

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

March 21, 2022

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**ITEM NO:** 1.a.

**SUBJECT:** Consider amending Selma Municipal Code Chapter 24 Smoke Shops and Smoking Lounges, 5-24-1 definitions; Exposure of Minors to Tobacco Products 6-24-2 definitions; Chapter 8 Skateboards 9-8.1-11 Use of Tobacco Prohibited – *Second Reading and Adoption*

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**DISCUSSION:** At the March 7, 2022 Council meeting, a Public Hearing to approve and waive the first reading of an ordinance amending the Selma Municipal Code Chapter 24 Smoke Shops and Smoking Lounges, 5-24-1 definitions; Exposure of Minors to Tobacco Products 6-24-2 definitions; Chapter 8 Skateboards 9-8.1-11 was held and approved by City Council.

Fresno County recommended revisions to those sections as listed below:

- 5-24-1 Smoke Shop and Smoking Lounges: *Tobacco definition* should be updated to cover emerging products and be more comprehensive. *Tobacco paraphernalia definition* should be updated to include items that are used to create tobacco products.
- 6-24-2 Exposure of Minors to Tobacco Products: *Tobacco definition* should be updated to cover emerging products and be more comprehensive. *Electronic smoking device definition* should be updated to cover emerging products and be more comprehensive. *Tobacco paraphernalia definition* should be updated to include items that are used to create tobacco products.
- 9-8.1-11 Skate Parks: Definitions for *tobacco product and smoking* should be included to make it easier for the public to know what type of tobacco should not be used at skate parks.

The County recommends the updated definition language be inserted as defined below:

**TOBACCO PRODUCT:** “Tobacco Product” means (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or (2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah. (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco

cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

“TOBACCO PARAPHERNALIA” means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.”

SMOKING: “Smoking” means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, Electronic smoking device, cannabis or any plant product intended for human inhalation.

ELECTRONIC SMOKING DEVICE: “Electronic Smoking Device” means any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

The following is recommended with the updated language definition:

Chapter 24 Smoke Shops and Smoking Lounges, 5-24-1

1. Updated Tobacco Products Definition.
2. Updated Tobacco Paraphernalia Definition.

Chapter 24 Exposure of Minors to Tobacco Products 6-24-2, definitions:

1. Updated Tobacco Products Definition.
2. Updated Tobacco Paraphernalia Definition.
3. Updated Electronic Smoking Device Definition.

Chapter 8.1 Skateboards 9-8.1-11 Use of Tobacco Prohibited

1. Updated Tobacco Products Definition.
2. Updated Smoking Definition.

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**RECOMMENDATION:**

Waive the Second Reading and Adopt an Ordinance Amending Chapter 24 Smoke Shops and Smoking Lounges, 5-24-1 definitions; Exposure of Minors to Tobacco Products 6-24-2 definitions; Chapter 8 Skateboards 9-8.1-11 Use of Tobacco Prohibited.

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Mikal Kirchner, Director of Recreation

Fernando Santillan, City Manager



**ORDINANCE NO. 2022 -**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA  
REVISING TITLE V, CHAPTER 24 SMOKE SHOPS AND SMOKING LOUNGES –  
5-24-1; TITLE VI, CHAPTER 24 – EXPOSURE OF MINORS TO TOBACCO  
PRODUCTS – 6-24-2; AND TITLE IX, CHAPTER 8.1 SKATEBOARDS – 9-8.1. 1-11,  
TO REGULATE TOBACCO PRODUCTS DEFINITION, TOBACCO  
PARAPHERNALIA, ELECTRONIC SMOKING DEVICE DEFINITION AND  
SMOKING**

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The City Council of the City of Selma does ordain as follows:

**SECTION I. FINDINGS.**

The City Council of the City of Selma hereby finds and declares as follows:

**WHEREAS**, tobacco use causes death and disease and continues to be an urgent public health challenge; and

**WHEREAS**, there is an increase in emerging tobacco products; and

**WHEREAS**, the tobacco industry has developed flavors and other tobacco offerings attractive to children and teenagers; and

**WHEREAS**, tobacco use among high school students in Fresno County continues to increase; and

**WHEREAS**, E-cigarette aerosols can contain harmful substances such as cancer-causing chemicals, heavy metals and ultrafine particles; and

**WHEREAS**, there is no Constitutional right to smoke;

**NOW THEREFORE**, it is the intent of the City Council, in revising these ordinances, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking and tobacco use around non-tobacco users, especially children; by protecting the public from exposure to secondhand smoke where they live, work, and play; by reducing the potential for children to wrongly associate smoking and tobacco use with a healthy lifestyle; and by affirming and promoting a healthy environment in the City of Selma.

**SECTION II.** Title V, Chapter 24 Smoke Shops and Smoking Lounges; Title VI, Chapter 24 Exposure of Minors to Tobacco Products; Title IX, Chapter 8.1 Skateboards definition revised in the Selma Municipal Code to read as follows:

**Title V, Chapter 24:**

**5-24-1 Smoke Shops and Smoking Lounges.** The following words and phrases, whenever used in this Chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) **TOBACCO PRODUCT:** “Tobacco Product” means (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or (2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah. (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.
- (b) **“TOBACCO PARAPHERNALIA”** means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.”

**Title VI, Chapter 24:**

**6-24-2 Exposure of Minors to Tobacco Products.** The following words and phrases, whenever used in this Chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) **TOBACCO PRODUCT:** “Tobacco Product” means (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or (2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah. (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory

intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

- (b) "TOBACCO PARAPHERNALIA" means any item designed or marketed for the consumption, use, or preparation of Tobacco Products."
- (c) ELECTRONIC SMOKING DEVICE: "Electronic Smoking Device" means any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

## **Title IX, Chapter 8.1:**

**8.1.1-11 Skateboards Use of Tobacco Prohibited.** The following words and phrases, whenever used in this Chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) TOBACCO PRODUCT: "Tobacco Product" means (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or (2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah. (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, "Tobacco Product" includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.
- (b) SMOKING: "Smoking" means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, Electronic smoking device, cannabis or any plant product intended for human inhalation.

**SECTION III.** Effective date and Posting of Ordinance: This Ordinance shall take effect and be enforce thirty (30) days from and after the date of passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in the Selma Enterprise with the names of those City Council Members voting for and against the Ordinance.

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

\* \* \* \* \*

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the March 7, 2022 regular City Council meeting and passed at a regular meeting of the City Council of the City of Selma on the 21<sup>st</sup> day of March 2022, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

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Scott Robertson, Mayor of the City of Selma

ATTEST:

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Reyna Rivera, City Clerk

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

March 21, 2022

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**ITEM NO:** 1.b.

**SUBJECT:** Consideration of a Professional Services Agreement between the City and GovHR USA, LLC (GovHR) for a Compensation Study

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**DISCUSSION:** The City is in need of a comprehensive Compensation Study (“Study”) to better align our employee salaries to current market conditions. The City’s goal in updating the Compensation Plan is to establish salaries that are consistent with prudent public practices; to provide a defensible and technically sound basis for compensating employees; and to ensure that the City’s compensation practices are competitive, both for employee recruitment and retention, and consistent with those of comparable employers.

Once the study begins, the project will take approximately 9 weeks to complete. The deliverables from the Study will include:

1. Salary data from all Cities surveyed (City will provide up to 20 cities).
2. Compensation reports for each position, including a base salary report and a total compensation report.

The Scope of Services also includes phone support by GovHR to City Staff as necessary for a period of one year post-acceptance of the report.

The final report will be brought to the City Council for approval as the City’s Classification and Compensation Plan.

<b><i>COST:</i></b> (Enter cost of item to be purchased in box below)		<b><i>BUDGET IMPACT:</i></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$9,900.00		\$9,900.00
<b><i>FUNDING:</i></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><i>ON-GOING COST:</i></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: 1400-General Fund  Fund Balance: Adopted FY 2021-22 General Fund \$16,645,939		None

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**RECOMMENDATION:** Approve and Authorize the Execution of the Professional Services Agreement between City and GovHR USA, LLC (GovHR) for a Compensation Study.

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Christina Arias, Human Resources Manager

Fernando Santillan, City Manager

## 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 GovHR USA ("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 July 15, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, 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 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 Nine Thousand, Nine Hundred (\$9,900.00) 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: Mary Lerner, City Attorney

To Consultant: Joellen Cademartori, CEO  
GOV HR USA  
6630 Dundee Road, #225  
Northbrook, IL 60062

#### **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 and 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”**  
**\_GOVHR USA\_**

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

## EXHIBIT A

### SCOPE OF SERVICES

#### **Study preparation and project meeting**

Meet with City representative(s) via conference call to discuss study methods and the current pay plans. Determine problem areas, answer questions, and review the scope and schedule of work. GovHR will require copies of any pay plans, current job descriptions, and any other relevant information related to salaries.

#### **Establishing comparables**

**DELIVERABLE:** Group of Comparable Communities

The City has provided a list of comparable communities it would like the consultant to survey.

#### **Prepare and send out salary surveys**

**DELIVERABLE:** Salary Survey

GovHR will design and send out the salary survey (under City letterhead) to gather salary data for benchmark classifications in the comparable communities. To accomplish this, the Project Manager will work with City representatives to select approximately 30 benchmark classifications from the City's 59 classifications covered in the Study. These classifications will be chosen on the criteria of those that are most common in all communities and that cover all the various pay grades in Selma. In addition to job titles, brief position descriptions are included in the salary survey to make sure we are receiving salary data for "like" positions in the comparable communities.

**Note:** While GovHR will prepare all the materials to be sent out for the salary surveys, we have found that sending out the survey under the client's letterhead generates a better/faster response from the survey respondents than when it is sent out under our letterhead/name. In addition, the City *may* be asked to make one follow up contact to those municipalities that do not initially respond to the survey request.

#### **II. Salary Survey Analysis**

**DELIVERABLE:** Salary Survey Data

**DELIVERABLE:** New Salary Schedules

The following steps will be included in this component of the Study:

Tabulate, summarize, and analyze comparative compensation information obtained through the surveys. Our pay tabulations compare the City's salaries for the surveyed positions with the average minimum and the average maximum of the survey data for each surveyed class, when possible. Data is displayed for each entity on each class and summarized in an overall table.

Using the data from the salary surveys, the Consultants will work with the City to determine its policy with respect to compensation (i.e., 50th percentile; 75th percentile,



etc.). Once this is determined, the Consultants will use the salary survey data to develop and recommend new salary schedules for the City's 59 classifications. The salary schedules will outline what the specific percentages are between ranges and grades.

The Draft and Final Reports will address any issues of concern to the City, such as salary compression between supervisors and subordinates and policies for employees whose base salaries exceed existing maximums in their pay range, as well as a suggested timeline for implementation and recommendations for prioritization of recommendations.

### **III. Progress Reports**

GovHR prides itself on our attention to and communication with our clients as the project proceeds. As such, GovHR will strive to maintain regular contact with the City's representative and to be available to address the City's questions, concerns and needs.

GovHR will make regular progress reports to the City as requested, particularly at critical points in the Study. Additionally, the Project Manager will review the results of the survey and the proposed new salary schedules with the City representative via email and/or conference call and make adjustments as warranted.

### **IV. Draft and Final Report Preparation**

#### **DELIVERABLE:** Draft and Final Report

A draft report will be prepared by the Consultant and sent electronically to the City. Once the City representative reviews and returns comments, a final report (one hard copy and one electronic copy will be prepared and sent to the City.

### **V. Presentation of Findings**

Make a presentation of findings of the Study to the City Council, if desired.

### **PROJECT TIMELINE**

GovHR is available to start this project within three weeks of acceptance of the proposal. A project of this size would normally take about 90 days. The schedule is contingent, however, upon the timely response from the comparable municipalities supplying the salary data. Any delays in receipt of this information are beyond the control of GovHR and will lengthen the completion of the report. The following is a detailed breakdown of the proposed work schedule:

Week 1: Meet with City representatives to discuss project and study methods.

Week 2: Prepare and distribute salary surveys.

Week 4: Return of salary surveys.

Week 5: Analyze data; prepare new compensation plan.

Week 6: Send draft findings to the City; receive return comments.

Week 7: Prepare Draft Report and send to the City; receive return comments.

Week 8: Receive comments from the City and prepare Final Report.

Week 9: Presentation of Study findings and recommendations to the City Council.

## EXHIBIT B

### RATE SCHEDULE

Study Phase Breakdown	Hour Breakdown	Cost
<b>I. Meetings, Salary Survey</b>		
• Study preparation and project meeting	2 hours	\$300
• Establishing comparables (City provided)		
• Prepare and send out salary surveys	12 hours	\$1,800
<b>II. Salary Survey Analysis</b>		
• Analyzing salary survey data	20 hours	\$3,000
• Establishing new salary schedules	12 hours	\$1,800
<b>III. Review of Salary Data and Proposed Salary Schedules with City Representative(s)</b>	6 hours	\$900
<b>IV. Draft and Final Report Preparation</b>		
• Writing draft report	8 hours	\$1,200
• Final report	4 hours	\$600
<b>V. Presentation of Study Findings</b>	2 hours	\$300
<b><u>PROJECT HOUR AND COST TOTAL</u></b>	<b>66 HOURS</b>	<b>\$9,900</b>

## 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.



GovHR USA  
GovTEMPS USA

SELMA, CALIFORNIA

Proposal for a Compensation Study

March 4, 2022

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Principal Contact: Joellen Cademartori

✉ [JCademartori@GovHRusa.com](mailto:JCademartori@GovHRusa.com)

📞 847-380-3238

630 Dundee Road, Suite 225, Northbrook, IL 60062  
847.380.3240 Fax: 866.401.3100 GovHRUSA.com

EXECUTIVE RECRUITMENT INTERIM STAFFING MANAGEMENT AND HUMAN RESOURCE CONSULTING

## TABLE OF CONTENTS

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Firm Background and Qualifications	Page 2
Project Team	Page 2
Project Approach and Methodology	Page 2
Proposed Project Timeline	Page 4
Fee Proposal	Page 5
References	Page 6
Attachment: Consultant Biographies	

## **FIRM BACKGROUND AND QUALIFICATIONS**

GovHR USA, LLC (GovHR) is a certified woman-owned business that provides comprehensive executive recruitment, interim staffing, human resources consulting and organizational analysis services to local governments, intergovernmental organizations, school districts, non-profits and other governmental entities. GovHR consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, utilities and school districts. This combined hands-on knowledge and experience has made GovHR a proven leader in public sector consulting.

GovHR was founded by Heidi Voorhees and Joellen Cademartori to serve as a vehicle for excellence in public service across the United States. Throughout their careers Ms. Voorhees and Ms. Cademartori have strongly believed in the importance of local innovation, cost effectiveness, and responsiveness for local government. Both Ms. Voorhees and Ms. Cademartori have served and excelled in local government leadership positions, working closely with elected officials, employees, residents, businesses, and related stakeholders to enhance the quality of life in the communities they serve. GovHR has a staff of thirty-five (35) consultants and eight (8) support staff personnel.

Over the past eight (8) years, GovHR has conducted more than eighty (80) Classification and Compensation Studies. Without fail, every Classification and Compensation Plan recommended by GovHR has been successfully implemented by the client. A complete list of all our clients is located on our website ([www.govhrusa.com](http://www.govhrusa.com)).

## **PROJECT TEAM**

If selected to complete this Study for the City of Selma, GovHR CEO Joellen Cademartori will serve as Project Manager. Ms. Cademartori will be assisted with survey preparation, data gathering and analysis by Senior Vice President Rachel Skaggs and HR Manager Mysi Hall. Biographies for the project team are attached to the proposal.

## **PROJECT APPROACH**

To accomplish the City's objectives, GovHR will perform the following steps (listed in the order that the work will be performed). Please note, we have specified those areas where we will need the City's input/assistance.

### **I. Meetings, Salary Survey**

#### **Study preparation and project meeting**

Meet with City representative(s) via conference call to discuss study methods and the current pay plans. Determine problem areas, answer questions, and review the scope and schedule of work. GovHR will require copies of any pay plans, current job descriptions, and any other relevant information related to salaries.



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to address the City's questions, concerns and needs.

GovHR will make regular progress reports to the City as requested, particularly at critical points in the Study. Additionally, the Project Manager will review the results of the survey and the proposed new salary schedules with the City representative via email and/or conference call and make adjustments as warranted.

#### **IV. Draft and Final Report Preparation**

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A draft report will be prepared by the Consultant and sent electronically to the City. Once the City representative reviews and returns comments, a final report (one hard copy and one electronic copy) will be prepared and sent to the City.

#### **V. Presentation of Findings**

Make a presentation of findings of the Study to the City Council, if desired.

#### **PROJECT TIMELINE**

GovHR is available to start this project within three weeks of acceptance of the proposal. A project of this size would normally take about 90 days. The schedule is contingent, however, upon the timely response from the comparable municipalities supplying the salary data. Any delays in receipt of this information are beyond the control of GovHR and will lengthen the completion of the report. The following is a detailed breakdown of the proposed work schedule:

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Week 7: Prepare Draft Report and send to the City; receive return comments.

Week 8: Receive comments from the City and prepare Final Report.

Week 9: Presentation of Study findings and recommendations to the City Council.

*GovHR prides itself in adhering to this time frame. Our past clients will confirm our diligence in delivering our report and other deliverables on time.*

### **FEE PROPOSAL**

We have proposed that the entire Study be conducted virtually due to the pandemic; however, if the City requests any in-person meetings and CDC and state guidelines indicate that it is safe and permissible to travel, GovHR will provide the City with an additional estimate for travel and related expenses. GovHR has conducted several virtual studies since the start of the pandemic, resulting in significant cost savings to our clients.

We estimate the fee for the entire study to be \$9,900, and will agree to complete the study for this fixed fee of \$9,900. An invoice for 50% of the professional fee (\$4,950) will be sent after the initial project meeting, and the balance of the fees will be due upon project completion. Invoices are payable within 30 days, after which a 2% monthly charge will be added.

<b>Study Phase Breakdown</b>	<b>Hour Breakdown</b>	<b>Cost</b>
<b>I. Meetings, Salary Survey</b>		
• Study preparation and project meeting	2 hours	<b>\$300</b>
• Establishing comparables (City provided)		
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<b>V. Presentation of Study Findings</b>	2 hours	<b>\$300</b>
<b><u>PROJECT HOUR AND COST TOTAL</u></b>	<b>66 HOURS</b>	<b>\$9,900</b>

If the City of Selma accepts our proposal for this project, GovHR will for one (1) year from the date of signature of the agreement provide support services including telephone communications necessary by the staff with regard to any questions concerning the report.

This Fee Proposal is good for a period of three (3) months, after which prices may increase.

## **REFERENCES**

### **Village of Lisle, Illinois**

Classification and Compensation Study (2021/22)

Patti Anderson, Human Resources Manager

630-271-4146

[panderson@villageoflisle.org](mailto:panderson@villageoflisle.org)

### **City of Countryside, Illinois**

Classification and Compensation Study (2021)

Gail Paul, City Administrator

708-485-2462

[gpaul@countryside-il.org](mailto:gpaul@countryside-il.org)

### **City of Stillwater, Minnesota**

Compensation and Benefits Study (2021/22)

Donna Robole, HR Manager

651-430-8800

[DRobole@ci.stillwater.mn.us](mailto:DRobole@ci.stillwater.mn.us)

### **Village of New Lenox, Illinois**

Compensation Study (2019)

Debra Smetana, Director of Human Resources

815-462-6435

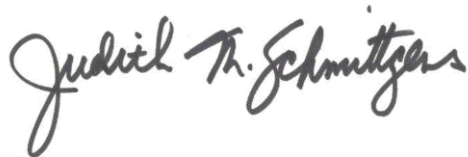
[dsmetana@newlenox.net](mailto:dsmetana@newlenox.net)

## **CONCLUDING REMARKS**

In closing, GovHR is a public-sector management consulting firm devoted to assisting only public-sector entities. We believe that the team assembled for conducting the proposed study for the City of Selma is of the highest caliber and qualifications.

GovHR appreciates your consideration of this proposal and looks forward to the opportunity to work with the City on this important project.

Sincerely,



Judith M. Schmittgens

Corporate Secretary and Compliance Manager

Attachments: Consultant Biographies



# Joellen Cademartori



Joellen Cademartori is the chief executive officer and co-owner of GovHR USA and has nearly 30 years of cumulative experience working in the public sector as a municipal leader, and in human resources and management consulting. Joellen's exceptional communication style has enabled her to develop and maintain strong relationships with her peers, elected and appointed officials, and related local government partners.

The public sector human resources and management projects Joellen has worked on have earned her respect in local governments across the country. Due to her commitment and dedication to local government, she is known an industry leader in executive recruiting, interim staffing, in addition to human resources and management consulting work.

Throughout her career, Joellen has been privileged to serve on numerous local, state and national committees. A personal and professional highlight for her was being on the International City/County Management Association (ICMA) Executive Board as a representative from the Northeast Region. Joellen regularly speaks in front of groups, and writes about a variety of local government topics, which include organizational analysis, generational diversity, succession planning, performance management, resume development and interviewing skills and techniques. She is dedicated to developing the next generation of managers and remains passionate about excellence in local government.

## PROFESSIONAL EDUCATION

- Master of Public Administration, Northeastern University, Boston, MA
- Bachelor of Economics, Worcester State College, MA
- Senior Executive institute, Leading, Education & Developing (LEAD) Program, University of Virginia, Weldon Cooper Center for Public Service

## PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Executive Recruiter Panel – Investing in the Next Generation of Leaders, NFBPA – Emerge 2020
- Re-Evaluating Your Employee Evaluation, MMA 2020
- Succession Planning for the Public Sector Webinar, NPELRA 2020
- What Does it Take – Landing Leadership Positions, ICMA 2019
- Achieving Your Leadership Potential Thinking Strategically About the Next Steps in Your Career, NFBPA 2019
- Succession Planning tips to Achieve Unity Through Diversity, MMA 2019
- Putting Your Best Foot Forward – Interview Skills for Women, including Posture, Presence and Bias, WCMA Women's Leadership Seminar 2018
- Tips for a Successful Recruitment Process – MMA 2018
- Hire Hard, Manage Easy – Tips for Getting the Best Employees, IPELRA 2018
- Achieving Your Leadership Potential: Thinking Strategically About the Next Steps in Your Career, LGHN 2018

## MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association (ICMA), Member
- ICMA – Task Force on Deputy/Assistant Managers 2017-2018, Current Member
- Illinois City and County Management Association (ILCMA), Current Member
- ICMA - Task Force on Women in the Profession 2012 – 2014, Member
- ICMA - Conference Planning Committee 2010 – 2011, Chair

## PROFESSIONAL BACKGROUND

### *24 Years of Local Government Leadership and Management*

- Evanston, IL
  - Director of Administrative Services 2009-2011
  - Director of Human Resources 2007-2009
- Catawba County, NC
  - Assistant County Manager 2004-2007
- Barnstable, MA
  - Assistant Town Manager 2000-2003
- Yarmouth, MA
  - Assistant Town Administrator 1993-2000
- Northborough, MA
  - Assistant Town Administrator 1992-1993
  - Acting Town Administrator 1991
  - Administrative Asst. to the Town Admin 1988-1990
- Holden, MA
  - Intern 1987

[Click here to view full biography at GovHRusa.com](https://www.govhrusa.com)





# RACHEL SKAGGS



Rachel Skaggs is a Senior Vice President with GovHR USA and has over 10 years of experience in local government management. She has managed substantial capital and general budgets, developed utility policies, improved economic development initiatives, and handled multiple human resources functions.

Rachel Skaggs has over 10 years of experience in local government management in Illinois, including the Village of Montgomery, Village of Schaumburg and the City of Princeton. She has managed substantial capital and general budgets, developed utility policies, improved economic development initiatives, and handled all human resources tasks.

Rachel is a native of Walnut, Illinois and a graduate of Bureau Valley High School. She possesses a Master’s Degree in Public Administration from Northern Illinois University in DeKalb, Illinois.

Rachel served as the City Manager for Princeton from 2015 – 2019. Princeton is an active City located two hours west of Chicago on Interstate 80. Princeton is unique in that it provides all their own city services including electric, water, sewer, garbage, cemeteries, and a city-owned hospital (one of two left in the State of Illinois). For a town of 7,800 people the City has a budget of over \$25 million. The community is known for its significant historic buildings, with two downtown districts placed on the National Register of Historic Places. During Rachel’s tenure for the City of Princeton she completed numerous projects, including creating utility policies, developing operating and capital budgets, streamlining human resource operations, consolidating utility billing, refinancing debt and successfully negotiating multiple union contracts.

Prior to her time with the City of Princeton, Rachel served as the management analyst for the Village of Schaumburg and for the Village of Montgomery. During her time as management analyst she was responsible for human resources tasks, capital improvement planning, budgets, special events, and community outreach.

Rachel is passionate about community engagement, diversity inclusion and volunteerism. Rachel has co-authored two articles that focus on women in government and the history behind the low number of women in executive level positions in local government. Throughout her tenure as a City Manager, Rachel developed committees and commissions to help lead the City forward and to increase community engagement and volunteerism. Rachel believes that cities and towns all over can succeed with community interaction, citizen involvement, diversity inclusion and trust.

## PROFESSIONAL EDUCATION

- Master of Public Administration, Northern Illinois University
- Bachelor of Arts - English and Political Science, Northern Illinois University

## PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Presentation on Females in Local Government, ICMA Conference, Phoenix, Arizona (2012)  
The Legacy Project  
ILCMA
- Public Management Magazine article “Women Leading Government” co-authored with Heidi Voorhees
- Public Voices XIII No. 2. article “Advancing Women in Local Government: The Case in Illinois” co-authored with Dr. Kimberly Nelson

## MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association
- Illinois City/County Management Association
- Illinois Public Employer Labor Relations Association
- The Legacy Project
- Princeton Rotary Club

## PROFESSIONAL BACKGROUND

- |  |             |
|--|-------------|
| • City Manager, Princeton, IL                              | 2015 - 2019 |
| • Management Analyst, Village of Schaumburg, IL            | 2012 - 2015 |
| • Management Analyst/HR Manager, Village of Montgomery, IL | 2009 - 2012 |







# Mysi Hall



**Mysi Hall, MPA, PHR is the Communications and Human Resources Generalist of GovHR USA. She joined in 2013 and has served a key role in internal human resources policies and procedures, benefits administration, risk management, payroll processing, interim staff placement and on-boarding, development of social media outreach, utilization of web-based tools, website maintenance, administrative assistance, event management, research and reporting.**

Through her government and non-profit administration career, Mysi has acquired varied experience in coordination of public efforts, public policy, marketing, grant writing, fundraising, event planning, research, program evaluation and community development. She has extensive technical skills and knowledge in web based programs, database administration, html, desktop publishing, and reporting.

Mysi received her Bachelor's in Psychology with double minors in Urban Studies and Management from Wittenberg University (2003) and Master's in Public Administration (2005) from Northern Illinois University. As a graduate student, she served as an Administrative Intern for the Evanston City Management Office and as the Finance Graduate Intern for the City of Aurora, Illinois.

After graduation, Mysi accepted a position with the Village of Huntley as a Management Assistant, where she worked in Public Information, Planning and Transportation, Project Management, and Special Events. After leaving the Village of Huntley in early 2007, Mysi served as a Development Associate for Family Alliance, Inc., a non-profit day center for seniors. From 2008-2011, Mysi served as the Continuing Medical Education Manager for the AADEP, a non-profit professional association for disability evaluating physicians. In 2011, Mysi co-founded CitySquare Solutions, a public administration and technology consulting services firm. Additionally, Mysi achieved Professional Human Resources (PHR) Certification in April 2017.

## PROFESSIONAL EDUCATION

- Master's degree in Public Administration, Northern Illinois University, IL
- Bachelor of Arts degree in Psychology with double minor in Urban Studies and Management, Wittenberg University, OH
- Professional Human Resources (PHR) Certification

## PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Succession Planning, Panelist – IAMMA, 2017
- Recruiting in the Digital Age, HR Association of Oakbrook, 2017
- Girl Power: Empowering Women in Leadership, Panelist - IAPD, 2019

## MEMBERSHIPS AND AFFILIATIONS

- Legacy Project, Board Member (2018-2020)
- Legacy Project, Communications Committee Chair (2015-Present)
- Illinois Search and Staffing Association, Member
- SHRM, Member

- Former, IAMMA Member
- Former, ILCMA Member

## PROFESSIONAL BACKGROUND

### *24 Years of Local Government Leadership and Management*

- Public Admin and Technology Consultant, Founder CitySquare Solutions, 2011-2016
- Education Manager, American Academy of Disability Evaluating Physicians 2008-2010
- Development Associate, Family Alliance, Inc, Senior Services Center, 2007-2008
- Management Assistant, Village of Huntley, IL 2006-2007
- Graduate Finance Intern, City of Aurora, IL 2004-2005
- Manager's Office Intern, City of Evanston, IL 2003-2004
- Manager's Office Intern, City of Springfield, OH 2000-2003

[Click here to view full biography at GovHRusa.com](https://www.govhrusa.com)



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**ITEM NO:** 1.c.

**SUBJECT:** Consideration of Professional Services Agreement with Willdan Financial Services for Updating of the City's Development Impact Fee Schedule

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**RECOMMENDATION:** Approve and authorize the City Manager, or designee, to sign a Professional Service Agreement (PSA) with Willdan Financial Services for Updating of the City's Development Impact Fee Schedule.

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**DISCUSSION:** In accordance with the California Mitigation Fee Act (*California Government Code 66000 to 66025*), on April 6, 2015, via Resolution No. 2015-22R, the City of Selma adopted a revised Development Impact Fee (DIF) Schedule, following a comprehensive Calculation and Nexus Report Study conducted by the firm Revenue and Cost Specialists, LLC. Fee categories included within the current DIF structure are:

- Law enforcement (facilities, vehicles and equipment)
- Fire protection (facilities, vehicles and equipment)
- Circulation system (streets, signals and bridges) for residential/business type square fee
- Storm drainage
- Sanitary sewer collection system
- General facilities, vehicles and equipment
- Public meeting facilities
- Park land and park improvements
- Open space acquisition

Per Assembly Bill (AB) 602, DIF nexus studies and associated impact fee programs must be updated at least every eight years. As such, staff has requested proposals from interested firms to conduct the required activities to ensure the City's DIF's are current and in-line with State requirements. The objective is to establish/update development impact fees pursuant to State law. To accomplish this objective, the study needs to:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.
- Explore fee structure a suggest adjustments such as new categories or consolidation.

Following review of the received proposals, staff is recommending the firm of Willdan Financial Services to serve as the consultant for completion of the nexus study and analysis



of associated impact fees, with a proposed budget of \$63,000. Funding for the project will be paid through existing DIF account balances, as permitted by State law. Willdan Financial Services has considerable expertise in the area of local agency Development Impact Fee programs, having assisted more than 100 California government agencies through similar or related processes.

Attached for Council's consideration is the Professional Service Agreement with Willdan Financial Services, which includes the proposed scope of services, fee schedule and deliverables. The process will conclude prior to December 31, 2022.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$63,000		\$63,000
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: DIF Accounts (Various)  Fund Balance: Adopted FY 2021-22 Dev Impact Fee Streets and Traffic Fund \$1,777,310		NONE

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Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

## **CITY OF SELMA**

### **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 21, 2022 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and WILL DAN FINANCIAL SERVICES ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### **RECITALS**

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

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

#### **1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

#### **2. SERVICES**

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, 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 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 Sixty-three Thousand Dollars (\$63,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, 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
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With a Copy To:	Mary Lerner, City Attorney
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To Consultant:	Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590
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#### **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 and 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”**  
**Willdan Financial Services**

By: \_\_\_\_\_  
Fernando Santillan, City Manager

By: \_\_\_\_\_  
Chris Fisher, Vice President

**Attest:**

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

**Approved as to form:**

By: \_\_\_\_\_  
Mary F. Lerner, City Attorney

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

EXHIBIT A  
SCOPE OF SERVICES

## Scope of Services

This section outlines Willdan Financial Services' ("Willdan") understanding of the situation surrounding the City of Selma's ("City") need to establish development impact fees, as well as identifies the project objectives and discusses the background regarding public facilities financing in California. Also outlined is an overview of our impact fee project approach.

## Project Understanding

The City desires to establish impact fees to ensure a fair and reasonable fee structure, while meeting the requirements of the California *Mitigation Fee Act* (California Government Code 66000 to 66025). The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs.

It is anticipated that the fee categories to be updated will include the following facilities:

- Law enforcement (facilities, vehicles and equipment)
- Fire protection (facilities, vehicles and equipment)
- Circulation system (streets, signals and bridges) for residential/business type square fee
- Storm drainage
- Sanitary sewer collection system
- General facilities, vehicles and equipment
- Public meeting facilities
- Park land and park improvements
- Open space acquisition

## Project Objectives

The objective of this project is to establish/update development impact fees pursuant to State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the *Mitigation Fee Act*.
- Explore fee structure a suggest adjustments such as new categories or consolidation.

## Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

## Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

## Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

## Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

## Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

### Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan.

### Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

### System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

## Calculating the Fee Schedule

At its simplest, the cost per unit of demand discussed in the last subsection is utilized to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between

the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

## Related Approach Issues

### Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a “wish list” of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency’s existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

### Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policymakers, and the public.

### Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

### Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

## Scope of Services

We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

It is anticipated that the fee categories to be updated include the following facilities:

- Law enforcement (facilities, vehicles and equipment)
- Fire protection (facilities, vehicles and equipment)
- Circulation system (streets, signals and bridges) for residential/business type square fee
- Storm drainage
- Sanitary sewer collection system
- General facilities, vehicles and equipment
- Public meeting facilities
- Park land and park improvements
- Open space acquisition

### Task 1: Identify and Resolve Policy Issues

**Objective:** Identify and resolve policy issues raised by the study.

**Description:** Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Meet with representatives of affected City departments to gather background information regarding the City's fee program. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding.

Potential policy issues include:

- Adequacy of General Plan and other public facility planning policies (e.g., level of service standards); impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing public facility master plans and CIPs to identify needed facilities;
- Availability of existing studies;
- Types of facilities to be funded by each fee;
- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses, including need for separate fee zones;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified;
- Master-planned development and relationship to fee program; and
- Implementation concerns and strategies.
- Potential restructuring such as combination of categories

**Meetings:** One meeting to initiate the project, discuss data needs, and begin discussion of applicable policy issues.

**Deliverables:** Information requests; revised project scope and schedule (if needed); and summary of policy decisions (if needed).

### Task 2: Identify Existing Development and Future Growth

**Objective:** Identify estimates of existing levels of development; as well as a projection of future growth consistent with current planning policy.

**Description:** Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program.

Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from the City's General Plan and from regional metropolitan planning agencies.



Develop an approach for converting land use data to measure facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Willdan will obtain approval of estimates and projections from City staff prior to proceeding.

### Task 3: Determine Facility Standards

**Note:** Conduct Tasks 3, 4, and 5 separately for each facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

**Objective:** Determine standards to identify facilities required to accommodate growth.

**Description:** Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of:

- Adopted policy standards (e.g., General Plan, master facility plans listed above);
- Standards derived from existing facility inventories; or
- Standards derived from a list of planned facility projects.

City staff to provide policies, inventories, and project lists.

### Task 4: Determine Facilities Needs and Costs

**Objective:** Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

**Description:** Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan. Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff should provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years).

Distinguish between: facilities needed to serve growth (that can be funded by impact fees); and facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities) to calculate the fee schedule.

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and Willdan experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices. **This proposal does not include any engineering design or cost estimates, or traffic analysis (for level of service analysis or vehicle miles traveled [VMT]). Such services can be provided at an additional cost.**

### Task 5: Identify Funding and Financing Alternatives

**Objective:** Determine the extent of alternative (non-fee) funding available for new facilities.

**Description:** If impact fees are going to fund a capital project only partially, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies; and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

Identify anticipated alternative funding based on information from City staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis.

## Task 6: Comparison Survey

**Objective:** Prepare a comparison of the proposed impact fees to those of comparable/surrounding jurisdictions.

**Description:** To ensure reasonableness, consistency and feasibility, the preparation of a comparison survey can be beneficial. The survey identifies the similar development impact fees charged by surrounding and comparable cities. Typically, an analysis of impact fees charged to a series of prototype developments (such as residential, retail, etc.) in order to provide an “apples to apples” comparison, but the exact methodology will be set in consultation with the City. This comparison will be limited to four other jurisdictions.

**Deliverables:** Findings from the survey will be documented within the final report.

## Task 7: Calculate Fees and Prepare Report

**Objective:** Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

**Description:** Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks.

Prepare draft report tables for City staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category.

Following one round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one round of comments on the administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report, if necessary, based on one round of comments received on the public draft report. Submit up to ten bound copies of the final report. If requested, post report on our website for public access.

Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.

**Meetings:** Three meetings: one meeting to review results with staff; one City Council meeting to present the public draft report for review and comment; and one public hearing to present the report for adoption.

**Deliverables:** Draft report tables, administrative draft report, public draft report, final report (if needed), and slide presentation (if needed).

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

## Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- Coordinate responses to requests for information;
- Coordinate review of work products; and
- Help resolve policy issues.

EXHIBIT B  
RATE SCHEDULE

## Fee for Services

Based upon the scope of work identified herein, Willdan proposes a **fixed fee of \$63,000** to update the City's Development Impact Fee Study. Please note the following:

- The fee denoted above includes attendance at up to four in-person meetings with City staff, stakeholders, and City Council; which include:
  - One project kick-off meeting;
  - One meeting to review initial results with City staff; and
  - Two City Council meetings, one to present the public draft report for review and comment and one to present the final report and fees for adoption.
- Attendance at more than four meetings will be billed at our current hourly rates, provided below, and actual expenses.
- The fee denoted above includes the establishment/update of impact fees for the following categories: law enforcement; fire protection; circulation system for streets, signals and bridges; storm drainage; sanitary sewer; general facilities, vehicles and equipment; public meeting facilities; parks; and open space acquisition.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.

## Hourly Fee Schedule

Provided below is Willdan's hourly rate table identifying current hourly rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Director	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst II	\$110
Analyst I	\$100

## 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.

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**ITEM NO:** 1.d.

**SUBJECT:** Consideration of Approval of Final Map, Subdivision Improvement Agreement, and Regulatory Agreement for Tract 6330

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**RECOMMENDATION:** Adopt a Resolution Approving the Final Map for Tract 6330, and Authorizing the City Manager, or designee, to Sign the Associated Subdivision Improvement Agreement and Regulatory Agreement Associated with Tract 6330.

