prorated management leave based upon the number of pay periods remaining in that fiscal year. Management leave has no cash value if not used. Managers leaving city service shall only be entitled to partial year pro-ration based upon the number of pay periods worked in the fiscal year. Managers using more than the prorated management leave will be required to reimburse the city out of the final check. NOTE: If a contract is in place, a contract supersedes this section.

14.9 Status of Employee on Authorized Leave of Absence Without Pay

14.9.1 *Break in Service.* Authorized leave of absence without pay shall not be

construed as a break in service, and rights accrued at the time the leave is granted shall be retained by the employee. However, vacation credits, sick leave credits, holidays, health benefits, and retirement benefits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence unless otherwise expressly provided for in a Council-approved action. Employees in such status may be required to pay for all fringe benefits, such as health plan premiums, during the period of their leave without pay.

14.9.2 *Employee Return to Work.* An employee returning after an authorized leave of absence without pay shall retain the same status and shall be placed at the same salary step in the pay range currently in effect for the class as the employee received when the authorized leave of absence without pay commenced. Time spent on such leave without pay shall not count toward service within the pay range and the employee's salary anniversary date shall be set forward a period of time equal to the employee's total absence as adjusted to the beginning of the closest pay period.

14.9.3 *Return from Authorized Leave of Absence without Pay for Military Duty.* Notwithstanding provisions of Section 14.8, 14.11 and 14.12 of these Rules, the applicable sections of the Federal and State military leave laws shall apply in determining benefits for those employees returning from an authorized leave of absence without pay for military duty.

14.10 Administrative Leave

The City, in its discretion, may place an employee on administrative leave with or without pay. Employees on such leave shall be available and are subject to the City's instructions during their normal working hours.

14.11 Bereavement Leave

The City shall allow an employee to be absent from work with pay for a maximum of five (5) for a death which occurs within the State of California. If the death occurs outside the State of California, additional time may be allowed. Bereavement leave is allowable in the case of death of a qualifying family member as defined in Section 2.53 of the Personnel Rules and Regulations.

14.12 Family and Medical Leave (FMLA/CFRA)

In accordance with federal and state laws and regulations, the City shall provide family and medical leave, which is unpaid leave, to eligible employees. "Family and Medical Leave" under this Rule refers to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA"). Employees with any questions or requests for information about family and medical leave should consult the Human Resources Office and the City's FMLA/CFRA Policy.

14.13 Military Leave

14.13.1 *Military Leave With Pay.* Shall be granted in accordance with Federal and State law. An employee entitled to military leave shall give his/her Department Head an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Prior to taking such leave, an employee shall present a copy of his/her military orders to

the Department Head. The Department Head shall promptly advise the Human Resources Director/Manager of such military orders. The employee's work schedule may be temporarily changed by the Department Head to accommodate the leave and department workloads, in accordance with applicable law. Benefits shall continue to accrue to the employee to the extent required by law. Employees on military leave shall be granted promotional opportunities and reinstatement after return from military leave in accordance with applicable law. The City offers employees on military leave the option to continue health benefits.

14.13.2 *Leave Accrual.* As required by law, the City will continue leave accruals during paid military leave and make contributions under retirement plans.

14.14 Military Spouse Leave

In accordance with California Military & Veterans Code section 395.10, eligible spouses and domestic partners of active members of the military are entitled to up to ten (10) days of unpaid leave when their spouse or domestic partner, who is in active military service, is on qualified leave.

14.15 Paid Family Leave (PFL)

Employees who are covered by State Disability Insurance (SDI) are eligible for Paid Family Leave (PFL) benefits while taking care of family member(s). These benefits are paid by the State Employment Development Department.

14.16 Pregnancy Disability Leave (PDL)

Any employee who is disabled because of pregnancy, childbirth, or a related medical condition may be entitled to pregnancy disability leave (PDL). The rules for PDL are contained in the City's Pregnancy Disability Leave Policy

15 TUITION REIMBURSEMENT

Employees are encouraged (but not required) to further their education by taking accredited courses which satisfy any of the following criteria: are related to the employee's present position with the City; related to the employee's potential development with the City; part of a program leading to a degree related to the employee's present position or potential for development; or required to obtain a high school diploma.

An employee who participates in an educational program may be reimbursed for courses taken on the employee's own time and at his/her expense in accordance with their respective Memorandum of Understanding.

16 EMPLOYER - EMPLOYEE RELATIONS

The purpose of this section is to implement the Meyers Miliias Brown Act, Government Code Sections 3500 et seq., ("MMBA") by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations and for resolving disputes regarding wages, hours, and other terms and conditions of employment.

16.2 Definitions

For purposes of this section, the following terms shall have the meanings indicated:

16.2.1 *Appropriate Unit.* A unit established pursuant to Section 16.9.

16.2.2 *City.* The City of Selma, a municipal corporation, and where appropriate

herein, “City” refers to the City Council, the governing body of said City or any duly authorized management employee as herein defined.

- 16.2.3 *Confidential Employee.* An employee who is privy to decisions of City management affecting employer-employee relations.
- 16.2.4 *Consult or Consultation in Good Faith.* To communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions.
- 16.2.5 *Employee.* Any person regularly employed by the City except those persons appointed directly by the City Council, elected by popular vote or temporary or contract employees.
- 16.2.6 *Employee Organization.* Any organization which includes employees of the City and which has as one of its primary purposes representing such employees in their employment relations with the City.
- 16.2.7 *Employer-Employee Relations.* The relationship between the City and its employees and their employee organization, or when used in a general sense, the relationship between City management and employees or employee organizations.
- 16.2.8 *Impasse.* a) a deadlock in the discussions between an employee organization and the City over any matters which they are required to meet and confer in good faith, or over the scope of such subject matter; or b) any unresolved complaint by an affected employee organization, advanced in good faith, concerning a decision of the Municipal Employee Relations Officer made pursuant to Section 16.5.
- 16.2.9 *Majority Representative.* An employee organization, or its duly authorized representative, that has been granted formal recognition by the Municipal Employee Relations Officer as representing the majority of employees in an appropriate unit.
- 16.2.10 *Management Employee.* Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to the City Manager and Department Heads. Any employee having authority to exercise independent judgment to hire, transfer, suspend, lay-off, recall, promote, dismiss, assign, reward, or discipline other employees. The exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- 16.2.11 *Mediation or Conciliation.* The efforts of an impartial third person, or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice. Mediation and conciliation are interchangeable terms.
- 16.2.12 *Meet and Confer in Good Faith.* (Sometimes referred to herein as “meet and confer” or “meeting and conferring”). Performance by duly authorized City representatives and duly authorized representatives of an employee organization (recognized as the majority representative) of their mutual obligation to meet at reasonable times and to confer in good faith regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in an effort to: A) reach agreement on those matters within the authority of such representatives and B) reach agreement on what will be recommended to the City Council on

those matters within the decision making authority of the City Council. This does not require either party to agree to a proposal or to make a concession.

- 16.2.13 *Municipal Employee Relations Officer.* The City's principal representative in all matters of employer-employee relations designated pursuant to Section 16.2, or his/her duly authorized representative.
- 16.2.14 *Peace Officer.* As defined in Section 830, California Penal Code.
- 16.2.15 *Professional Employee.* Employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, attorneys, engineers, planners architects, and various types of physical, chemical, and biological scientists.
- 16.2.16 *Recognized Employee Organizations.* An employee organization which has been acknowledged by the Municipal Employee Relations Officer as an employee organization that represents employees of the City. The rights accompanying recognition are either:
 - 16.1.16.1 *Formal Recognition.* The right to meet and confer in good faith as the majority representative in an appropriate unit; or
 - 16.1.16.2 *Informal Recognition.* The right to consultation in good faith by all recognized employee organizations.
 - 16.1.16.3 *Scope of Representation.* All matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. City Rights (Section 16.4) are excluded from the scope of representation.

16.2 Designation of Municipal Employee Relations Officer

- 16.2.1 The City Manager or his/her designee shall be the City's Municipal Employee Relations Officer and shall be the City's principal representative in all matters of employer-employee relations, with authority to meet and confer in good faith on matters within the scope of representation including wages, hours and other terms and conditions of employment.

The Municipal Employee Relations Officer is authorized to delegate these duties and responsibilities.

16.3 Employee Rights

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City (except as provided for in California Government Code 3502.5 - Agency Shop). No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his/her exercise of these rights.

16.4 City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

16.5 Meet and Confer in Good Faith - Scope

- 16.5.1 The City, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations with majority representation rights regarding matters within the scope of representation including wages, hours and other terms and conditions of employment within the appropriate unit.
- 16.5.2 The City shall not be required to meet and confer in good faith on any subject preempted by Federal or State law nor shall it be required to meet and confer in good faith on Employee or City Rights as defined in Sections 16.3 and 16.4. Proposed amendments to this Rule are excluded from the scope of meeting and conferring.

16.6 Incorporation into a Memorandum of Understanding

When the meeting and conferring process is concluded between the City and a formally recognized employee organization representing a majority of the employees in an appropriate unit, all agreed upon matters shall be incorporated in a written memorandum of understanding signed by the duly authorized City and majority representatives.

As to those matters within the authority of the City Council, the Memorandum of Understanding shall be submitted to the City Council for approval.

16.7 Compliance with Federal and State Laws

The City Council may adopt such Rules and Regulations necessary or convenient to implement the provisions of this Rule and the MMBA.

Nothing in this Section shall be construed to deny any person or employee the rights granted by Federal and State laws and City Code provisions.

The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Section.

The provisions of this Section are not intended to conflict with the provisions of the MMBA.

16.8 Advance Notice

Reasonable written notice shall be given to each recognized employee organization affected of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council or by any board or commission of the City, and each shall be

given the opportunity to meet with the Municipal Employee Relations Officer.

In cases of emergency when the City or any board or commission of the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City or the board or commission of the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

16.9 Petition for Recognition

There are two levels of employee organization recognition - formal and informal. The recognition requirements of each are set forth below.

16.9.1 *Formal Recognition – The Right to Meet and Confer in Good Faith as Majority Representative:* An employee organization that seeks formal recognition for purposes of meeting and conferring in good faith as the majority representative of employees in an appropriate unit shall file a petition with the Municipal Employee Relations Officer containing the following information and documentation:

- (1) Name and address of the employee organization.
- (2) Names and titles of its officers.
- (3) Names of employee organization representatives who are authorized to speak on behalf of its members.
- (4) A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the City.
- (5) A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with, a regional or state, or national or international organization, and, if so, the name and address of each such regional, state or international organization.
- (6) Certified copies of the employee organization's constitution and by-laws.
- (7) A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- (8) A statement that the employee organization recognizes that the provisions of Section 923 of the California Labor Code are not applicable to City employees.
- (9) A statement that the employee organization has no restriction on membership based on race, color, creed, sex, national origin, disability or medical condition, age, or sexual orientation.
- (10) The job classifications or titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
- (11) Authorization cards demonstrating support for the petition, signed by 30% or more of the employees within the bargaining unit, that are dated no later than six (6) months earlier than the date of the petition, and which appear authentic to the party reviewing them who may be the Municipal Employee Relations Officer or a mutually agreed upon disinterested third party.
- (12) A request that the Municipal Employee Relations Officer recognize the employee organization as the majority representative of the employees

in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith on all matters within the scope of representation.

16.9.2 *Informal Recognition – The Right to Consult in Good Faith:* An employee organization that seeks recognition for purposes of consultation in good faith shall file a petition with the Municipal Employee Relations Officer containing the following information and documentation:

- (1) All of the information enumerated in 16.9.1 of this Section.
- (2) A statement that the employee organization has in its possession written proof, dated within six (6) months of the date upon which the petition is filed, to establish that employees have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Municipal Employee Relations Officer or to a mutually agreed upon disinterested third party.
- (3) A request that the Municipal Employee Relations Officer recognize the employee organization for the purpose of consultation in good faith.