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**DISCUSSION:** Tentative Subdivision Map 6330 was approved by the Selma Planning Commission on August 26, 2019, via Resolution 2019-04; consisting of the development of 10 single-family residential units and 1 pocket park on 1.49+/- gross acres of land, located on the southwest corner of Pine Street and Evergreen Street. At this time, the developer has submitted a request for Council to approve (1) the Final Map for Tract 6330, (2) the associated Subdivision Improvement Agreement, and (3) the Regulatory Agreement associated with the development.

In accordance with Selma Municipal Code 9-6-13, the City Engineer has reviewed the submitted Final Map (Attachment 1) for conformance to boundaries, public easement locations, dedications, closure calculations and other required information. The City Engineer has consequently found the map to be in substantial compliance to the tentative map approval, has determined that the improvements required have been properly identified, and submits said map to the Council for their approval consideration.

In regards to the completion of public improvements associated with Tract Map 6330, the developer has requested to enter into a Subdivision Improvement Agreement (Attachment 2) for the development with the City of Selma, as authorized by Selma Municipal Code section 9-6-11. This action will allow for the filing of a final map for the development with the assurance that outstanding site improvements and activities identified within the project's conditions of approval will be completed within a given timeframe acceptable to the City. All improvement activities shall be secured by surety bond and other specifications, as contained within the agreement and any consequent addendum. Council may approve, approve with conditions, or disapprove the agreement.

The Owner of Tract 6330 has requested an allocation relating to the Density Bonus under Selma General Plan and the Subdivision Map Act. To authorize and grant this request, a Regulatory Agreement (Attachment 3) has been drafted, and is intended to constitute the extended low income housing commitment required by Section 42(h) (6) of the Internal Revenue Code. This Agreement details the commitments, requirements, standards and timelines associated with any required units retaining "affordability," as defined by the State of California (and referenced within the Agreement).

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Rob Terry, Deputy City Manager

Fernando Santillan, City Manager



**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
APPROVING THE SUBDIVISION MAP IMPROVEMENT  
AGREEMENT, REGULATORY AGREEMENT, AND FINAL MAP  
FOR TRACT 6330**

**WHEREAS**, Tentative Subdivision Map 6330, on APN's 388-083-010 and 388-083-011, was approved by the Selma Planning Commission on August 26, 2019; and

**WHEREAS**, the owner of Tentative Subdivision Map 6330 is requesting the City Council approve the final map for the project in accordance with Selma Municipal Code 9-6-13, and approve entering into a Subdivision Improvement Agreement for timely completion of the public facilities associated the project, in accordance with Selma Municipal Code sections 9-6-11.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Selma using their independent judgment hereby resolves as follows:

1. That certain final map of Tentative Subdivision Map 6330, having heretofore, on November 9, 2021, been certified by the City Engineer, that all provisions of law and of Chapter 6 of Title 9 of the Selma City Code, have been complied with, and that said subdivision as shown is substantially the same as it appears on the tentative map thereof, as approved by the Planning Commission on August 26, 2019, by Resolution No. 2019-04, is hereby approved and the dedication of easements and right-of-ways made on said map are hereby accepted subject to the installation of improvements therein and in accordance with the following condition:

That prior to the recording of the final map the owner(s) of said subdivision shall enter into and execute that certain Subdivision Improvement Agreement for Tract 6330 with the City of Selma, as approved by the City Council.

2. Be it further resolved that those certain plans approved by the City Engineer of the City of Selma entitled, "Improvement Plans for: Nagras Estates Tract No. 6330 in Selma, California," all prepared by Central Valley Engineering & Surveying, Inc., are now on file in the office of the City Engineer, and are hereby approved and adopted as the plans according to which the above mentioned improvements shall be done; and
3. Be it further resolved, that certain agreement between the City of Selma and said owners or subdividers entitled "Subdivision Improvement Agreement for Phase One of Tract Map 6330" a copy of which is on file in the office of the City Engineer and to which reference is hereby made, is approved and the City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Selma; and

4. Be it further resolved, that certain agreement between the City of Selma and said owners or subdividers entitled "Regulatory Agreement" a copy of which is on file in the office of the Community Development Director and/or Deputy City Manager and to which reference is hereby made, is approved and the City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Selma; and
5. Be it further resolved that the City Council of the City of Selma directs the Clerk of the City of Selma to execute the Final Map and transmit said Final Map and Subdivision Improvement Agreement to the subdividers in preparation of submission to the Fresno County Recorder's Office for recordation.

This foregoing resolution is hereby approved the 21st day of March, 2022, in the City of Selma, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk

Recorded by and for the  
benefit of, and When  
Recorded Mail to:

City of Selma  
Community Development Department  
1710 Tucker Street  
Selma, CA 93662

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Exempt from recording fees – Gov. Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT MAP 6330**

This Subdivision Agreement ("Agreement") is entered into as of March 21, 2022 (the "Effective Date"), between the CITY OF SELMA, a California municipal corporation and general law city (the "City"), and HARBHAJAN NAGRA (the "Developer").

### **Recitals**

A. Developer obtained a tentative map covering the entirety of this subdivision in 2019 and subsequent thereto, the final map has been approved.

B. Developer has submitted to the City a final map for the subdivision consisting of 10 lots in full compliance of applicable law, including the Selma Municipal Code and the Subdivision Map Act (Government Code §66410 et seq.).

C. On March 21, 2022, the City Council approved a final subdivision map for Tract 6330 in full compliance with applicable law, including the Selma Municipal Code and the Subdivision Map Act (California Government Code §66410 et seq.).

D. The conditions of approval for the Tentative Subdivision Map No. 6330 require improvements within and adjacent to said parcel and the satisfaction of certain other conditions.

E. Improvement plans for the Final Map No. 6330, for improvements required by the Conditions of Approval of the Tentative Parcel Map to be constructed and dedicated to City (the "Improvements") have been reviewed and approved by the City Engineer (the "Plans").

F. The Selma Municipal Code requires certain security to guarantee installation of the required Improvements and payment of all costs in connection therewith.

G. The parties desire to enter this Agreement to ensure performance by the Developer of its obligations under the Selma Municipal Code and the Subdivision Map Act, and to specify other agreements and conditions relating to development of the subdivision.

Based on the foregoing recitals and in consideration of the mutual covenants, promises and agreement contained in this Agreement, the City and the Developer agree as follows:

## **Agreement**

### **1. Improvements**

a. After the City Council approves this Agreement, the Developer shall cause all on-site and off-site Subdivision Improvements required by the Conditions of Approval of the Tentative Map, as specified in the Plans, to be made and constructed within 12 months after the Effective Date. All improvements shall be made, constructed and completed in full compliance with the requirements of the City's current "Construction Standards," the Plans as finally approved by the City Engineer, any changes or alterations in such work that may be agreed to by the City and the Developer, the Conditions of Approval of the Tentative Map and all applicable federal, State and local laws, codes and standards. Without limiting the foregoing, the Developer, its contractor and all subcontractors shall comply with the California Building Standards Code; the Building Code, the Electrical Code, the Plumbing Code and the Mechanical Code of the City; and all other applicable codes of the City as determined by the City Engineer.

b. The Developer shall pay for any and all materials, provisions and other supplies used in, upon, for or about the performance of such work, for any and all work or labor done thereon by contractors, subcontractors, laborers, materialmen and any other persons employed in performance of work on the Improvements, and for any and all amounts due under the State Unemployment Insurance Act with respect to such work or labor.

c. The Developer may request an extension of time to complete the Improvements. The request must be submitted to the City Engineer in writing not less than four weeks before expiration of the initial 12-month completion period and must contain a statement of the facts and circumstances necessitating the extension. The City Manager may grant such extension in his or her reasonable discretion. At the time an extension is granted by the City Manager, if any substantial change has occurred during the term of this Agreement, the City Manager may impose additional reasonable conditions, subject to the City Council's approval, to the extent allowed by law or to require reasonable adjustments in the provisions of this Agreement, including the construction standards, cost estimates and improvement security.

d. The Developer shall remedy any defective work or labor or any defective materials in the Improvements and shall pay for any damage to other work resulting therefrom, which occurs within one year after the date the City Council accepts the Improvements.

e. If the Developer fails or neglects to comply with the provisions of this Agreement, the City will have the right (but not the obligation) at any time to cause such provisions to be met by any lawful means and to recover from the Developer and/or its sureties the full cost and expense incurred by the City in doing so. This right is in addition to and without limitation on any other remedy the City may have for the Developer's failure or neglect.

### **2. Security**

a. Before starting any work on the Improvements, the Developer shall furnish to the City security in accordance with provisions of the Selma Municipal Code (Section 9-6--10.40 and 9-6-12.04) for performance and completion of the Improvements and payment therefore as follows:

i. To secure faithful performance of this Agreement, security in the amount of \$752,893.68 which is equal to 110% of the estimated cost of the Improvements as determined by the Engineer, per Selma Municipal Code 9-6-12.04(A).

ii. To secure payment to Developer's contractor, subcontractors, materialman, laborers, and other persons furnishing labor, materials or equipment in the performance of this Agreement, security in the amount of \$342,224.40 which is equal to 50% of the estimated cost of the Improvements as determined by the City Engineer.

iii. To secure the guarantee and warranty of all completed Improvements for a period of one year following the completion and acceptance of the Improvements, prior to final acceptance of any such Improvements by the City, the Developer shall furnish to the City security in the amount of \$188,223.42 which is equal to 25% of the total estimated cost of the Improvements required by the Conditions of Approval and specified on the Plans as determined by the City Engineer, per Selma Municipal Code 9-6-12.04(C).

iv. As part of the obligations guaranteed by the security described in this Section 2, and in addition to the face amount of the security, Developer will be liable to City for cost and reasonable expenses and fees, including attorney's fees, incurred by the City in successfully enforcing the obligations secured.

v. All security will be in a form acceptable to the City Attorney and the City Engineer. If the security is furnished in the form of a bond or bonds, the performance and payment bonds will be in the forms required by Sections 66499.1 and 66499.2 of the Subdivision Map Act, as applicable, and all bonds will be executed by a corporate surety company authorized to transact surety business in the State of California. Liability for security will be limited as set forth in Section 66499.9 of the Subdivision Map Act.

### **3. Release of Securities**

Release of Securities will be as follows:

a. Security given for faithful performance may be released 35 days after recording the notice of completion for the Improvements, provided that evidence of recording the notice of completion has been furnished to the City, the City Council has finally accepted all Improvements and the City has been furnished the security guaranteeing and warranting the Improvements required by this Section 2. If the performance security is an instrument of credit, it will be released in the manner provided in subdivision 66499.7(a) of the Subdivision Map Act.

b. Security given to secure payment to the contractor, the subcontractors, materialmen, laborers and other persons furnishing labor, materials or equipment may be released 60 days after the notice of completion for the Improvements is recorded, provided no stop notices, mechanics' liens or other claims thereon have been filed with the City in accordance with the Subdivision Map Act.

c. Security guaranteeing and warranting that the completed Improvements remain satisfactory during the required one-year warranty period may be released upon correction by the Developer of any defects in any such Improvements existing at any time during the one-year period.

### **4. Inspection**

The City Engineer or his/her duly authorized representative will inspect all work or Improvements made in connection with the Subdivision as they progress for compliance with City requirements, including the Plans and all provisions of this Agreement. The Developer shall give at least 24 hours' notice to the City Engineer, but not less than one full working day, prior to any desired inspection. Any Improvements installed without inspection by the City Engineer or his/her representative will be subject to rejection. However, inspection by the City will in no way relieve the Developer or its sureties of full responsibility for noncomplying or defective work or materials in the Improvements.

When the City Engineer has determined, based on a final inspection, that all Improvements have been satisfactorily completed in compliance with the Plans, this Agreement and other City requirements, the City Engineer shall prepare and submit to the City Council, for the City Council's consideration at its next available regular meeting, a proposed notice of completion for the Improvements together with his/her recommendation thereon. The Improvements will be approved and accepted on behalf of the City only by resolution of the City Council. If the City Council approves and accepts the Improvements, the City Engineer shall file the executed notice of completion with the Fresno County Recorder as promptly as practicable.

The Developer shall pay the City the cost of inspection as invoiced.

## **5. Safety**

The Developer shall perform all work under this Agreement in accordance with the applicable sections of the most current versions of Title 3 of the California Administrative Code (CalOSHA) and the WATCH (Work Area Traffic Control Handbook) published by Building News, Inc. The Developer shall ensure adequate protection for members of the public who may use public roads or rights-of-way affected by the Improvements *and/or* work under this Agreement.

Without limiting the foregoing, the Developer shall place barricades and related facilities in such number and at such locations as required for public safety and compliance with law. At night, such barricades will be equipped with flashing yellow lights. The City Engineer, Public Works Director or Police Chief will have the right to require, and the Developer shall promptly install or place, additional barricades or other facilities to assure public safety if any of them deem the same necessary or desirable for public safety. In addition to and without limitation on Section 6, the Developer will be fully responsible for all loss, liability or damages which may arise out of failure of the Developer, its contractor, subcontractors or any employees thereof to comply with this Section 5, whether or not on public property, and shall indemnify, defend and hold harmless the City from any and all claims, loss, liability, damages or causes of action arising therefrom or related thereto.

## **6. Indemnity**

The Developer shall indemnify, defend and hold harmless the City and its Council, boards, commissions, officers, officials, employees and agents from any and all loss, liability, costs and damages (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury or property damage), and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising directly or indirectly out of or in any way connected with (i) any act, error or omission at any time of the Developer, its contractor(s), subcontractors or any of their respective, employees, agents or representatives in performing work under this Agreement, including without limitation work in or upon streets or other rights-of-way in the Subdivision and premises adjacent to the Subdivision; (ii) the design, construction, operation or maintenance of the Improvements specified in the Plans, or any portion thereof; or (iii) the use by any person of any patent or patented articles in the construction of the Improvements.

The foregoing paragraph will apply to the greatest extent allowed by law, but will not apply to, and the Developer shall not be responsible for, any loss, liability, costs, damages, suits or claims caused solely by the active negligence or willful misconduct of the City its officials, officers or employees acting within the scope of their authority.

The use of any and all streets and other Improvements will, at all times prior to final acceptance of such streets and Improvements by the City Council, be the sole

responsibility and exclusive risk of the Developer. Issuance of any occupancy permits by the City for dwellings in the Subdivision will not be considered acceptance or approval of any streets or other Improvements in the Subdivision.

## **7. Insurance**

Before work is commenced pursuant to this Agreement, the Developer shall obtain and maintain, or cause each of its contractor(s) and subcontractors to obtain and maintain, in full force and effect during the performance of the work, at its own expense and risk, insurance on terms and conditions described in this Section and file with the City Engineer a certificate evidencing that such insurance is in full force and effect. The liability insurance will name the City, its Council, boards, commissions, officers, employees and agents as insureds or additional insureds, and will indemnify the City and such persons against liability for loss occasioned by acts or omissions of the Developer, or its contractor or subcontractor, as applicable, or their respective employees under this Agreement. The insurance shall be in the following minimum limits and on at least the following terms:

(1) General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this Subdivision or the general aggregate limit will be twice the required occurrence limit.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

If the Developer itself performs any actual construction of Improvements under this Agreement, the Developer itself shall obtain, maintain and provide all insurance coverages and provide all insurance certificates, endorsements and other matters required by this Section 7. However, if the Developer itself does not perform any construction of the Improvements or any portion thereof and its contractor(s) and subcontractors are solely responsible to the Developer for construction of all the Improvements under this Agreement, the obtaining, maintaining and providing by each contractor or subcontractor of (i) all insurance coverages and (ii) all insurance certificates, endorsements and other matters required by this Section 7 shall be deemed the Developer's compliance with this section. In any case, the Developer shall be solely responsible for ensuring compliance with this section.

a) The policies will contain, or will be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages.

(A) The City, its Council, boards, commissions, officers, employees and agents will be covered as insureds as to liability arising out of activities performed by or on behalf of the Developer/contractor/subcontractor, products and completed operations of the Developer/contractor/subcontractor, premises owned, occupied or used by the Developer/contractor/subcontractor, or automobiles owned, leased, hired or borrowed by or on behalf of the developer/contractor/subcontractor. The coverage will contain no special limitations on the scope of protection afforded to the City and such other additional insureds.

(B) The insurance will be primary insurance with respect to coverage of the City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by the City will be excess of the Developer's/contractors/subcontractor's insurance and will not contribute with it.

(C) Failure to comply with the reporting provisions of the insurance policies will not affect coverage provided to the City or its Council, boards, commissions, officers, employees or agents.

(D) The insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability.

(2) Workers' Compensation and Employer's Liability Coverages.

The Developer/contractor/subcontractor shall waive all rights of subrogation against the City and its Council, boards, commissions, officers, employees and agent for losses arising from work performed by the Developer/contractor/subcontractor of their respective subcontractors or employees under this Agreement.

b) Each insurance policy required under this section will be endorsed to state that coverage will not be suspended, voided, canceled or reduced in coverage or limits unless at least 30 days prior written notice has been given to the City Manager by certified mail, return receipt requested. The endorsement must not contain any "best efforts" or similar qualification on the notice requirement.

If any required insurance coverage is provided by a policy which also covers the Developer/contractor/subcontractor or a person or entity other than the City, the policy must contain a standard form of cross liability endorsement.

c) The Developer/contractor/subcontractor shall furnish the City with certificates of insurance and with original endorsements effecting the coverages required by this section. The certificates and endorsements for each insurance policy will be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements will be on forms provided by or acceptable to the City. Where, by statute, the City's workers' compensation forms cannot be used, equivalent forms approved by the State and acceptable to the City Attorney will be substituted. All certificates and endorsements must be received and approved by the City before work commences under this Agreement. On request by the City at any time during the term of this Agreement, the Developer shall submit, or cause its contractor or subcontractor (as applicable) to submit, complete, certified copies of the required insurance policies.

d) Neither the limits of liability of insurance specified in this section, nor the provision of insurance and insurance certificates, endorsements and other matters by the Developer's contractor(s) or subcontractors under paragraph 7.a., will limit the liability of the Developer under this Agreement or relieve the Developer for any responsibility or liability for work performed under this Agreement.

e) All insurance required by this section will be issued by a corporate insurer authorized to do insurance business in California and having a rating of no less than A-XIII in Best's Insurance Rating Guide.

## **8. Approvals**

This Agreement and all securities provided pursuant to Section 2, all insurance policies or certificates and all other documents submitted pursuant to this Agreement will be subject to



approval by the City Manager as to substance and by the City Attorney as to form and legal sufficiency.

**9. Successors and Assigns**

This Agreement will benefit and be binding on the parties and their respective assigns, transferees and successors-in-interest.

**10. Attorneys' Fees**

If either party brings a legal action or arbitration to enforce or interpret any part of this Agreement, the prevailing party in the action or arbitration will be entitled to recover from the other party reasonable attorneys' fees, court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.

**11. Notices**

All notices in connection with this Agreement must be written and given by personal delivery or first-class U.S. mail to a party at its respective address below:

**To the City:**

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

**To the Developer:**

Harhajan S. Nagra  
Mailing Address on File

Notice by personal delivery will be effective on delivery; notice by mail will be effective on receipt or three days after the postmark date, whichever is earlier.

**12. Modification; Amendment**

This Agreement may be modified or amended only by a written instrument, signed by duly authorized representatives of the Developer and the City and approved by the City Council. No other statement, action or representation will be effective to modify or amend any provision of this Agreement.

**13. Governing Law; Interpretation**

a. This Agreement will be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties will be determined, according to California law.

b. In interpreting this Agreement, unless the context clearly requires otherwise, singular includes plural, masculine includes feminine and vice versa, and neuter includes masculine and feminine.

Each party acknowledges that it has executed and entered into this Agreement as of the Effective Date.

/

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*Signatures on next page*

City of Selma

Developer

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

Fernando Santillan, City Manager  
(Notary acknowledgement to be attached)

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

Harbhajan Nagra, Owner / Developer  
(Notary acknowledgement to be attached)

Attest:

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

Reyna Rivera, City Clerk

Approved as to form:

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

Mary F. Lerner, City Attorney

Recommended for approval:

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

Rob Terry, Deputy City Manager

**RECORDING REQUESTED BY:**

City of Selma

**AND WHEN RECORDED MAIL DOCUMENT TO:**

City of Selma  
1710 Tucker Street  
Selma, CA 93662  
Attn: Community Development Director

Space Above This Line for Recorder's Use Only

Tract No. 6330

**REGULATORY AGREEMENT**

This Regulatory agreement (this "Agreement") is made between the City of Selma, California ("Selma"), and Harbhajan Nagra ("Owner") and is dated as of March 21, 2022 (the "Effective Date"). The Owner has requested and Selma has authorized an allocation relating to the Density Bonus under Selma General Plan and the Subdivision Map Act. The Density Bonus relates to a multifamily housing project known as Nagras Estates Tract No. 6330, identified in the records of Selma and located on the real property described in Exhibit "A of this agreement, attached hereto and incorporated herein (the "Project"). This Agreement is intended to constitute the extended low income housing commitment required by Section 42(h) (6) of the Internal Revenue Code. Accordingly, in consideration of the allocation relating to the Density Bonus by Selma and the requirements of the Internal Revenue Code, the Owner and Selma hereby agree as follows:

Section 1. Definition.

a. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the following meanings:

"Agreement" means this Regulatory Agreement between Selma and the Owner.

"Applicable Fraction" means the smaller of the Unit Fraction or the Floor Space Fraction, all calculated in accordance with Section 42(c) (1) of the Code.

"Area Median Gross Income" means the median gross income of the area in which the Project is located as determined by the Secretary for purposes of Section 42 of the Code, including adjustments for family size.

"Assumption Agreement" shall have the meaning assigned in Section 14 hereof.

"Code" means those provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated pursuant thereto.

"Compliance Period" means the period of 10 consecutive taxable years beginning with the first taxable year of the Credit Period, or such longer period as is prescribed at Appendix A.

"Credit Period" means, with respect to the Density Bonus, the period of 10 taxable years beginning with the taxable year the Project is placed in service.

"Effective Date" means the date first set forth herein above.

"Federal Tax Credit" means the low-income housing tax credit under Section 42 of the Code.

"Floor Space Fraction" means the fraction, the numerator of which is the total floor space of the Low-Income Units in a building and the denominator of which is the total floor space of the units in such building.

"Gross Rent" means all amounts paid by a Tenant for rent, determined in a manner consistent with Section 42(g) (2) of the Code. If the Tenant pays utilities directly, Gross Rent shall include any utility allowance prescribed by the Secretary.

"Income" means the income of a Tenant determined in a manner consistent with the requirements

"Low- Income" means, with respect to any Tenant, an income level not exceeding 50% or 60% of Area Median Gross Income, as provided in Section 4b hereof, or such alternative income level as may be set forth in Appendix A.

"Low-Income Tenant" means a Tenant who, when the Tenant originally occupied the unit, had an income qualifying as Low-Income. For so long as the Tenant occupies the particular Unit [or another unit in the same building], the Tenant will remain a Low-Income Tenant if the Tenant's Income, upon the most recent income certification, does not exceed 140% of Low-Income.

"Low-Income Unit" means a Unit in the Project that is occupied by a Low Income Tenant, is Rent-Restricted and meets the other requirements of Section 42 of the Code, in particular, Section 42 (i) (3).

"Minimum Amount" means the number of Units in the Project required to be Low-Income Units, which Minimum Amount for this Project is 20% or 40% of the Units, as provided in Section 4c hereof. Notwithstanding the Minimum Amount, the Applicable Fraction for this project shall be no less than that set forth at Section 4c hereof.

"Owner" means Harbhajan Nagra or successors.

"Project" means the residential rental housing project known as Nagras Estates Tract No. 6330, and located on the real property described in Exhibit A.

"Qualified Low-Income Housing Project" means a residential rental project meeting the requirements of Section 4 hereof.

"Rent-Restricted" means, with respect to any Unit, that the Gross Rent with respect to such Unit is not more than 30% of the imputed income limitation applicable to such Unit pursuant to Section 42 (g) (2) (C) of the Code, as modified by Appendix A, if applicable.

"Secretary" means the Secretary of the Treasury of the United States.

"Service" means the United States Internal Revenue Service and any successor thereto.

"Tax Credit" means the low-income housing tax credit under Section 42 of the Code.

"Selma" means the City of Selma.

"Selma Compliance Monitoring Procedures" means those procedures and requirements adopted or imposed by Selma for the purpose of discharging its responsibilities pursuant to Section 42 (m) (1) (B) (iii) of the code to monitor compliance by the Owner and the Project with the provisions of Section 42 of the Code and notify the Service of instances of noncompliance.

"Tenant" means the individual or individuals entitled to occupy a Unit in the Project by lease or other legal relationship with the Owner.

"Unit" means any residential rental unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking, and sanitation; provided, however that single room occupancy units used on a nontransient basis may be treated as Units.

"Unit Fraction" means the fraction, the numerator of which is the number of Low-Income Units in a building and the denominator of which is the number of Units in such building.

b. Any term or phrase which is used in this agreement and not defined herein shall have the meaning, if any, assigned thereto in Section 42 of the Code. Any term or phrase which is defined herein shall, unless the context shall clearly indicate otherwise, be interpreted in a manner consistent with the provisions and requirements of Section 42 of the Code.

#### Section 2. Term.

a. This Agreement shall commence as of the Effective Date and shall terminate on the last day of the compliance Period (the "Term"), unless earlier terminated pursuant to Section 2c hereof.

b. The Credit Period commences with respect to each building in the Project (i) the taxable year in which the building is placed in service or (ii) the succeeding taxable year, at the irrevocable election of the Owner pursuant to Section 42 (f) (1) (B) of the Code. In the case of the Project, the Credit Period begins in the calendar year 2022 or as set forth at Appendix A with respect to individual buildings.

c. Notwithstanding subsection 2. a., this Agreement shall terminate with respect to any building in the Project on the date such building is acquired by foreclosure or instrument in lieu of foreclosure unless the Secretary determines that such acquisition is part of an arrangement a purpose of which is to terminate such period; provided, however, that, except for eviction for good cause, the Tenant or any Low-Income Unit shall be entitled to occupy such Unit in accordance with the provisions of this Agreement for a period of three years following such termination.

Section 3. Filing. This Agreement, and all amendments hereto, shall be recorded as a restrictive covenant in the official records of the County of Fresno in which the Project is located. The Owner shall pay all fees and charges incurred in connection with such recording.

The Owner intends, declares and covenants, on behalf of himself and all future owners and operators of the Project during the Term of this Agreement, that this Agreement and the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Project (i) shall be and are covenants running with the Project land, encumbering the Project land for the Term of this Agreement and binding upon the Owner's successors in title and all subsequent owners and operators of the Project land, and (ii) shall bind the Owner (and the benefits shall inure to Selma and any past, present or prospective Tenant of the Project) and its respective successors and assigns during the Term of this Agreement. The Owner hereby agrees that any and all requirements of the laws of the State of California to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Project land. For the Term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to this Agreement; provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project or portion thereof provides that such conveyance is subject to this Agreement.

#### Section 4. Qualified Low-Income Housing Project.

a. The Owner shall maintain the Project as a Qualified Low-Income Housing Project within the meaning of Section 42 of the Code at all times, commencing with the last day of the first year of the Credit Period and continuing throughout the Term of this Agreement. To this end, and without limitation, the Owner shall -

(i) operate the Project such that at least the Minimum Amount of the Units in the Project are Low-Income Units, and

(ii) assure that Units in the Project are (A) available for use by the general public, (B) suitable for occupancy and (C) used on other than a transient basis.

b. During the Term of this Agreement, the Owner shall not evict, terminate the tenancy, or refuse to renew the lease or rental agreement of any Tenant of any Low-Income Unit without good cause.

c. For purposes of this Agreement and Section 42 of the Code, the Owner has elected to comply with [ J the "20-50 test" pursuant to which "Low Income" is defined as 50% of Area Median Gross Income and the Minimum Amount is 20% of the Units in the Project or {x} the "40-60 test" pursuant to which "Low-Income" is defined as 60% of Area Median Gross Income and the Minimum Amount is 40% of the Units in the Project.

d. The amount of Tax Credit allocated to the Project is based on the requirement that the Applicable Fraction for buildings in the Project will be at least 100% or as specified, building-by-building, at Appendix A. The Owner's failure to ensure that each building in the Project complies with such requirement will cause Selma to report such fact to the Service which may result in the reduction and recapture by the Service of Tax Credit, and (ii) to take other appropriate enforcement action, including, but not limited to, the remedies provided herein.

e. The Owner may not refuse to lease a Unit in the Project to a prospective Tenant who holds a voucher or certificate of eligibility for assistance pursuant to Section 8 of the United States Housing Act of 1937, as amended, because of the status of such prospective Tenant as the holder of such voucher or certificate.

f. The Project and the Owner are subject to the additional and/or modified requirements, if any, set forth at Appendix A, which requirements are incorporated herein and made a part hereof.

Section 5. Annual Determinations; Low- Income Units. Upon initial occupancy and, unless otherwise allowed under Section 42 of the Code and specifically authorized by Selma, at least annually thereafter, the Owners shall determine and certify the Income of each Low-Income Tenant, and report such findings to the City no later than April 1 of each year, for the previous calendar year period. If, upon any such annual certification, the Tenant of a Low-Income Unit who was, at the last income certification, a Low-Income Tenant, is found no longer to be a Low-Income Tenant, such Unit will continued to be treated as a Low-Income Unit until the next available Unit of comparable or smaller size in the building (i) is rented to a person who is not a Low-Income Tenant or (ii) is rented without being Rent-Restricted. A Low-Income Unit that has been vacated will continued to be treated as a Low-Income Unit provided that (I) reasonable attempts are made to rent the Unit and (II) no other Units of comparable or smaller size in the building are rented to persons who are not Low-Income Tenants or are rented without being Rent-Restricted. In no case will a Unit be treated as a Low-Income Unit if all the Tenants of the Unit



are students (as determined under Section 151(c) (4) of the Code), no one of whom is entitled to file a joint income tax return; provided, however, that such rule shall not apply to the types of students identified at Section 42 (i) (3) (D) of the Code, or any successor to such provision, as applicable to the Project. The City shall be entitled to charge a fee to Owner, covering the fully burdened hourly rate of staff responsible for review of the annual certification. Such a fee shall be invoiced to Owner with a time accounting for said staff, and shall not exceed an initial total of 5 hours of billed time. Should additional time be required for review and compliance activities, the City shall notify Owner in a timely manner. Owner agrees that fully burdened rate(s) invoiced by City shall be paid within 60 days of invoice date.

Section 6. Compliance Monitoring. The Owner acknowledges that Selma is required, pursuant to Section 42 (m) (1) (B) (iii) of the Code, (i) to monitor the Owner's and the Project's compliance with the requirements of Section 42 of the Code and (ii) to notify the Service of any noncompliance which is found. The Owner agrees (I) to maintain records that substantiate and document such compliance, preserving such records for the period required by the Service and document such compliance, preserving such records for the period required by the Service and Selma, (II) to take all actions required by Selma pursuant to the Selma Compliance Monitoring Procedures to assist or cooperate with Selma in monitoring such compliance and (III) to pay the fee prescribed by Selma with respect to such monitoring. The Selma Compliance Monitoring Procedures require, among other things, that the Owner annually certify to Selma (on such forms as are prescribed by Selma) the number of Units in the Project which are Low Income Units, the percentage of floor space in the Project which is allowable to Low-Income Units, that the Project continues to be a Qualified Low-Income Housing Project; provided, however, that in the first year of the Credit Period, the Owner shall certify individually with respect to each month of such year the number of Low-Income Units in the Project and the percentage of floor space devoted to such units on the last day of the month. The Owner is responsible for full adherence to Selma's Compliance Monitoring Procedures without regard to whether particular requirements of those procedures are enumerated in this Agreement. The Owner agrees Selma, may at any time during the construction, rehabilitation, or operation of the Project, enter and inspect the Project to evaluate its physical and financial condition, construction, rehabilitation, operation, management and maintenance.

Section 7. Notification of Noncompliance. The Owner agrees to notify Selma or its designee if there is a determination by the Service that the Project is not a "qualified low-income housing project" within the meaning of Section 42(g) of the Code. Notification to Selma will be made within ten business days of receipt of any such determination.

Section 8. Security of Performance. The Owner hereby assigns its interest in the rents from the Project to Selma as security for the performance of the Owner's obligations under this Agreement. However, until and unless the Owner defaults in its obligations under this Agreement, the Owner is entitled to collect, retain and apply such rents.

Section 9. Remedies. In the event the Owner defaults in its obligations under this Agreement and such default is not cured within a reasonable time period, the remedies of Selma, the Tenants and any former or prospective Low-Income Tenants shall include, but are not limited to, the following:

a. collecting all rents with respect to the Project and applying them (i) to meet the ongoing costs of operating the Project, (ii) to pay debt service, (iii) to reimburse any Low-Income Tenants who may have been charged a Gross Rent above the applicable Rent-Restricted level or (iv) to assure the long-term, Low-Income use of the Project consistent with the requirements of Section 42 of the Code and this Agreement;

b. taking possession of the Project and operating the Project in accordance with the requirements of this Agreement, including the collection and application of rents in accordance with subsection a of this Section 9, until the Owner demonstrates that it will operate the Project in accordance with this Agreement;

c. applying to a court for specific performance of any of the obligations herein set forth;

d. securing the appointment of a receiver to operate the Project in a manner consistent with this Agreement, including subsections a and b of this Section 9;

e. suit against the Owner for damages or for the disgorgement of rents collected in excess of those which would have been received had the Owner complied with the requirements of this Agreement;

f. requiring the replacement of the manager of the Project with a property manager approved by Selma, in the event the Owner

fails to maintain the Project in sound and habitable condition such that each Low-Income Unit is suitable for occupancy in accordance with the requirements of Section 42 (I) (3) (B) (I) of the Code and Section 4a of this Agreement;

g. requiring the payment of an increased compliance monitoring fee by the Owner for such period as Selma determines appropriate; and

h. such other relief as may be appropriate.

Section 10. Enforceability. This Agreement may be enforced by Selma or its designee, including any agency of State or local government identified at Appendix A hereto or otherwise in a written notice provided by Selma to Owner. In addition, the Agreement shall be deemed a contract enforceable by, and shall inure to the benefit of, one or more Tenants or persons meeting the Low-Income restriction, whether past, present or prospective Tenants, as third-party beneficiaries hereof. Selma, its designee and/or any Tenant or other third-party beneficiary shall be entitled to reasonable attorneys' fees and other legal costs in any judicial or administrative action in which such party shall prevail.

Section 11. No Conflicting Agreements. The Owner warrants that it is not bound by and will not execute any other agreement with provisions that bind it to violate the provisions of this Agreement; provided, however, that with the approval of Selma, this Agreement may be subordinated, if required to any lien or encumbrance of any banks or other institutional lenders to the Project; provided, further, that the terms of any such subordination shall provide that (i) prior to any such lenders' acquisition of the Project by foreclosure or instrument in lieu of foreclosure, the exercise of any remedy or authority by any such lender shall be subject to all of the requirements of the Agreement, and (ii) subsequent to any such lender's acquisition of the Project by foreclosure or instrument in lieu of foreclosure, the requirement of Section 2c hereof, with respect to the continuation of occupancy and rent restrictions for three years following certain terminations of this Agreement, shall remain in effect.

Section 12. Successors Bound. This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Owner and his successors and assigns and all subsequent owners of the Project or any interest therein, and Selma and its successors and assigns, for the Term of this Agreement, without

regard to whether any such parties shall have executed an Assumption Agreement with respect hereto. Upon termination of this Agreement, the covenants and conditions contained herein shall expire, except that the requirement of Section 2c hereof, with respect to the continuation of occupancy and rent restrictions for three years following certain terminations of this Agreement, shall remain In effect.

Section 13. Amendments; Waivers. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated except by written instrument executed and acknowledged by each of the parties hereto or their successors and duly recorded in the official records of the county in which this Agreement is recorded. Any waiver of any provision of this Agreement shall not be deemed to be an amendment hereof. Upon request, by Selma, the Owner agrees that it will take all actions necessary to effect any amendment of this Agreement which may be necessary in Selma's sole discretion to comply with the Code, and any and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Tax Credits.

Section 14. Assignment by Owner. The Owner may not sell or otherwise dispose of any portion of any building in the Project unless it disposes of the entire building to the same person. Upon sale or transfer of the Project, the Owner shall be relieved of all obligations under the Agreement and the transferee shall succeed to and be bound by all of the Owner's rights and obligations hereunder, without regard to whether the transferee has executed an Assumption Agreement as hereinafter provided. Prior to any transfer of the Project, the Owner shall notify Selma in writing and provide the name (s) and address (es), financial reports, and other relevant information of the prospective successor owner and operator. The Owner shall require, as a condition precedent to any sale, transfer or exchange or any other disposition of the Project prior to termination of this Agreement, that the purchaser or successor assume, in writing, in an Assumption Agreement acceptable to Selma, the Owner's obligations hereunder and under Section 42 of the Code and applicable regulations, which Assumption Agreement shall be delivered to Selma in executed, recordable form prior to any such sale, transfer or exchange. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Project or any building in the Project. The Owner agrees that any sale, transfer or exchange of the Project without execution of an Assumption Agreement or otherwise in contravention of the provisions of this Section 14 shall be voidable at the discretion of Selma. Changes in the constituents

of the Owner shall not constitute a default under this Agreement. Owner acknowledges that the sale, transfer or exchange of the Project, or any interest in the Project or the Owner, consistent with the requirements of this Agreement, does not relieve the Owner or any of its constituents from any obligations which it may have under Section 42 of the Code, including those with respect to recapture of Tax Credit or any alternative thereto.

Section 15. Notices. All notices, certificates or other communications shall be sufficiently given any shall be deemed received on the second day following the date on which the same have been mailed by certified mail, postage prepaid, or sent by other method which produces evidence of delivery thereof, addressed as follows:

To Selma:

City of Selma  
1710 Tucker Street  
Selma, CA 93662

To the Owner:

Harbhajan Nagra  
3955 Ramona Avenue  
Clovis, CA 93619

Selma and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificate or other communications shall be sent.

Section 16. Indemnification. The Owner agrees to defend, indemnify and hold harmless the Chairperson, Selma committee members, Selma officers, directors and employees from and against all liabilities, losses, claims damages, judgments, cost and expenses (including, without limitation, reasonable attorneys' fees) incurred by Selma as a result of any material inaccuracy in any of the representations and warranties contained in this Agreement, or as a result of any action or negligence by the Owner, including claims by third parties.