16.10 The Petition

The petition, including all accompanying documents, shall be verified, under oath, by the Executive Officer and Secretary of the organization that the statements are true.

All changes in such information shall be filed forthwith in like manner.

16.11 Municipal Employee Relations Officer

The Municipal Employee Relations Officer shall grant recognition, in writing, to all employees organizations who have complied with either Section 21.9.1 or 21.9.2 for purposes of consultation in good faith for its members. Employee organizations seeking formal recognition as majority representative must, in addition, establish to the satisfaction of the Municipal Employee Relations Officer that it represents a majority of the employees in the manner prescribed in Section 16.9. No employee may be represented by more than one recognized employee organization for the purposes of this Resolution.

16.12 Response to Petition

Within 30 days after receiving a petition, the Municipal Employee Relations Officer shall determine whether the petition contains the necessary elements demonstrating the requisite showing of interest. If the petition is defective in some respect, the Municipal Employee Relations Officer may reject and return it, with a brief explanation. Alternatively, the Municipal Employee Relations Officer may retain the petition, and permit the petitioner to alleviate the deficiencies promptly.

16.13 Notice

After the Municipal Employee Relations Officer determines that a petition meets the requirements under this Rule, the Officer shall provide notice that a petition has been filed to all employees in the bargaining unit at issue, all recognized employee organizations, and the City Council.

16.14 Elections

Unless otherwise provided by State Law, elections shall be conducted in

accordance with the provisions herein.

16.15 Certification

The Municipal Employee Relations Officer shall provide notice of the election outcome to all affected employee organizations and the Council. For certification petitions, the Council shall certify the prevailing organization, if any, as the exclusive bargaining representative for the bargaining unit(s) at issue.

16.16 Election Procedures

The following procedures are applicable to elections, except as specified herein.

16.16.1 *Third-party Election.* Elections will be conducted by a third party as designated by the Municipal Employee Relations Officer. The Municipal Employee Relations Officer may take reasonable measures, not in conflict with this Rule or applicable law, to ensure the integrity of elections.

16.16.2 *Municipal Employee Relations Officer Discretion.* The Municipal Employee Relations Officer has the discretion to refer the election matter at issue to a neutral agency such as the State Mediation and Conciliation Services (SMCS), or the Public Employee Relations Board (PERB), for handling.

16.16.3 *Supported Petition.* In order for an election to be held, petitions to certify or decertify a recognized bargaining representative, or to rescind an agency shop provision, must be accompanied by cards showing that the petition at issue is supported by thirty percent (30%) or more of the bargaining unit employees.

16.16.4 *Challenges.* Challenges to certification petitions may be initiated by other employee organizations. If the challenging organization meets these requirements, the organization will also be included in the election. The requirements are:

16.16.4.1 *Challenging Organization:* The challenging organization provides the information contained in this Rule.

16.16.4.2 *Percent of Signed Cards.* The challenging organization produces cards demonstrating that at least ten percent (10%) of employees in the bargaining unit subject to the petition support the challenge.

16.16.4.3 *Time Period.* The challenge must be initiated within 30 days after the Municipal Employee Relations Officer gives notice of a petition for certification.

16.16.5 *Authenticity.* The authenticity of cards and signatures shall be verified by a neutral party designated by the Municipal Employee Relations Officer.

16.16.6 *Secret Ballot.* Elections will be conducted by secret ballot. Over fifty percent 50% of the employees in the bargaining unit must participate in the election in order for the election to be certified. Elections will be determined by majority vote of those employees casting votes.

16.16.6.1 *No Representation Choice.* Ballots shall contain the choice of “no representation”.

- 16.16.6.2 *No Majority Result.* If no representative receives a majority of the votes, the Municipal Employee Relations Officer shall conduct a runoff election between the two (2) choices receiving the most votes.
- 16.16.7 *Costs.* Except for initial elections regarding certification of an exclusive bargaining representative, costs of elections shall be borne equally among the City Council and the employee organizations appearing on the ballot, to the extent permitted by law.
- 16.16.8 *Decertification election.* Elections concerning the proposed decertification of an exclusive bargaining representative may be held no sooner than twelve (12) months following the date the Council certified and recognized the bargaining representative as the exclusive bargaining representative for the employee organization(s) at issue. A decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of employees in an established unit may be filed with the Municipal Employee Relations Officer only during the thirty (30) day period commencing one-hundred and twenty (120) days prior to the termination date of an MOU then having been in effect less than three (3) years. For MOUs in effect three (3) years or longer, decertification petitions may be filed during the month of January in every year the MOU is in effect.
- 16.16.9 *Rescinding Agency Shop.* No more than one vote to rescind an agency shop agreement may be taken during the life of a MOU that provides for agency shop.
- 16.16.10 *Granting Recognition.* Notwithstanding the procedures in this Rule, the Council shall grant exclusive recognition to an employee organization based on a signed petition, authorization cards, or union membership cards showing that a majority of the employees in an employee organization determined appropriate by the Municipal Employee Relations Officer desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit. Exclusive representation shall be determined by a neutral third party selected by the Municipal Employee Relations Officer and the employee organization who shall review the signed petition, authorization cards, or union membership cards to verify the exclusive or majority status of the employee organization. In the event the parties cannot agree on a neutral third party, the parties shall utilize the services of the SMCS. In the event the neutral third party determines, based on a signed petition, authorization cards, or union membership cards, that a second labor organization has the support of at least 30% of the employees in the unit in which recognition is sought, the neutral third party shall order an election to establish which labor organization, if any, has majority status.

16.17 Bargaining Unit Modifications

Bargaining unit modifications may be initiated by the Municipal Employee Relations Officer, by a group of employees, or by a recognized employee representative.

Modifications to existing bargaining units must be supported by some legitimate

reason.

- 16.17.1 *Municipal Employee Relations Officer Initiated Unit Modification.* The Municipal Employee Relations Officer may initiate a modification of its unit structure, including the creation of new units, or the reallocation of classifications from one bargaining unit to another bargaining unit. The Municipal Employee Relations Officer shall provide notice to all affected employee organizations, and to each employee who may be affected by the proposed change. Before implementing any modification or reallocation, the Municipal Employee Relations Officer shall provide the opportunity to meet and confer (or consult), to the extent required by law, with affected, recognized employee representatives.
- 16.17.2 *Employee and Union Initiated Modifications.* An employee, group of employees, or a recognized employee organization may request that a unit be modified, or that one or more classifications be reallocated to a new or existing bargaining unit. The Municipal Employee Relations Officer shall provide notice to all affected employee organizations upon receipt of such a request. The request must be accompanied by authorization cards, dated no later than 6 months earlier than the request, showing that at least 40% of the employees in the new proposed unit, or 30% of the employees in the classification(s) proposed to be reallocated to another bargaining unit, support the request.

16.18 Denying the Request

The Municipal Employee Relations Officer may exercise discretion to deny the request in the event the criteria listed in section 16.9 of this Rule indicates to the Municipal Employee Relations Officer that the modification or reallocation is inappropriate. The Municipal Employee Relations Officer shall provide written notice of the rejection to all recognized employee representatives promptly after such determination.

- 16.18.1 *Consistent Modifications.* If the Municipal Employee Relations Officer determines that the modification or reallocation is consistent with the criteria listed, the Municipal Employee Relations Officer shall further process the request. If the Municipal Employee Relations Officer determines that a new unit or reallocation is appropriate, the Municipal Employee Relations Officer shall provide notice to all recognized employee representatives. If no protest is filed within 30 days, the Municipal Employee Relations Officer shall promptly reassign affected classifications to the new unit, or reallocate the classifications to an existing bargaining unit. In the event of an assignment to a newly created bargaining unit, the Municipal Employee Relations Officer shall also notify the employees of their rights under this Rule, including the right to select a representative of their choice for the purpose of meeting and conferring regarding wages, hours and working conditions under the MMBA.
- 16.18.2 *Protests.* Within 30 days of notice regarding the Municipal Employee Relations Officer's determination to modify a bargaining unit, or reallocate classifications, an affected recognized employee representative may submit a protest to the Municipal Employee Relations Officer's office.

The protest must include the following in order to be considered.

16.18.2.1.1 *Data.* The name, address, e-mail address, and telephone number of the protesting representative.

16.18.2.2 *Facts.* The facts and arguments supporting the protest.

16.18.2.3 *Resolution.* The proposed resolution.

16.18.3 *Response.* Upon receipt of a protest, the Municipal Employee Relations Officer shall meet and confer to the extent required by law. If there is no resolution, the dispute shall be submitted to the SMCS for mediation. If the SMCS is unable to achieve a resolution, the matter shall be referred to the Municipal Employee Relations Officer for final written decision and notice to all affected parties. After issuing a decision, the Municipal Employee Relations Officer may reassign or reallocate the classifications at issue.

16.19 Timing

Unless required by law, unit modifications or reallocations may not be initiated sooner than 12 months following the date of City Council adoptions of any memorandum of understanding which covers the classifications proposed to be reallocated or moved from the bargaining unit.

16.20 Unit Disputes Involving Professional Employees

In the event of a dispute on the appropriateness of a unit of representation for professional employees, upon request of any of the parties, the dispute shall be submitted to the SMCS for mediation or for recommendation for resolving the dispute. Professional employees, for the purposes of this section, mean employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, attorneys, physicians, registered nurses, engineers, architects, teachers, and the various types of physical, chemical, and biological scientists.

16.21 Rights and Responsibilities

16.21.1 *Meet and Confer.* An exclusive bargaining representative shall have the right to meet and confer in good faith with authorized City representatives regarding wages, hours, and working conditions within the scope of representation. If an agreement is reached, the parties shall jointly prepare a written MOU, which shall not be binding, and present it to the Council. If the Council adopts the written MOU, it shall become binding on the parties. The City is under no obligation to meet and confer with an employee organization unless it has been certified as a recognized employee representative.

16.21.2 *Current Information.* Recognized employee representatives have the responsibility to inform the Municipal Employee Relations Officer, in writing, of any changes in the information specified in section 21.9 of this Rule, and the Council may rely on its information on file for purposes of notice under this resolution and the MMBA.

16.21.3 *Release Time.* During the period of meet and confer regarding a memoranda of understanding, recognized employee representatives shall

be entitled to a reasonable number of representatives who may receive paid release time during the period when formal negotiations are occurring at the table. The precise number shall be subject to the parties' discussions and the Municipal Employee Relations Officer's approval at the outset of negotiations. Employee representatives shall cooperate with the Municipal Employee Relations Officer on a reasonable schedule, and the employees released for negotiations shall notify their supervisors, obtain their consent (which shall not be unreasonably withheld) and ensure that the dates scheduled for negotiations do not adversely affect City operations. Paid release time may not be authorized for activities such as soliciting membership, internal union elections, campaigning for office or other political activity, organizing efforts, or for any other purpose not authorized by this Rule or an MOU.

16.21.4 *City Resources.* Use of City resources, and use of City Council facilities, including without limitation; stationery, computers, mail, e-mail, copy machines, and fax machines, for Union business is prohibited.

16.21.5 *Dues and Other Authorized Payroll Deductions.* Recognized employee representatives may sponsor payroll deduction programs for membership dues, charitable causes, and benefit premiums and contributions. In order to participate, each affected employee must submit a written authorization on a form prescribed by the Municipal Employee Relations Officer.

Deductions shall comply with City administrative procedures.