The Owner agrees that should any claims, demands, suits or other legal proceedings be made or instituted by any person against Selma, which arise out of any of the matters relating to this Agreement, the Owner will cooperate fully with Selma in the defense or other disposition thereof.

Section 17. Severability. The invalidity of any clause, part or provisions of this agreement shall not affect the validity of the remaining portions thereof.

Section 18. Governing Law. This Agreement shall be governed by the laws of the State of California, excluding conflicts provisions, and, where applicable, the laws of the United States of America.

Section 19. Survival of Obligations. The obligations of the Owner as set forth herein and in the application shall survive the allocation of the Tax Credit and shall not be deemed to terminate or merge with the awarding of the allocation.

Section 20. Interpretation. Selma's interpretation of this Agreement shall be controlling for purposes of determining whether (i) the compliance Period shall have commenced, (ii) this Agreement shall have been terminated in accordance with Section 2 hereof, and (iii) the Additional Use Restrictions elected at Appendix A hereof, if any, shall have been complied with.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective duly authorized representatives, as of the day and year first written above.

CITY OF SELMA

OWNER:

By: \_\_\_\_\_  
FERNANDO SANTILLAN  
CITY MANAGER

By: \_\_\_\_\_  
HARBHAJAN NAGRA  
PROPERTY OWNER

The undersigned, owner of the property described on Exhibit A hereto, hereby consents to recordation of this Regulatory Agreement against such property, and agrees that such property shall be bound by the provisions thereof.

\_\_\_\_\_  
HARBHAJAN NAGRA



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

State of California )  
County of Fresno )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_,  
a Notary Public, personally 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



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

State of California                                 )  
County of Fresno                                 )

On \_\_\_\_\_, 2022, before me, JEFF S. SHEPARD, a Notary Public, personally appeared HARBHAJAN NAGRA, 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 \_\_\_\_\_

APPENDIX A

ADDITIONAL USE RESTRICTIONS

**Housing Type**

- ☒ **Large Family**
- ☐ **Senior**
- ☐ **SRO**
- ☐ **Special Needs**
- ☐ **At-Risk**
- ☐ **Non-targeted**

**Income Target**

☒ Throughout the Compliance Period, unless otherwise permitted by Units must be occupied by Tenants such that:

- 10% of Low-Income Units @ or below 30% of Area Median Gross Income
- 50% of Low-Income Units @ or below 50% of Area Median Gross Income
- 25% of Low-Income Units @ or below 55% of Area Median Gross Income

**Longer Compliance Period**

☒ The Compliance Period shall be a period of 10 consecutive taxable years commencing with the first year of the Credit Period.

**Designation of First Year of Credit Period by Building**

Building ID CA-11-08901 - CA-11-089065 First Year of Credit Period 2022

**☒ Material Participation by Qualified Nonprofit Organization**

Throughout the Compliance Period, a "qualified nonprofit organization" within the meaning of Section 42 (h) (5) (C) of the Code shall own an interest in the Project and shall materially participate (within the meaning of Section 469 (h) in the development and operation of the Project.

**Targeted Population and Physical Facility Features**

**☒ Large Family Project**

- At least thirty percent (30%) of the units in the project are three-bedroom or larger units, with the remaining units configured based on the demand established in the basic threshold requirements except that for projects qualifying for and applying under the At-risk set-aside, the Executive Director may grant a waiver of this requirement if the applicant shows it would be cost prohibitive to comply;
- One-bedroom units must include at least 500 square feet and two-bedroom units must include at least 750 square feet of living space. These limits may be waived for rehabilitation projects, at the discretion of the Executive Director. Three-bedroom units shall include at least 1,000 square feet of living space and four-bedroom units shall include at least 1,200 square feet of living space, unless these restrictions conflict with the requirements of another governmental agency to which the project is subject to approval (bedrooms shall be large enough to accommodate two persons each and living areas shall be adequately sized to accommodate families based on two persons per bedroom);
- Four-bedroom and larger units shall have at least two full bathrooms.
- The project shall provide outdoor play-recreational facilities suitable and available to all tenants, for children of all ages, except for small developments as defined in Section 10315(c). The Executive Director, in her/his discretion may waive this requirement upon demonstration of nearby, readily accessible, recreational facilities;
- The project shall provide an appropriately sized common area(s). For purposes of this part, common areas shall include all interior common areas, such as rental office and meeting rooms, but shall not include laundry rooms or manager living units,

and shall meet the following size requirement: projects comprised of 30 or less units, at least 600 square feet; projects from 31 to 60 units, at least 1000 square feet; projects from 61 to 100 total units, at least 1400 square feet; projects over 100 units, at least 1800 square feet. Small developments, defined in Section 10315 (d), are exempt from this requirement.

- A public agency shall provide direct or indirect long term financial support for at least fifteen percent (15%) of the total project development costs, or the owner's equity (includes syndication proceeds) shall constitute at least thirty percent (30%) of the total project development costs;
- Adequate laundry facilities shall be available on the project premises, with no fewer than one washer/dryer per 10 units. To the extent that tenants will be charged for the use of central laundry facilities, washer and dryers must be excluded from eligible basis. If no centralized laundry facilities are provided, washer and dryer shall be provided in each unit, subject to the further provision that gas connections for dryers shall be provided where gas is otherwise available at the property;
- Dishwashers shall be provided in all units unless a waiver is granted by the Executive Director because of planning or financial impracticality;
- Projects are subject to a minimum low-income use period of 10 years.

☐ **Senior Project**

- All units shall be restricted to households eligible under the provisions of California Civil Code **51.3** (except for projects utilizing federal funds whose programs have differing definitions for senior projects), and further be subject to state and federal fair housing laws with respect to senior housing;
- The project shall be on a suitable site. Access to basic services shall be available by other than resident-owned transportation;
- Projects over two stories shall have an elevator;

- No more than twenty percent (20%) of the low-income units in the project shall be larger than one-bedroom units, unless waived by the Executive Director, when supported by a full market study. One larger unit may be included for use as a manager's unit without a waiver;
- One-bedroom units must have at least 500 square feet and two-bedroom units must include at least 750 square feet of living space. These limits may be waived for rehabilitation projects, at the discretion of the Executive Director;
- For projects receiving credit after 2000, emergency call systems shall only be required in units intended for occupancy by frail elderly populations requiring assistance with activities of daily living, and/or applying as special needs units. When required, they shall provide 24-hour monitoring, unless an alternative monitoring system is approved by the Executive Director;
- Common area (s) shall be provided on site, or are within approximately one-half mile of the subject property. For purposes of this part, common areas shall include all interior common areas, such as rental office and meeting rooms, but shall not include laundry rooms or manager living units, and shall meet the following size requirement: projects comprised of 30 or less units, at least 600 square feet; projects from 31 to 60 units, at least 1000 square feet; projects from 61 to 100 total units, at least 1400 square feet; projects over 100 units, at least 1800 square feet. Small developments, defined in Section 10315 (d), are exempt from this requirement;
- A public agency shall provide direct or indirect long-term financial support for at least fifteen percent (15%) of the total project development costs, or the owner's equity (includes syndication proceeds) shall constitute at thirty percent (30%) of the total project development costs;
- Adequate laundry facilities shall be available on the project premises, with no fewer than one washer/dryer per 15 units. To the extent that tenants will be charged for the use of central laundry facilities, washer and dryers must be excluded from eligible basis. If no centralized laundry facilities are provided, washer and dryers shall be provided in each unit, subject to the further provision that gas connections for dryers shall be provided where gas is otherwise available at the property;

- Projects are subject to a minimum low-income use period of 10 years.

#### ☐ **SRO Project**

- Average income is no more than forty percent (40%) of the area median income;
- SRO units are efficiency units, which may include a complete private bath and kitchen but do not have a separate bedroom, unless the configuration of an already existing building being proposed to be used for an SRO dictates otherwise. The maximum size for an SRO unit shall be 500 square feet. At least ninety percent (90%) of the units in the project must meet these requirements;
- At least one bath is provided for every eight units;
- If the project does not have a rental subsidy committed, the applicant shall demonstrate that the target population can pay the proposed rents. For instance, if the target population will rely on General Assistance, the applicant shall show that those receiving General Assistance are willing to pay rent at the level proposed;
- The project configuration, including community space and kitchen, shall meet the needs of the population;
- A public agency shall provide direct or indirect long-term financial support for at least fifteen percent (15% of the total project development costs, or the owner's equity (includes syndication proceeds) shall constitute at least thirty percent (30%) of the total project development costs;
- Adequate laundry facilities shall be available on the project premises, with no fewer than one washer/dryer per 15 units;
- Projects are subject to a minimum low-income use period of 10 years;
- A ten percent (10%) vacancy rate shall be used unless otherwise approved by the Executive Director. Justification of a lower rate shall be included;

- A signed contract or memorandum of understanding between the developer and the service provider, together with the resolution of the service provider, must accompany the tax credit application;
- A summary of the experience of the developer and the service provider in the providing for the population to be serviced must accompany the tax credit application;
- New construction projects for seniors shall not qualify as Single Room Occupancy housing.

☐ **Special Needs Project**

- Average income is no more than forty percent (40%) of the area median income;
- Third party verification from a federal, state or local agency of the availability of services appropriate to the targeted population;
- The units and building configurations (including community space) meet the specific needs of the population;
- If project does not have a rental subsidy committed, the applicant shall demonstrate that the target population can pay the proposed rents. For instance, if the target population will rely on General Assistance, the applicant shall show that those receiving General Assistance are willing to pay rent at the level proposed;
- A public agency shall provide direct or indirect long-term financial support for at least fifteen percent (15%) of the total project development costs, or the owner's equity (includes syndication proceeds) shall constitute at least thirty percent (30%) of the total project development costs;
- Adequate laundry facilities shall be available on the project premises, with no fewer than one washer/dryer per 15 units;
- Projects are subject to a minimum low-income use period of 10 years;

- A ten percent (10%) vacancy rate shall be used unless otherwise approved by the Executive Director. Justification of a lower rate shall be included;
- Where services are required as a condition of occupancy, special attention shall be paid to the assessment of service costs as related to maximum allowable Credits rents. A tax professional's opinion as to compliance with IRC Section 42 may be required by the Executive Director;
- A signed contract or memorandum of understanding between the developer and the service provider, together with the resolution of the service provider, must accompany the tax credit application;
- A summary of the experience of the developer and the service provider in the providing for the population to be serviced must accompany the tax credit application;
- A preliminary service plan that specifically identifies the services to be provided to the special needs population. The Executive Director shall, in his/her sole discretion, determine whether the plan is adequate to qualify the project as a special needs project.

☐ **At-Risk**

- Projects are subject to a minimum low-income use period of 10 years;
- Application shall meet the requirements of R & T Code subsection 170s8(c)(4).

☒ **Site Amenities**

Throughout the Compliance Period, unless otherwise permitted by Selma, the Project shall include the following site amenities:

- within 500 feet of a regular bus stop (or dial-a-ride service for rural set-aside)
- within 1/2 mile of public park or community center open to the general public



- within 1 mile of a public library
- within 3 miles of a full-scale grocery store of at least 25,000 square feet
- within 1/2 mile of public school project children may attend
- within 1.5 miles of medical clinic or hospital

☒ **Service Amenities**

The Project shall include the following service amenities, which must be of a regular, ongoing nature, provided to tenants free of charge (with exception of licensed child care), appropriate to the population being served, on-site or within 1/4 mile of the project site and committed for a minimum of 10 years;

- adult education/health & wellness/skill building classes with a minimum of 30 hours of instruction per year
- after-school program for school-aged children for a minimum of 10 hours per week

**Agency Designated to Enforce**

At any time during the Compliance Period, Selma may designate an agency of local government to enforce the terms of this Agreement. Selma designates the following agency of local government for such purpose:

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

March 21, 2022

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**ITEM NO:** 1.e.

**SUBJECT:** Consider adoption of resolution and acceptance of grant funds and one-time start-up funding from the Fresno-Madera Area Agency on Aging (FMAAA) in the amount of \$24,372.

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**DISCUSSION:** Each year, the Fresno-Madera Area Agency on Aging (FMAAA) provides grant funds directly to the Nick Medina Senior Center for purposes of the City's Nutrition Program. FMAAA requires City Council approval and adoption of a resolution before distributing \$16,872.00 in grant funds and \$7,500 in one-time start-up funding, a total of \$24,372. This funding was not available during the 2021-22 Fiscal Year due to COVID-19.

The funding from FMAAA assists with the cost of lunches served Monday through Friday at the Senior Center. Staff seeks authorization for the City Manager to enter into an agreement with FMAAA for the funding.

The Finance Department has reviewed and will appropriate said revenues and approved expenditures within the grant guidelines.

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**RECOMMENDATION:** Staff recommends that the City Council approve the attached resolution and accept grant funds and one-time start-up funding from the Fresno-Madera Area Agency on Aging (FMAAA) in the total amount \$24,372.

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Mikal Kirchner, Recreation Director

Fernando Santillan, City Manager

Attachment A. Resolution.

Attachment B. Appendix A. – Resolution of Authorization to Contract

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH THE FRESNO-MADERA AREA AGENCY ON AGING FOR A  
12 MONTH FUNDING CYCLE**

**WHEREAS**, the City of Selma has had a long term partnership with the Fresno-Madera Area Agency on Aging (FMAAA); and

**WHEREAS**, the Selma City Council supports the Senior Nutrition Program; and

**WHEREAS**, the Selma City Council approves the acceptance of the 12-Month Funding Cycle grant award of \$16,872 and an additional \$7,500.00 of one-time start-up funding for a total of \$24,372 in ARP Grants from FMAAA; and

**WHEREAS**, the Selma City Council approves entering into a contract with FMAAA for a 12-Month Funding Cycle.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the City Council of the City of Selma does hereby authorize the City of Selma City Manager to execute Contract No. 22- 0201ARP, Title III C1 Nutrition Site Management with the Fresno-Madera Area Agency on Aging.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 21<sup>st</sup> day of March, 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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Scott Robertson  
Mayor of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk



**Fresno-Madera Area Agency on Aging**  
Mailing Address:  
2037 W. Bullard Ave., #512  
Fresno, CA 93711

February 7, 2022

Fernando Santillan, City Manager  
City of Selma  
1710 Tucker St.  
Selma, CA 93662

Dear Mr. Santillan:

For the purpose of reopening the Title III C1 Congregate Nutrition Program for Older Adults, the Fresno-Madera Area Agency on Aging's Governing Board has approved an award of \$24,372 in American Rescue Plan (ARP) funds to the City of Selma as follows:

Contract No. 22-0201ARP, Title III C1 Nutrition Site Management

12-Month Funding Cycle:	\$16,872 maximum expenditure
One-Time Start-Up Costs:	\$7,500 maximum expenditure
Total ARP Grants Amount:	\$24,372 maximum expenditure

**To Execute the Contract:**

Two sets of contract documents are enclosed. Page i, *Documents Required to Execute Contract*, is included as a guide for contract completion. We will provide contract components that are available in electronic format via e-mail. Please provide two complete and signed sets of the contract documents to our office at your earliest opportunity. Following the contract review process and provision of any necessary revisions, we will forward a fully executed contract. Please note that payments cannot be scheduled until the contract is approved and fully executed.

Historically, the Agency on Aging has provided 45 days for contract recipients to sign and return the contract (*Agency on Aging American Rescue Plan Terms and Conditions, Article II.B.*). However, because this is the first time that contracts are being issued for the reopening of Congregate Nutrition sites in the wake of the COVID-19 State of Emergency, the Agency on Aging will not hold providers to the 45-day timeframe for contract return. Instead, providers may choose to delay the reopening of their Congregate Nutrition sites. Please notify the Agency on Aging of your target reopening date within 10 days of receipt of this contract.

Grant awards are contingent on sufficient funds made available from the State of California to the Agency on Aging and/or by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs.

2037 W. Bullard Ave. #512 • Fresno, CA 93711  
Phone 559.214.0299 • Toll Free 800.510.2020  
Fax 559.243.5651 • Email: [admin@fmaaa.org](mailto:admin@fmaaa.org) • Web Site: [www.fmaaa.org](http://www.fmaaa.org)

**Additional Items Prior to Reopening:**

Because Congregate Nutrition sites are reopening, in addition to our standard contract agreement, four additional items are critical to the reopening process:

- The service provider must complete and submit to the Agency the "Reopening Planning Template for Senior Nutrition Programs," created by the California Association of Area Agencies on Aging. A copy the Reopening Planning Template was sent to each service provider via email on August 6, 2021.
- One person at each site must be responsible for the day-to-day management and oversight of the Congregate Nutrition Program. This individual must obtain a California "ServSafe" Food Manager Certificate.
- All food handlers for the Congregate Nutrition Program must obtain a California Food Handlers Card.
- One staff member (paid or volunteer) must be CPR certified. The CPR training must be accredited by the American Red Cross, and the CPR certificate must be on file with the Agency and valid at all times.

The service provider should review the FAQ, "Senior Nutrition Program FAQ #1 – Training," emailed to service providers by the Agency on August 10, 2021, and attached to this letter.

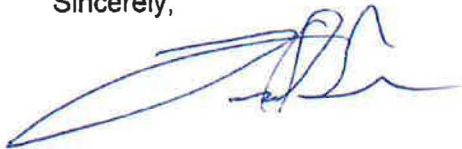
Should you need another copy of any of the templates or more information listed in this section, please contact the Agency via email at [admin@fmaaa.org](mailto:admin@fmaaa.org).

**12-Month Funding Cycle and One-Time Start-Up Costs:**

Please note that the "12-Month Funding Cycle" begins the day that the contract is fully executed and the Congregate Nutrition program begins at your site. The end date of the 12-Month Funding Cycle cannot go past the contract's end date of June 30, 2024. Also note that "One-Time Start-Up Costs" must be used within 60 days from receipt of the fully executed contract. One-Time Start-Up Costs are described fully on Page 3 of the enclosed "Exhibit B: Budget Instructions" document. The One-Time Start-Up Costs category requires fiscal reporting separate from the 12-Month Funding Cycle category.

Please ensure staff who work on our contracted program are aware of the contract requirements. Please contact us at (559) 214-0299, ext. 102, with any questions.

Sincerely,



Timothy Savage  
Administrative Manager

Enclosures

**FOR SERVICE PROVIDER:**

*Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.*

Date

Type Name

Title

Signature of Authorized Contracting Official  
(Refer to Appendix A)

Date

Type Name

Title

Contractor Federal Employer I.D. Number

**FOR FRESNO-MADERA AREA AGENCY ON AGING:**

Signature

Date

Type Name

Executive Director  
Title



**CONTRACT BETWEEN**

**CITY OF SELMA**

**AS SERVICE PROVIDER**

**AND**

**FRESNO-MADERA AREA AGENCY ON AGING**

**(HEREINAFTER REFERRED TO AS AGENCY ON AGING)**

**2520 WEST SHAW LANE, SUITE 101A, FRESNO, CA 97311**

**MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711**

- A. Name and principal address of service contractor (hereinafter referred to as service provider):

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

- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from the date of execution by the Fresno-Madera Area Agency on Aging to June 30, 2024, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation in this contract period, as noted in paragraph B, may be incurred after June 30, 2024.
- D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

<b>Approved by Fresno-Madera Area Agency on Aging Governing Board on January 26, 2022</b>			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. To Be Determined		
Contract No.:	22-0201ARP	Service:	Site Management
Site	12-Month Funding Cycle	One-Time Start-Up Costs	Contract Period Grant Amount
Selma Senior Center	\$16,872	\$7,500	\$24,372
<b>Total Term of Contract Grant Award:</b>			<b>\$24,372</b>

- E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.
- F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

**ADDENDUM TO  
CONTRACT NO. 22-0201ARP  
BETWEEN  
CITY OF SELMA  
AS SERVICE PROVIDER  
AND  
FRESNO-MADERA AREA AGENCY ON AGING  
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)  
2520 WEST SHAW LANE, SUITE 101A, FRESNO, CA 97311  
MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711**

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Prior to reopening any of its Congregate Nutrition sites to be funded under this contract, the service provider agrees to complete and submit a COVID-19 Prevention Program Reopening Plan (hereinafter referred to as the "Reopening Plan") to the Agency on Aging. The Agency on Aging must approve the service provider's Reopening Plan before the service provider's Congregate Site(s) may reopen under this contract.

The service provider's COVID-19 Prevention Program Reopening Plan for each Congregate Site shall include, but not be limited to, the following provisions:

1. Congregate Sites must conduct workplace specific evaluations identifying COVID 19 hazards.
2. Congregate Sites must submit a plan for screening employees for and responding to employees with COVID 19 symptoms.
3. Congregate Sites must evaluate employees' potential workplace exposures to all persons at, or who may enter, the meal site.
4. Congregate Sites must ensure that COVID 19 risk reduction measures are in place.
5. Congregate Sites must submit a plan for the following:
  - a. Physical Distancing
  - b. Face Coverings
  - c. Cleaning and Disinfecting
  - d. Shared Tools, Equipment, and Personal Protective Equipment
  - e. Hand Washing and Hand Sanitizing
  - f. Investigating and Responding to COVID 19 Cases for Staff, Volunteers, Participants and Public
  - g. Training on COVID 19 Policies
  - h. Reporting, Recordkeeping, and Investigation of COVID 19 Cases
  - i. Liability Waivers



Summary of Substantive Revisions  
Fresno-Madera Area Agency on Aging  
American Rescue Plan Congregate Nutrition Service Provider Contracts

Contract Header	
	FRESNO-MADERA AREA AGENCY ON AGING <b>AMERICAN RESCUE PLAN (ARP) ACT</b> GRANT AWARD TERMS AND CONDITIONS DECLARATION
	Introductory paragraph: "...which support an award of <b>American Rescue Plan Act (ARP) Funding.</b> "
Article I Definitions and Resolutions of Language Conflicts	
B.	"Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on <b>Aging ARP Agreement; ARP Grant</b> Award Terms and Conditions Declaration (Articles I through XX);
V.3	Program memos and other guidance issued by the California Department of Aging, <b>including those specific to ARP funding.</b>
Article II Agreement	
B.	Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. <del>The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.</del>
C.	Change of physical address for Agency on Aging to <b>2520 West Shaw Lane, Suite 101A, Fresno, California, 93711</b>
Article III Term of Agreement	
B.	The term of this Agreement will be dependent on date of execution by the Agency on Agency, but will commence no later than <b>January 1, 2023, and end no later than June 30, 2024.</b>
C.	...that work may be considered as having been performed at-risk as a <del>mere</del> volunteer and may not be reimbursed or compensated.
Article V Assurances	
E.2	The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. (Paragraphs a. and b. deleted)

H.1	The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) <b>herein referred to as Personal, Sensitive and Confidential Information (PSCI).</b>
H.2	The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for <b>PSCI</b> data that is collected <del>under this Agreement that is confidential, sensitive, and/or personal information, including data and</del> stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers <b>and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).</b>
H.3.a	The Contractor, and its Subcontractors/Vendors, shall ensure that all <del>confidential, sensitive, and/or personal identifying information</del> <b>PSCI</b> is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.
H.3.b	The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, <del>confidential, sensitive, and/or personal identifying information</del> <b>PSCI</b> such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
H.3.d	The Contractor, and its Subcontractors/Vendors, shall not use <del>confidential, sensitive, and/or personal identifying information</del> <b>PSCI</b> above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
H.4.d	The Contractor's employees, Subcontractors/Vendors, and volunteers handling <del>confidential, sensitive, and/or personal identifying information</del> <b>PSCI</b> must complete the required Privacy and Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security and Privacy, at the following

	<p>URL:  <a href="https://www.aging.ca.gov/Information_security">https://www.aging.ca.gov/Information_security</a> (revised URL)</p>
H.4.7	<p>A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:  <a href="https://www.aging.ca.gov/Information_security">https://www.aging.ca.gov/Information_security</a> (revised URL)</p>
H.4.8	<p>Notice must be given by the Contractor, and/or its Subcontractors/Vendors, to anyone whose <del>confidential, sensitive, and/or personal identifying information</del> PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.</p>

#### Article VI Funds

A.a	<p>Revisions to cited URLs:</p> <p>In State:  Mileage/Per Diem (meals and incidentals) /Lodging:  <a href="https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx">https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx</a></p> <p>Out of State:  <a href="http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201">http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201</a></p>
C.1	<p>Unexpended Funds</p> <p>At a date no later than <b>January 1, 2024</b>, the Contractor shall report to the Agency on Aging if any <b>ARP funds</b> will remain unexpended at the ending date of this Agreement.</p>
C.2	<p>The Agency on Aging shall request and receive from the Contractor release of <b>ARP</b> funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.</p>

D.1	<b>It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.</b>
Article VII Budget and Budget Revision	
B.	The final date to submit a budget revision to the Agency on Aging for this Agreement <b>will be determined by the Agency on Aging's Director of Finance.</b>
D.1.c	<del>For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs,</del> Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.
D.2	<i>Section regarding OTO funds is deleted.</i>
F.2	Matching Contributions: <b>Minimum matching contributions for ARP grants awarded by the Fresno-Madera Area Agency on Aging is 100%.</b>
G.1	Closeout: Contractor is required to submit the Financial Closeout Report for this Agreement and Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32) to the Agency on Aging <b>at a date to be announced by the Agency on Aging's Director of Finance.</b> If Agreement is terminated or cancelled prior to <b>the determined end date</b> , the Financial Closeout Report and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.
Article XI Property	
E.	<b>The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging on the Monthly Report of Expenditures and Voluntary Contributions Revenue for the month in which the property was acquired.</b> (E.1 and E.3 renumbered as E.)
Article XIV Audit Requirements	
C.1	Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521. <b>A copy shall be submitted to the Agency on Aging's mailing address: Fresno -Madera Area Agency on Aging</b>

	<b>2037 West Bullard Avenue #512 Fresno, California 93711</b> (Revised mailing address)
Article XIV Audit Requirements	
L.	<b>The Administration for Community Living has not provided a CFDA number for ARP funding under this agreement. The Agency on Aging Director of Finance will provide this information when received.</b> (Added.)
Article XV Insurance	
A.2 and A.3	Sections discussing Automobile Liability and Professional Liability deleted.
E.2	The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its mailing address <b>(2037 West Bullard Avenue, #512, Fresno, CA 93711)</b> must be listed on the certificate. (Updated Agency mailing address.)
Article XVI Voluntary Contributions <b>(Heading revised to reflect CDA language regarding Voluntary Contributions)</b>	
A.1	The Contractor or any subcontractors for any Congregate Meal Program services shall not use means tests.
A.2	Any Congregate Meal Program participant who does not contribute toward the cost of the services received shall not be denied services.
A.3	Methods used to solicit voluntary contributions for the Congregate Meal Program shall be non-coercive. Voluntary Contribution letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Voluntary Contribution letters may not resemble a bill or statement.
A.4.a	Provide each <b>participant</b> with an opportunity to voluntarily contribute to the cost of the service; (replace 'recipient' with 'participant')
A.4.b	Clearly inform each <b>participant</b> that there is no obligation to contribute and that the contribution is purely voluntary; (replace 'recipient' with 'participant')
A.4.c	Protect the privacy and confidentiality of each <b>participant</b> with respect to the recipient's contribution or lack of contribution; and (replace 'recipient' with 'participant')
Article XX Notices	
B.	Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current mailing address, <b>2037 West Bullard Avenue, #512, Fresno, CA 93711</b> , and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this

<input type="checkbox"/>	Agreement, unless otherwise requested in writing. (Updated mailing address for Agency on Aging.)
--------------------------	--

## Appendices Cover Page

- Type entries in highlighted boxes as indicated.
- Appendices are set up for two-sided printing. Blank pages have been inserted where needed to accommodate two-sided printing.
- Print two two-sided sets after typing entries, and obtain original signatures and dates on both sets where indicated.

**APPENDIX A**  
**RESOLUTION OF AUTHORIZATION TO CONTRACT**

The governing board of City of Selma  
(Service Provider)  
hereby authorizes Fernando Santillan, City Manager  
(Name and Title)  
to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the time period of this contract commencing no later than January 1, 2023, and ending no later than June 30, 2024, including any subsequent amendments and all necessary supporting documents.

\_\_\_\_\_  
Name of Chair (Please Print)  
Governing Board

\_\_\_\_\_  
Signature of Chair  
Governing Board

\_\_\_\_\_  
Date



## APPENDIX B

### CONTRACTOR CERTIFICATION CLAUSES

#### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

---

*Contractor/Vendor Name (Typed)*

---

*Federal ID Number*

---

*Authorized Signature*

---

*Date Executed*

---

*Name and Title of Person Signing (Typed)*

#### CONTRACTOR CERTIFICATION CLAUSES

*Source: State of California CCC 04/2017*

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any

## **APPENDIX B**

### **CONTRACTOR CERTIFICATION CLAUSES**

future State and Fresno-Madera Area Agency on Aging agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State and the Fresno-Madera Area Agency on Aging for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
  - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by

## **APPENDIX B**

### **CONTRACTOR CERTIFICATION CLAUSES**

authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

## **APPENDIX B**

### **CONTRACTOR CERTIFICATION CLAUSES**

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:  
(1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## APPENDIX C

### INFORMATION INTEGRITY AND SECURITY STATEMENT

#### CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the Statements below.

---

*Contractor/Vendor Name (Typed)*

---

*Contract Number*

---

*Authorized Signature*

---

*Date*

---

*Name and Title of Person Signing (Typed)*

**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300, the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Sections 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to the Fresno-Madera Area Agency on Aging and a

## **APPENDIX C**

### **INFORMATION INTEGRITY AND SECURITY STATEMENT**

Security Incident Report form (CDA 1025A and 1025B) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected.

- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Agreement will continue after termination of the Agreement with the Fresno-Madera Area Agency on Aging.
- All employees/subcontractors of the Contractor/Vendor will complete the required Privacy and Information Security Awareness Training module within 30 days of the start date of the Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually. The training is located online at [https://aging.ca.gov/Information\\_security](https://aging.ca.gov/Information_security).
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in Article V, Section H, Information Integrity and Security, of this Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the encryption and self-certification requirements as outlined in Article V, Section H, Information Integrity and Security, of this Agreement.

#### **CERTIFY**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
  - Securing PSCI information in approved locations.
  - Never removing PSCI information from the work site without authorization.
  - Meets the encryption requirements in Article V, Section H, Information Integrity and Security, of this Agreement.
- ☐ Is in full compliance with the 128 Encryption requirements.
- ☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by the following date: \_\_\_\_\_. \_\_\_\_\_. \_\_\_\_\_. \_\_\_\_\_.

## APPENDIX D

### METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

**1. Review Article XIV of this Agreement (Audit Requirements).**

**2. Place an **X** in the appropriate box below:**

☐ An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

☐ An independent audit shall be performed and a copy submitted to the Agency on Aging.

☐ All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

**Enter Fiscal Year Ending Date** →

Month	Day	Year	



## **APPENDIX E**

### **REQUIRED REPORTS AND DUE DATES**

#### **Fiscal Reports**

##### **\*Expenditure Reports by Program**

**Title III B, Title III C, Title III D, and Title VII Programs** ***Due 15<sup>th</sup> of each month***

- Monthly Report of Expenditures and Donations Revenue

**Title III E Family Caregiver Support Program** ***Due 15<sup>th</sup> of each month***

- Title III E Monthly Report of Expenditures

**Health Insurance Counseling and Advocacy Program** ***Due 15<sup>th</sup> of each month***

- HICAP Monthly Report of Expenditure/Request for Funds (CDA 245)

**Long-Term Care Ombudsman Program** ***Due 15<sup>th</sup> of each month***

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund (CDA-OMB-300)

*\* Payments are made by the last day of the month for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

##### **Additional Fiscal Reports – All Programs**

- **Final Budget Revisions**
  - Due by March 15<sup>th</sup>
- **Annual Financial Close Out Report and FMAAA 32, Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging**
  - Due by July 15<sup>th</sup> with exception of HICAP
    - 1<sup>st</sup> HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30<sup>th</sup>
    - 2<sup>nd</sup> HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30<sup>th</sup>
- **Copy of Audit**, as required by contract
  - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property (FMAAA 248)**
  - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program



## **APPENDIX E**

### **REQUIRED REPORTS AND DUE DATES**

#### **Program Reports**

##### **Monthly Service Unit Report (Form 186M)**

###### **Due 7<sup>th</sup> working day of month:**

- **Title III B Adult Day Care**
  - Attach Q Monthly Service Roster, associated Client Intake Forms, and Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**

###### **Due 15<sup>th</sup> of each month:**

- **Health Insurance Counseling and Advocacy Program (HICAP)**
  - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

##### **\*Monthly Title III C and ARP Grant Elderly Nutrition Program Reports**

###### **Due 7<sup>th</sup> working day of month:**

- Q Monthly Service Roster with client signatures and a "1" entered for each meal
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed July 1, 2021 or later)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

***\*See Policy and Procedure Manual, provided to Site Coordinator, for full instructions***

#### **Quarterly Reports**

###### **Due 15<sup>th</sup> of month following reporting period:**

- **Title III B California Legal Services** Quarterly Aggregate Report (CDA 1022) through 4Q FY 21-22.
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report (CDA 1037)

###### **Due 30<sup>th</sup> of month following reporting period:**

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form (OSLTCO S301) as submitted to the California Department of Aging
    - Attach program performance data from the Ombudsman Data Integration Network for July 1<sup>st</sup> through last day of reporting quarter

## APPENDIX F

### FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

#### I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

- A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:
  - 1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
  - 2. Financial reports do not include program income and the required match of funds;
  - 3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
  - 4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
  - 5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.
- B. Is not financially stable;
- C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;
- D. Has not conformed to terms and conditions of previous awards; or
- E. Is otherwise not responsible, for which examples include, but are not limited, to:
  - 1. Financial or program reports are late, incorrect, or incomplete;
  - 2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
  - 3. Corrective action plans are not implemented by the due date;
  - 4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or
6. A violation of the law or failure to comply with any condition of this Agreement.

## II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

- A. Withholding of funds;
- B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;
- C. Requiring preparation and implementation of an acceptable corrective action plan;
- D. Additional contract monitoring;
- E. Requiring the Contractor to obtain technical or management assistance;
- F. Establishing additional prior approvals; and/or
- G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

## III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

- A. The nature of the sanctions;
- B. The reason(s) for imposing them;
- C. The effective date of the sanctions;
- D. The legal or contractual citation upon which the sanction is based;
- E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

**APPENDIX G**  
**FRESNO-MADERA AREA AGENCY ON AGING**  
**APPEAL PROCEDURE FOR SERVICE PROVIDERS**

**I. Actions Subject to Appeal**

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
3. Denial of an application to provide services when any of the following exist:
  - a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
  - b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
  - c) The lack of substantial evidence to support the Agency on Aging's action.

**II. Method of Notification**

- A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 2037 W. Bullard Ave., #512, Fresno, CA 93711.

- C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.
- D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

### III. Process

- A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.
- B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.
- C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:
  - 1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
  - 2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.
- E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
  - F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:
    1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;
    2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
  - G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.
    1. The hearing before the Agency on Aging Governing Board shall consist of:
      - a) Receipt and review of all previously submitted documents concerning the appeal;
      - b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;
      - c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

- d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.
- 2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.
  - a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.



## **APPENDIX H**

### **FRESNO-MADERA AREA AGENCY ON AGING**

**2520 WEST SHAW LANE, SUITE 101A, FRESNO CA 93711**

**MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711**

#### **PROGRAM CONTACT LIST FOR SERVICE PROVIDERS**

**Telephone Number for All Contacts: (559) 214-0299**

**Jean Robinson – Ext. 500**  
**Executive Director**

Email : jrobinson@fmaaa.org  
Fax : (559) 243-5918

**Paul Bustamante – Ext. 501**  
**Director of Finance**

Email: pbustamante@fmaaa.org  
Fax: (559) 243-5918

**Teresa Scheidt – Ext. 401**  
**Finance Manager**

Email: tscheidt@fmaaa.org  
Fax: (559) 243-5918

**Timothy Savage – Ext. 102**  
**Administrative Manager**

Email: tsavage@fmaaa.org  
Fax: (559) 243-5918

**Stephanie Jenkins – Ext. 203**  
**Nutrition Program Manager**

Email: sjenkins@fmaaa.org  
Fax: (559) 243-5918

**APPENDIX I**  
**FRESNO-MADERA AREA AGENCY ON AGING**  
**EMERGENCY CONTACT INFORMATION**

Information and Assistance:	(559) 214-0299 (800) 510-2020
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Executive Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Virtual Office Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559) 214-0299

Administrative Manager, Alternate Emergency Coordinator	Timothy Savage
Virtual Office Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559) 214-0299
After Hours Phone:	(805) 602-0232

## **APPENDIX K**

### **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Please return only the signature page (page 1). Pages 2-6 are provided for your information only.

## Exhibit B

# BUDGET

### Instructions

Please review all instructions before preparing the budget.

The budget forms provided with this contract consist of four pages:

Page 1: *Personnel Budget Detail*

Page 2: *Program Budget by Income Source*

Page 3: *Schedule of Funding Sources*

Page 4: *Schedule of Program/Site Supplies and Equipment Purchases*

These pages are a hard copy of an Excel workbook that the Agency on Aging e-mails to each contracting organization. The workbook contains four separate worksheets, one for each page of the budget.

The following rules apply to all budget pages.

- **Please prepare two budgets for the entire funding period.**
  - **One budget should be prepared for funds allocated for the 12-Month Funding Cycle.**
  - **A second budget should be prepared for funds allocated as One-Time Start-Up Costs to be used within 60 days from receipt of fully executed contract.** More information about One-Time Start-Up Costs is included on Page 3 of this document.
- (Please note that the maximum amount of grant funding that can be disbursed will be limited to the amounts and periods shown on page 1 of the contract.)
- Please use the Excel workbook and prepare the budget worksheets in sequence so that formulas (cells in shaded areas) calculate across worksheets.
- If your organization does not have access to Excel, please type all entries. Handwritten budgets are not acceptable.
- If using Excel, please do not make any entries in shaded areas of the budget forms, as they contain formulas.
- Please do not change pre-printed line-item descriptions.
- The following heading must appear on all budget pages:
  - *Contracting Agency:* The legal name of the contracting agency.
  - *Contract No.:* Enter the contract number shown on page 1 of this contract.