16.21.6 *Appeals.* An employee or labor organization aggrieved by any adverse action taken pursuant to this Employee-Employer Relations Rule may submit an appeal to the Municipal Employee Relations Officer. The Municipal Employee Relations Officer may adopt reasonable procedures, after appropriate meet and consult, to resolve such appeals. To be considered, an appeal must be filed within 30 days of when the aggrieved party knew or should have known of the alleged violation. Failure to file an appeal within the 30 day time limit shall constitute a waiver of any challenge to the action at issue. Appeals must contain specific allegations that the employer violated a specific provision of this Rule or applied the Rule in a manner that violates an applicable law. Appeals must be submitted and appeal procedures exhausted before resorting to any other forum, so that the underlying facts may be gathered, an appropriate record may be created, and the Municipal Employee Relations Officer is provided a reasonable opportunity to correct or remedy complaints. No other grievance or appeal process may be used to address issues covered by this Rule.

16.22 Impasse Resolution Procedures

16.22.1 *Impasse Meeting.* If impasse is reached during negotiations concerning an MOU, either party may declare an impasse by submitting a written letter formally declaring an impasse. The declaration of impasse must contain all of the following elements:

16.22.1.1 *Tentative Agreements.* A list of all tentative agreements, if any.

16.22.1.2 *Disputed Issues.* A list of all disputed issues.

16.22.1.3 *Last and Final Offer.* For each disputed issue, the declarant's last and final offer. The party against whom the impasse is declared shall submit a formal response within 7-working days of notice of impasse, and shall meet within 7-working days thereafter.

16.22.2 *Mediation.* Upon and after impasse, either party may request that the dispute be submitted to mediation, and the other party must participate in good faith upon request, or submit a letter within 7-working days of the request specifically declining to participate in mediation. The costs of mediation shall be borne equally. Mediation shall be conducted by a mediator supplied by the SMCS, or by some other mutually agreed upon mediator. Mediation shall be confidential. The mediator shall not make public recommendations or issue any decision concerning the issues. If no agreement is reached after an opportunity for mediation, the matter may be referred to the City Council for final determination.

16.22.3 *Miscellaneous.* The impasse resolution section shall not apply to economic disputes involving employees governed by different impasse resolution procedures imposed by lawful statute. This impasse resolution section shall only cover bargaining impasses regarding comprehensive memoranda of understanding (MOUs), and it does not cover day-to-day issues subject to meet and confer/meet and consult; or Council actions that may be subject to meet and confer/meet and consult requirements.

16.23 Agency Shop

If made, agency shop arrangements must accord with all requirements of California Government Code section 3502.5.

16.24 Miscellaneous Provisions

16.24.1 *Savings and Separability.* This Rule is intended to comply with all applicable state and federal laws, and it should be interpreted and applied to harmonize with all such law, reserving the broadest legal measure of authority to the Council. In the event a court of competent jurisdiction determines that some provision is inconsistent with applicable and binding law, then that provision shall be severed and all remaining portions of the Rule shall continue in full force and effect. Upon request by the Municipal Employee Relations Officer, a recognized bargaining representative will meet and consult promptly in an effort to resolve any amendments that are necessary or advisable in light of changes to existing law, or interpretations of the law that impact this Rule.

17 MISCELLANEOUS

These rules and regulations shall only become effective when they are adopted by the City Council. Upon adoption they shall supersede any and all City-wide and/or departmental personnel management policies, rules, regulations, and procedures previously adopted, except those adopted by order of a department manager which are not in conflict with these Rules.

Any and all provisions contained in a Memorandum of Understanding (MOU) in effect at the time of adoption of these Rules, and which may be in conflict with the provisions of these Rules, shall remain in effect and supersede these Rules until such time as the conflicting provisions of the MOU may be modified, through the meet and confer process,

to conform to these Rules. No existing MOU shall be modified, and no new MOU shall be entered into, which would establish provisions that would be in conflict with these Rules unless expressly identified by the City Manager and recommended to the City Council for review and approval.

These Rules do not create a “contract” of employment between the City and any employee. Public employment is statutory, not contractual.

If any part of these Rules is determined to be unconstitutional or illegal, such part shall be severed from these rules and the remaining Rules shall be given full force and effect. The City shall comply with changes in state and federal law, and shall amend these Rules as necessary for consistency. The term “City” as used in these rules refers to the City of Selma. Responsibilities and rights of the City under these rules are exercised by the City Manager, and may be delegated by the Manager in his/her discretion.

DRAFT

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

January 16, 2024

ITEM NO: 6.

SUBJECT: Public Hearing and Second Reading of an Ordinance to Expand the Downtown Business Improvement District Board from seven (7) to nine (9) Members and Setting The Date And Time Of Regular Bid Advisory Board Meetings To 5:30 P.M. On The Second and Fourth Wednesday of Every Month

BACKGROUND: On December 4, 2023, the City Council introduced an ordinance that would expand the BID Advisory Board (Board), increasing its membership from seven (7) to nine (9) members along with a plan to stagger the Board appointments. The ordinance would also require the board to establish a meeting by way of a resolution. This adjustment aimed to enhance community involvement.

DISCUSSION: The proposed changes to the ordinance aim to expand the BID Advisory Board's membership from 7 to 9 individuals. Moreover, the ordinance introduces language that outlines the establishment of regular meetings through means of a resolution. This practice of using resolutions to determine meeting schedules is a standard procedure across Boards and Commissions like the Recreations and Community Services Commission and Community Services Commission.

Upon the ordinance taking effect, an application period will open for community members interested in joining the Board. It is recommended that the terms for these new members commence in May 2024. This timing ensures that the annual appointments to the Downtown Business Improvement District follow this schedule:

- 4 members appointed in January
- 3 members appointed in May
- 2 members appointed in October

In anticipation of the adoption of the aforementioned ordinance, staff recommends Council approval of the attached resolution to establish meeting dates and times, formalize their meeting schedule within the Selma Municipal Code and align with the proposed changes in the ordinance. The resolution will have the same effective date as the ordinance, 30 days from approval by City Council.

RECOMMENDATION: Staff recommends that City Council adopt both the ordinance to Expand the Downtown Business Improvement District Board from 7 to 9 Members and the Resolution to establish a meeting schedule.

CHAPTER 25
DOWNTOWN SELMA BUSINESS IMPROVEMENT DISTRICT

SECTION:

5-25-1: Authority

5-25-2: Designation

5-25-3: Description Of The District

5-25-4: Increase Of Business License Fee

5-25-5: Initial Rate Of Increase And Additional Levy Of Business License Fee

5-25-6: Definitions And Classifications

5-25-7: Collection Of District Assessments

5-25-8: Enforcement Of Provisions

5-25-9: District Services

5-25-10: Advisory Board

5-25-11: Regular And Additional Revenues - Deposits

5-25-12: Disestablishment

5-25-1: AUTHORITY:

This chapter is adopted pursuant to the provisions of the "Parking and Business Improvement Area Law of 1989," being Sections 36500 et seq. of the California Streets and Highway Code. (Ord. 2022-6, 10-17-2022)

5-25-2: DESIGNATION:

There is created and established a business improvement district area designated as the "Downtown Selma Business Improvement District" ("District"). (Ord. 2022-6, 10-17-2022)

5-25-3: DESCRIPTION OF THE DISTRICT:

The exterior boundaries of the District is that portion of the Central Commercial Zone District in the City of Selma, County of Fresno, State of California, within the streets and address ranges as shown on Exhibit "A", attached to this Ordinance 2022-6. (Ord. 2022-6, 10-17-2022)

5-25-4: INCREASE OF BUSINESS LICENSE FEE:

Effective January 1, 2023, there is imposed an initial increase and additional levy of business license fees upon all businesses located within the boundaries of the District which are required to pay a business license fee under the provisions of Chapter 1 of Title 5 of this Code. (Ord. 2022-6, 10-17-2022)

5-25-5: INITIAL RATE OF INCREASE AND ADDITIONAL LEVY OF BUSINESS LICENSE FEE:

The initial increase and additional levy of the business license fees imposed upon businesses within the District shall be an amount equal to one hundred percent (100%) of the business license fees imposed by Chapter 1 of Title 5, and subsequent amendments thereto, as the same applies to businesses located within the District and which are required to pay a business license fee ("District Assessment"). Business within the District not required to pay a business fee will be assessed an annual fee of One Hundred Dollars (\$100.00). The Advisory Board as defined in Section 5-25-10 may recommend to the City Council adjustments to the District Assessment and the City Council shall have the authority to adjust the amount of the District Assessment by resolution of the City Council. (Ord. 2022-6, 10-17-2022)

5-25-6: DEFINITIONS AND CLASSIFICATIONS:

The definitions and classifications of businesses shall be determined by the definitions and classifications set forth in Chapter 1 of Title 5 as the same apply to businesses within the District. (Ord. 2022-6, 10-17-2022)

5-25-7: COLLECTION OF DISTRICT ASSESSMENTS:

The collection of the District Assessments imposed by this chapter shall be made at the same time and in the same manner as the ordinary business license fees pursuant to the provisions of Chapter 1 of Title 5 and shall be due and payable and subject to the same penalties for delinquencies as provided in Chapter 1 of Title 5 as the same applies to businesses paying a regular business license fee. (Ord. 2022-6, 10-17-2022)

5-25-8: ENFORCEMENT OF PROVISIONS:

It shall be the duty of the City Clerk for the city or his/her appointee to enforce the provisions of this chapter by any lawful means. (Ord. 2022-6, 10-17-2022)

5-25-9: DISTRICT SERVICES:

The services (collectively "District Services") to be initially provided by the District are as follows:

(A) Marketing strategies and programming to create an appealing and vibrant Downtown Selma will be developed as part of the overall program. Efforts will be made to encourage both locals and visitors to explore Downtown Selma. Traditional and non-traditional marketing activities and products will be explored including an interactive website, electronic communication tools and printed materials.

(B) Attention will be made to address physical improvements. These may include pressure washing sidewalks and alleys along with curb painting, above and beyond what is currently done by the City. These efforts will improve walkability within the Downtown.

(C) Business recruitment efforts will seek to increase the mix of retail/restaurant businesses in collaboration with the City of Selma Economic Development Department. In addition, compilation of periodic market reports will guide the direction of business development.

The Advisory Board as defined in Section 5-25-10 may recommend to the city council changes to the District Services and the city council shall have the authority to change the District Services by resolution of the city council. (Ord. 2022-6, 10-17-2022)

5-25-10: ADVISORY BOARD:

For the purpose of advising the City Council and making recommendations regarding the operation of the District, the services performed by the District, and the methods and ways in which the revenue derived from the levy of the District Assessments imposed by this chapter shall be used within the scope of the services set forth in this chapter; and to perform such other powers and duties as the City Council may determine, the Downtown Selma Business Improvement District Advisory Board ("Advisory Board") is created.

The Advisory Board shall consist of nine (9) members appointed by a majority vote of the City Council for a term of one (1) year.