- **Program:** Funding Source (i.e., Title III C1) and Contracted Program (i.e., Nutrition Site Management) shown on page 1 of this contract.
- **Revision No.:** If providing a revision to a previously approved budget, please enter the revision number.

**Definitions:**

**In-Kind** consists of services and/or supplies provided free of charge to your organization from an outside source.

**Matching Funds** (cost-sharing) means the value of third-party in-kind contributions and that portion of the costs of a grant-supported project or program not borne by the federal government.<sup>1</sup> Neither costs nor the values of third-party in-kind contributions may count towards satisfying a cost-sharing or matching requirement of a U.S. Department of Health and Human Services grant if they have been or will be counted towards satisfying a cost-sharing or matching requirement of another federal grant, a federal procurement contract, or any other award of federal funds.<sup>2</sup> In other words, matching funds are your share of the program costs plus any in-kind program costs that are not otherwise dedicated to another federal funding source.

Program income cannot be used to meet matching requirements. Program income can only be used to fund the expenses for the respective program for which the program income was received and must be spent before grant funds.

Minimum matching contribution for ARP grants awarded by the Fresno-Madera Area Agency on Aging is 100%.

Any funds used for the contracted program that meet the definition of “matching funds” should be entered in budget fields that require entry of matching funds.

**Non-Matching funds** are other federal awards and/or cash or in-kind costs used to match other federal awards.

**Deferred Program Income** is unspent program income from the prior year contract that have been approved by the FMAAA to be carried forward to the current year contract. A letter must be on file with the FMAAA detailing the program income and requesting approval to carry them forward to the new contract.

**Indirect costs** are those: a) incurred for a common or joint purpose benefiting more than one cost objective; and b) not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

If your organization has a federally approved Cost Allocation Plan, attach a copy of the plan to the budget. If your organization is charging the contracted program indirect costs based on an internal cost allocation plan (a plan other than a federally approved Cost Allocation Plan), provide a full disclosure of the method used that includes a listing of the types of services/supplies

<sup>1</sup> Federal Grants Management Handbook Grants Management Advisory Service, February, 1992, Subpart G Ss 74.51.

<sup>2</sup> Federal Grants Management Handbook Grants Management Advisory Service, February, 1992, Subpart G Ss 74.53.

included in the cost allocation plan. This plan must have the prior approval from the FMAAA before being used.

**One-Time Start-Up Costs:**

The budget for start-up costs must be accompanied with a written plan explaining how these funds are to be utilized along with description of the materials or supplies needed for preparing the site.

Examples of reimbursable costs to be included only as "Start-Up Costs" and needed for reopening the site are listed below. This list is not exhaustive. Please contact FMAAA staff with any questions about the costs associated with your particular start-up plan before submitting your budget.

- Special one-time pest control fumigation services.
- Special one-time janitorial services.
- Cleaning supplies needed for preparing the site for reopening.
- Payroll costs for provider staff for cleaning and preparing for reopening the site.
- Replacement of small kitchen utensils, storage containers.
- Maintenance and repairs to equipment essential for and dedicated solely to the congregate meal program.

The fiscal reports for the expenditure of these funds **must** be accompanied with the supporting invoices.

The reimbursement of provider staff compensation **must** be supported with time sheets reflecting the hours spent preparing the site along with a brief description of the tasks performed.

The invoices for the services of outside vendors must identify what services were performed, the location of the service, what equipment was repaired (if applicable) and any other information necessary to readily identify how these services are connected with the preparation for reopening the site.

**Personnel Budget Detail (Budget Page 1 of 4)**

<b>Column Label</b>	<b>Column Title</b>	<b>Instructions</b>
A	Position Title	List all paid positions for the contracted program. These positions must agree with those listed under <i>Staffing</i> on page 4 of Exhibit E, <i>Program Narrative</i> . Use additional copies of page 1 if more than 10 positions. If there are multiple positions with the same title, list them separately and enter a distinguishing description, such as <i>Driver-Route 1; Driver-Route 2</i> , etc. Do not enter names of any of the individuals filling the positions.
B	FTE % (40 Hrs=100%)	Full Time Equivalency (FTE) is a percentage of time each position works per week for your organization in total, based on a 40-hour work week (full time); if the individual works 40 hours per week, the FTE % is 100%. If a position works 25 hours per week, the FTE is 62.5% (25 hours divided by 40 hours).
C	Full Annual Salary	Full Annual Salary is the total salary your organization plans to pay this position for all work performed during the contract period. The Total Payroll Taxes (FICA, SUI, FUTA) and Total Benefits (including Workers' Compensation Insurance) should only be listed at the bottom of Columns E through Column I (see page 5 of Instructions, <i>Total Payroll Taxes</i> and <i>Total Benefits</i> ).
D	% of Time on Program	<p>This is the percentage of time this position will work on the contracted program. For example, if a full-time position spends 10 hours per week on the contracted program, the percentage of time on program would be 25% (10 hours divided by 40 hours). If a position works 25 hours per week, and 10 hours of this week is spent on the contracted program, the percentage of time on program would be 40% (10 hours divided by 25 hours).</p> <p><i>Note: Current 2 CFR 225 guidelines state that an organization receiving federal funds may budget by estimated percentage; however, the organization must keep adequate records indicating the actual time worked and reconcile cost allocations for personnel to actual time worked periodically during the grant period. This can be achieved by funding positions across differing cost objectives and keeping time logs. Time logs must be certified by the employee and at least one supervisor, and must be available during a fiscal monitoring.</i></p>

**Personnel Budget Detail (Budget Page 1 of 4) - Continued**

<b>Column Label</b>	<b>Column Title</b>	<b>Instructions</b>
E	FMAAA Grant	For each position listed, enter the amount of the grant for the contracted program that will be allocated for each position.
F	DO NOT USE	DO NOT USE - FOR FUTURE USE
G	Program Income	Enter any Program Income that will be applied to listed positions.
H	Matching Funds	Enter any matching funds that will be applied to listed positions.
I	Non-Matching Funds	Enter any non-matching funds that will be applied for listed positions.
J	Total Personnel Costs	Total of Columns E through I for each position listed; the result should equal Column C (Full Annual Salary) multiplied by Column D (% of Time on Program).



**Personnel Budget Detail (Budget Page 1 of 4) - Continued**

<b>Row Label</b>	<b>Instructions</b>
Total Salaries	Total of each column, Columns E through I. The total of all entries on this row is calculated for Column J.
Total Payroll Taxes	Enter the total payroll taxes that are a cost of the contractor (FICA, SUI, FUTA) for all positions listed, distributed among Columns E through I. The total of all entries on this row is calculated for Column J.
Total Benefits	Enter the total benefits costs that are a cost of the contractor, including retirement and Workers' Compensation insurance, for all positions listed, distributed among Columns E through I. The total of all entries on this row is calculated for Column J.
Total Personnel Costs	The amounts of the rows Total Salaries, Total Payroll Taxes, and Total Benefits are combined for this row. The total of all entries in the Total Personnel Costs row is calculated for Column J.

<b>In-Kind Personnel Costs</b>	
Description of Work Performed	Enter type(s) of work to be conducted by volunteers in support of the contracted program, i.e., "Assist with serving meals."
Number of Volunteers	Enter the number of volunteers that will conduct the type of work listed.
Hours per Volunteer	Number of hours each volunteer performing the work described in the <i>Description of Work Performed</i> is expected to work during the contract period.
Total Annual Hours	The number of volunteers multiplied by the hours per volunteer.
Rate per Hour	Indicate the rate per hour the volunteer would have been paid if this had been a paid position. The rate should be reasonable, determined by the prevailing rate per hour for the position in the service area.
Total In-Kind	The Total Annual Hours multiplied by the Rate per Hour. The grand total of this column is carried forward to Page 2 of the budget (Line 1, Column G).

**Program Budget By Income Source (Budget Page 2 of 4)**

**General Instructions:**

For Categories 1 through 7, enter the costs that are directly incurred by the contracted program.

Allocate the cost for each line item in Categories 1 through 7 to the appropriate column that indicates the revenue source that is expected to fund the cost.

Costs placed in Column G, *In-Kind Match*, consists of services and/or supplies provided free of charge to your organization from an outside source (see instructions, page 2, *In-Kind*).

Row Label	Row Title	Instructions
1.a – 1.c	Salaries & Benefits	Entries carry over from page 1 (Total Salaries, Total Payroll Taxes, and Total Benefits for each revenue source and Total In-Kind).
2.a	Staff Travel	Estimate the total number of miles to be reimbursed to personnel for the contracted program. Multiply this by your organization's approved reimbursement rate per mile. Include any other costs for lodging, parking, meals, etc.
2.b	Volunteer Travel	Estimate the total number of miles that will be reimbursed to volunteers for the contracted program. Multiply this by your organization's approved reimbursement rate per mile. Include any other costs for lodging, parking, meals, etc.
2.c	Training	Calculate the cost for any training seminars, conference fees, and staff development costs expected to be incurred for the contracted program during the contract period.
3	Equipment Purchase	Enter the approximate cost of any equipment, including any networkable equipment, needed for the contracted program during the contract period. Any single or individual item with a cost in excess of \$500, including sales tax, delivery, and installation or any computing devices regardless of cost, will need to be listed on Budget Pg 4 – Schedule of Program/Site Supplies and Equipment Purchases. Any equipment purchase request for the contracted program must be approved by FMAAA and, if applicable, the State of California. In accordance with federal purchasing rules, FMAAA recommends that contractors obtain three quotes for each piece of equipment purchased that is expected to cost in excess of \$500.

**Program Budget By Income Source (Budget Page 2 of 4) - Continued**

Row Label	Row Title	Instructions
4	Consultants	Enter the cost of professional and consultant services to be rendered by persons or organizations that are members of a particular profession or possess a special skill, i.e., legal, audit, etc.
5	Meals	This line item applies only to Title III C nutrition providers. This cost is only for meals purchased <i>in addition to those provided by the FMAAA</i> that are to be paid for by your organization
6	Program/Site Supplies	This cost category includes small cost items necessary to operate the program, and does not include office supplies. Examples for nutrition providers: Small kitchen utensils, napkins; condiments for nutrition providers. Example for medication management providers: Pill boxes. Any single or individual item with a cost in excess of \$100 will need to be listed on Budget Pg 4 – Schedule of Program/Site Supplies and Equipment Purchases.
7.a-7.m	Other Costs	These line items include any other "direct" costs attributable to the program.
7.n-7.o	Other Costs	Check with the FMAAA before making entries. These line items are typically used for costs not listed in lines 7.a.-7.m, such as Expendable Equipment. If lines 7.n-7.o are used, enter a description of the costs in the Category column.
8	Indirect Costs	Enter any indirect costs, and attach a narrative (see page 2 of Instructions, Indirect Costs.)
---	Total Costs	The sum of Total Direct Costs and Total Costs.

**Schedule of Funding Sources (Budget Page 3 of 4)**

Row Label	Row Title	Instructions
1	FMAAA Grant	The total amount of the FMAAA grant award for the contracted program from page 1 of the contract. This should also equal the Total Costs for Column A from page 2 of the budget form.
2	DO NOT USE	DO NOT USE – FOR FUTURE USE ONLY
3	Program Income: Current Year Program Income	Enter Program Income that are expected to be received during the current year.
3	Program Income: Deferred Program Income	Enter any Program Income that the FMAAA has approved for deferral (see page 2 of instructions, <i>Deferred Program Income</i> ).
4.a - 4.d	Matching Funds - Cash and In-Kind (List Source)	See page 2 of instructions, <i>Matching Funds</i> and <i>In-Kind</i> . List all sources separately, i.e., City/County General Funds, United Way, etc., in appropriate column (Cash or In-Kind). If the funding is from a source of mixed funds (e.g. combination of both Federal and State funds), please verify that no Federal funds are being used. Any amounts shown in column C (In-Kind) that are not for volunteer services must have a full description of the formula used to calculate the amount.
5.a – 5.d	Non-Matching Funds [Federal Funds/Other Program Match] – (List Source)	List all Non-Matching fund sources separately (see page 2 of instructions, <i>Non-Matching Funds</i> ).
6	Total Costs	Totals for Column B, Cash, and Column C, In-Kind.
--	Total from Exhibit B, Page 2, Columns F and G	Total of Column B, Cash, must agree with the Total of Column F on page 2 of the budget. Total of Column C, In-Kind, must agree with the Total of Column G on Page 2 of the budget.

**Schedule of Program Supplies and Equipment Purchases (Budget Page 4 of 4)**

<b>Row Label</b>	<b>Row Title</b>	<b>Instructions</b>
1	Purchases for Program/Site Supplies exceeding \$100 per Individual or Single item.	List any single or individual item that intends to be purchased with a cost in excess of \$100 including any appropriate sales tax, shipping and installation costs, etc. Total amount should not exceed the budgeted amount(s) on Budget Pg 2 – Line 6 Program/Site Supplies.
2	Purchases for Equipment Purchase exceeding \$500 per Individual or Single item.	List any single or individual item that intends to be purchased with a cost in excess of \$500 including any appropriate sales tax, shipping and installation costs, etc. as well as any computing devices regardless of cost. Total amount must equal the budgeted amount(s) on Budget Pg 2 – Line 3 Equipment Purchase. Any equipment purchase request for the contracted program must be approved by FMAAA and, if applicable, the State of California.

(Revised May 2021)

FRESNO - MADERA AGENCY ON AGING  
PERSONNEL BUDGET DETAIL: FY 2021-2022

CONTRACTING AGENCY: \_\_\_\_\_  
PROGRAM: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
REVISION NO: \_\_\_\_\_

A.	POSITION TITLE	B.	FTE % ( 40 Hrs = 100%)	C.	FULL ANNUAL SALARY	D.	% OF TIME ON PROGRAM	E.	FMAAA GRANT	F.	DO NOT USE FOR FUTURE USE ONLY	G.	PROGRAM INCOME	H.	MATCHING FUNDS	I.	NON- MATCHING FUNDS	J.	TOTAL PERSONNEL COSTS
1.	Salary																		
2.	Salary																		
3.	Salary																		
4.	Salary																		
5.	Salary																		
6.	Salary																		
7.	Salary																		
8.	Salary																		
9.	Salary																		
10.	Salary																		
Total Salaries		Page 2 Line 1 a ----->																	
Total Payroll Taxes		Page 2 Line 1 b ----->																	
Total Benefits		Page 2 Line 1 c ----->																	
TOTAL PERSONNEL COSTS		Page 2 Line 1 ----->																	

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised May 2021)

FRESNO - MADERA AREA AGENCY ON AGING  
PROGRAM BUDGET BY INCOME SOURCE: FY 2021-2022

CONTRACTING AGENCY: \_\_\_\_\_  
PROGRAM: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
REVISION NO: \_\_\_\_\_

CATEGORY	A. FMAAA GRANT	B. DO NOT USE FOR FUTURE USE ONLY	C. PROGRAM INCOME	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries							
b. Payroll Taxes							
c. Employee Benefits & Work. Comp.							
1. PERSONNEL COSTS							
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE ( * )							
4. CONSULTANTS							
5. DO NOT USE - FOR FUTURE USE ONLY							
6. PROGRAM/SITE SUPPLIES ( ** )							
7. OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS							
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS							

(Revised May 2021)

**FRESNO - MADERA AREA AGENCY ON AGING  
SCHEDULE OF FUNDING SOURCES: FY 2021-2022**

CONTRACTING AGENCY: \_\_\_\_\_  
PROGRAM: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
REVISION NO: \_\_\_\_\_

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant		
2. DO NOT USE - FOR FUTURE USE ONLY		
3. Program Income:		
Current Year Program Income		
Deferred Program Income		
4. Matching Funds - Cash & In-Kind (List Source):		
a.		
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING		
<i>(These totals must agree with the totals shown at the bottom of Page 2 column F and G)</i>		
Total from Page 2, Columns F and G		
Variance (must be zero)	0	0



(Revised May 2021)

**FRESNO - MADERA AREA AGENCY ON AGING**  
**SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2021-2022**

CONTRACTING AGENCY: \_\_\_\_\_  
PROGRAM: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
REVISION NO: \_\_\_\_\_

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost ( *** )	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by PROGRAM INCOME funding	Estimated amount paid by MATCH funding
1	<b>PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:</b>							
	a							
	b							
	c							
	d							
	e							
	f							
	g							
	h							
	i							
	j							
	k							
	l							
	m							
	n							
	o							
	p							
	q							
	<b>TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:</b>							
2	<b>PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:</b>							
	a							
	b							
	c							
	d							
	e							
	<b>TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:</b>							

\*\*\* Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

(Revised May 2021)

FRESNO - MADERA AREA AGENCY ON AGING  
EXPENDITURE CLOSE-OUT REPORT: FY 2021-2022

CONTRACTING AGENCY: \_\_\_\_\_  
PROGRAM: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

CATEGORY	A. FMAAA GRANT	B. DO NOT USE FOR FUTURE USE ONLY	C. PROGRAM INCOME	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH	H. For FMAAA Use Only		
								Grant/Program Income & Min Match	%	Remarks
1. SALARIES & BENEFITS										
a. Salaries										
b. Payroll Taxes										
c. Employee Benefits & WC										
1. PERSONNEL COSTS										
2. TRAVEL AND TRAINING										
a. Staff Travel										
b. Volunteer Travel										
c. Training										
2. TRAVEL & TRAINING										
3. EQUIPMENT PURCHASE										
4. CONSULTANTS										
5. DO NOT USE - FOR FUTURE USE ONLY										
6. PROGRAM/SITE SUPPLIES										
7. OTHER COSTS:										
a. Liability Insurance										
b. Telephone										
c. Office Supplies										
d. Postage										
e. Building Rent										
f. Building Maintenance										
g. Equipment Maintenance										
h. Vehicle Maintenance										
i. Utilities										
j. Printing										
k. Memberships/Licenses										
l. Subscriptions/Publications										
m. Advertising										
n.										
o.										
7. OTHER COSTS										
TOTAL DIRECT COSTS										
8. INDIRECT COSTS										
TOTAL COSTS										

Report your final costs in each category for the full year

(Revised May 2021)

FRESNO - MADERA AREA AGENCY ON AGING  
EXPENDITURE CLOSE-OUT REPORT FY 2021-2022

CONTRACTING AGENCY: \_\_\_\_\_  
PROGRAM: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

	Amount	
1. FMAAA Grant Expended (from Page 1 "Total Costs" Column A)		+
FMAAA Grant Received Year-to- Date		-
Amount Due to Provider (Amount due to FMAAA)		=

2. DO NOT USE - FOR FUTURE USE ONLY		+
		-
		-
		-
		=

3. Current Year Program Income Received from Clients		+
Current Year Program Income Expended (from Page 1 "Total Costs" Column C)		-
Unspent Program Income approved for Deferral to next Fiscal Year (Letter on file with FMAAA)		-
Amount Due to FMAAA [This amount cannot be less than Zero]		=

4. Matching Funds (List Source):	
Total Matching Revenue (Must Agree with amounts on Page 2 "Total Costs" Column D & G)	

5. Non Match Funds (List Sources):	
Total Matching Revenue (Must Agree with amounts on Page 2 "Total Costs" Column E)	

6. Amount Due to Provider or (Amount to be Remitted to FMAAA)		=
---	--	---

I hereby state that to the best of my knowledge this report reflects accurately all of the activity and expenditures for the above named contract.

\_\_\_\_\_  
Authorized Signature Title Date Phone No.

## DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of all contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

Type entries and enter **original signatures in ink** on **both** sets of documents:

- ☐ **Page 2, American Rescue Plan Grant Award Contract Signature Page**  
*Must include signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; and signature of individual authorized by governing board to execute the contract (see Appendix A).*
- ☐ **Appendix A, Resolution of Authorization to Contract**  
*Must contain signature of chair of service provider's governing board.*
- ☐ **Appendix B, Contractor Certification Clauses**  
*Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).*
- ☐ **Appendix C, Information Integrity and Security Statement**  
*Must contain signature of individual authorized by governing board to execute the contract (see Appendix A). Also, check appropriate box under "Certify" at bottom of page 2 to indicate 128-bit Encryption compliance status.*
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**  
*Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A). Only page 1, signature page required (do not submit pages 2-6).*

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget:** Email Excel version to [tscheidt@fmaaa.org](mailto:tscheidt@fmaaa.org); submit 2 hard copies with contract
- ☐ **Exhibit E, Program Narrative:** Email Word version to [tsavage@fmaaa.org](mailto:tsavage@fmaaa.org), submit 2 hard copies with contract
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ 1. List of all proposed subcontractors for this Agreement (if any), and, following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.
- ☐ 2. **Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificate to ensure all contractual requirements for insurance certificate are met and **specific contract language** included on certificate.*
- ☐ 3. Copy of **IRS Determination Letter of Tax Exempt Status** if a non-governmental organization.
- ☐ 4. **Organizational chart**, including names and position titles for contracted program
- ☐ 5. **Job Description and Resume** of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program
- ☐ 6. **List of Governing Board members**
- ☐ 7. **List of Advisory Council or Advisory Committee members** (if applicable)
- ☐ 8. **Current documents** (i.e. flyers, brochures) used to promote the **contracted program**

## EXHIBIT E PROGRAM NARRATIVE

### 1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

<b>Organization Name</b>	<b>Year Established</b>

Type of Organization (Check One)			
<input type="checkbox"/>	City Government	<input type="checkbox"/>	Non-Profit 501(c)(3)
<input type="checkbox"/>	County Government	<input type="checkbox"/>	For-Profit
<input type="checkbox"/>	Joint Powers Authority (JPA)	<input type="checkbox"/>	Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.	
Program/Service	# of Years

### 2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code

# **EXHIBIT E** **PROGRAM NARRATIVE**

## **3. LANGUAGE TRANSLATION NEEDS & PROVISIONS**

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English			
Spanish			
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other: _____			



**EXHIBIT E**  
**PROGRAM NARRATIVE**

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?

**4. CONFIDENTIALITY PROCEDURES**

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?

**EXHIBIT E**  
**PROGRAM NARRATIVE**

<b>Contracted Program:</b>	Title III C Nutrition Site Management
----------------------------	---------------------------------------

**5. PROGRAM DESCRIPTION**

Provide a brief description of how your organization provides the contracted program.
---

What was the primary accomplishment achieved by the contracted program in the most recent year services were provided?
--

Please describe another accomplishment achieved by the contracted program in the most recent year services were provided.
---

**6. CASE STUDY**

Briefly describe how the contracted program successfully met the needs of a program participant in the most recent year services were provided. Do not use real names.
--



**EXHIBIT E  
PROGRAM NARRATIVE**

**7. STAFFING**

**Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).**

Name	Title

**\*Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

--	--

*Name*

*Title*

--	--

*Telephone Number*

*E-mail Address*

➔ **\*Attach the following documents to the “Documents Required to Execute Contract” checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

# **EXHIBIT E** **PROGRAM NARRATIVE**

## **8. SERVICE PROVIDER TIME FRAME**

**What days and hours will the Nutrition Site Management program be available?** *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
<b>Total Days of Contracted Service to be Provided under this Agreement:</b>		

**EXHIBIT E**  
**PROGRAM NARRATIVE**

**9. PROGRAM EVALUATION/IMPROVEMENT**

In reviewing the performance during the most recent year services were provided, identify areas that your organization could focus on for improvement of the contracted program.

How would participants of the contracted program benefit from these improvements?

Describe the specific steps your organization will take to make these improvements during the current funding period.

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

**EXHIBIT E**  
**PROGRAM NARRATIVE**

**10. OUTREACH ACTIVITIES/TARGETING PLAN (22 CCR § 7310, WIC § 9103)**

How does your organization reach <b>older adults in greatest economic need</b> ( <i>income level at or below the Federal Poverty Level</i> ) to inform them of the contracted program and welcome them to participate?
How does your organization reach <b>older adults who are socially isolated</b> ( <i>need caused by non-economic factors</i> ) to inform them of the contracted program and welcome them to participate?
How does your organization reach <b>older adults who are of lesbian, gay, bisexual, or transgender orientation</b> to inform them of the contracted program and welcome them to participate?
How does your organization reach <b>older adults who are ethnic minorities</b> , and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?

**EXHIBIT E**  
**PROGRAM NARRATIVE**

How does your organization reach <b>older adults who are Native Americans</b> to inform them of the contracted program and welcome them to participate?
How does your organization reach <b>older adults with limited English proficiency</b> to inform them of the contracted program and welcome them to participate?
How does your organization reach <b>older adults who live in rural areas</b> to inform them of the contracted program and welcome them to participate?
How does your organization reach <b>older adults with severe disabilities</b> ( <i>severe, chronic physical and/or mental impairment that is likely to continue indefinitely &amp; results in substantial functional limitation in 3 or more major life activities</i> ) to inform them of the contracted program and welcome them to participate?
How does your organization reach older adults with <b>Alzheimer's disease or related disorders</b> with neurological & organic brain disfunction, and the caregivers of these individuals, to inform them of the contracted program and welcome these older adults to participate?

## EXHIBIT F

### SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

**Please complete for each location from which contracted services are offered.**

Organization	
Site Name	
Street Address	
City/ST/Zip	

<b>Primary Contact</b>			
Job Title		E-mail	
Office Phone		Cell Phone	

<b>Secondary Contact</b>			
Job Title		E-mail	
Office Phone		Cell Phone	

Please check all emergency services that could be provided from this site:			
<input type="checkbox"/> Emergency Power/Generator		<input type="checkbox"/> CB Radio	
<input type="checkbox"/> Emergency First Aid		<input type="checkbox"/> Ham Radio	
<input type="checkbox"/> Cooking Facilities		<input type="checkbox"/> Internet Access	
<input type="checkbox"/> Distribution Site for Food & Water		<input type="checkbox"/> Spanish Translation	
<input type="checkbox"/> Counseling Services		<input type="checkbox"/> Sign Language Translation	
<input type="checkbox"/> Home/Neighborhood Cleanup		<input type="checkbox"/> Other Translation:	

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?		
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?		
Following a major disaster, can this site help transport older individuals to disaster services?		
Does this site have a dedicated vehicle that is lift-equipped?		
Given the resources, can this site expand meal services following a disaster to meet needs in the community?		

How many people can this facility provide emergency shelter for?	
How many days can this facility function using its back-up power source?	
How many gallons of water are stored on-site as an emergency supply?	

Please list any additional services your site can provide in the event of a disaster:
---

ITEM NO:

1.f.

SUBJECT: Consideration of First Amendment to Professional Services Agreement with Yamabe & Horn, Inc. for Interim City Engineering Services

**RECOMMENDATION:** Approve and authorize the City Manager, or designee, to sign the First Amendment to the Professional Service Agreement (PSA) with Yamabe & Horn, Inc. for Interim City Engineering Services.

**DISCUSSION:** On April 5, 2021, the City of Selma entered into a Professional Services Agreement (PSA) with Yamabe and Horn Inc. for interim City engineering services. The original approval established a contract length not to exceed six (6) months through October 5, 2021 and a not-to-exceed amount of \$100,000. However, due to staffing shortages and workload demand, Yamabe and Horn Inc. has continued to provide contracted engineering services to date. To allow for continuity of projects, staff is requesting that the City Council approve a First Amendment to the PSA, which adjusts the contract term thru September 21, 2022, and increases the not-to-exceed amount by \$500,000. The amount includes funding for all consultant engineering staff activities, in accordance with the previously approved rate schedule, and also includes \$140,000 for the design of the Clarkson Lift Station which will be paid for with ARPA funding, as previously approved by City Council. \$200,000 proposed for FY 21/22, with the balance of \$300,000 to be included within the FY 22/23 budget proposal.

Attached for Council's consideration is the First Amendment to the PSA with Yamabe & Horn, Inc. All other sections of the previously approved and signed agreement shall remain in full force and unchanged. In the coming months, Staff plans to present to the City Council various options for consideration to address the City's long-term engineering needs.

<b>COST:</b> <i>(Enter cost of item to be purchased)</i>		<b>BUDGET IMPACT:</b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$500,000		\$200,000
<b>FUNDING:</b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b>ON-GOING COST:</b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Engineering Professional Services (100-5100-600.400.000)  Fund Balance: Adopted FY 2021-22 General Fund \$16,645,939		\$300,000 of this item will be included in FY 22/23 budget proposals

Rob Terry, Deputy City Manager  
Fernando Santillan, City Manager

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
FOR INTERIM CITY ENGINEERING SERVICES FOR THE  
CITY OF SELMA**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR INTERIM CITY ENGINEERING SERVICES ("First Amendment") by and between Yamabe and Horn, Inc., a California Corporation ("Consultant") and the CITY OF SELMA ("City") is effective as of the 21st day of March, 2022, pursuant to the following recitals, which are a substantive part of this First Amendment. City and Consultant are sometimes individually referred to as a ("Party") and jointly as the ("Parties").

**RECITALS**

A. City and Consultant entered into a Professional Services Agreement for Interim City Engineering Services on or about April 5, 2021, ("the Agreement") whereby Consultant agreed to perform the tasks ("Services") described and set forth in Exhibit A of the original agreement, attached hereto and incorporated herein as though set forth in full ("Scope of Services"); and

B. Due to staffing shortages, and the continuing workload associated with ongoing projects, interim engineering services are continually needed beyond the originally identified expiration date of the Agreement; and

C. The Parties desire to enter into this First Amendment in order to (1) amend the expiration date associated with the Agreement; and (2) amend the allowance for payment terms throughout that period in accordance with the previously approved rate schedule.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Agreement Changes. Section's 1 (TERM), 4(a) (PAYMENT), and Exhibit A (SCOPE OF SERVICES) of the Agreement are amended as follows:

**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 SEPTEMBER 21, 2022 unless sooner terminated pursuant to the provisions of this Agreement. Additionally, City and Consultant mutually agree that this Agreement shall be, upon approval of the City Council, extended for successive one-month periods at the end of the initial term and each extended term thereafter, unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the initial or such extended term, respectively.



**PAYMENT:** 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 Three Hundred Sixty Thousand Dollars (\$360,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**EXHIBIT A (SCOPE OF SERVICES) – Other Duties Required:** *Section 4 shall be added to the list, and shall read:* Clarkson Lift Station Design. The “City Engineer” will conduct and oversee the process for design of the Clarkson Lift Station, including coordination with Selma-Kingsburg-Fowler County Sanitation District and other required partners to ensure the design meets the specifications and criteria required for design approval. Design services for said project shall not exceed \$140,000 in total.

2. Continuing Effect of Agreement. Except as amended by this First Amendment, all remaining provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended including by this First Amendment.

3. Revisions and Modifications. Any amendments, modifications, or changes to this First Amendment shall be in writing and signed by both parties.

4. Severability. If any provision of this First Amendment or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this First Amendment and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

5. Jurisdiction. This First Amendment shall be administered, governed and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Fresno, State of California.

6. Counterparts. This First Amendment may be executed in counterparts, and copies of this First Amendment shall be deemed originals.

7. Knowing and Voluntary Agreement. The Parties to this First Amendment acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this First Amendment and consult with their own attorney concerning the meaning and effect of this First Amendment. By executing this First Amendment, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this First Amendment, and that they are knowingly and voluntarily entering into this First Amendment and signing it of their own free will.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

**“CITY”**  
**City of Selma,**

**“CONSULTANT”**  
**Yamabe and Horn Engineering, Inc.**

By: \_\_\_\_\_  
Fernando Santillan, City Manager

By: \_\_\_\_\_  
Brandon Brouard, Principal

**Attest:**

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

**Approved as to form:**

By: \_\_\_\_\_  
Mary F. Lerner , City Attorney

Attachments:

1. Professional Services Agreement with Yamabe & Horn, Inc. for Interim City Engineering Services , City of Selma, dated April 5, 2021.

## CITY OF SELMA

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of APRIL 5, 2021 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and YAMABE AND HORN ENGINEERING, INC. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

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

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

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than OCTOBER 5, 2021 unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing civil engineering and land surveying services for a municipal agency.

(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 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 One Hundred Thousand Dollars (\$100,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

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

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, 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 negligence, recklessness or willful misconduct 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. The obligation to defend is limited by the provisions of Civil Code Section 2782.8.

### **(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.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall pay a proportionate share of City's defense costs based upon Consultant's proportionate percentage of fault following a finding of fault by a trier of fact.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay a proportionate share of City's defense costs based upon an assignment of fault at trial. If a final judgment has been entered adjudicating the City as solely negligent, Consultant shall have no obligation to pay for any of City's defense costs.

## **8. INSURANCE**



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

## **9. INDEPENDENT CONSULTANT**

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

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

## **10. 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 Legal Counsel

To Consultant: Yamabe and Horn Engineering, Inc.  
2985 N. Burl Avenue, Suite 101  
Fresno, CA 93727



**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.

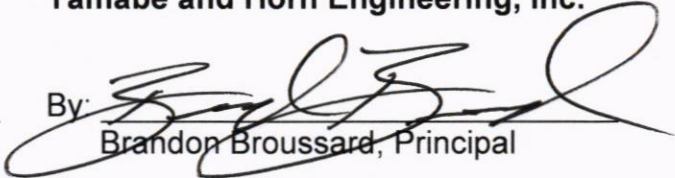
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

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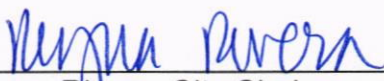
**"CITY"**  
**City of Selma**

By:   
Teresa Gallavan, City Manager

**"CONSULTANT"**  
**Yamabe and Horn Engineering, Inc.**

By:   
Brandon Broussard, Principal

**Attest:**

By:   
Reyna Rivera, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Hilda Montoy, Interim City Counsel

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

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

**"CITY"**  
City of Selma

**"CONSULTANT"**  
Yamabe and Horn Engineering, Inc.

By:   
Teresa Gallavan, City Manager

By: \_\_\_\_\_  
Brandon Broussard, Principal

**Attest:**

By:   
Reyna Rivera, City Clerk

**Approved as to form:**

By:   
Hilda Montoya, Interim City Counsel

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

## EXHIBIT A

### SCOPE OF SERVICES

#### Advisory Services

- (1) Attendance at meetings of the City Council. The "City Engineer" shall attend those special meetings or work sessions of the City Council where matters before the City Council require the expertise of, or presentation by, the "City Engineer", or, as otherwise requested. In the cases of these matters, and in the event that the "City Engineer's" attendance is required or requested at any City Council meeting, it is expected that the "City Engineer" shall prepare staff reports and/or any other documents necessary for meeting. Regular meetings are held on the first and third Monday evening of each month.
- (2) Advising Officials. The "City Engineer" shall advise City officials, employees, etc. through telephone conferences, meetings, and correspondence.
- (3) Consultation on City utilities and facilities. The "City Engineer" shall furnish advice and consultation on the operation, maintenance, and permitting of the City's storm water drainage system, transportation system, and other City-owned facilities under the direction of the Assistant City Manager.
- (4) Consultation on development projects/permits. The "City Engineer" shall review project plans and proposals by private parties, for compliance with City Code and other applicable requirements. He/She shall meet with residents, contractors, developers, engineers, etc. as requested.
- (5) Provide services on grant applications and management: The "City Engineer" shall assist in grant applications and management for regional, state, and federal programs. Experience with Federal Grant Applications and processes is preferred.
- (6) Provide permit review and inspection services. The "City Engineer" shall be available to review various types of permit applications for private utility improvements, residential/commercial improvement and other common permit applications. He/She shall conduct site inspections associated with such permits and applications as needed.
- (7) Attendance at meetings of Project Review Committee (PRC). The "City Engineer" shall participate as a member of the PRC under the direction of the Assistant City Manager. He/she shall review site plans and furnish comments in advance of the PRC meetings and assist applicants in understanding the Code requirements. PRC meetings are scheduled as needed.

(8) Working Hours at City Hall. The "City Engineer" shall hold office hours at City Hall to assist staff and the public on an as-needed basis. He/She will be a licensed Engineer that is authorized to sign and seal engineering plans.

(9) Attendance at meeting for Fresno Council of Government (FCOG). The "City Engineer" shall participate as a representative of the City of Selma all Technical Advisory Committees for FCOG. Addition, any other FCOG related meetings as requested by the Assistant City Manager.

#### Public Works Construction Projects

(1) Analyze/study improvement projects. The "City Engineer" will be required to prepare preliminary engineering analysis, cost estimate and feasibility studies for various Public Works improvements.

(2) Prepare bid/contracts. The "City Engineer" will be requested to prepare detailed plans, specifications, bid and contract documents for Public Works construction projects. In addition, the "City Engineer" will prepare a final cost estimate, required applications of approval of the construction by other governmental agencies, and assist the City in negotiating the acquisition of any necessary right-of-way or easement.

(3) Review bids. The "City Engineer" shall assist the City in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. The "City Engineer" will provide general supervision of the contractor for Public Works construction projects.

#### Capital Project Management

(1) Identify capital projects. The "City Engineer" will identify current and possible future capital projects and document budget, scope, schedule, status, organizational responsibility (including other Professional Engineering Firms) and funding sources.

(2) Organize and prioritize all capital projects. The "City Engineer" will develop regular reporting and monitoring processes to ensure implementation and completion of scheduled project tasks.

(3) Capital project tracking. The "City Engineer" will track and monitor project status and specific milestone completion. He/She will facilitate discussions and decisions necessary to keep projects on schedule.

(4) Identify and report significant deficiencies. The "City Engineer" will identify and report concerns regarding meeting capital projects goals to the Assistant City Manager on a weekly basis.

(5) Monitor budgets. The "City Engineer" will process payments for all State, Federal ,and local grant funding, monitor budget expenditures and assist with review of contracts, proposals, invoices and Purchase Orders.



(6) Document management. The “City Engineer” will create and store computer files, paper copies, and other types of records and files of work performed for the City using the systems designated by the Assistant City Manager. The professional services consulting agreement entered into by and between the City and City Engineer shall specify the scope of included services. The City reserves the right to enter into additional agreements with the City Engineer for specified projects (e.g. the design or construction observation of major public improvements), to contract with third parties for such services, or if within the scope of the City Engineer agreement, utilize the same to provide for such services. The City anticipates that the negotiation of the scope of services and the format of payment for such services shall be a collaborative undertaking between the City and the successful respondent, but requests that each respondent provide a proposal outlining their suggested approach (e.g. monthly retainer for a specified amount of work; hourly; hourly plus expenses; blended approach; etc.)

#### Other Duties Required

- (1) Geographic Information System (GIS). The “City Engineer” will create and maintain a GIS database for City streets, storm drain, and other mapping needs.
- (2) Pavement Management System. The “City Engineer” will maintain and update City owned pavement management software.
- (3) Monthly Report. The “City Engineer” will provide a monthly report outlining project activities and updates.

EXHIBIT B  
RATE SCHEDULE



## YAMABE & HORN ENGINEERING, INC.

CIVIL ENGINEERS – LAND SURVEYORS  
2985 N Burl Avenue, Suite 101, Fresno, CA 93727  
(559) 244-3123, FAX (559) 244-3120

2021 FEE SCHEDULE		
PRINCIPAL ENGINEER	\$ 195	per hour
EXPERT WITNESS	\$ 265	per hour
CIVIL ENGINEER V	\$ 170	per hour
CIVIL ENGINEER IV	\$ 165	per hour
CIVIL ENGINEER III	\$ 160	per hour
CIVIL ENGINEER II	\$ 140	per hour
CIVIL ENGINEER I	\$ 135	per hour
PROJECT MANAGER II	\$ 150	per hour
PROJECT MANAGER I	\$ 140	per hour
ASSISTANT ENGINEER III	\$ 125	per hour
ASSISTANT ENGINEER II	\$ 120	per hour
ASSISTANT ENGINEER I	\$ 110	per hour
LAND SURVEYOR II	\$ 155	per hour
LAND SURVEYOR I	\$ 135	per hour
ASSISTANT SURVEYOR II	\$ 125	per hour
ASSISTANT SURVEYOR I	\$ 115	per hour
GIS ANALYST	\$ 115	per hour
GIS TECHNICIAN	\$ 105	per hour
CONSTRUCTION MANAGER II	\$ 140	per hour
CONSTRUCTION MANAGER I	\$ 130	per hour
PROJECT SERVICES ADMINISTRATOR	\$ 85	per hour
INSPECTOR II PREVAILING WAGE	\$ 150	per hour
INSPECTOR I PREVAILING WAGE	\$ 140	per hour
CAD MANAGER	\$ 115	per hour
CAD DRAFTER II	\$ 105	per hour
CAD DRAFTER I	\$ 95	per hour
CLERICAL	\$ 75	per hour
2-PERSON SURVEY CREW	\$ 200	per hour
2-PERSON SURVEY CREW PREVAILING WAGE	\$ 250	per hour
1-PERSON SURVEY CREW	\$ 160	per hour
1-PERSON SURVEY CREW PREVAILING WAGE	\$ 160	per hour
TRAVEL	\$ 0.56	per mile
SUBCONSULTANTS	Cost plus 10%	
PRINTING	Cost plus 10%	

Effective February 2021

Notes:

- 1) Prevailing wage rates are shown for Fresno County.
- 2) Approved OT for Inspectors and Surveyors shall be billed at 1.5x (OT) or 2.0x (Holidays) as appropriate

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**ITEM NO:**

1.g.

**SUBJECT:** Consideration of a Resolution Approving a three-year time extension of specified Planning entitlements approved in 2019, 2020 and 2021

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**RECOMMENDATION:** Adopt a Resolution approving a three-year time extension of specified Planning entitlements approved in 2019, 2020 and 2021.

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**DISCUSSION:** The purpose of this agenda item is to consider the approval of resolution granting a three-year time extension of specified Planning entitlements approved in 2019, 2020 and 2021 in the City of Selma that meet the following requirements:

Any Site Plan Review and discretionary permit (Conditional Use Permit, Parcel or Subdivision Map, development agreement or other entitlement) that was approved in 2019, 2020 or 2021 shall have a three-year time extension added to the original expiration date approved.

On November 16, 2020, via Resolution 2020-76, the Selma City Council approved a one-year extension for the items listed above. However, as the COVID-19 pandemic continually creates a hardship on local citizens, businesses, and developers, the expiration of an entitlements previously approved continues to be a major concern. As such, the granting of an extension of the applicable time period remains the major means by which the council can alleviate that hardship for those applicants that held approvals that continue to be impacted by the pandemic. Staff is recommending that this current approval supersede the previous approval, and grant an automatic extension of three-years from the original expiration for all Site Plan Review and Discretionary Permit approvals granted by the City in 2019, 2020 and 2021.

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Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
APPROVING A THREE-YEAR TIME EXTENSION OF SPECIFIED  
PLANNING ENTITLEMENTS APPROVED IN 2019, 2020 AND 2021 IN  
THE CITY OF SELMA**

**WHEREAS**, On November 16, 2020, in response to the COVID-19 pandemic, the City Council of the City of Selma approved Resolution 2020-76R, granting a one-year time extension of specified planning entitlements approved in 2019 and 2020 in the City of Selma; and

**WHEREAS**, due to the continued impacts of the COVID-19 pandemic, the City Council desires to amend the approval previously given to be that of a three-year extension period, and include Specified Planning Entitlements approved in 2019, 2020 and 2021 in the City of Selma that meet the following requirements:

1. Any Site Plan Review and discretionary permit (Conditional Use Permit, Parcel or Subdivision Map, development agreement or other entitlement) that was approved in 2019, 2020 or 2021 shall have a three-year time extension added to the original expiration date of the approved entitlement or permit.

**WHEREAS**, the extension would grant 36 months from the stated expiration date of any entitlement specified above because of the delays to normal activities caused by the continuing pandemic; and

**WHEREAS**, the City Council, considered the Resolution and the staff report together with all public testimony of interested parties; and

**WHEREAS**, CEQA was complied with for each individual entitlement at time of approval or adoption; and

**WHEREAS**, the City Council made the following findings of fact for approval based on the reports, evidence and verbal presentations:

1. The proposed extension is consistent with applicable codes because it meets all of the requirements set forth in the Selma General Plan, Selma Municipal Code, Selma Zoning Ordinance and the California Subdivision Map Act.
2. The COVID-19 pandemic has created a hardship on local citizens, businesses, and developers and an extension of the applicable time period is the only means by which the council can alleviate that hardship.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Selma using their independent judgment hereby resolves as follows:

1. The forgoing Recitals of this Resolution are true and correct and are incorporated by reference.
2. An extension of time of three-years from the date on which any discretionary permit or entitlement, including a Site Plan Review Approval approved in 2019, 2020 or 2021, Conditional Use Permit, Parcel or Subdivision Map, Development Agreement or other real property development entitlement, is to expire by its terms or the terms of its approval is hereby granted.
3. The City Council approves this Resolution and the Findings for Approval listed above.
4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

\*\*\*\*\*

This foregoing resolution is hereby approved the 21st day of March, 2022, in the City of Selma, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Scott Robertson, Mayor

ATTEST:

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

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**ITEM NO:** 1.h.

**SUBJECT: Consideration of Approval and Authorizing the City's Participation in the Fresno County Multi-Jurisdictional Housing Element Update**

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**RECOMMENDATION:** Approve and authorize the City Manager, or designee, to sign a Cooperative Agreement with the Fresno Council of Governments (Fresno COG) for collective participation in the Fresno County Multi-Jurisdictional Housing Element, Sixth Cycle.

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**DISCUSSION:** Government Code Section 65300 requires California cities and counties to adopt and maintain a General Plan with a minimum of eight mandatory elements which includes Housing; Land Use; Circulation; Conservation; Open Space; Noise; Safety; and more recently Environmental Justice. Additionally, California requires the Housing Element be updated every eight years. To date, there have been five previous housing element update "cycles." California is now in its sixth housing-element update cycle Pursuant to Government Code Section 65583 the Housing Element must identify the following:

1. An existing and projected housing needs assessment to ensure adequate housing capacity exists for all economic segments of the community.
2. While the Housing Element does not require cities to build additional housing, it does call for cities to remove obstacles to future development and plan for a diversity of housing through revisions to the zoning code and land use policy.
3. This planning accounts for a Regional Housing Needs Allocation (RHNA) number, which a minimum number of new homes across income levels that a city must plan to accommodate through its Housing Element. Preliminary numbers indicate that Selma's RHNA allocation will be 1,456 housing units.

After the analysis is completed and the document has been drafted, community hearings are held. The local government is required to make the draft available to the public for at least 30 days prior to submitting to the California Department of Housing and Community Development (HCD). HCD will then certify the Housing Element to ensure compliance with State law. HCD is aware of and encourages multijurisdictional efforts, such as what is proposed for Council's consideration.

The City of Selma, with other participating jurisdictions within Fresno County and in coordination with the Fresno Council of Governments, participated in the Fifth Cycle (2015-2023) Multi-Jurisdictional Housing Element. The Multi-Jurisdictional Housing Element was a regional housing document that effectively acted as the State-mandated housing element for all participating jurisdictions. This effort, accomplished in 2015-2016, was a unique, award-



winning collaborative effort on the part of all the local jurisdictions involved to accomplish this task. At that time, participating jurisdictions included the County of Fresno, Clovis, Coalinga, Fowler, Huron, Kerman, Kingsburg, Mendota, Parlier, Reedley, San Joaquin, Sanger, and Selma.

The Fifth Cycle Multi-Jurisdictional Housing Element was a single document, made up of two sections:

- The main body, which described demographics, housing needs, resources, and constraints at a regional level and included goals and policies common to all participating jurisdictions; and
- Individual appendices, which contained details for each jurisdiction (i.e., sites inventory, governmental constraints, evaluation of the existing Housing Element) and individual implementation programs for the City of Selma.

In 2015, each city spent an average of \$25,000-\$50,000 on the Multi-Jurisdictional Housing Element, and cost savings were gained with utilizing planning services provided by Fresno COG.

However, recent State legislation and case law have made the undertaking of this document considerably more intense in terms of both staff time and increased need for analysis to comply with new requirements; resulting in substantial cost increases. Estimates to complete the Housing Element in-house would require the hiring of a consultant, accompanying public hearings, outreach, sites inventory, and inclusion of current housing law in ordinance updates. If the City of Selma chose not to participate in a Multi-Jurisdictional Housing Element for the sixth cycle, the estimate for this work would be a between \$250,000 and \$300,000. Comparatively, current estimates for each smaller jurisdiction for this Sixth Cycle Housing Element Update, if done as part of a multi-jurisdictional effort, are anticipated to be between \$115,000 and \$125,000 per participating agency. In addition, Fresno COG is actively collaborating with HCD in an effort to use Regional Early Action Planning (REAP) 1.0 grants to assist in offsetting the overall cost to complete the Sixth Cycle Housing Element. Those conversations are currently happening and will continue during the process.

Due to the cost savings and necessary staffing time required to perform the update, staff is recommending the City of Selma participate in the Multi-Jurisdictional Housing Element process. Should the City Council approve the City of Selma's participation in this effort, a Cost Sharing Agreement must be signed by all participating jurisdictions and Fresno COG, which includes authorization to approve a \$10,000 initial deposit. The deadline to enter into the agreement with Fresno COG is April 28, 2022. Attached for Council's consideration is the Cooperative Agreement (Attachment 1). Funding allocation for the costs beyond the initial deposit will be included within the City's 22/23 FY Budget proposal, which will be presented to Council in the coming months.

Fresno COG released a Request for Proposals (RFP) on January 27, 2022, to solicit interest from consulting firms with expertise in preparing housing element updates. Proposals were due March 8, 2022. The City of Selma has a staff member serving on the consultant selection

committee, and who was actively engaged in the process throughout the Fifth Cycle. Attached for Council's reference is the RFP (Attachment 2), which includes the expected scope, budget and timeline for the process, which meets all state-required criteria for ultimate certification of the City's Housing Element. The expected start date for the commencement of the Sixth-Cycle Housing Element analysis is slated for May 2022. The final deadline, enforced by HCD, for certification of the Housing Element is the end of 2023.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$10,000		\$10,000
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Planning Professional Services (100-3100-600.400.000)  Fund Balance: Adopted FY 2021-22 General Fund \$16,645,939		An additional \$115,000 will be included within the FY 22/23 Budget Proposal for completion of this effort.

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Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

## COOPERATIVE AGREEMENT

### Fresno County Sixth Cycle Multijurisdictional Housing Element

This COOPERATIVE AGREEMENT (“AGREEMENT”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Execution Date”) by and between the FRESNO COUNCIL OF GOVERNMENTS, a Joint Powers Public Agency (“FCOG”) and fifteen of its sixteen local member agencies listed below (collectively “LOCAL AGENCIES”). FCOG and LOCAL AGENCIES are each a “Party” to this Agreement, and collectively are the “Parties” to this Agreement. The LOCAL AGENCIES consist of the following entities:

1. CITY OF COALINGA, a municipal corporation
2. CITY OF FIREBAUGH, a municipal corporation
3. CITY OF FOWLER, a municipal corporation
4. CITY OF FRESNO, a municipal corporation
5. CITY OF HURON, a municipal corporation
6. CITY OF KERMAN, a municipal corporation
7. CITY OF KINGSBURG, a municipal corporation
8. CITY OF MENDOTA, a municipal corporation
9. CITY OF ORANGE COVE, a municipal corporation
10. CITY OF PARLIER, a municipal corporation
11. CITY OF REEDLEY, a municipal corporation
12. CITY OF SANGER, a municipal corporation
13. CITY OF SAN JOAQUIN, a municipal corporation
14. CITY OF SELMA, a municipal corporation
15. COUNTY OF FRESNO, a political subdivision of the State of California

WHEREAS, Government Code, section 65588 requires local governments, consisting of cities and counties, to review and revise the housing elements to their comprehensive general plans in compliance with section 65580; and

WHEREAS, LOCAL AGENCIES in Fresno County have requested FCOG to hire a consultant to perform a coordinated update to the housing element of each LOCAL AGENCY (hereinafter referred to as PROJECT), at no cost to FCOG; and

WHEREAS, each of the LOCAL AGENCIES have agreed to reimburse FCOG for the cost of PROJECT in accordance with the cost sharing arrangement described in this AGREEMENT (“LOCAL SHARE”).

NOW, THEREFORE, it is mutually agreed as follows:

#### SECTION 1 - FCOG RESPONSIBILITIES

- A. FCOG shall convene a subcommittee of its Policy Board (the “Project Subcommittee”) to provide oversight responsibility and provide staff support for the PROJECT to the effect that the Parties to this AGREEMENT have the opportunity assist in the decision-making processes relating to the PROJECT.

- B. FCOG shall develop a request for proposal for consultant services to develop the PROJECT.
- C. FCOG shall involve the Project Subcommittee in the selection of the consultant or any other third-party consultant (collectively “Project Consultant”) required for the PROJECT.
- D. FCOG shall enter into and administrate the contract with the Project Consultant to implement PROJECT. The qualifications of the Project Consultant are to be determined by the Project Subcommittee and FCOG Policy Board.
- E. FCOG shall direct the Project Consultant selected to develop PROJECT to work individually with LOCAL AGENCIES and provide products and documents relative to their required Housing Element update.
- F. FCOG shall pay the Project Consultant selected to develop PROJECT and invoice LOCAL AGENCIES for each respective LOCAL SHARE cost including reasonable administrative cost incurred by FCOG in the implementation of PROJECT.

## SECTION 2. – LOCAL AGENCIES RESPONSIBILITIES

- A. LOCAL AGENCIES shall be responsible for their individual housing elements, work directly with the firm selected to develop PROJECT, review reports generated and directly address issues falling within their jurisdiction.
- B. LOCAL AGENCIES shall determine what, if any, scope revisions are appropriate for work specific to their housing element and agree to reimburse FCOG for any required extended scope.
- C. Upon satisfactory completion of PROJECT each Local Agency shall accept the final report appropriate to their area of jurisdiction.
- D. LOCAL AGENCIES shall reimburse FCOG for cost invoiced per SECTION 3. within thirty days of receiving an appropriate invoice.
- E. LOCAL AGENCIES, agree that time is of the essence and each agency shall provide timely responses to information request from Project Consultant and facilitate the development of PROJECT.

## SECTION 3. COST REIMBURSEMENT

- A. Upon execution of this agreement and receipt of an initial invoice from FCOG, each of the LOCAL AGENCIES shall pay FCOG a deposit of ten-thousand and 00/100 dollars (\$10,000.00), to be applied as a credit to the LOCAL SHARE of each of the LOCAL AGENCIES on the final invoice for PROJECT.
- B. LOCAL AGENCIES agree thereafter to contribute their respective LOCAL SHARE to reimburse FCOG for the cost of PROJECT per Section 2.D. LOCAL SHARE will be established by mutual agreement of the LOCAL AGENCIES at a later date as follows: The Project Subcommittee will review consultant proposals and make a recommendation to the FCOG Board to hire Project Consultant and establish LOCAL SHARE, which will be the pro rata amount each LOCAL AGENCY commits to contribute to reimburse FCOG for a) the consultant’s

services and b) \$75,000 for FCOG staff time to administer PROJECT. In the event participating member agencies of the Project Selection committee fail to arrive at a mutually agreed cost sharing arrangement and recommendation to the FCOG board to approve Project Consultant and establish LOCAL SHARE, this agreement shall be null and void.

- C. FCOG shall pay the Project Consultant and will invoice LOCAL AGENCIES no more frequently than monthly. Reimbursement will be in accordance with LOCAL SHARE and supported by an invoice and source documentation. The Parties agree that source documentation may consist of an invoice from the Project Consultant.

#### SECTION 4. INDEMNITY

The Parties agree to indemnify, save, hold harmless and at request from any other Party to this AGREEMENT, defend said other Party, its officers, agents and employees from any and all cost 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, by FCOG and LOCAL AGENCIES, its officers, agent, and employees, under the AGREEMENT. This section shall survive expiration or termination of this AGREEMENT.

#### SECTION 5. INSURANCE

Without limiting the right of any Party to obtain indemnification from any other Party, it is understood that each Party to this AGREEMENT shall each maintain, at their sole expense, insurance policies or self insurance programs including, but not limited to, an insurance pooling arrangement, and/or joint powers agreement to fund their respective liabilities throughout the term of this AGREEMENT. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and worker's compensation exposure. Evidence of Insurance, Certificates of Insurance or similar documentation shall not be required of any Party under this AGREEMENT.

#### SECTION 6. – ASSIGNMENT

No Party shall assign, transfer or sub-contract this AGREEMENT nor their rights or duties under this AGREEMENT without the written consent of the other Parties to this AGREEMENT.

#### SECTION 7. – SEVERABLE

The provisions of this AGREEMENT are severable. The invalidity or unenforceability of any one provision of this AGREEMENT shall not affect the other provisions.

## SECTION 8 – TERM

This AGREEMENT shall become effective immediately upon the Execution Date and shall remain in full force and effect through December 31, 2023.

## SECTION 9 – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

## SECTION 10 – INTEGRATED AGREEMENT

Each Party acknowledges that it has read and fully understands the content of this AGREEMENT. This AGREEMENT represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

## SECTION 11 – MODIFICATION

This AGREEMENT may be modified only by written instrument executed by duly authorized representatives of all of the Parties to this AGREEMENT.

## SECTION 12 – CAPACITY

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of his or her jurisdiction; and (ii) that this Agreement is binding upon such jurisdiction.

**(Signature pages follow.)**

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the Execution Date.

**COUNTY OF FRESNO**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF FOWLER**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF FRESNO**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF KERMAN**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF MENDOTA**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF PARLIER**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF SANGER**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF SELMA**

By\_\_\_\_\_  
FERNANDO SANTILLAN, City Manager

**CITY OF COALINGA**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF FIREBAUGH**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF HURON**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF KINGSBURG**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF ORANGE COVE**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF REEDLEY**

By\_\_\_\_\_  
[NAME], [Title]

**CITY OF SAN JOAQUIN**

By\_\_\_\_\_  
[NAME], [Title]

**FCOG**

By\_\_\_\_\_  
TONY BOREN, Executive Director

# **REQUEST FOR PROPOSALS**

## **FRESNO COUNTY SIXTH CYCLE MULTI-JURISDICTIONAL HOUSING ELEMENT**

**Fresno Council of Governments  
2035 Tulare Street, Suite 201  
Fresno, CA 93721  
(559) 233-4148**

Additional background information on this proposal can be found on the  
Fresno COG website

**[www.fresnocog.org](http://www.fresnocog.org)**

**January 27, 2022**



# REQUEST FOR PROPOSALS

## FRESNO COUNTY SIXTH CYCLE MULTI-JURISDICTIONAL HOUSING ELEMENT

The Fresno Council of Governments (Fresno COG) is soliciting proposals from consultants to assist with a Fresno County Multi-Jurisdictional Housing Element for the sixth cycle housing element update.

### Background

California housing element law requires every jurisdiction to prepare and adopt a housing element as part of general plans. In California it is typical for each city or county to prepare and maintain its own separate general plan and housing element. However, Fresno County and 12 of the 15 cities in Fresno County, with the help of the Fresno Council of Governments (Fresno COG), prepared a multi-jurisdictional housing element (MJHE) for the fifth round of housing element updates. The MJHE provided an opportunity for countywide housing issues and needs to be more effectively addressed at the regional level rather than just at the local level. In addition, the economies of scale from the multijurisdictional effort resulted in significant cost savings for participating jurisdictions. The fifth cycle multi-jurisdictional housing element is available on Fresno COG's website: <https://www.fresnocog.org/multi-jurisdictional-housing-element/>.

While legislative changes have increased the cost and complexity of the housing element since the fifth cycle, there are some advantages in pursuing a joint effort, and local members have again requested Fresno COG hire a consultant to be paid for by participating member agencies to develop a sixth cycle multijurisdictional housing element.

State housing element requirements are framed in Government Code, Sections 65580 through 65589, Chapter 1143, Article 10.6. The law requires the State Department of Housing and Community Development (HCD) to administer the law by reviewing housing elements for compliance with state law and by reporting its written findings to the local jurisdiction. State housing element law mandates that housing elements be updated every eight years. The Sixth Cycle Multi-Jurisdictional Housing Element will cover the planning period of December 31, 2023, through December 31, 2031, and must be adopted and submitted to HCD for certification by December 31, 2023.

The primary objective of the project is to prepare a regional plan, with individual appendices for each participating jurisdiction, addressing housing needs to be certified by the state. Due to timeline constraints, it's anticipated that any required rezone would be included as a program in the participating jurisdiction's housing element to be completed after adoption.

Fresno COG, as the Council of Governments for the Fresno County region, is acting as the fiscal agent and contract administrator for the sixth cycle multi-jurisdictional housing element. Fresno COG will convene a MJHE Working Group, which will include participating local government staff, to direct and support the overall effort.

Participating jurisdictions will inform Fresno COG by March 1, 2022, whether or not their jurisdiction will participate in the MJHE, and have until April 28, 2022, to provide a signed memorandum of understanding to Fresno COG. Therefore, the proposal should be a scalable bid that may be negotiated between the participating members and consultant.

Proposals shall demonstrate that the firm or team submitting the proposal has a thorough understanding of state housing element law (Government Code Sections 65580-65589.11).

A tentative timeline, scope, and budget for the development of the sixth cycle multi-jurisdictional housing element is provided in Attachment D.

## **I. SCOPE OF WORK**

Described below is a preliminary scope to provide a general outline for the effort. Consultants may propose an alternative structure to the scope of work if opportunities for improvement are identified. The consultant should provide detailed descriptions of each task, subtasks, and corresponding deliverables.

### **Task 1. Project Management and Coordination**

The consultant will work closely with Fresno COG, participating jurisdictions, stakeholders, and HCD to ensure timely delivery and adoption of the sixth cycle housing elements. A MJHE Working Group, made up of local jurisdictions, will be convened prior to the project kick-off. Proposals should recommend a meeting schedule anticipated for the MJHE Working Group and expectations for jurisdictional staff. It's expected that the MJHE Working Group meetings will be virtual, unless the MJHE Working Group directs otherwise.

A project kick-off meeting with the MJHE Working Group is anticipated for May 2022. The consultant will prepare an agenda, PowerPoint, and any other materials for this meeting. The meeting should cover topics including a review of the scope, schedule, community engagement approach, budget, housing element law, and roles and responsibilities of participating jurisdictional staff.

Strategies or practices to ensure clear and timely communication with Fresno COG, jurisdictional staff, and HCD should be described. The consultant will provide monthly progress reports to the Fresno COG.

### **Task 2. Community Engagement**

The consultant will develop a community engagement program that effectively reaches, educates, and engages the community throughout the housing element update. This should include strategies to ensure broad inclusion, particularly of hard-to-reach groups and special needs populations, with special attention given to communicating information so it is accessible, in multiple languages appropriate to the community, and easy to understand.

Outreach is expected to begin early in the process and continue throughout the housing element update. Please discuss options for online engagement as well as in person meetings.

At a minimum outreach should consist of:

- Initial presentation to each City Council and the Board of Supervisors
- Two community meetings per jurisdiction
- At least one stakeholder focus group
- Online/virtual participation opportunities
- Project website

Fresno COG may consider contract amendments for additional request for outreach beyond the scope of this proposal by participating member jurisdictions, to be negotiated and paid for by the requesting jurisdiction.

While the scope of this project does not cover the update to the safety element or addition of an environmental justice element, any outreach and public input that would help support those separate updates are highly encouraged.

### **Task 3. Countywide Housing Element Components**

It's anticipated that there will be countywide components of the MJHE, which would include, but is not limited to, a countywide background report, needs assessment, constraints analysis, and fair housing assessment. There may also be a countywide goals, policies, and programs, as well as regional summary of the sites inventory.

HCD-preapproved data packages for each jurisdiction may be prepared by a consultant under an existing contract under the San Joaquin Valley Regional Early Action Planning (REAP) Grant Program. However, due to timing, Fresno COG is recommending that the data gathering be included in this scope.

### **Task 4. Jurisdiction-Specific Housing Element Components**

An appendix for each jurisdiction will be developed as part of the MJHE. Each appendix should include a local housing needs assessment, local fair housing assessment, analysis of resources, local housing constraints analysis, and local goals, policies, and implementation program.

Each appendix should also include a sites inventory demonstrating how the jurisdiction will satisfy its RHNA in each income category. This includes identifying safe assumptions, evaluating sites, analyzing potential policy strategies to increase site capacity, and demonstrating development viability (per State law).

### **Task 5. Draft Housing Elements and Review**

The consultant will prepare and submit administrative draft housing elements for jurisdictional staff review and feedback. Once edits are complete, the consultant will prepare a draft housing element that is made available to the public and presented to both the Planning Commission and City Council at public hearings. Based on input received, prepare a HCD review draft and submit to HCD for the mandated review. This task will also include any revisions requested by HCD.

### **Task 6. Environmental Compliance**

Prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study and Mitigated Negative Declaration. This should include public posting and noticing for comment.

### **Task 7. Final Documents and Adoption**

The consultant will work closely with HCD and jurisdiction staff to respond to any comments and produce a final draft housing element for adoption. The consultant will prepare for and attend the Planning Commission and City Council public hearings for each jurisdiction. The consultant will prepare the final housing element, including any changes from the public hearings, and submit to the state for certification.

## II. COORDINATION

The consultant will take primary direction from the Fresno COG Project Manager. It is intended that all work will be completed within **twenty-four** months of negotiating a contract in accordance with the schedule component and that the consultant's work will begin immediately upon receiving a notice to proceed.

The selected consultant will best demonstrate the ability to deliver quality work on schedule and in a cost-effective manner, consistent with the tasks and deliverables in this RFP.

File copies of all correspondence, technical memoranda and reports should be delivered to the Fresno COG Project Manager in electronic format.

All data, maps and all other materials prepared or collected under this contract will become the property of Fresno COG. A monthly progress report should be provided to the project manager along with the invoice. The progress report should provide information on the work that has been completed previous month, and the work expected to be conducted in the coming month. A brief summary should be provided each month reporting the progress of each task (percent completion) and whether the task is on schedule and on budget. A monthly meeting/conference call should be held between the consultant and the project manager to discuss the progress of the project and issues that need to be addressed.

## III. PROPOSED SCHEDULE

<b>Activity</b>	<b>Date</b>
Request for Proposals released	Thursday, January 27, 2022
Deadline for submitting questions	Wednesday, February 16, 2022, 4:00 p.m.
Deadline for proposal submittal	Tuesday, March 8, 2022, 4:00 p.m.
Oral interviews/selection process	The Week of March 21, 2022 (Tentatively)
Anticipated Notice to Proceed	Friday, April 29, 2022
Anticipated completion of project	April 2024

## IV. PROPOSAL REQUIREMENTS

Clarity and succinctness are essential and will be considered in assessing the consultant's capabilities. Proposals that show creativity and new ideas will be highly considered. All consultant proposals submitted in response to this request will be screened by a review committee. The committee will determine, through the screening process, which consultants will be invited to make formal presentations and be interviewed by the selection committee. The selection committee reserves the right to make a final selection without an interview.

Proposals must be submitted electronically in PDF format to Meg Prince at [mprince@fresnocog.org](mailto:mprince@fresnocog.org) no later than **Tuesday, March 8, 2022, 4:00 p.m. local time.** Proposals not received by then *will not be considered.*

To simplify the review process and maximize the degree of comparative analysis, the proposal should be organized in the following manner:

**A. Transmittal letter**

The transmittal letter should be signed by an official authorized to bind the consultant contractually and will contain a statement to the effect that the proposal is a firm offer for 90 days. The letter accompanying the proposal will also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the company. The transmittal shall contain a statement of understanding of the RFP.

**B. Table of Contents**

Include identification of the material by section and page number.

**C. Overview**

This section should clearly convey the consultant's understanding of the nature of the work and the general approach to be taken to its performance. This section should include, but not be limited to, a discussion of the purpose of the project, the organization of the project effort, and a summary of the proposed approach.

**D. Detailed Work Plan**

The prospective contractor shall provide a schedule for completing the project within the schedule set forth in this RFP. The schedule shall identify the major tasks to be undertaken and the time frame for each task.

This section should include the following components:

**1. Task Description**

Include a full description of each step to be followed in carrying out the project. The work description should be presented in sufficient detail (tasks, subtasks, etc.) to show a clear understanding of the work and the proposed approach.

**2. Deliverables**

A description of the format, content, and level of detail that can be expected for each deliverable.

**3. Schedule**

A schedule showing the expected sequence of tasks, subtasks, etc. should accompany the work description. Important milestones should be identified on the schedule.

**E. Management Approach**

This section should describe the firm's management approach. If the proposal is a team effort, the distribution of work among the team members should be indicated. Describe the organization of the management, the structure of the work assignments, and any specific features of the management approach that require special explanation. Designate by name the project manager to be employed who will oversee the project. **No substitutions of the identified project manager will be allowed without prior approval of Fresno COG.**

Include the name and qualifications of all professional personnel to be employed, a resume for each professional (included in an appendix), a statement indicating how many hours each professional will be assigned to the contract and what tasks each professional will perform. Staffing assignments should be specific enough to demonstrate understanding of skills required and commitment of proper resources. **The selected**

**consultant will not substitute members of the project team without prior approval of Fresno COG.**

**F. Budget and Billing Format**

A cost analysis of the proposed budget will be done by Fresno COG staff. Under various circumstances the budget could be subject to Preaudit and/or the final cost subject to Post audit by Fresno COG or Caltrans division of Audits and Investigations. The allowability of individual items of cost will be determined by 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq. The Contractor will also be required to comply with Title 2, CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 2 CFR, Part 1201, Uniform Administrative Requirements Costs Principles, and Audit Requirements for Federal Awards. The contractor should have an accounting system capable of segregating direct cost from indirect costs per the above cited regulations. The Contractor and Subcontractors will comply with all applicable laws and maintain books, documents, papers, and accounting records for a period of three years from the date of the final payment.

**1. Method of Payment**

The cost proposal must be prepared consistent with the method of services provided under this agreement and will be reimbursed, by one of, or a combination of the methods below. The proposer must clearly state the method used to prepare the cost proposal.

- Lump Sum payment
- Actual Cost plus Fixed Fee
- Specific Rates of Compensation

Lump Sum proposals will be paid per milestone of completed work or at the end of the contract upon acceptance of the final product. Actual Cost plus Fixed Fee agreements shall be billed at actual payroll costs and include a fixed fee for profit. In agreements reimbursed by Specific Rates of Compensation, billing rates containing a component for profit will be negotiated that will not change during the term of the contract.

**2. Project Budget**

A maximum of \$1,895,000 has been budgeted for consultant services for this project.

In addition to the overall project budget, the consultant should provide a cost estimate for each jurisdiction to participate. The cost to participate can be broken out by the thirteen small cities, the City of Fresno, and the County of Fresno. At this time, the City of Clovis will not participate in the MJHE, but may collaborate on certain countywide components, such as community engagement.

Fresno COG reserves the right to adjust the scope and budget accordingly based on participation of local jurisdictions.

**3. Task Budget**

A schedule of estimated costs to complete each task should add down to the total cost of the project (see Table 1 & 2 "Hypothetical"). The task budget should include a subsidiary breakdown by task of hours and billing rate charges. To ensure a full understanding of the resources committed to the project the schedule should clearly indicate the number of hours key personnel will be used in each task.

#### 4. Budget and Cost Breakdown

The prospective consultant will prepare a detailed cost breakdown for the work to be performed during the project regardless of the method of reimbursement chosen. This will include all tasks required to complete the project including final reports and presentation.

**a. Direct Labor Costs** – A schedule of billing rates and hours worked by employee or category of employee is required of the prime contractor and all subcontractors. Billing rates shall be based on actual pay rates and should cover all costs associated with the employee (salary, benefits, and anticipated cost of living and/or merit increases during the term of the contract). Depending on the individual cost structure, overhead may be applied as a component of the billing rate or applied separately. The proposer should be prepared to validate billing rates with payroll registers, wage agreements, or other payroll documentation.

**b. Overhead Rates** – The overhead rate should include all indirect cost not readily assignable to cost objectives specifically benefited. Typically, an overhead rate is calculated on a company or division wide basis by segregating expenses into direct cost and indirect cost categories and then dividing the indirect costs by a direct cost base such as direct labor to arrive at an overhead rate. The overhead rate is then applied on a contract-by-contract basis to recapture the indirect costs that are not chargeable directly to a final objective such as general and administrative, facilities, equipment, supplies, accounting, maintenance, materials, etc. Some cost structures may be broken into various overhead rates that are applied to different bases. The proposer should be prepared to provide supporting documentation such as prior agreements with government agencies or audits of prior year activities to validate overhead rates structures.

**c. Direct Cost** – Direct costs are those incremental costs that can be identified specifically with a particular final cost objective. Although in some instances direct cost and indirect cost may include similar categories, incremental direct cost attributable to final objectives must be separated and not included in the overhead calculation. All direct cost specifically attributed to the project and not included in the billing rates must be itemized by budget category to be eligible for reimbursement. Once contractually authorized, direct cost budgets may not be substituted without prior written consent of FCOG. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration as specified by the California Department of Transportation's Travel Policy unless written verification is supplied that hotel rates were not then commercially available at the time and location required.

**d. Sub consultant Fees** – Sub consultants must provide the same cost data detail as the prime contractor (see Table I and Table 2).

**e. Fixed Fee** – A fixed fee is calculated as a basis of total direct and indirect costs. The State of California allows a 10% maximum fee.

The hypothetical cost format example given below is to illustrate required components of the cost proposal only and may have to be tailored to fit individual cost structures.

#### HYPOTHETICAL COST ESTIMATE

Table 1.- Direct cost by Task

Cost Items	Task 1	Task 2	Task 3	Total
1. Direct Labor	3,700	17,053	5,502	26,255
2. Overhead (___% of Line 1)	1,480	6,821	2,201	10,502
Total Salary Burden	5,180	23,874	7,703	36,757
3. Direct Expenses				
Telephone/FAX	35	28	15	78
Postage/Shipping	12	8	35	55
Graphics/Printing	11	11	75	97
Travel	350		500	850
Misc.	45	45	45	135
Total Direct Expenses	453	92	670	1,215
4. Subconsultant Fees *	4,244	22,276	2,726	29,246
5. Fixed Fee (___% of Lines 1,2,3)	764	1,524	1,132	3,420
Total	10,640	47,766	12,231	70,638 70,638

Table 2 - Project Task Costs by Key Personnel

Task No. and Description	Key Staff #1	Key Staff #2	Staff Support	Total Hours
Task 1. Establish Parameters	25	75		100
Task 3. Data Collection and Analysis		400	250	650
Task 4. Final Report and Presentation	15	50	175	240
Total Hours	40	525	425	990
Billing Rate	\$75.00	\$44.06	\$25.00	
Memo Total	3,000	23,132	10,625	36,757

\* Subconsultants must provide required cost components found in Tables 1 & 2



#### **G. Insurance requirements**

Without limiting Fresno COG's right to obtain indemnification from the consultant or any third parties, the consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract:

1. Comprehensive general liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name Fresno COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Fresno COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.
2. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident, and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.
3. Professional liability insurance of at least \$1,000,000.
4. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to Fresno COG. The consultant shall provide certification of said insurance to Fresno COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Fresno COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Fresno COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Fresno COG, its officers agents, and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self insurance, maintained by Fresno COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Fresno COG.

In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, Fresno COG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

#### **H. Disadvantaged Business Enterprise (DBE) Certification**

DBE Bidders Listing (Attachment B) must be completed for all contractors and subcontractors regardless of DBE affiliation.

The Fresno COG fully anticipates that it will consistently meet and exceed its adopted DBE overall goal under 49 CFR Part 26 using Race-neutral measures exclusively.

Only DBE firms currently certified per 49 CFR Part 26 will participate as DBEs in our program. Such certification must be issued by Caltrans, FHWA, FTA, DOT, MPO, City, County, or State in accordance with 49 CFR Part 26. All contractors or subcontractors claiming to be a certified DBE must provide a valid DBE certification.

Fresno COG will not deny award to contractors on the basis of DBE participation, who demonstrate that they have used good faith efforts to achieve DBE participation.

Contractors must provide the following information with the initial proposal or before entering into a contractual agreement with Fresno COG:

1. The name, addresses, & phone number of all bidding firms.
2. NAICS code by firm.
3. The dollar amount of participation by each firm.
4. Proof of DBE certification if claimed.
5. Written confirmation named DBE's will participate.
6. If DBE participation is not achieved, evidence of good faith efforts may be required.

Prime contractors are required to maintain records and document payments to all subcontractors for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative on Fresno COG, Caltrans, FHWA, FTA or DOT. This reporting requirement also extends to any certified DBE subcontractor. The contractor shall maintain records showing the name and address of each subcontractor, the date of payment, and total dollar figure paid to each subcontractor.

Fresno COG will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, or local laws.

#### **I. Conflicts of Interest**

The prospective contractor shall disclose any financial, business, or other relationship with Fresno COG that may have an outcome on the selection.

#### **J. Summary of Qualifications**

Proposals shall include a summary of the firm's qualifications, including resumes of assigned staff.

#### **K. Signing of Proposal/Authorization to Negotiate**

The proposal shall be signed by an official authorized to bind the proposer and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address, and telephone number of individuals with authority to negotiate and contractually bind the company.

#### **L. Attachments**

Attachments to be included at the end of the proposal are as follows (as attached herein):

- I. Attachment A: Title VI Assurance
- II. Attachment B: DBE Participation
- III. Attachment C: Budget and Cost Breakdown
- IV. Attachment D: Draft Timeline and Budget

### **V. PROPOSAL SUBMITTAL**

#### **A. Preparation of Proposal**

The proposal shall be formatted in accordance with the requirements specified in *Section III: Proposal Requirements* of this RFP. Proposal forms shall be executed by an authorized signatory as described in *Section III-K: Signing of Proposal/Authorization to Negotiate*. All proposals shall be prepared by and at the expense of the proposer.

## **B. Examination of RFP Document**

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period. The proposer shall also be responsible for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the work in the event the proposer is selected. Failure of the proposer to examine and inform itself in this manner shall be at the proposer's own risk and no relief for error or omission shall be given.

## **C. Submission of Proposal/Period of Acceptance**

Proposals must be submitted electronically via email to Fresno COG no later than **4:00 p.m. local time on March 8, 2022.**

Meg Prince, Senior Regional Planner  
Fresno Council of Governments  
2035 Tulare Street, Suite 201  
Fresno, CA 93721  
[mprince@fresnocog.org](mailto:mprince@fresnocog.org)

All proposals will remain firm for a period of ninety (90) days following the final date for submission. All proposals will become the sole property of Fresno COG and a part of its official records without obligation on the part of Fresno COG.

This RFP is not to be construed as a contract of commitment on the part of Fresno COG. Fresno COG reserves the right to reject all proposals, to seek additional information from each proposer, or to issue another RFP, if deemed appropriate.

**Additionally, Fresno COG reserves the right to adjust the project scope and budget if a jurisdiction does not participate.**

## **D. Modification or Withdrawal of Proposals**

Any proposal received before the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the proposer. To be considered, however, the modified proposal must be received by the proposal due date and time specified previously.

All verbal modifications to these conditions or provisions are ineffective for proposal evaluation purposes. Only written changes issued by proposers to Fresno COG are authorized and binding.

## **E. Rejection of Proposals**

Failure to meet the requirements for the request for proposals will be cause for rejection of the proposal. Fresno COG may reject any proposal if it is conditional, incomplete, or contains irregularities or inordinately high cost rates. Fresno COG may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals document or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

## **VI. CONSULTANT SELECTION**

All consultant proposals submitted in response to this request will be screened by a selection committee. The committee will determine, through the screening process, which consultants will be invited to make formal presentations and be interviewed by the committee. **The selection committee reserves the right to make a final selection without an interview.**

The actual award of the contract will be by the Fresno COG Policy Board. Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded by Fresno COG and executed by the Fresno COG designees.

## **VII. PROPOSER OBJECTIONS**

A proposer may object to any of the terms or provisions set forth in the RFP's Scope of Work or to the selection of a particular proposer on the grounds that Fresno COG's procedures, the provisions of this RFP, or applicable provisions of federal, state, or local law have been violated or inaccurately or inappropriately applied by submitting Fresno COG a written explanation of the basis for the objection. Deadlines for submittal of objections are:

- A. No later than two weeks prior to the date proposals are due, for objections to RFP provisions; or
- B. Within three working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to proposer selection.

If the proposer does not state any objections, Fresno COG will assume that the RFP scope of services are acceptable to the proposer and have been fully factored into its response. If the proposer intends to negotiate with Fresno COG concerning any part of the scope of services that the proposer finds objectionable, the proposer must provide specific language in its response that will address or cure its objections.

## **VIII. FRESNO COG RIGHTS**

Fresno COG may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the work described in this RFP.

Fresno COG reserves the right to:

1. Reject any or all of the proposals if it deems such action is in the public interest;
2. Issue subsequent Requests for Proposals;
3. Cancel the entire Request for Proposal;
4. Remedy technical errors in the Request for Proposals process;
5. Appoint an evaluation committee to review the proposals;
6. Seek the assistance of outside technical experts in proposal evaluation;
7. Approve or disapprove the use of particular subcontractors;
8. Establish a short list of proposers eligible for interviews after review of written proposals;
9. Negotiate with some, all, or none of the respondents to the RFP;
10. Solicit best and final offers from all or some of the proposers;
11. Award a contract to one or more proposers;
12. Accept an offer other than the lowest price offer; and
13. Waive informalities and irregularities in proposals and the bid process.

This RFP does not commit Fresno COG to enter into a contract, nor does it obligate Fresno COG to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. All proposals will be subject to public disclosure as required by the California Public Records Act.

Fresno COG reserves the right to investigate the qualifications of all firms under consideration to confirm any part of the information furnished by a proposer, or to require other evidence of managerial, financial, or other capabilities which are considered necessary for the successful performance of the contract.

#### **IX. RFP QUESTIONS**

All questions on the RFP should be submitted via email by Wednesday, July 8, 2020, 4:00 p.m.to:

Meg Prince, Senior Regional Planner  
Fresno Council of Governments  
[mprince@fresnocog.org](mailto:mprince@fresnocog.org)

All questions and answers will be posted on the Fresno COG website at:

<https://www.fresnocog.org/business-fresno-cog/>.

## **ATTACHMENT A**

### **TITLE VI ASSURANCE**

The Council of Fresno County Governments, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority businesses enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or nation origin in consideration of an award.

## DBE/WBE BIDDERS LISTING

1. All contractors/subcontractors bidding on the project must provide the requested information.
2. Bidders claiming DBE status must attach a copy of a current Certification issued pursuant to 49 CFR Part 26.
3. Bidders claiming DBE status must attach written affirmation that they will participate in the project.
4. Each bidder must designate if Gross Annual Receipts are greater than or equal to \$750,000.

## ATTACHMENT C

### BUDGET AND COST SCHEDULE TEMPLATE

	(Name)		(Name)		(Name)			
	(Role)		(Role)		(Role)			
TASKS	(Hourly Billing Rate)		(Hourly Billing Rate)		(Hourly Billing Rate)		Total Task Hours	Total Task Cost
Task	Hours	Cost	Hours	Cost	Hours	Cost		
Tasks Subtotal								

#### DIRECT COSTS

Direct Cost		Amount
Direct Costs Subtotal		

#### SUBCONSULTANTS

Subconsultants		Total Cost
Subconsultants Subtotal		

PROPOSAL GRAND TOTAL		
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**ATTACHMENT D**

**TENTATIVE TIMELINE AND BUDGET FOR THE  
FRESNO COUNTY SIXTH CYCLE MULTI-JURISDICTIONAL HOUSING ELEMENT**

Tasks	ESTIMATED	2022												2023												2024			
	Total Cost	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
<b>Task 1. Overall Project Management and HCD Coordination</b>	<b>\$ 75,000</b>																												
Project Coordination																													
Deadline for signed MOUs between COG and jurisdictions					28																								
Consultant Procurement																													
Project Kick-Off Meeting																													
<b>Task 2. Community Engagement</b>	<b>\$ 300,000</b>																												
Develop and Initiate Engagement Strategy																													
Brief Council and/or Planning Commission																													
<b>Task 3. Countywide Housing Element Components</b>	<b>\$ 300,000</b>																												
HCD-Approved Data Packets																													
Countywide Background Report (Needs Assessment, Constraints Analysis, AFFH)																													
Countywide Goals, Policies, and Programs																													
Countywide Summary of Sites Inventory																													
<b>Task 4. Jurisdiction-Specific Appendices</b>	<b>\$ 900,000</b>																												
Local Housing Needs Assessment																													
Local Fair Housing Assessment																													
Local Sites Inventory and Analysis of Resources																													
Local Housing Constraints Analysis																													
Local Goals, Policies, and Implementation Program																													
<b>Task 5. Draft Housing Elements and Review</b>	<b>\$ 75,000</b>																												
Administrative Draft Housing Element																													
Public Review Draft Housing Element																													
30-day Public Review, 10-day Review Period																													
Public Hearings																													
90-day HCD Review of Draft																													
Coordination with HCD and revisions to draft																													
<b>Task 6. Environmental Compliance</b>	<b>\$ 170,000</b>																												
CEQA Compliance (MND)																													
<b>Task 7. Final Documents and Adoption</b>	<b>\$ 75,000</b>																												
Complete Housing Element																													
Hold adoption public hearings prior to submittal to HCD for certification																													
Submit for State certification																													
Statutory Deadline and 120-Day Grace Period																													
<b>PROJECT TOTAL</b>	<b>\$ 1,895,000</b>																												

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79073	03/10/22	Printed	A&S PUMP SERVICE	RINGO PARK PUMP		763.00
79074	03/10/22	Printed	AT&T	PD FIRE ALARM		202.84
79075	03/10/22	Printed	KAYCEE BAUER	VOCALS -LITTLE MERMAID		400.00
79076	03/10/22	Printed	JAY WESLEY BROCK / TOP DOG TRAINING	K9 MAINTENANCE 2/21/22		180.00
79077	03/10/22	Printed	GONZALO CARRASCO	SEXUAL ASSAULT/DV FOR FIRST RESPONDERS TRAINING 3/7-3/8/22	R	22.00
79078	03/10/22	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		1,009.91
79079	03/10/22	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		190.92
79080	03/10/22	Printed	CENTRAL VALLEY LOCK & SAFE INC	PIONEER VILLAGE RESTROOM LOCK & ART CENTER DOOR REPAIR		664.12
79081	03/10/22	Printed	CITY OF SELMA	REPLENISH PETTY CASH -CH		91.83
79082	03/10/22	Printed	COMMUNITY MEDICAL CENTER	BLOOD DRAWS -FD JAN 22		175.00
79083	03/10/22	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -FEB 2022		481.25
79084	03/10/22	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-FEB 22		500.90
79085	03/10/22	Printed	DATAPATH LLC	WIRELESS BRIDGE -CH TO FD		2,570.86
79086	03/10/22	Printed	DATAPATH LLC	CABLE INSTALL TO DCM OFFICE		1,598.14
79087	03/10/22	Printed	DATAPATH LLC	MONITORS AND COMPUTERS		3,856.54
79088	03/10/22	Printed	DATAPATH LLC	NETCARE/ON SITE SUPPORT-MAR 22		9,100.00
79089	03/10/22	Printed	DATAPATH LLC	LAPTOP -DCM		1,209.35
79090	03/10/22	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS -FEB 2022		64.00
79091	03/10/22	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS -FEB 2022		128.00
79092	03/10/22	Printed	DEPARTMENT OF TRANSPORTATION	OPERATIONAL ANALYSIS DEPOSIT		5,000.00
79093	03/10/22	Printed	DINUBA FIRE DEPARTMENT	ADMIN CHARGES FOR FIRE MED		313.39
79094	03/10/22	Printed	JOEL A FEDOR / FEDOR PLUMBING	CLEANED OUT FLOOR DRAINS CITY YARD		250.00
79095	03/10/22	Printed	MARICELA FLORES	PD TICKET SIGN OFF -REIMB.	R	30.00
79096	03/10/22	Printed	FORTNERS AUTO SERV & TOWING	EVIDENCE -CASE# 22-1015		412.50
79097	03/10/22	Printed	FRESNO COUNTY FIRE	LETTERING FOR AMBULANCE		784.54
79098	03/10/22	Printed	FRESNO COUNTY TAX COLLECTOR	PROPERTY TAX 2021/2022		3,950.89
79099	03/10/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		56.00
79100	03/10/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		163.67
79101	03/10/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		124.10
79102	03/10/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		79.06
79103	03/10/22	Printed	DONOVAN FULLNER	GYM MEMBERSHIP REIMBURSEMENT		200.00
79104	03/10/22	Printed	GCS ENVIRONMENTAL EQUIPMENT	PARTS -FLEET		80.49
79105	03/10/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 1/26/22		2,899.70
79106	03/10/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 2/2/22		2,549.55
79107	03/10/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 2/9/22		3,131.45
79108	03/10/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 2/16/22		1,069.70
79109	03/10/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 2/23/22		1,173.50
79110	03/10/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 3/2/22		2,302.52
79111	03/10/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -MARCH 22		820.61
79112	03/10/22	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICE -PD		150.00
79113	03/10/22	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICE -FD		129.00
79114	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		2,516.10
79115	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		129.94
79116	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1.31
79117	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		32.82
79118	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		62.12
79119	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		71.07
79120	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		110.30
79121	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		175.40
79122	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		131.67
79123	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		814.71
79124	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		95.62
79125	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		9.19
79126	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		89.25
79127	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		156.49

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79128	03/10/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		2.68
79129	03/10/22	Printed	RAUL R HERRERA JR / ECN POLYGRAPH & INVESTIGATIONS	POLYGRAPH SERVICES 2/10/22		400.00
79130	03/10/22	Printed	RAUL R HERRERA JR / ECN POLYGRAPH & INVESTIGATIONS	POLYGRAPH SERVICES 11/24/21		200.00
79131	03/10/22	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT -MAR 2022		446.00
79132	03/10/22	Printed	BRENT JENSEN	EMT RECERT. REIMBURSEMENT		298.00
79133	03/10/22	Printed	JORGENSEN & COMPANY	INSTRUMENT CALIBRATION -FD		224.84
79134	03/10/22	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB -MAR 22		1,401.18
79135	03/10/22	Printed	KENT M KAWOGOE, PHD	PRE-EMPLOYMENT PSYCHOLOGICAL EXAMS		1,350.00
79136	03/10/22	Printed	KAITLIN KIRBY	STAGE MANAGEMENT FOR SPONGEBOB THE MUSICAL		363.24
79137	03/10/22	Printed	KOEFRAN INDUSTRIES, INC.	EMPTY ANIMAL CONTROL FREEZER		163.86
79138	03/10/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -GENERAL OCT 2021		69.50
79139	03/10/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -APPEAL OCT 2021		2,156.00
79140	03/10/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -WRIT OCT 2021		75.00
79141	03/10/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -ERMA DEC 2021		368.00
79142	03/10/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -WRIT NOV 2021		150.00
79143	03/10/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -ERMA NOV 2021		624.00
79144	03/10/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -ERMA NOV 2021		2,728.00
79145	03/10/22	Printed	SUZETTE LUGO	CPR & PARAMEDIC CLASSES REIMB.		351.00
79146	03/10/22	Printed	SUZETTE LUGO	NATIONAL REG.CCCEMSA & ACLS LIC		344.00
79147	03/10/22	Printed	SERGIO MALDONADO	SEXUAL ASSAULT/DV FOR FIRST RESPONDERS TRAINING 3/7-3/8/22	R	22.00
79148	03/10/22	Printed	CHRISTINA MCCOLLAM-MARTINEZ	LIGHTING DESIGN FOR SPONGEBOB		400.00
79149	03/10/22	Printed	METRO UNIFORM	PD REVOLVING ACCT	R	243.80
79150	03/10/22	Printed	METRO UNIFORM	BALLISTIC VEST		1,003.39
79151	03/10/22	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		32.79
79152	03/10/22	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		68.33
79153	03/10/22	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		59.50
79154	03/10/22	Printed	PG&E	UTILITIES -FEBRUARY 2022		3,852.85
79155	03/10/22	Printed	PG&E	UTILITIES -FEBRUARY 2022		198.68
79156	03/10/22	Printed	PG&E	UTILITIES -FEBRUARY 2022		26,903.77
79157	03/10/22	Printed	PG&E	UTILITIES -FEBRUARY 2022		16,367.06
79158	03/10/22	Printed	PG&E	UTILITIES -JANUARY 2022		5.39
79159	03/10/22	Printed	PG&E	UTILITIES -FEBRUARY 2022		485.12
79160	03/10/22	Printed	DANIEL RAGATZ	CLASS B DMV MEDICAL REIMB		79.00
79161	03/10/22	Printed	ROSENBALM ROCKERY	INFIELD MIX -SHAFER PARK		569.36
79162	03/10/22	Printed	SANTA MARIA CALIFORNIA NEWS	EMPLOYMENT ADS -PW		350.00
79163	03/10/22	Printed	SANTA MARIA CALIFORNIA NEWS	NOTICE -REDISTRICTING PH		89.28
79164	03/10/22	Printed	SANTA MARIA CALIFORNIA NEWS	SERVICE CHARGE		19.09
79165	03/10/22	Printed	SELMA UNIFIED	FIREWORKS SUSL STADIUM 2021		650.00
79166	03/10/22	Printed	SELMA UNIFIED	FIREWORKS SUSL STADIUM 2022		650.00
79167	03/10/22	Printed	SELMA UNIFIED	FUEL -JANUARY 2022		20,073.13
79168	03/10/22	Printed	SEQUOIA SAFETY COUNCIL, INC.	AMBULANCE OVERPAYMENT REIMB		75.00
79169	03/10/22	Printed	TRISHA R STARR	COSTUMES -LITTLE MERMAID JR		163.49
79170	03/10/22	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -FEB 22		2,224.96
79171	03/10/22	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -MAR 22		2,110.44
79172	03/10/22	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE -MAR 22		4,500.00
79173	03/10/22	Printed	THE DANCING SCHOOL	NUTTY NUTCRACKER TICKETS REIMB		7,320.00
79174	03/10/22	Printed	THOMAS J O'LAUGHLIN MD INC.	PURCHASE OF NARCOTICS REIMB. - AMBULANCE		99.18
79175	03/10/22	Printed	THOMAS J O'LAUGHLIN MD INC.	MEDICAL DIRECTOR -FEB 2022		500.00
79176	03/10/22	Printed	THOMAS J O'LAUGHLIN MD INC.	MEDICAL DIRECTOR -JAN 2022		500.00
79177	03/10/22	Printed	THOMAS J O'LAUGHLIN MD INC.	MEDICAL DIRECTOR -MARCH 2022		500.00
79178	03/10/22	Printed	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE AGREEMENT		5,751.62
79179	03/10/22	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 1/25-2/22/22	PARTIAL R	158,022.59
79180	03/10/22	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASE -MAR 22		2,201.72

**CHECK REGISTER REPORT**

<b>CHECK NUMBER</b>	<b>CHECK DATE</b>	<b>STATUS</b>	<b>VENDOR NAME</b>	<b>CHECK DESCRIPTION</b>	<b>CATEGORY</b>	<b>AMOUNT</b>
79181	03/10/22	Printed	UNITY IT	MDT MANAGED SERVICES -JAN 22		4,106.50
79182	03/10/22	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION -CH		20.00
79183	03/10/22	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION -PD		40.00
79184	03/10/22	Printed	VERIZON WIRELESS	AIRCARDS 1/19/22-2/18/22		809.98
79185	03/10/22	Printed	JAMES WALLACE	SENIOR TRIPS REFUND	R	130.00
79186	03/10/22	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE -FEBRUARY 2022		124,220.87
79187	03/10/22	Printed	ANTHONY YANNI	SEXUAL ASSAULT/DV FOR FIRST RESPONDERS TRAINING 3/7-3/8/22	R	22.00
<b>TOTAL</b>						<b>450,431.44</b>

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

# US BANK INVOICE FOR CALCARD CHARGES: 1/25/22-2/22/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ANTHONY RIVAS	1/25/2022	AMAZON	CAMERA BATTERIES	100-2550-600.250.000	13.06
ANTHONY RIVAS	1/26/2022	AMAZON	KEY FOB FOR PREV 110	100-2550-600.250.000	11.98
ANTHONY RIVAS	2/4/2022	AMAZON	WIRELESS KEYBOARDS	100-2550-600.250.000	65.06
ANTHONY RIVAS	2/7/2022	THE HOME DEPOT	STRETCH WRAP	100-2550-600.250.000	29.27
ANTHONY RIVAS	2/9/2022	WAL-MART	MINI BLINDS / CLEANING SUPPLIES	100-2550-600.250.000	21.59
ANTHONY RIVAS	2/17/2022	AMAZON	IPAD CHARGE CORDS FOR PREV 110	100-2550-600.250.000	13.01
CALEB GARCIA	1/24/2022	CHEVRON, FOWLER CA	FUEL-ACT	269-2100-600.257.000	71.12
CALEB GARCIA	1/27/2022	R S CHEAPER, FRESNO CA	FUEL-ACT	269-2100-600.257.000	76.34
CALEB GARCIA	2/2/2022	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	78.67
CALEB GARCIA	2/9/2022	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	67.60
CALEB GARCIA	2/15/2022	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	75.53
CASSY FAIN	1/25/2022	JOCY'S MEXICAN RESTAURANT	WORK LUNCH	100-2200-600.250.000	17.92
CASSY FAIN	1/27/2022	BEST WESTERN ROSEVILLE	TRAINING (EVOC)	100-2200-610.915.000	215.18
CASSY FAIN	1/28/2022	76 GAS STATION	FUEL -TRAINING	701-9200-600.257.000	72.43
CASSY FAIN	2/10/2022	CHEVRON	FUEL FOR PATROL CAR	701-9200-600.257.000	40.01
CITY OF SELMA FIRE QRT MST	1/27/2022	WPSG, INC.	HELMET SHIELDS	100-2525-600.476.000	309.24
CITY OF SELMA SNG RES 1	2/3/2022	THE HOME DEPOT	STATION 1 SUPPLIES	100-2525-600.250.000	600.92
CITY OF SELMA SNG RES 1	2/3/2022	THE HOME DEPOT	STATION 2 SUPPLIES	100-2525-600.250.000	21.28
CITY OF SELMA STATION 1	1/26/2022	WM SUPERCENTER	CLEANING SUPPLIES	100-2525-600.250.000	20.25
CITY OF SELMA STATION 1	1/30/2022	THE HOME DEPOT	WATER	100-2525-600.250.000	30.24
CITY OF SELMA STATION 1	2/1/2022	MIRROR FINISH POLISH	CLEANING SUPPLIES	100-2525-600.250.000	57.60
CITY OF SELMA STATION 1	2/8/2022	THE HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	150.57
CITY OF SELMA STATION 1	2/13/2022	THE HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	48.65
CITY OF SELMA STATION 1	2/19/2022	THE HOME DEPOT	FUEL FOR SAWS & PAINT FOR STATION	100-2525-600.250.000	98.35
CITY OF SELMA STATION 2	1/24/2022	THE HOME DEPOT	WEED KILLER	100-2525-600.250.000	28.71
CITY OF SELMA STATION 2	1/25/2022	O'REILLY AUTO PARTS	CAR WASH BRUSHES, BUCKET, SOAP	100-2525-600.250.000	57.98
CITY OF SELMA STATION 2	1/27/2022	THE HOME DEPOT	HEAD / BLADE FOR WEED EATER	100-2525-600.375.000	49.70
CITY OF SELMA STATION 2	1/28/2022	ELM AVE FEED	RAT BAIT	100-2525-600.250.000	47.71
CITY OF SELMA STATION 2	1/29/2022	THE HOME DEPOT	KITCHEN COUNTER JIG SAW	100-2525-600.250.000	358.51
CITY OF SELMA STATION 2	1/30/2022	THE HOME DEPOT	KITCHEN SINK CLIPS	100-2525-600.250.000	4.32
CITY OF SELMA STATION 2	1/30/2022	THE HOME DEPOT	KITCHEN COUNTER OIL / BRUSH	100-2525-600.250.000	32.14
CITY OF SELMA STATION 2	1/30/2022	THE HOME DEPOT	DISHWASHER PARTS	100-2525-600.250.000	6.26
CITY OF SELMA STATION 2	2/5/2022	THE HOME DEPOT	SHEET ROCK FOR KITCHEN	100-2525-600.250.000	11.61
CITY OF SELMA STATION 2	2/11/2022	THE HOME DEPOT	KITCHEN LIGHT, DRYWALL, SCREWS, PROPANE FOR TRAINING TOWER	100-2525-600.250.000	176.07
CITY OF SELMA TRAINING DIV	2/1/2022	NELSON'S ACE HARDWARE	STATION 3 SUPPLIES	100-2525-600.250.000	39.04
CITY OF SELMA TRAINING DIV	2/2/2022	PAYPAL- CAL TRAINING	FRESNO TRAINING SYMPOSIUM	100-2525-610.915.000	1,701.00
CITY OF SELMA TRAINING DIV	2/11/2022	WM SUPERCENTER	WATER	100-2525-600.250.000	25.99
CITY OF SELMA TRAINING DIV	2/16/2022	NELSON'S ACE HARDWARE	STATION 3 SUPPLIES	100-2525-600.250.000	5.62
CITY OF SELMA TRAINING DIV	2/16/2022	NELSON'S ACE HARDWARE	STATION 3 SUPPLIES	100-2525-600.250.000	1.70
CITY OF SELMA TRAINING DIV	2/16/2022	THE HOME DEPOT	STATION 3 SUPPLIES	100-2525-600.250.000	152.68
CITY OF SELMA TRAINING DIV	2/18/2022	FED EX OFFICE	TRAINING (EVOC)	100-2525-600.915.000	75.63
DEBBIE GOMEZ	1/11/2022	AMAZON	PLUG IN FRESHENERS	100-2100-600.250.000	13.33
DEBBIE GOMEZ	1/24/2022	AMAZON	FACE MASKS N95	100-2200-600.250.000	465.90
DEBBIE GOMEZ	1/24/2022	AMAZON	FACE MASKS N95	100-2200-600.250.000	196.56
DEBBIE GOMEZ	1/24/2022	AMAZON	COVID RAPID TESTS	100-2200-600.250.000	198.14
DEBBIE GOMEZ	1/26/2022	OFFICE SUPPLY	WALL FILES, TONER, CATALOG ENVELOPE, GLUE ST	100-2100-600.250.000	429.93
DEBBIE GOMEZ	1/27/2022	AMAZON	PRINTER (RECORDS)	100-2100-600.250.000	108.46

# US BANK INVOICE FOR CALCARD CHARGES: 1/25/22-2/22/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
DEBBIE GOMEZ	1/28/2022	AMAZON	COVID RAPID TESTS	100-2200-600.250.000	390.00
DEBBIE GOMEZ	2/1/2022	AMAZON	COVID RAPID TESTS (FOR FIRE DEPARTMENT)	100-2525-600.250.000	390.00
DEBBIE GOMEZ	2/3/2022	AMAZON	FACE MASKS N95, DRY ICE FOR SHIPPING	100-2200-600.250.000	153.68
DEBBIE GOMEZ	2/3/2022	AMAZON	INSULATED FOAM SHIPPER (CASE # 19-8114)	100-2100-600.250.000	42.52
DEBBIE GOMEZ	2/4/2022	CALIFORNIA ASSOCIATION OF PROPERTY AND EVIDENCE (CAPE)	MEMBERSHIP DUES	100-2100-610.900.000	50.00
DEBBIE GOMEZ	2/4/2022	AMAZON	FACE MASKS N95	100-2200-600.250.000	455.40
DEBBIE GOMEZ	2/10/2022	UNITED STATES POSTAL SERVICE	MAIL PACKAGES (DOJ & SAN RAMON PD)	100-2100-600.120.000	17.15
DEBBIE GOMEZ	2/15/2022	FEDEX	EVIDENCE TO SAN BERNARDINO PD (19-8114)	100-2100-600.120.000	143.42
DEBBIE GOMEZ	2/16/2022	GALLS	DUTY BELT ON BACKORDER	100-2200-600.250.000	47.20
DEBBIE GOMEZ	2/21/2022	ALTERNATE FORCE	GSR COLLECTION KITS	100-2200-600.250.000	87.00
EMS DIVISION 550	1/26/2022	WAL-MART SUPERCENTER	SUPPLIES	100-2525-600.250.000	76.97
EMS DIVISION 551	2/12/2022	THE HOME DEPOT	LED LIGHTS	100-2525-600.250.000	90.26
EMS DIVISION 553	2/2/2022	THE HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	10.78
EMS DIVISION 553	2/3/2022	WM SUPERCENTER	STATION SUPPLIES	100-2525-600.250.000	27.02
EMS DIVISION 553	2/16/2022	PHILLIPS 66	FUEL	701-9200-600.257.000	69.63
EMS DIVISION 553	2/19/2022	THE HOME DEPOT	STOCKROOM LIGHTS	100-2525-600.250.000	19.86
EMS DIVISION 553	2/21/2022	76 CAL FRESNO OIL	FUEL	701-9200-600.257.000	64.49
FABIAN URESTI	1/28/2022	AMAZON	EQUIPMENT	100-2550-600.250.000	82.42
FABIAN URESTI	1/28/2022	FOUR SEASONS CHINESE	MEETING WITH MEDICAL DIRECTOR	100-2525-600.250.000	38.00
FABIAN URESTI	1/28/2022	CDW GOVT	MS SURFACE PRO FOR NEW AMBULANCE	295-2500-700.200.000	1,467.55
FABIAN URESTI	1/30/2022	AMAZON	COVID-PPE FOR CITY HALL	100-1600-600.250.000	231.00
FERNANDO SANTILLAN	01/26/22	HOME DEPOT	CVTC SUPPLIES -REIMB	274-1600-600.250.000	391.56
FERNANDO SANTILLAN	02/01/22	RUBBER STAMP WAREHOUSE	SUPPLIES -DATE SAMP BLDG DEPT	100-1600-600.100.000	64.90
FERNANDO SANTILLAN	2/11/2022	ESRI	ANNUAL GIS SUBSCRIPTION	100-3100-600.400.000	3,350.00
GEORGE SIPIN	1/24/2022	CRUZ INDUSTRIAL TRUCK, INC	AIR BAG - STOCK	603-5500-600.256.000	314.94
GEORGE SIPIN	1/24/2022	NAPA AUTO PARTS	SHOCKS-STOCK	603-5500-600.256.000	440.77
GEORGE SIPIN	1/24/2022	HOME DEPOT	ROUND UP/SPRAYER	603-5500-600.250.000	135.43
GEORGE SIPIN	1/25/2022	O'REILLY AUTO PARTS	CAPSULE (CREDIT)	603-5500-600.256.000	(4.86)
GEORGE SIPIN	1/25/2022	LIBERTY CHEVROLET	REPLACED FUSE/ADJUSTED TIRE PRESSURE-RT#178	603-5500-600.400.000	190.00
GEORGE SIPIN	1/25/2022	O'REILLY AUTO PARTS	BATTERIES - STOCK	603-5500-600.256.000	526.04
GEORGE SIPIN	1/25/2022	O'REILLY AUTO PARTS	CAPSULE - STOCK	603-5500-600.256.000	4.86
GEORGE SIPIN	1/25/2022	O'REILLY AUTO PARTS	CAPSULE - STOCK	603-5500-600.256.000	10.16
GEORGE SIPIN	1/25/2022	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,980.64
GEORGE SIPIN	1/26/2022	O'REILLY AUTO PARTS	BATTERIES/FILTERS/ANTIFREEZE	603-5500-600.256.000	1,757.57
GEORGE SIPIN	1/27/2022	O'REILLY AUTO PARTS	CORE RETURN	603-5500-600.256.000	(44.00)
GEORGE SIPIN	1/27/2022	ALL STAR GLASS	WINDSHIELD - RT #154	603-5500-600.256.000	252.31
GEORGE SIPIN	1/27/2022	FLEET PRIDE	HOSE ADAPTORS - STOCK	603-5500-600.256.000	1,762.04
GEORGE SIPIN	1/28/2022	CRUZ INDUSTRIAL TRUCK, INC	AIR BAG - STOCK	603-5500-600.256.000	(314.94)
GEORGE SIPIN	1/31/2022	MICHAEL AUTOMOTIVE CENTER	MUFFLERS - STOCK	603-5500-600.256.000	1,367.22
GEORGE SIPIN	1/31/2022	MICHAEL AUTOMOTIVE CENTER	MUFFLERS - STOCK	603-5500-600.256.000	1,367.22
GEORGE SIPIN	1/31/2022	KINGSBURG SINCLAIR	PROPANE FOR SHOP HEATERS	603-5500-600.250.000	214.79
GEORGE SIPIN	2/1/2022	O'REILLY AUTO PARTS	COOLANT - STOCK	603-5500-600.250.000	1,169.34
GEORGE SIPIN	2/2/2022	O'REILLY AUTO PARTS	30LB FREON	603-5500-600.250.000	292.87
GEORGE SIPIN	2/2/2022	O'REILLY AUTO PARTS	BATTERY	603-5500-600.256.000	263.02
GEORGE SIPIN	2/2/2022	SAFETY-KLEEN	WASTE OIL FILTERS - STOCK	603-5500-600.256.000	129.80
GEORGE SIPIN	2/2/2022	OFFICE DEPOT	OFFICE SUPPLIES	603-5500-600.250.000	92.68

# US BANK INVOICE FOR CALCARD CHARGES: 1/25/22-2/22/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	2/2/2022	WALMART	CLEANING SUPPLIES	603-5500-600.250.000	41.43
GEORGE SIPIN	2/2/2022	NATIONAL PRODUCTS INC	TABLET MOUNTS FOR FLEET	603-5500-600.250.000	2,386.39
GEORGE SIPIN	2/2/2022	MICHAEL AUTOMOTIVE CENTER	HOSES - STOCK	603-5500-600.256.000	114.07
GEORGE SIPIN	2/2/2022	MICHAEL AUTOMOTIVE CENTER	FUEL PUMP MODULES - STOCK	603-5500-600.256.000	1,270.82
GEORGE SIPIN	2/4/2022	O'REILLY AUTO PARTS	CORE RETURN	603-5500-600.256.000	(44.00)
GEORGE SIPIN	2/4/2022	O'REILLY AUTO PARTS	OIL DRAIN PLUGS/CAPSULES-STOCK	603-5500-600.256.000	59.21
GEORGE SIPIN	2/4/2022	SAUNDERS AUTOMOTIVE SERVICE	INSTALLED NEW TCM - RT#131	603-5500-600.400.000	1,253.08
GEORGE SIPIN	2/7/2022	O'REILLY AUTO PARTS	CORE RETURNS	603-5500-600.256.000	(44.00)
GEORGE SIPIN	2/7/2022	LES SCHWAB TIRES	4 WHEEL ALIGNMENT - RT#165	603-5500-600.400.000	85.00
GEORGE SIPIN	2/8/2022	O'REILLY AUTO PARTS	OIL FILTERS/RELAYS - STOCK	603-5500-600.256.000	123.68
GEORGE SIPIN	2/9/2022	O'REILLY AUTO PARTS	FUEL FILTERS - STOCK	603-5500-600.256.000	38.18
GEORGE SIPIN	2/10/2022	AMAZON	TOOL KIT FOR TABLET REPAIR	603-5500-600.250.000	142.08
GEORGE SIPIN	2/11/2022	O'REILLY AUTO PARTS	MICRO V BELT, FLEET RUNNER-STOCK	603-5500-600.256.000	647.15
GEORGE SIPIN	2/11/2022	O'REILLY AUTO PARTS	BATTERY TERMINAL ENDS	603-5500-600.256.000	45.49
GEORGE SIPIN	2/11/2022	GRAINGER	LINK FOR W/C RAMP FOR EL DORADO	603-5500-600.256.000	8.90
GEORGE SIPIN	2/14/2022	RAMON'S TIRE & AUTO SERVICE	REPAIR FLAT TIRE -RT#177	603-5500-600.400.000	30.00
GEORGE SIPIN	2/14/2022	O'REILLY AUTO PARTS	GEAR OIL/GEAR LUBE-STOCK	603-5500-600.256.000	643.22
GEORGE SIPIN	2/14/2022	O'REILLY AUTO PARTS	FACE MASKS	603-5500-600.250.000	253.77
GEORGE SIPIN	2/15/2022	O'REILLY AUTO PARTS	POWER STEERING PUMP - RT#143	603-5500-600.256.000	98.40
GEORGE SIPIN	2/15/2022	O'REILLY AUTO PARTS	PADS/ROTORS/FILTERS/BELTS-STOCK	603-5500-600.256.000	222.83
GEORGE SIPIN	2/15/2022	JORGENSEN COMPANY	FIRE EXTINGUISHER ANNUAL INSPECTION	603-5500-600.400.000	558.37
GEORGE SIPIN	2/16/2022	O'REILLY AUTO PARTS	POWER STEERING PUMP (CREDIT)	603-5500-600.256.000	(98.40)
GEORGE SIPIN	2/16/2022	O'REILLY AUTO PARTS	PADS/ROTORS-RT#145	603-5500-600.256.000	225.88
GEORGE SIPIN	2/16/2022	O'REILLY AUTO PARTS	POWER STEERING PUMP - RT#143	603-5500-600.256.000	169.88
GEORGE SIPIN	2/16/2022	O'REILLY AUTO PARTS	CAR WASH	603-5500-600.250.000	55.05
GEORGE SIPIN	2/16/2022	O'REILLY AUTO PARTS	30lb FREON	603-5500-600.250.000	314.57
GEORGE SIPIN	2/16/2022	LIBERTY CHEVROLET	SERVICED STEERING WHEEL COIL	603-5500-600.400.000	871.83
GEORGE SIPIN	2/17/2022	WALMART	SANITARY & OFFICE SUPPLIES	603-5500-600.250.000	153.88
GEORGE SIPIN	2/17/2022	POWER TRANSMISSION & SUPPORT	CABLES FOR EL DORADO RAMPS-STOCK	603-5500-600.256.000	59.42
GEORGE SIPIN	2/17/2022	NAPA AUTO PARTS	CONTROL ARMS W/BALL JOINTS-STOCK	603-5500-600.256.000	866.75
GEORGE SIPIN	2/17/2022	HOME DEPOT	DETAILING SUPPLIES	603-5500-600.250.000	55.37
GEORGE SIPIN	2/18/2022	NAPA AUTO PARTS	WHITE MARKERS (CREDIT)	603-5500-600.250.000	(58.25)
GEORGE SIPIN	2/18/2022	NAPA AUTO PARTS	METAL MARKERS	603-5500-600.250.000	84.56
GEORGE SIPIN	2/18/2022	LES SCHWAB TIRES	INSTALL NEW TIRES - RT#136	603-5500-600.400.000	3,601.79
JOHNNIE CERDA	2/4/2022	METRO UNIFORM	K9 UNIFORM PATCHES	100-2200-600.400.000	268.48
KELLI TELLEZ	2/2/2022	AMAZON	OFFICE SUPPLIES	100-1600-600.250.000	29.25
MIKAL KIRCHNER	1/25/2022	WAL-MART	SR. CENTER SUPPLIES/CONCESSION	100-4200-600.250.000	59.30
MIKAL KIRCHNER	2/3/2022	NELSON'S ACE HARDWARE	SR. CENTER KITCHEN SINK REPAIRS	100-4500-600.250.000	69.14
MIKAL KIRCHNER	2/7/2022	AMAZON	BALL FIELD 6' X 6' FIELD DRAG	100-4700-600.250.000	337.30
MIKAL KIRCHNER	2/9/2022	CHINA GARDEN	SR. CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	591.89
NESTOR GALVAN	1/24/2022	O'REILLY AUTO PARTS	WEATHERTECH	701-9200-600.256.000	137.28
NESTOR GALVAN	1/26/2022	O'REILLY AUTO PARTS	TENSIONER	701-9200-600.256.000	77.08
NESTOR GALVAN	1/26/2022	O'REILLY AUTO PARTS	DEF	701-9200-600.256.000	91.05
NESTOR GALVAN	1/26/2022	FAST UNDERCAR	ROTORS & PADS FOR UNIT 184	701-9200-600.256.000	503.21
NESTOR GALVAN	1/26/2022	FAST UNDERCAR	POLICE PAD	701-9200-600.256.000	86.59
NESTOR GALVAN	1/26/2022	THE MOWERS EDGE	2 CYCLE FUEL	701-9200-600.250.000	952.40
NESTOR GALVAN	1/27/2022	O'REILLY AUTO PARTS	CABIN FILTER (CREDIT FOR PURCHASE)	701-9200-600.256.000	(22.65)

# US BANK INVOICE FOR CALCARD CHARGES: 1/25/22-2/22/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	1/27/2022	O'REILLY AUTO PARTS	AIR FILTER, CABIN FILTER, OIL FILTER	701-9200-600.256.000	31.32
NESTOR GALVAN	1/27/2022	NAPA AUTO PARTS	HARDWARE KIT & BLADES	701-9200-600.256.000	375.14
NESTOR GALVAN	1/27/2022	NAPA AUTO PARTS	5W40 OIL	701-9200-600.254.000	286.24
NESTOR GALVAN	1/27/2022	NAPA AUTO PARTS	AIR FILTER FOR UNIT 1007	701-9200-600.256.000	7.52
NESTOR GALVAN	1/27/2022	SWANSON FAHRNEY FORD	BRAKE INSPECTION AND REPAIR	701-9200-600.375.000	1,766.15
NESTOR GALVAN	1/31/2022	SELMA LES SCHWAB TIRE	SERVICE CALL	701-9200-600.375.000	59.99
NESTOR GALVAN	1/31/2022	SELMA LES SCHWAB TIRE	REPUTATION, WHEEL SPIN BALANCE, & SENSOR KIT	701-9200-600.375.000	145.45
NESTOR GALVAN	1/31/2022	FAHRNEY BUICK GMC	MIRROR	701-9200-600.256.000	457.97
NESTOR GALVAN	2/1/2022	O'REILLY AUTO PARTS	MANIFOLD SET	701-9200-600.256.000	15.83
NESTOR GALVAN	2/1/2022	LIBERTY CHEVROLET	MULTI-POINT INSPECTION	701-9200-600.375.000	534.65
NESTOR GALVAN	2/1/2022	SWANSON FAHRNEY FORD	PARTS	701-9200-600.256.000	83.16
NESTOR GALVAN	2/2/2022	FORTNER'S AUTO SERVICE	TOW SERVICE	701-9200-600.458.000	166.00
NESTOR GALVAN	2/2/2022	O'REILLY AUTO PARTS	AIR FILTERS, OIL FILTERS, BRAKE PADS, ROTORS	701-9200-600.256.000	247.58
NESTOR GALVAN	2/2/2022	O'REILLY AUTO PARTS	BATTERY, CORE CHARGE, BATTERY FEE	701-9200-600.256.000	11.33
NESTOR GALVAN	2/2/2022	O'REILLY AUTO PARTS	WATER PUMP, COOLANT HOSE	701-9200-600.256.000	172.52
NESTOR GALVAN	2/2/2022	O'REILLY AUTO PARTS	BELT AND BLADES	701-9200-600.256.000	49.38
NESTOR GALVAN	2/2/2022	O'REILLY AUTO PARTS	RAZOR BLADE	701-9200-600.250.000	18.43
NESTOR GALVAN	2/3/2022	O'REILLY AUTO PARTS	MUFFLER CLAMP	701-9200-600.256.000	46.34
NESTOR GALVAN	2/4/2022	NAPA AUTO PARTS	PRESSURE PROTECTANT	701-9200-600.256.000	38.26
NESTOR GALVAN	2/4/2022	NAPA AUTO PARTS	TRACS BILLING	701-9200-600.375.000	676.00
NESTOR GALVAN	2/4/2022	O'REILLY AUTO PARTS	ANTIFREEZE	701-9200-600.250.000	253.70
NESTOR GALVAN	2/4/2022	SAFETY KLEEN	OIL RECYCLING	701-9200-600.400.000	527.24
NESTOR GALVAN	2/5/2022	CAMACHO TIRES	TIRE REPAIR	701-9200-600.255.000	25.00
NESTOR GALVAN	2/7/2022	O'REILLY AUTO PARTS	CLIMATE CONTROL & MULTI SW	701-9200-600.256.000	342.73
NESTOR GALVAN	2/7/2022	SELMA LES SCHWAB TIRE	WHEEL BALANCE, TIRE PRESSURE MONITORING, ALIGNMENT	701-9200-600.375.000	841.93
NESTOR GALVAN	2/9/2022	O'REILLY AUTO PARTS	OIL FILTER, AIR FILTER, CABIN FILTER	701-9200-600.256.000	457.81
NESTOR GALVAN	2/9/2022	FAST UNDERCAR	ROTORS & PADS FOR UNIT 193	701-9200-600.256.000	353.97
NESTOR GALVAN	2/9/2022	COOKS COMMUNICATION	INTERIOR LIGHT	701-9200-600.256.000	184.20
NESTOR GALVAN	2/10/2022	O'REILLY AUTO PARTS	AIR INTAKE	701-9200-600.256.000	(104.96)
NESTOR GALVAN	2/10/2022	SELMA LES SCHWAB TIRE	DIMOUNT & MOUNT, WHEEL SPIN BALANCE	701-9200-600.255.000	55.65
NESTOR GALVAN	2/10/2022	NELSON'S ACE HARDWARE	HARDWARE-PARTS	701-9200-600.256.000	3.69
NESTOR GALVAN	2/10/2022	NAPA AUTO PARTS	HOSE FITTINGS	701-9200-600.256.000	45.19
NESTOR GALVAN	2/11/2022	NAPA AUTO PARTS	5W20 SYNTHETIC OIL	701-9200-600.254.000	1,084.74
NESTOR GALVAN	2/11/2022	SELMA LES SCHWAB TIRE	DIMOUNT & MOUNT, WHEEL SPIN BALANCE	701-9200-600.375.000	236.28
NESTOR GALVAN	2/11/2022	FAST UNDERCAR	CORE RETURN & POLICE PAD REBUILD	701-9200-600.375.000	257.59
NESTOR GALVAN	2/16/2022	TIFCO INDUSTRIES	UNIVERSAL PIPE WRENCH	701-9200-600.250.000	445.52
NESTOR GALVAN	2/18/2022	FAST UNDERCAR	PARTS	701-9200-600.256.000	178.23
NESTOR GALVAN	2/21/2022	CAMACHO TIRES	TIRE REPAIR	701-9200-600.255.000	25.00
NICOLETTE ANDERSEN	1/25/2022	SIGN UP GENIUS	AUDTION SIGN UP PLATFORM	605-4300-600.400.000	24.99
NICOLETTE ANDERSEN	2/1/2022	THE UPS STORE	SCRIPTS TO VISUAL VOICES DIRECTOR	100-4300-600.250.000	15.17
NICOLETTE ANDERSEN	2/1/2022	SUBPLOT STUDIOS	CKP- LITTLE MERMAID JR POSTER ART	100-4300-600.400.000	300.00
NICOLETTE ANDERSEN	2/4/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	40.78
NICOLETTE ANDERSEN	2/4/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	41.20
NICOLETTE ANDERSEN	2/4/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	32.45
NICOLETTE ANDERSEN	2/6/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	502.32
NICOLETTE ANDERSEN	2/7/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	26.02



# US BANK INVOICE FOR CALCARD CHARGES: 1/25/22-2/22/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	2/7/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	109.83
NICOLETTE ANDERSEN	2/8/2022	WALMART	CKP- LITTLE MERMAID COSTUMES/ PROP SUPPLIES	100-4300-600.250.000	47.66
NICOLETTE ANDERSEN	2/10/2022	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	2/10/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	147.43
NICOLETTE ANDERSEN	2/10/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	63.95
NICOLETTE ANDERSEN	2/11/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	88.37
NICOLETTE ANDERSEN	2/11/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	20.60
NICOLETTE ANDERSEN	2/11/2022	WALMART	CKP- LITTLE MERMAID SET SUPPLIES- GLUE	100-4300-600.250.000	12.06
NICOLETTE ANDERSEN	2/11/2022	THE HOME DEPOT	CKP- LITTLE MERMAID SET SUPPLIES	100-4300-600.250.000	22.76
NICOLETTE ANDERSEN	2/11/2022	THE HOME DEPOT	CKP- LITTLE MERMAID SET SUPPLIES- PAINT	100-4300-600.250.000	154.90
NICOLETTE ANDERSEN	2/12/2022	WALGREENS	CKP- LITTLE MERMAID SET SUPPLIES- COFF	605-4300-600.250.000	2.05
NICOLETTE ANDERSEN	2/12/2022	NELSONS ACE HARDWARE	CKP- LITTLE MERMAID SET SUPPLIES	100-4300-600.250.000	72.53
NICOLETTE ANDERSEN	2/12/2022	NELSONS ACE HARDWARE	CKP- LITTLE MERMAID SET SUPPLIES	100-4300-600.250.000	12.97
NICOLETTE ANDERSEN	2/12/2022	RITE AID	CKP- LITTLE MERMAID SET SUPPLIES- COFF	100-4300-600.250.000	3.57
NICOLETTE ANDERSEN	2/13/2022	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	17.34
NICOLETTE ANDERSEN	2/16/2022	WALMART	CKP- LITTLE MERMAID HDMI CONNECTOR	100-4300-600.250.000	35.41
NICOLETTE ANDERSEN	2/17/2022	WALMART	CKP- LITTLE MERMAID SNACK BAR	100-4300-600.250.000	67.26
NICOLETTE ANDERSEN	2/18/2022	WALMART	CKP- LITTLE MERMAID SNACK BAR	100-4300-600.250.000	85.49
NICOLETTE ANDERSEN	2/18/2022	FASTSIGNS	CKP -LITTLE MERMAID LOBBY POSTER	100-4300-600.250.000	46.47
NICOLETTE ANDERSEN	2/19/2022	WALMART	CKP- LITTLE MERMAID SNACK BAR/ FRAMES	100-4300-600.250.000	70.56
NICOLETTE ANDERSEN	2/19/2022	WALGREENS	CKP- CAST PIC PRINTS FOR SNACK BAR	100-4300-600.250.000	43.28
NICOLETTE ANDERSEN	2/19/2022	WALGREENS	CKP- CAST PIC PRINTS FOR SNACK BAR	100-4300-600.250.000	86.56
NICOLETTE ANDERSEN	2/17/22	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	433.19
NICOLETTE ANDERSEN	2/123/22	AMAZON	CKP- LITTLE MERMAID JR COSTUMES	100-4300-600.250.000	35.78
POLICE DEPT NO 1	2/11/2022	PET SUPPLIES PLUS	DOG FOOD POLICE K9	100-2200-600.250.000	50.73
POLICE DEPT NO 2	2/2/2022	SURF THRU	EXPRESS WASH	100-2200-600.400.000	8.00
POLICE DEPT NO 2	2/2/2022	SURF THRU	EXPRESS WASH	100-2200-600.400.000	8.00
POLICE DEPT NO 2	2/2/2022	SURF THRU	EXPRESS WASH	100-2200-600.400.000	8.00
RECREATION DEPT	1/24/2022	AMAZON	CANDY BARS FOR SNACK BAR	805-0000-226.200.000	40.10
RECREATION DEPT	1/24/2022	ROSA'S PIZZA	SENIOR LUNCH	230-4500-600.250.800	480.00
RECREATION DEPT	1/27/2022	WALMART	CUPS/SNACKS FOR SR. CENTER	805-0000-226.200.000	21.89
RECREATION DEPT	1/27/2022	RODOLFO'S	SENIOR LUNCH	230-4500-600.250.800	427.80
RECREATION DEPT	2/1/2022	ROSA'S PIZZA	SENIOR LUNCH	230-4500-600.250.800	300.00
RECREATION DEPT	2/3/2022	AMAZON	FACE MASKS FOR SR. CENTER & GLOVES	805-0000-226.200.000	33.61
RECREATION DEPT	2/3/2022	SIERRA MARKET	TOMATOS & LETTUCE FOR SR. LUNCH	230-4500-600.250.800	3.24
RECREATION DEPT	2/4/2022	ANN'S DONUTS	DONUTS FOR SR. CENTER	230-4500-600.250.800	54.00
RECREATION DEPT	2/7/2022	WALMART	SODAS, CANDY & NAPKINS FOR SR. CENTER	805-0000-226.200.000	149.67
RECREATION DEPT	2/8/2022	FOOD 4 LESS	COFFEE & CREAMER FOR SR. CENTER	230-4500-600.250.800	59.30
RECREATION DEPT	2/9/2022	AMAZON	PAPER BAGS & INK FOR V-DAY CRAFT	805-0000-226.200.000	21.35
RECREATION DEPT	2/11/2022	SMART AND FINAL	COFFEE, JAM, PB CREAMER FOR SR. CENTER	230-4500-600.250.800	309.41
RECREATION DEPT	2/11/2022	CHALIO'S SELMA	TACOS FOR VALENTINE'S DAY	230-4500-600.250.800	878.65
RECREATION DEPT	2/16/2022	WALMART	CUPS, NAPKINS & COOKIES FOR SR. CENTER	805-0000-226.200.000	23.28
RECREATION DEPT	2/16/2022	KNOTTY CHIX	PRETZELS FOR SR. CENTER	230-4500-600.250.800	468.00
REYNA RIVERA	1/25/2022	UNIQUELY YOURS	NEW EMPLOYEE POLO SHIRTS	100-1600-600.250.000	217.45
REYNA RIVERA	1/26/2022	ZOOM.COM	WEBINAR SUBSCRIPTION	100-1700-600.215.000	189.90
RICHARD FIGUEROA	2/8/2022	CENTRAL VALLEY GUNS	AR15 RIFLE (BYRNES GRANT)	252-2200-600.250.000	1,041.36
ROBERT TERRY	2/17/2022	ADOBE	ADOBE CREATIVE CLOUD MONTHLY SUBSCRIPTION	100-3100-610.900.000	52.99

# US BANK INVOICE FOR CALCARD CHARGES: 1/25/22-2/22/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
SHANE FERRELL	1/24/2022	NELSON'S ACE HARDWARE	SAFETY GOGGLES	100-5300-600.250.000	17.56
SHANE FERRELL	1/26/2022	NELSON'S ACE HARDWARE	HERBICIDES - PARKS	100-5300-600.250.000	245.81
SHANE FERRELL	1/26/2022	NELSON'S ACE HARDWARE	HERBICIDES - STREETS	210-5400-600.250.000	122.90
SHANE FERRELL	1/26/2022	NELSON'S ACE HARDWARE	HERBICIDES - LLMD'S	220-5300-600.250.000	122.90
SHANE FERRELL	1/26/2022	HOME DEPOT	TOOLS FOR TRUCKS - PARKS	100-5300-600.305.000	69.95
SHANE FERRELL	1/26/2022	HOME DEPOT	TOOLS FOR TRUCKS - STREETS	210-5400-600.305.000	69.95
SHANE FERRELL	1/26/2022	HOME DEPOT	TOOLS FOR TRUCKS - BLDGS	702-9300-600.305.000	69.94
SHANE FERRELL	1/27/2022	NELSON'S ACE HARDWARE	RAKE, PROPANE TANK - PARKS	100-5300-600.250.000	59.10
SHANE FERRELL	1/28/2022	NELSON'S ACE HARDWARE	CREDIT	100-5300-600.250.000	(491.61)
SHANE FERRELL	1/28/2022	NELSON'S ACE HARDWARE	AXE,KILLZALL - PARKS	100-5300-600.250.000	235.30
SHANE FERRELL	1/28/2022	NELSON'S ACE HARDWARE	AXE,KILLZALL - STREETS	210-5400-600.250.000	117.66
SHANE FERRELL	1/28/2022	NELSON'S ACE HARDWARE	AXE,KILLZALL - LLMD'S	220-5300-600.250.000	117.66
SHANE FERRELL	1/28/2022	NELSON'S ACE HARDWARE	PADLOCKS, HARDWARE, RAGS-PARKS	100-5300-600.250.000	34.95
SHANE FERRELL	1/28/2022	NELSON'S ACE HARDWARE	PADLOCKS, HARDWARE, RAGS-BLDGS	702-9300-600.250.000	34.94
SHANE FERRELL	2/1/2022	HOME DEPOT	SMALL TOOLS - PARKS	100-5300-600.305.000	174.62
SHANE FERRELL	2/1/2022	HOME DEPOT	SMALL TOOLS - STREETS	210-5400-600.305.000	174.62
SHANE FERRELL	2/1/2022	HOME DEPOT	SMALL TOOLS - BLDGS	702-9300-600.305.000	174.61
SHANE FERRELL	2/1/2022	HOME DEPOT	SMALL TOOLS - LLMD'S	220-5300-600.250.000	174.61
SHANE FERRELL	2/2/2022	NELSON'S ACE HARDWARE	ELECTRICAL SUPPLIES - STREETS	210-5400-600.250.000	133.34
SHANE FERRELL	2/4/2022	TOOLBARN	4 TOOL COMBO SET - PARKS	100-5300-600.305.000	132.62
SHANE FERRELL	2/4/2022	TOOLBARN	4 TOOL COMBO SET - STREETS	210-5400-600.305.000	132.61
SHANE FERRELL	2/4/2022	TOOLBARN	4 TOOL COMBO SET - BLDGS	702-9300-600.305.000	132.61
SHANE FERRELL	2/4/2022	TOOLBARN	4 TOOL COMBO SET - LLMD'S	220-5300-600.305.000	132.61
SHANE FERRELL	2/8/2022	NELSON'S ACE HARDWARE	SUPPLIES-BUILDING REPAIRS CITY HALL/CORP YARD	702-9300-600.370.000	57.55
SHANE FERRELL	2/10/2022	NELSON'S ACE HARDWARE	HOSE/KEY/WEED EATER LINE - BLDGS	702-9300-600.250.000	93.71
SHANE FERRELL	2/10/2022	NELSON'S ACE HARDWARE	WEED EATER LINE-PARKS	100-5300-600.250.000	164.97
SHANE FERRELL	2/10/2022	NELSON'S ACE HARDWARE	WEED EATER LINE-STREETS	210-5400-600.250.000	82.49
SHANE FERRELL	2/10/2022	NELSON'S ACE HARDWARE	WEED EATER LINE-LLMD'S	220-5300-600.250.000	82.49
					\$ 64,075.30

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

March 21, 2022

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**ITEM NO:** 2.

**SUBJECT:** Redistricting - Fourth Public Hearing to Receive Input from the Community Regarding Proposed Draft District Maps, Composition of District Boundaries, Communities of Interest, and Introduce an Ordinance Redefining the Boundaries of City Council Electoral Districts

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**RECOMMENDATION:**

1. Receive a report regarding redistricting process and permissible criteria to be considered to redraw City Council election district boundaries and proposed draft district maps;
  2. Open the public hearing to receive input from the community regarding the composition of district boundaries and the draft maps;
  3. After considering testimonial and documentary evidence, read by title only, waive further reading, and introduce an Ordinance identifying a preferred map, and provide direction on any necessary revisions to the preferred map;
  4. Alternatively, discuss and take other action related to this item.
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**BACKGROUND AND DISCUSSION:**

The California Elections Code requires that every ten years cities with by-district election systems use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of Selma must be completed by April 17, 2022. Public hearings for the City's 2021 Redistricting process were held in compliance with Elections Code Sections 21620-21629 on August 2, 2021, August 16, 2021, and February 2 2022. This is the fourth and final public hearing required by law.

**Publication and Noticing Requirements for Redistricting Hearings**

Per Elections Code Section 21608(c) and 21608(g)(3), the City is required to publish the hearing date, time and location 5 days in advance on the internet and a website calendar satisfies the publishing requirement. On March 9, 2022, the public hearing information was published to the City's website calendar. Additionally, to increase public participation, the City has utilized a number of different engagement tools, including posting redistricting information on social media platforms, distributing information via email, and placing ads on our digital billboards. The notice of public hearing was posted in the Selma Enterprise on March 9, 2022, as well as the dedicated redistricting website page.

**Census Data and Analysis**

On September 20, 2021, the State of California posted the prisoner-adjusted 2020 Census data per Elections Code 21003. For all cities, these figures are deemed to be the final numbers to balance in the redistricting process (Elections Code Section 21603(a)). NDC processed these numbers and analyzed them with respect to the current districts used in the City of Selma.

Using official 2020 prisoner-adjusted Census population and estimated demographic data. Each of the four Council districts must contain approximately 6,192 people and there should be no more than a 10% difference between the greatest populated district and the least populated district. The Existing District plan map has a 12.29% deviation and does not qualify.

During the February 2, 2022 City Council meeting, the Selma City Council reviewed the following draft maps: Map 101, 102, and 103 prepared by NDC; and Map 104 submitted by a member of the public. The City Council set a deadline of March 8, 2022 to review additional maps. Two following maps were submitted by the public prior to the March 8 deadline: Map 105 and Map 106.

**Next Steps**

1. Consider any revisions to the draft maps and maps presented from members of the public;
2. Identify a preferred map for adoption and provide direction on any revisions to the preferred map, if needed;
3. Introduce an Ordinance to adopt a new Council District map to conform with the California "FAIR MAPS Act."

Please note that direction should be given prior to opening the public hearing. The date of the next hearing if needed (Public Hearing No. 5) is currently scheduled for April 4, 2022 at 6:30 p.m. The redistricting process for the City of Selma must be completed by April 17, 2022.

**FISCAL IMPACT:** There is no fiscal impact associated with holding this fourth hearing.

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**RECOMMENDATION:**

1. Receive a report regarding redistricting process and permissible criteria to be considered to redraw City Council election district boundaries and proposed draft district maps;
  2. Open the public hearing to receive input from the community regarding the composition of district boundaries and the draft maps;
  3. After considering testimonial and documentary evidence, read by title only, waive further reading, and introduce an Ordinance Identifying a preferred map, and provide direction on any revisions to the preferred map;
  4. Alternatively, discuss and take other action related to this item.
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Reyna Rivera, City Clerk

Fernando Santillan, City Manager

**ORDINANCE NO. 2022-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA ADJUSTING THE BOUNDARIES OF CITY COUNCIL ELECTORAL  
DISTRICTS AND REDEFINING THE BOUNDARIES OF ALL CITY COUNCIL  
ELECTORAL DISTRICTS OF THE CITY OF SELMA**

The City Council of the City of Selma, State of California, ordains as follows:

**SECTION 1:** The City Council (Council) finds and determines:

- a. The U.S. Census Bureau (Bureau) is required by Article I, Section 2, of the U.S. Constitution to conduct an accurate count of the population every ten years;
- b. California Elections Code Section 21600 et seq. requires that following each federal decennial census for a city whose council is already elected using district-based elections, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.; In establishing the boundaries of the districts the Council must give consideration to the following factors in the following priority: (a) contiguity of districts, (b) respecting communities of interest, (c) drawing easily identifiable districts through use of natural or artificial boundaries and (d) compactness of territory in districts; and
- c. The Council held public hearings on August 2, 2021, August 16, 2021, February 2, 2022, and March 21, 2022 to receive briefings from the City's demographic consultant relating to the redistricting process and state and federal redistricting criteria and communities of interest, including the California Elections Code, the Voting Rights Act and the United Constitution, heard public testimony, and directed staff and the City's demographic consultant to prepare draft district plans for consideration;
- d. In addition, City staff conducted public outreach by way of information posted on the City's web site, social media, local newspaper, billboard postings and e-mail.
- e. At the February 2, 2022, and March 21, 2022, public hearings, the Council received a presentation on several draft maps prepared by the City's demographic consultant for compliance with applicable laws and standards and additional maps submitted by the public; and
- f. At its March 21, 2022 hearing the City Council settled on Map \_\_\_\_\_ designating it the Preferred Map and directing certain adjustments be made. The Council directed that the Preferred Map be presented to the Council for adoption by an Ordinance introduced on March 21, 2022;
- g. At the public hearings on redistricting, the Council heard testimony relating to "communities of interest," which led the Council to reach the following determinations about communities of interest on the Preferred Map as required under federal and state law:

- (1) *The districts are geographically contiguous.* The districts are arrayed in a simple and logical form without any islands and minimal intrusions from the area of one district into another;
- (2) *To the extent practicable, the Preferred Map respects the geographic integrity of local neighborhoods and local communities of interest.* The Council heard testimony about what constitute communities of interest.
- (3) *The districts are easily identifiable and understandable by residents.* The districts in the Preferred Map form a relatively simple pattern.
- (4) *To the extent practicable, the districts are geographically compact.* Their configurations for the most part are compact, simple shapes, with nearby populations included in the same districts.
- (5) *The districts are balanced in terms of total population and voting age population.* The districts are well within the one-person/one-vote deviations permitted under federal and state voting rights laws.
- (6) *The districts conform to concentration of minority voters.*

h. All information in the staff reports, maps, presentations, Council debate and public testimony referenced above is hereby incorporated into this decision and serves as evidentiary basis for these findings and legislative decision.

**SECTION 2:** Section 1-11-15 of the City of Selma Municipal Code (“Commencement of District Elections.”) is hereby amended and restated in its entirety as follows:

“1-11-5 Commencement of District Elections. Commencing with the general municipal election in November of 2022 and thereafter, the voters in districts two (2) and three (3) shall elect Members of the City Council by district for full four (4) year terms and the voters of the entire City shall elect the elective Mayor for a two (2) year term. At the general municipal election in 2024 and thereafter, the voters in districts one (1) and four (4) shall elect Members of the City Council by district for full four (4) year terms, and the voters of the entire City shall elect the elective Mayor for a two (2) year term.

“Pursuant to Elections Code Section 21606, the term of office of any council member who has been elected and whose term of office has not expired shall not be affected by the amendment of this ordinance or by any change in the boundaries of the district from which he or she was elected; or, in the case of the elective Mayor, shall not be affected by any change in or establishment of any district for election of Council members.”

**SECTION 3:** Pursuant to the provisions of the Fair Maps Act of 2019 as amended in 2020, codified at California Elections Code section 21600 to 21609, after giving consideration to those provisions and applicable decisions of the courts, the Council hereby adjusts, changes, and establishes the boundaries of the City Council electoral districts as set forth on the Preferred Map considered by the Council at its public hearing

on March 21, 2022, and reflected in Exhibits A hereto (to be attached), and they shall constitute and are hereby established as the boundaries of the City Council districts of the City of Selma for subsequent elections until further readjustment is required by law.

**SECTION 4:** Notwithstanding any other provision of this chapter, and pursuant to California Elections Code section 21606, subdivisions (a) and (b), each of the Council Members in office at the time this Ordinance takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified, and any vacancy in a term currently underway shall be filled based on the districts in effect at the time the current Council Members were elected.

**SECTION 5:** All ordinances and resolutions, or parts thereof in conflict with this ordinance are hereby repealed.

**SECTION 6:** The City Manager is directed to take all necessary steps to give effect to this Ordinance. If necessary to facilitate the implementation of this Ordinance, the City Manager or his or her designee is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Manager shall consult with the City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

**SECTION 7:** This Ordinance is adopted following four noticed public hearings as required by Elections Code section 21607.1.

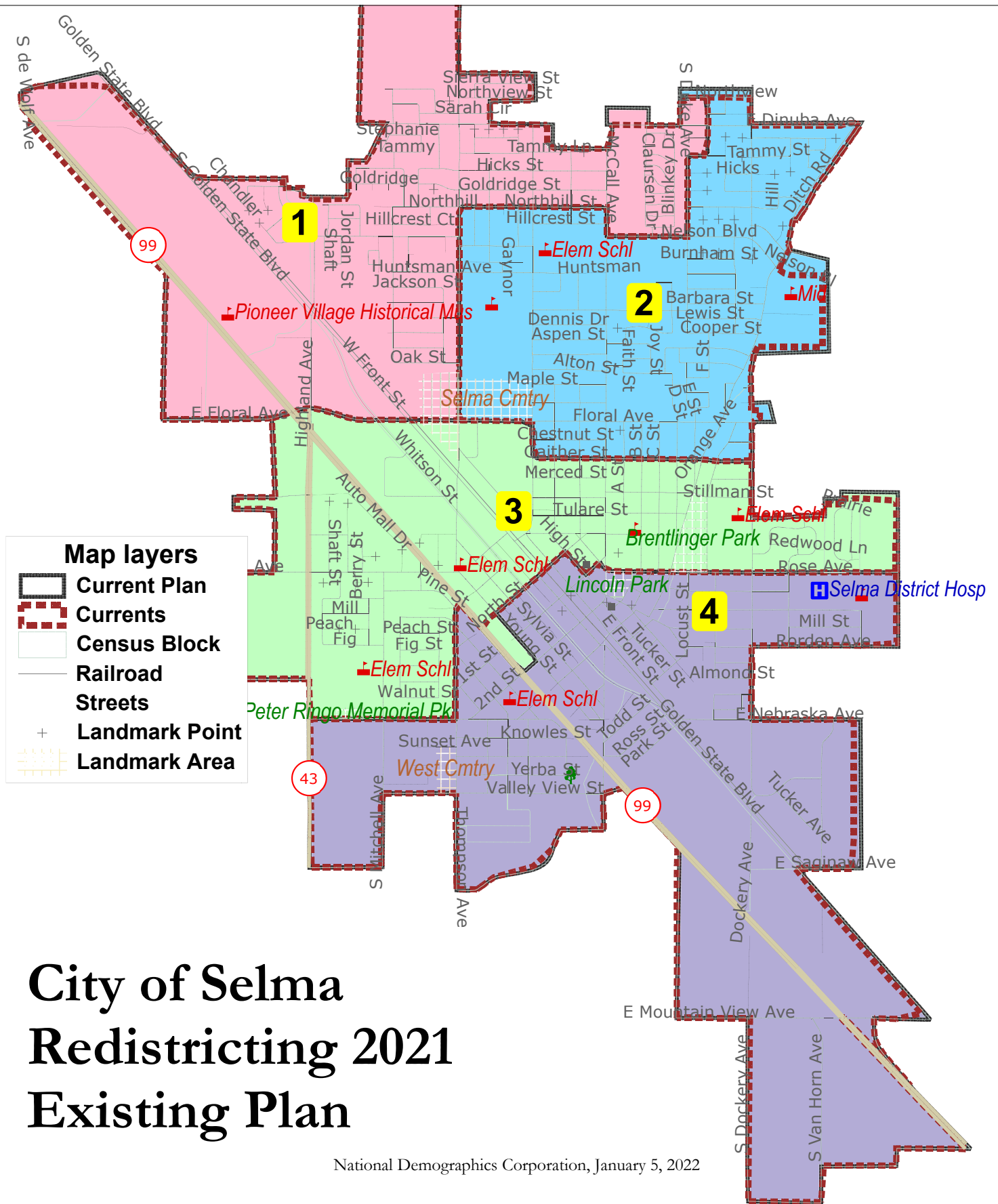
I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the March 21, 2022 regular City Council meeting and passed at a regular meeting of the City Council of the City of Selma on the \_\_\_\_ day of \_\_\_\_\_ 2022, by the following vote, to wit:

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

\_\_\_\_\_  
Scott Robertson, Mayor of the City of Selma

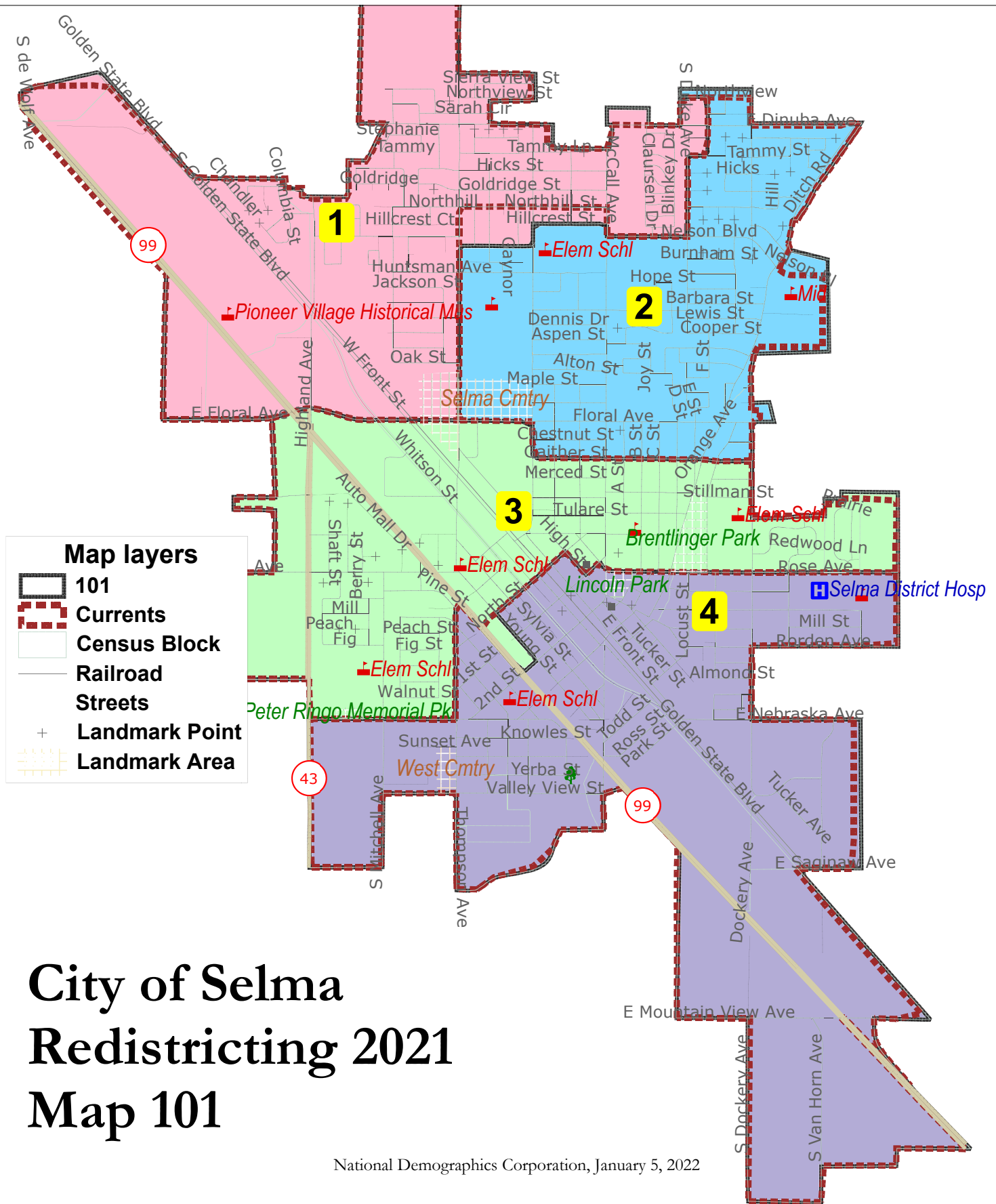
ATTEST:

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

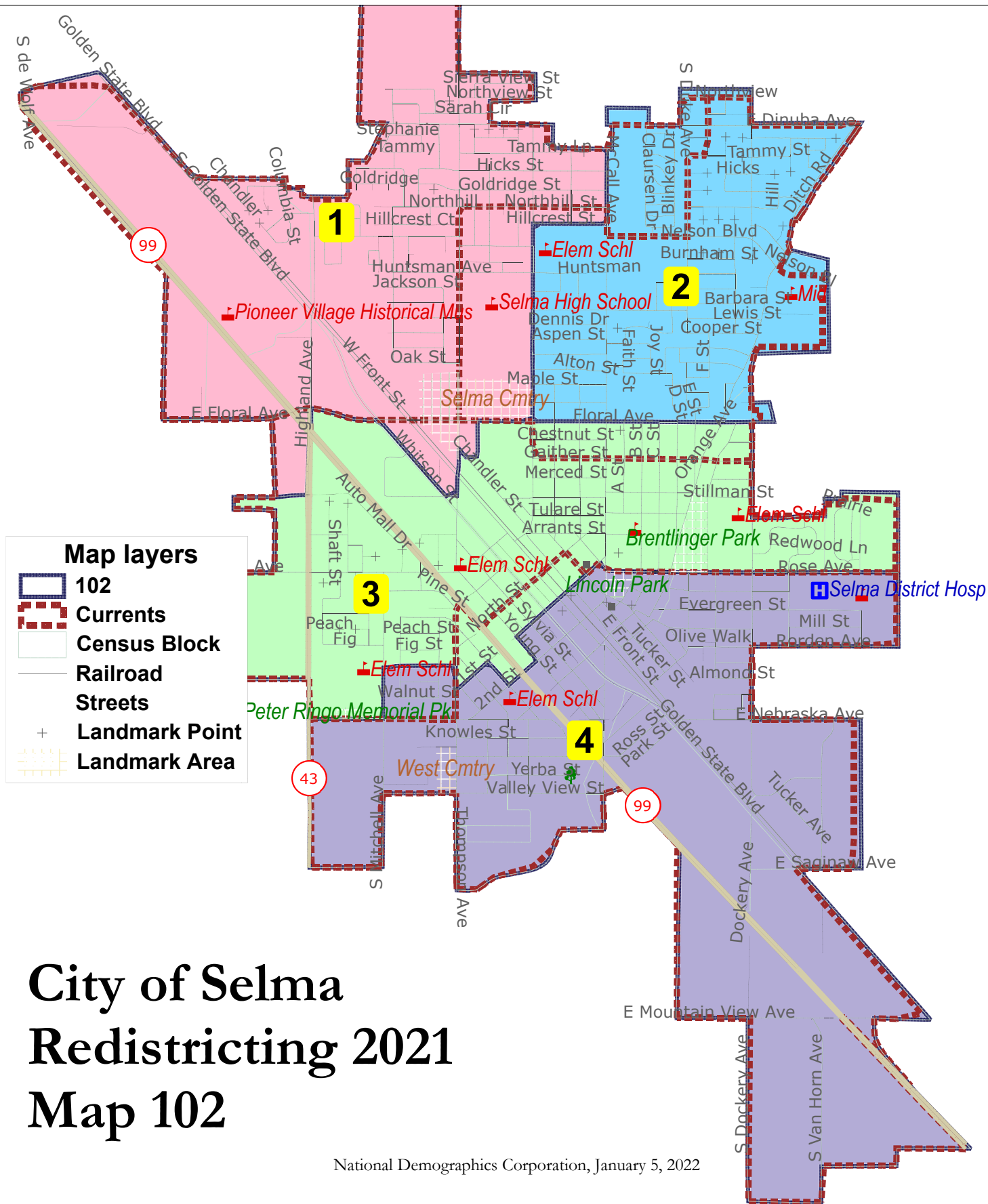




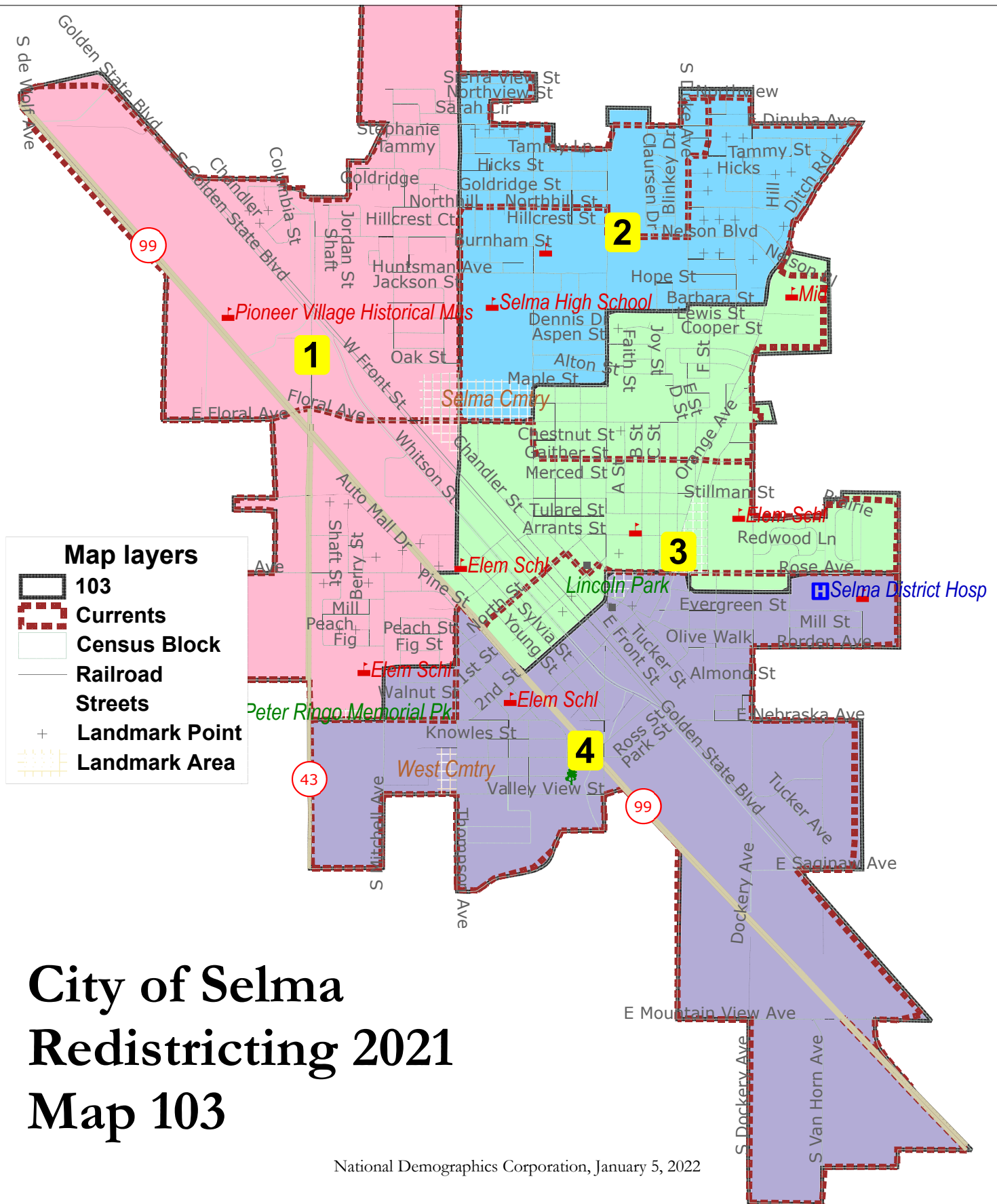
<i>City of Selma - Current Plan</i>						
Category	Field	1	2	3	4	Total
2020 Census	Total Population	5,940	6,701	6,049	6,078	24,768
	Population Deviation	-252	509	-143	-114	761
	Pct. Deviation	-4.07%	8.22%	-2.31%	-1.84%	12.29%
Total Pop.	Hispanic/Latino	78%	77%	83%	87%	81%
	NH White	13%	14%	11%	8%	11%
	NH Black	1%	1%	1%	1%	1%
	NH Asian/Pac.Isl.	7%	7%	4%	3%	6%
	NH Native Amer.	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	3,357	4,034	3,016	2,600	13,006
	Hisp	80%	64%	81%	77%	75%
	NH White	16%	25%	14%	20%	19%
	NH Black	0%	1%	2%	1%	1%
	Asian/Pac.Isl.	3%	10%	4%	2%	5%
	Native Amer.	1%	4%	1%	0%	2%
Voter Registration (Nov 2020)	Total	2,985	3,356	2,403	1,900	10,644
	Latino est.	70%	68%	73%	79%	72%
	Spanish-Surnamed	64%	63%	67%	74%	66%
	Asian-Surnamed	7%	5%	5%	4%	5%
	Filipino-Surnamed	1%	1%	1%	0%	1%
	NH White est.	30%	32%	27%	19%	28%
	NH Black	0%	1%	2%	0%	1%
Voter Turnout (Nov 2020)	Total	2,166	2,484	1,573	1,237	7,460
	Latino est.	67%	66%	68%	76%	68%
	Spanish-Surnamed	61%	61%	63%	72%	63%
	Asian-Surnamed	7%	5%	5%	4%	5%
	Filipino-Surnamed	1%	1%	1%	0%	1%
	NH White est.	30%	32%	27%	19%	28%
	NH Black	0%	1%	2%	0%	1%
Voter Turnout (Nov 2018)	Total	1,300	1,715	1,025	769	4,809
	Latino est.	63%	58%	66%	71%	63%
	Spanish-Surnamed	59%	54%	63%	68%	59%
	Asian-Surnamed	8%	5%	4%	4%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	32%	39%	29%	24%	33%
	NH Black est.	0%	1%	1%	0%	1%
Age	age0-19	33%	31%	33%	35%	33%
	age20-60	49%	53%	53%	50%	51%
	age60plus	18%	16%	14%	15%	16%
Immigration	immigrants	21%	18%	27%	31%	24%
	naturalized	36%	30%	26%	25%	29%
Language spoken at home	english	41%	58%	35%	28%	41%
	spanish	56%	38%	63%	70%	56%
	asian-lang	0%	0%	0%	0%	0%
	other lang	3%	3%	1%	2%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	16%	29%	35%	25%
Education (among those age 25+)	hs-grad	56%	58%	54%	40%	53%
	bachelor	6%	11%	5%	4%	7%
	graduatedegree	3%	5%	2%	2%	3%
Child in Household	child-under18	53%	41%	49%	53%	48%
Pct of Pop. Age 16+	employed	57%	67%	58%	51%	59%
Household Income	income 0-25k	21%	20%	21%	35%	24%
	income 25-50k	29%	25%	46%	36%	34%
	income 50-75k	12%	21%	17%	18%	17%
	income 75-200k	38%	32%	13%	9%	24%
	income 200k-plus	1%	2%	3%	2%	2%
Housing Stats	single family	87%	83%	81%	87%	84%
	multi-family	13%	17%	19%	13%	16%
	rented	37%	33%	53%	50%	43%
	owned	63%	67%	47%	50%	57%
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).						



<b>City of Selma - Map 101</b>						
<b>Category</b>	<b>Field</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Total</b>
2020 Census	Total Population	6,311	6,330	6,049	6,078	24,768
	Population Deviation	119	138	-143	-114	281
	Pct. Deviation	1.92%	2.23%	-2.31%	-1.84%	4.54%
Total Pop.	Hispanic/Latino	78%	77%	83%	87%	81%
	NH White	13%	14%	11%	8%	11%
	NH Black	1%	1%	1%	1%	1%
	NH Asian/Pac.Isl.	7%	7%	4%	3%	6%
	NH Native Amer.	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	3,587	3,804	3,016	2,600	13,006
	Hisp	80%	63%	81%	77%	75%
	NH White	17%	25%	14%	20%	19%
	NH Black	0%	1%	2%	1%	1%
	Asian/Pac.Isl.	3%	11%	4%	2%	5%
	Native Amer.	1%	4%	1%	0%	2%
Voter Registration (Nov 2020)	Total	3,191	3,150	2,403	1,900	10,644
	Latino est.	70%	68%	73%	79%	72%
	Spanish-Surnamed	64%	62%	67%	74%	66%
	Asian-Surnamed	7%	5%	5%	4%	5%
	Filipino-Surnamed	1%	1%	1%	0%	1%
	NH White est.	30%	32%	27%	19%	28%
	NH Black	0%	1%	2%	0%	1%
Voter Turnout (Nov 2020)	Total	2,323	2,327	1,573	1,237	7,460
	Latino est.	67%	66%	68%	76%	68%
	Spanish-Surnamed	62%	60%	63%	72%	63%
	Asian-Surnamed	7%	5%	5%	4%	5%
	Filipino-Surnamed	1%	1%	1%	0%	1%
	NH White est.	30%	32%	27%	19%	28%
	NH Black	0%	1%	2%	0%	1%
Voter Turnout (Nov 2018)	Total	1,410	1,605	1,025	769	4,809
	Latino est.	64%	57%	66%	71%	63%
	Spanish-Surnamed	59%	53%	63%	68%	59%
	Asian-Surnamed	7%	5%	4%	4%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	32%	39%	29%	24%	33%
	NH Black est.	0%	1%	1%	0%	1%
Age	age0-19	33%	31%	33%	35%	33%
	age20-60	49%	53%	53%	50%	51%
	age60plus	19%	16%	14%	15%	16%
Immigration	immigrants	20%	18%	27%	31%	24%
	naturalized	36%	30%	26%	25%	29%
Language spoken at home	english	43%	57%	35%	28%	41%
	spanish	55%	39%	63%	70%	56%
	asian-lang	0%	1%	0%	0%	0%
	other lang	2%	3%	1%	2%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	17%	29%	35%	25%
Education (among those age 25+)	hs-grad	56%	58%	54%	40%	53%
	bachelor	6%	11%	5%	4%	7%
	graduatedegree	3%	5%	2%	2%	3%
Child in Household	child-under18	52%	42%	49%	53%	48%
Pct of Pop. Age 16+	employed	58%	67%	58%	51%	59%
Household Income	income 0-25k	20%	21%	21%	35%	24%
	income 25-50k	27%	26%	46%	36%	34%
	income 50-75k	12%	22%	17%	18%	17%
	income 75-200k	40%	30%	13%	9%	24%
	income 200k-plus	1%	2%	3%	2%	2%
Housing Stats	single family	87%	83%	81%	87%	84%
	multi-family	13%	17%	19%	13%	16%
	rented	37%	32%	53%	50%	43%
	owned	63%	68%	47%	50%	57%
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).						

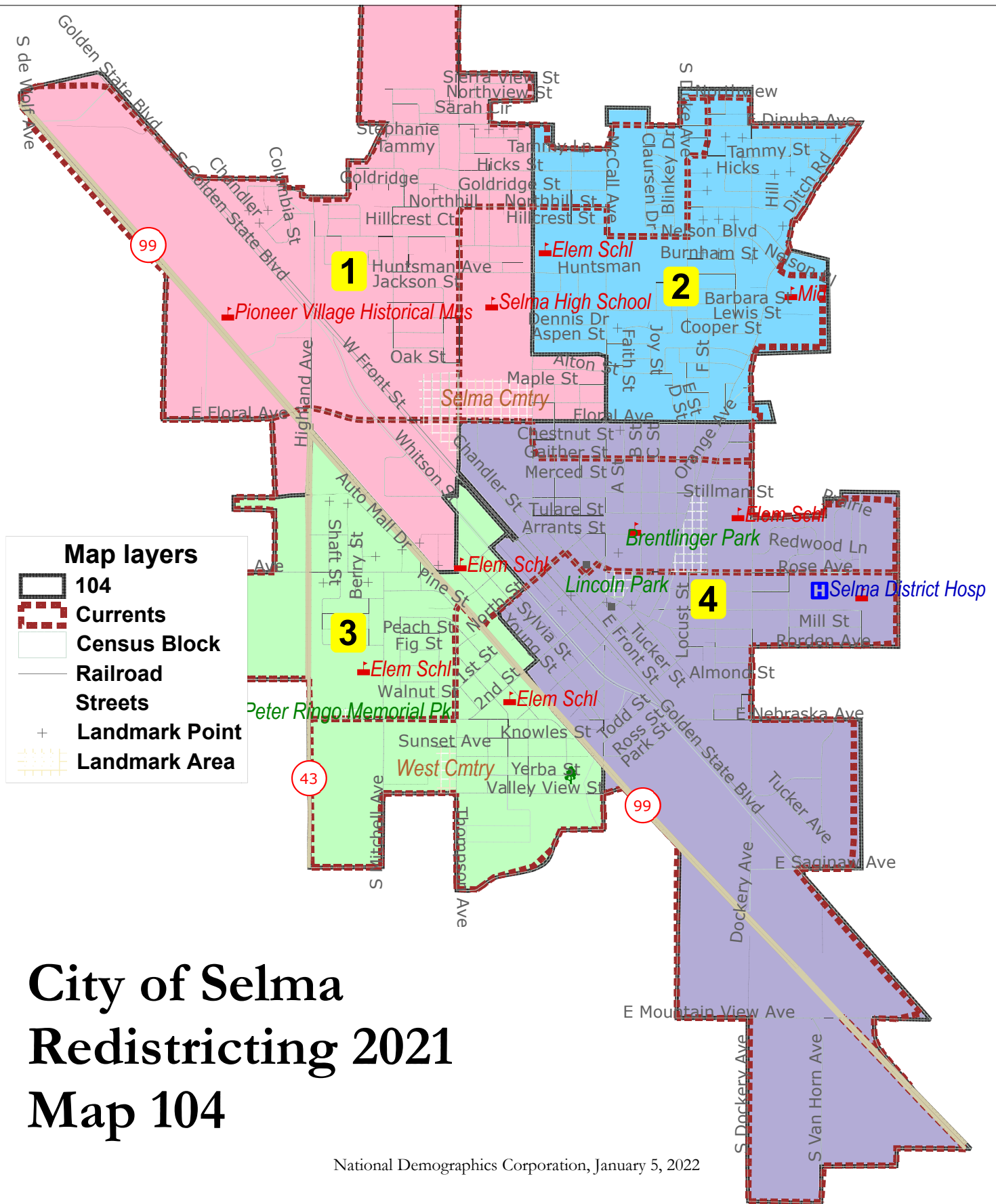


<b>City of Selma - Map 102</b>						
<b>Category</b>	<b>Field</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Total</b>
2020 Census	Total Population	5,979	6,186	6,402	6,201	24,768
	Population Deviation	-213	-6	210	9	423
	Pct. Deviation	-3.44%	-0.10%	3.39%	0.15%	6.83%
Total Pop.	Hispanic/Latino	81%	74%	82%	88%	81%
	NH White	9%	16%	12%	7%	11%
	NH Black	1%	1%	1%	1%	1%
	NH Asian/Pac.Isl.	7%	7%	4%	3%	6%
	NH Native Amer.	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	3,398	3,560	3,439	2,609	13,006
	Hisp	84%	59%	78%	78%	75%
	NH White	12%	31%	16%	18%	19%
	NH Black	0%	1%	1%	1%	1%
	Asian/Pac.Isl.	4%	9%	5%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%
Voter Registration (Nov 2020)	Total	2,948	3,089	2,638	1,969	10,644
	Latino est.	75%	65%	72%	79%	72%
	Spanish-Surnamed	68%	59%	66%	74%	66%
	Asian-Surnamed	7%	5%	4%	5%	5%
	Filipino-Surnamed	1%	1%	1%	0%	1%
	NH White est.	25%	36%	29%	20%	28%
	NH Black	0%	1%	1%	0%	1%
Voter Turnout (Nov 2020)	Total	2,098	2,321	1,756	1,285	7,460
	Latino est.	73%	62%	67%	76%	68%
	Spanish-Surnamed	66%	57%	62%	71%	63%
	Asian-Surnamed	7%	5%	4%	5%	5%
	Filipino-Surnamed	1%	1%	1%	0%	1%
	NH White est.	25%	36%	29%	20%	28%
	NH Black	0%	1%	1%	0%	1%
Voter Turnout (Nov 2018)	Total	1,326	1,514	1,157	812	4,809
	Latino est.	66%	56%	64%	71%	63%
	Spanish-Surnamed	62%	52%	61%	67%	59%
	Asian-Surnamed	8%	5%	3%	4%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	29%	41%	31%	24%	33%
	NH Black est.	0%	1%	1%	0%	1%
Age	age0-19	32%	32%	32%	35%	33%
	age20-60	50%	52%	52%	51%	51%
	age60plus	18%	16%	15%	14%	16%
Immigration	immigrants	21%	18%	26%	30%	24%
	naturalized	36%	29%	27%	25%	29%
Language spoken at home	english	42%	58%	38%	26%	41%
	spanish	55%	38%	61%	72%	56%
	asian-lang	0%	1%	0%	0%	0%
	other lang	3%	3%	1%	2%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	16%	26%	36%	25%
Education (among those age 25+)	hs-grad	55%	59%	54%	41%	53%
	bachelor	6%	12%	5%	4%	7%
	graduatedegree	2%	5%	2%	2%	3%
Child in Household	child-under18	50%	44%	48%	53%	48%
Pct of Pop. Age 16+	employed	58%	67%	57%	52%	59%
Household Income	income 0-25k	18%	21%	22%	33%	24%
	income 25-50k	28%	24%	45%	38%	34%
	income 50-75k	12%	21%	17%	18%	17%
	income 75-200k	40%	33%	13%	9%	24%
	income 200k-plus	1%	2%	3%	1%	2%
Housing Stats	single family	88%	83%	80%	87%	84%
	multi-family	12%	17%	20%	13%	16%
	rented	37%	31%	54%	49%	43%
	owned	63%	69%	46%	51%	57%
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).						



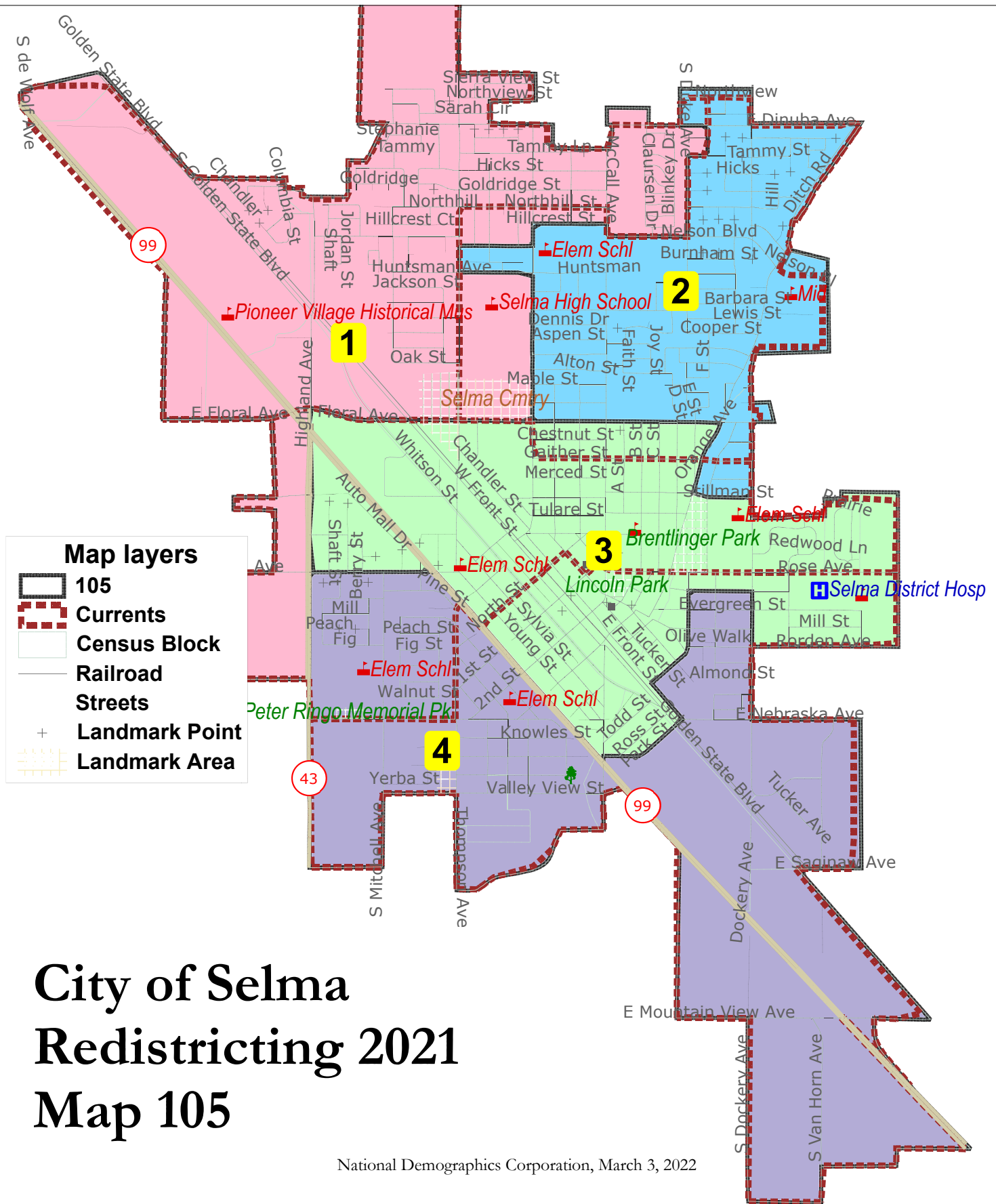
<b>City of Selma - Map 103</b>						
<b>Category</b>	<b>Field</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Total</b>
2020 Census	Total Population	6,423	6,151	6,020	6,174	24,768
	Population Deviation	231	-41	-172	-18	403
	Pct. Deviation	3.73%	-0.66%	-2.78%	-0.29%	6.51%
Total Pop.	Hispanic/Latino	83%	74%	80%	88%	81%
	NH White	7%	17%	14%	7%	11%
	NH Black	1%	1%	1%	1%	1%
	NH Asian/Pac.Isl.	8%	7%	4%	4%	6%
	NH Native Amer.	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	3,014	3,770	3,594	2,628	13,006
	Hisp	89%	63%	73%	77%	75%
	NH White	6%	31%	18%	20%	19%
	NH Black	2%	0%	1%	1%	1%
	Asian/Pac.Isl.	3%	7%	8%	3%	5%
	Native Amer.	0%	2%	3%	0%	2%
Voter Registration (Nov 2020)	Total	2,819	3,185	2,707	1,933	10,644
	Latino est.	77%	64%	70%	79%	72%
	Spanish-Surnamed	70%	59%	65%	74%	66%
	Asian-Surnamed	9%	4%	4%	5%	5%
	Filipino-Surnamed	1%	1%	0%	0%	1%
	NH White est.	20%	38%	31%	20%	28%
	NH Black	1%	0%	1%	0%	1%
Voter Turnout (Nov 2020)	Total	1,889	2,431	1,880	1,260	7,460
	Latino est.	74%	62%	66%	76%	68%
	Spanish-Surnamed	68%	57%	62%	71%	63%
	Asian-Surnamed	9%	4%	4%	5%	5%
	Filipino-Surnamed	1%	1%	0%	0%	1%
	NH White est.	20%	38%	31%	20%	28%
	NH Black	1%	0%	1%	0%	1%
Voter Turnout (Nov 2018)	Total	1,114	1,598	1,305	792	4,809
	Latino est.	71%	55%	62%	71%	63%
	Spanish-Surnamed	66%	51%	59%	68%	59%
	Asian-Surnamed	9%	4%	3%	4%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	21%	43%	34%	24%	33%
	NH Black est.	1%	0%	1%	1%	1%
Age	age0-19	34%	33%	28%	35%	33%
	age20-60	50%	50%	54%	51%	51%
	age60plus	16%	17%	17%	14%	16%
Immigration	immigrants	25%	19%	21%	31%	24%
	naturalized	30%	31%	30%	25%	29%
Language spoken at home	english	27%	62%	50%	26%	41%
	spanish	71%	35%	48%	72%	56%
	asian-lang	0%	1%	0%	0%	0%
	other lang	2%	3%	2%	2%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	33%	11%	19%	37%	25%
Education (among those age 25+)	hs-grad	50%	59%	59%	40%	53%
	bachelor	3%	13%	6%	4%	7%
	graduatedegree	1%	5%	4%	2%	3%
Child in Household	child-under18	55%	44%	42%	54%	48%
Pct of Pop. Age 16+	employed	56%	64%	63%	52%	59%
Household Income	income 0-25k	22%	20%	21%	34%	24%
	income 25-50k	44%	22%	33%	38%	34%
	income 50-75k	13%	18%	20%	18%	17%
	income 75-200k	20%	39%	23%	9%	24%
	income 200k-plus	0%	1%	4%	1%	2%
Housing Stats	single family	90%	82%	80%	87%	84%
	multi-family	10%	18%	20%	13%	16%
	rented	40%	34%	49%	49%	43%
	owned	60%	66%	51%	51%	57%
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).						



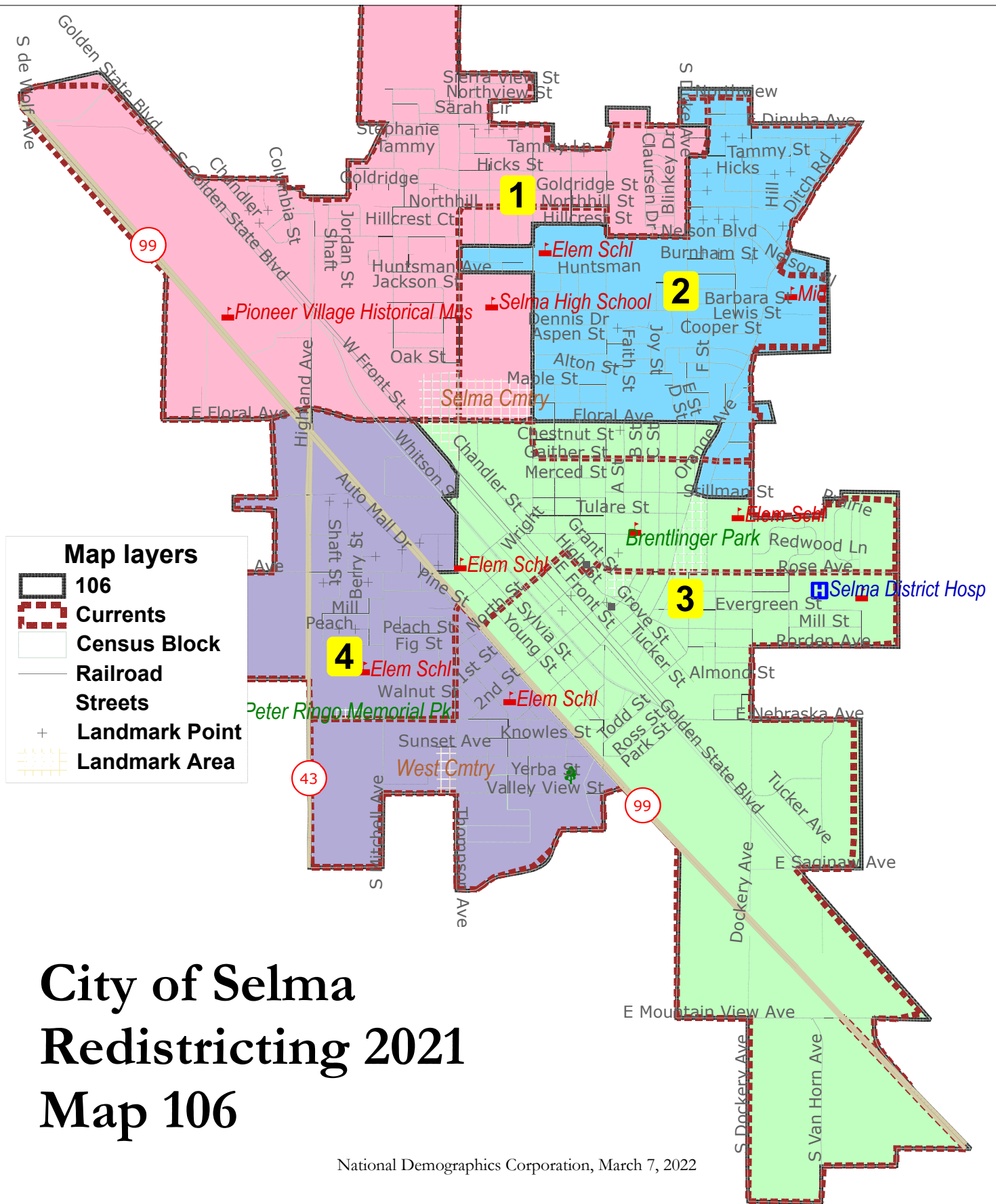




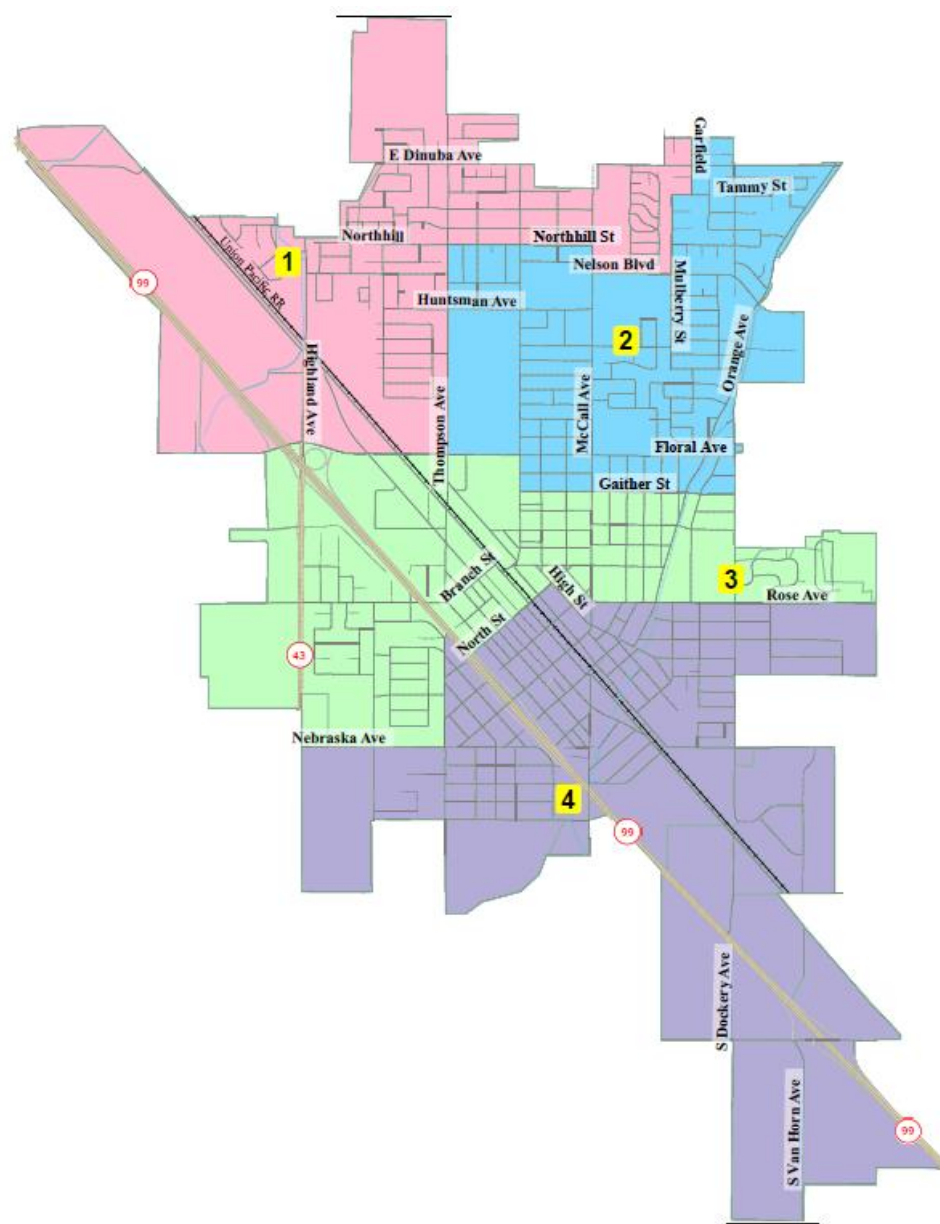
<i>City of Selma - Map 104</i>						
Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,295	6,185	6,107	6,181	24,768
	Population Deviation	103	-7	-85	-11	188
	Pct. Deviation	1.66%	-0.11%	-1.37%	-0.18%	3.04%
Total Pop.	Hispanic/Latino	80%	74%	91%	80%	81%
	NH White	11%	17%	3%	15%	11%
	NH Black	1%	1%	1%	1%	1%
	NH Asian/Pac.Isl.	7%	7%	4%	3%	6%
	NH Native Amer.	1%	1%	0%	1%	1%
Citizen Voting Age Pop	Total	3,600	3,476	2,323	3,607	13,006
	Hisp	81%	60%	81%	78%	75%
	NH White	14%	30%	14%	17%	19%
	NH Black	0%	1%	3%	0%	1%
	Asian/Pac.Isl.	5%	9%	3%	5%	5%
	Native Amer.	0%	4%	0%	2%	2%
Voter Registration (Nov 2020)	Total	3,068	3,175	1,893	2,508	10,644
	Latino est.	73%	65%	85%	69%	72%
	Spanish-Surnamed	66%	60%	79%	64%	66%
	Asian-Surnamed	7%	5%	6%	3%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	26%	36%	10%	33%	28%
	NH Black	0%	1%	2%	0%	1%
Voter Turnout (Nov 2020)	Total	2,163	2,405	1,159	1,733	7,460
	Latino est.	71%	62%	82%	65%	68%
	Spanish-Surnamed	65%	57%	77%	60%	63%
	Asian-Surnamed	7%	5%	6%	3%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	26%	36%	10%	33%	28%
	NH Black	0%	1%	2%	0%	1%
Voter Turnout (Nov 2018)	Total	1,379	1,554	684	1,192	4,809
	Latino est.	65%	56%	83%	59%	63%
	Spanish-Surnamed	60%	52%	79%	56%	59%
	Asian-Surnamed	8%	5%	5%	3%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	30%	41%	9%	37%	33%
	NH Black est.	0%	1%	2%	0%	1%
Age	age0-19	32%	31%	37%	30%	33%
	age20-60	50%	52%	51%	53%	51%
	age60plus	18%	17%	12%	16%	16%
Immigration	immigrants	22%	19%	31%	24%	24%
	naturalized	35%	29%	23%	31%	29%
Language spoken at home	english	43%	58%	20%	45%	41%
	spanish	54%	39%	79%	53%	56%
	asian-lang	0%	1%	0%	0%	0%
	other lang	3%	3%	2%	2%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	21%	16%	44%	19%	25%
Education (among those age 25+)	hs-grad	54%	60%	40%	55%	53%
	bachelor	7%	11%	2%	6%	7%
	graduatedegree	2%	5%	2%	3%	3%
Child in Household	child-under18	47%	44%	58%	46%	48%
Pct of Pop. Age 16+	employed	58%	66%	52%	58%	59%
Household Income	income 0-25k	23%	20%	27%	25%	24%
	income 25-50k	31%	22%	49%	36%	34%
	income 50-75k	14%	20%	18%	18%	17%
	income 75-200k	32%	36%	6%	16%	24%
	income 200k-plus	0%	2%	0%	4%	2%
Housing Stats	single family	88%	84%	88%	78%	84%
	multi-family	12%	16%	12%	22%	16%
	rented	37%	32%	49%	54%	43%
	owned	63%	68%	51%	46%	57%
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).						



<b>City of Selma - Map 105</b>						
<b>Category</b>	<b>Field</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Total</b>
2020 Census	Total Population	6,270	5,900	6,296	6,302	24,768
	Population Deviation	78	-292	104	110	402
	Pct. Deviation	1.26%	-4.72%	1.68%	1.78%	6.49%
Total Pop.	Hispanic/Latino	78%	76%	81%	90%	81%
	NH White	13%	14%	14%	4%	11%
	NH Black	1%	1%	1%	1%	1%
	NH Asian/Pac.Isl.	7%	7%	3%	4%	6%
	NH Native Amer.	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	3,551	3,429	3,564	2,462	13,006
	Hisp	80%	61%	78%	81%	75%
	NH White	17%	27%	17%	15%	19%
	NH Black	0%	1%	1%	2%	1%
	Asian/Pac.Isl.	3%	10%	4%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%
Voter Registration (Nov 2020)	Total	3,162	2,966	2,500	2,016	10,644
	Latino est.	70%	67%	70%	84%	72%
	Spanish-Surnamed	64%	61%	65%	78%	66%
	Asian-Surnamed	7%	6%	3%	6%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	30%	33%	31%	14%	28%
	NH Black	0%	1%	1%	1%	1%
Voter Turnout (Nov 2020)	Total	2,301	2,203	1,675	1,281	7,460
	Latino est.	67%	65%	66%	80%	68%
	Spanish-Surnamed	62%	60%	62%	75%	63%
	Asian-Surnamed	7%	6%	3%	6%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	30%	33%	31%	14%	28%
	NH Black	0%	1%	1%	1%