The Advisory Board members shall be persons who own businesses within the District that pay District Assessments as provided by this chapter. Annually, the Advisory Board shall present an annual budget to the city council for review and approval. The proposed budget shall include an estimate of income and expenditures by the Advisory Board to carry out the purposes of the District. (Ord. 2022-6, 10-17-2022)

Advisory Board meetings shall be held at such stated times as may be fixed by the commission by resolution. Special meetings of the commission may be called by the chairperson or by any four (4) members. (Ord. #-#,)

5-25-11: REGULAR AND ADDITIONAL REVENUES - DEPOSITS:

The District Assessments shall be deposited in the Downtown Selma Business Improvement District Fund ("Fund") to be created by the city. All expenses of the District shall be paid only from District Assessments deposited in the Fund. (Ord. 2022-6, 10-17-2022)

5-25-12: DISESTABLISHMENT:

The City Council may disestablish the District by adopting an ordinance after holding a public hearing on disestablishment in accordance with the provisions on Section 36550 of the California Streets and Highway Code as amended. Upon disestablishment of the District, any remaining revenues derivate from the levy of District Assessments shall be refunded to the owners of the businesses located and operating in the District in accordance with the provisions of Section 36551 of the California Streets and Highway Code as amended. (Ord. 2022-6, 10-17-2022)

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA SETTING THE DATE AND TIME OF REGULAR BID ADVISORY BOARD MEETINGS TO 5:30 P.M. ON THE SECOND AND FOURTH WEDNESDAY OF EVERY MONTH

WHEREAS, pursuant to BID Management Plan, the BID Advisory Board must establish regularly scheduled meetings, and

WHEREAS, the BID Advisory Board desires by this Resolution to set the date and time of its regular meetings to the second and fourth Wednesday of each month, at 5:30 p.m. except where such meeting date is a holiday observed by the City.

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

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

SECTION 2. The City Council hereby sets the date and time of regular BID Advisory Board meetings as the second and fourth Wednesday of each month, at 5:30 p.m., except where such meeting date is a holiday observed by the City. In such cases, the meeting will be held on the next regular business day.

SECTION 3. 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 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)

PASSED, APPROVED and ADOPTED this 16th day of January, 2024, by the following vote:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSTAIN: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

BID 2024 MEETING SCHEDULE

WEDNESDAY, JANUARY 24

WEDNESDAY, JULY 10

WEDNESDAY, FEBRUARY 14

WEDNESDAY, JULY 24

WEDNESDAY, FEBRUARY 28

WEDNESDAY, AUGUST 14

WEDNESDAY, MARCH 13

WEDNESDAY, AUGUST 28

WEDNESDAY, MARCH 27

WEDNESDAY, SEPTEMBER 11

WEDNESDAY, APRIL 10

WEDNESDAY, SEPTEMBER 25

WEDNESDAY, APRIL 24

WEDNESDAY, OCTOBER 9

WEDNESDAY, MAY 8

WEDNESDAY, OCTOBER 23

WEDNESDAY, MAY 22

WEDNESDAY, NOVEMBER 13

WEDNESDAY, JUNE 12

WEDNESDAY, NOVEMBER 27

WEDNESDAY, JUNE 26

WEDNESDAY, DECEMBER 11

WEDNESDAY, JULY 10

THURSDAY, DECEMBER 26



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Selma Enterprise/Kingsburg Recorder** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(559) 582-0471**.

Notice ID: HswJaYfap87qogMAdjY | **Proof Updated: Dec. 12, 2023 at 11:43am PST**
Notice Name: 2023-8 Summary_PH Notice BID amendment | Publisher ID: 282324

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Reyna Rivera reynar@cityofselma.com (559) 891-2200	Selma Enterprise/Kingsburg Recorder

Columns Wide: 1 **Ad Class:** Legals

12/20/2023: Legal Notice Notice	120.26
Additional Affidavit Fee	15.00

Subtotal	\$135.26
Tax	\$0.00
Processing Fee	\$18.53
Total	\$153.79

**CITY OF SELMA CITY COUNCIL
ORDINANCE NO. 2023-8
OF THE CITY OF SELMA
TO AMEND CHAPTER 25
OF TITLE 5 OF THE SELMA
MUNICIPAL CODE RELATED TO
DOWNTOWN SELMA BUSINESS
IMPROVEMENT DISTRICT**

**SUMMARY AND NOTICE OF
PUBLIC HEARING**

On December 4, 2023, the Selma City Council introduced Ordinance No. 2023-8 to amend Selma Municipal Code Chapter 25 Title 5 Downtown Selma Business Improvement District. The proposed amendment would introduce two additional seats to the Downtown Business Improvement District, staggered board appointments and establish regular meeting through a resolution.

NOTICE IS HEREBY GIVEN

that the City Council of the City of Selma will hold a public hearing on Tuesday, January 16, 2024, at 6:00 p.m., or as soon thereafter as the matter may be heard in the Council Chambers of the City Hall, 1710 Tucker Street, Selma, California, to consider the second reading of the Downtown Business Improvement District Ordinance amendment.

The proposed amendment would introduce two additional seats to the Downtown Business Improvement District, along with a plan to stagger the Board appointments and outline the establishment of regular meetings through means of a resolution.

This Ordinance is scheduled to be considered for adoption during the regular Selma City Council meeting on January 16, 2024. A full copy of Ordinance No. 2023-8 and all relevant materials regarding the proposed action are on file in the office of the City Clerk, located at 1710 Tucker Street, Selma, California, and may be reviewed during normal business hours.

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

Attest: Reyna Rivera, City Clerk

PUBLISH:

December 20, 2023

AD# 282324

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

January 16, 2024

ITEM NO: 7.

SUBJECT: Second Reading and Adoption of an Ordinance of the City of Selma Amending Section 6-3-2 of the Selma Municipal Code Relating to Animal Control

DISCUSSION: Currently in the Municipal Code, the City has delegated all animal control authority to Second Chance Animal Shelter (SCAS). This relinquishes all control by the City over animal control, and instead gives it to an outside agency.

The proposed ordinance places animal control authority back in the hands of the City, specifically, the Chief of Police. The proposed ordinance still allows animal control authority to be delegated, however, delegation must be approved by the Chief of Police and is still subject to control by the Chief of Police.

The City Council approved the first reading of the proposed ordinance at the December 4, 2023 meeting.

FISCAL IMPACT: None.

RECOMMENDATION: Staff recommends the City Council approve the second reading and adoption of Ordinance No. 2023-7.

_____/s/
Megan Dodd
City Attorney

January 8, 2024
Date

_____/s/
Fernando Santillan
City Manager

January 8, 2024
Date

ORDINANCE NO. 2023- __

AN ORDINANCE OF THE CITY OF SELMA AMENDING CHAPTER 6-3-2, RELATING TO ANIMAL CONTROL, OF THE CITY OF SELMA MUNICIPAL CODE.

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

SECTION 1. Amendment of Authority of Animal Control Officer. Chapter 6-3-2 of the Selma Municipal Code is amended to read as follows:

6-3-2: AUTHORITY OF ANIMAL CONTROL OFFICER:

(A) The Chief of Police for the City of Selma is the head animal control officer for the City. The Chief of Police shall be responsible for delegating all animal control duties, and no person shall perform animal control duties within the City of Selma, unless authorized by the Chief of Police. Any person serving as an animal control officer for the City, must be appointed by the Chief of Police, and will be subject to control by the Chief of Police. If the Chief of Police appoints an animal control officer, that person will be authorized to perform all duties of an animal control officer, including enforcement of all provisions of chapter 2 of this title; the power to serve warrants as specified in Penal Code sections 1523 and 1530; and to issue administrative citations for any violation of the provisions of chapter 2 of this title.

(B) Further, all complaints of animal cruelty shall initially be investigated by the Selma police department or an officer thereof and shall be dealt with by the animal control officer in the manner prescribed by the police department. Nothing in this chapter or section is intended to or shall affect the authority of the chief of police of the city of Selma, or of any peace officer employed by the city of Selma to enforce state and local animal control laws and ordinances as deemed necessary by the chief of police or the peace officer.

SECTION 2. Portions of Chapter 6-3-2 of the Selma Municipal Code are hereby deleted as follows:

~~The city of Selma hereby specially appoints and authorizes the animal control officer employed by Second Chance Animal Shelter Of Selma (SCAS), a California nonprofit corporation organized and operating as the Humane Society, Society For The Prevention Of Cruelty To Animals and/or a public pound within the city of Selma to enforce, in any manner permitted by this code, those provisions that currently exist in chapter 2 of this title, or as they may be hereafter amended. The animal control officer is hereby designated by the city of Selma as an animal control officer authorized to perform such duties. The chief of police may designate the animal control officer employed by SCAS to perform all of the~~

~~duties prescribed by chapter 2 of this title for a poundmaster and animal control officer to include the power to serve warrants as specified in Penal Code sections 1523 and 1530 and to issue administrative citations for violation of any or all of the animal control provisions in chapter 2 of this title. In performing these duties, the animal control officer employed by SCAS shall contact and defer any such enforcement or other animal control activity as deemed necessary by any peace officer of the Selma police department with respect to each and all of the following:~~

- ~~—1. Where an animal presents a threat to the public safety;~~
- ~~—2. When an animal bites any persons;~~
- ~~—3. When an animal is creating a traffic hazard;~~
- ~~—4. When the owner/handler of the animal has been arrested by the Selma police department; or~~
- ~~—5. When the animal has been gravely injured.~~

SECTION 3. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 4. This ordinance shall take effect thirty (30) days after its passage.

SECTION 5. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I, Reyna Rivera, City Clerk for the City of Selma do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Selma held on the 4th day of December of 2023, and passed and adopted at a regular meeting of the City Council held on the ___ day of _____ 2023, by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

(Signatures on following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

APPROVED AS TO FORM:

Megan N. Dodd
City Attorney



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Selma Enterprise/Kingsburg Recorder** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(559) 582-0471**.

Notice ID: sUjstOkSegBJeDvgKcYG | **Proof Updated: Dec. 12, 2023 at 11:38am PST**
Notice Name: 2023-7 Summary_PH Notice ACO | Publisher ID: 282319

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Reyna Rivera reynar@cityofselma.com (559) 891-2200	Selma Enterprise/Kingsburg Recorder

Columns Wide: 1 **Ad Class:** Legals

12/20/2023: Legal Notice Notice	123.71
Additional Affidavit Fee	15.00

Subtotal	\$138.71
Tax	\$0.00
Processing Fee	\$18.87
Total	\$157.58

See Proof on Next Page

**CITY OF SELMA CITY COUNCIL
ORDINANCE NO. 2023-7 OF THE
CITY OF SELMA TO AMEND
CHAPTER 3 OF TITLE 6 OF
THE SELMA MUNICIPAL CODE
RELATED TO AN AMENDMENT
OF AUTHORITY OF ANIMAL
CONTROL OFFICER**

December 20, 2023
AD# 282319

**SUMMARY AND NOTICE OF
PUBLIC HEARING**

On December 4, 2023, the Selma City Council introduced Ordinance No. 2023-7 to amend Selma Municipal Code Chapter 3 Title 6 Amending the Authority of the Animal Control Officer. The proposed ordinance places animal control authority back in the hands of the City, specifically, the Chief of Police. The proposed ordinance still allows animal control authority to be delegated, however, delegation must be approved by the Chief of Police and is still subject to control by the Chief of Police.

NOTICE IS HEREBY GIVEN that the City Council of the City of Selma will hold a public hearing on Tuesday, January 16, 2024, at 6:00 p.m., or as soon thereafter as the matter may be heard in the Council Chambers of the City Hall, 1710 Tucker Street, Selma, California, to consider the second reading relating to Animal Control. The proposed ordinance places animal control authority back in the hands of the City, specifically, the Chief of Police. The proposed ordinance still allows animal control authority to be delegated, however, delegation must be approved by the Chief of Police and is still subject to control by the Chief of Police.

This Ordinance is scheduled to be considered for adoption during the regular Selma City Council meeting on January 16, 2024. A full copy of Ordinance No. 2023-8 and all relevant materials regarding the proposed action are on file in the office of the City Clerk, located at 1710 Tucker Street, Selma, California, and may be reviewed during normal business hours.

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

Attest: Reyna Rivera, City Clerk
PUBLISH: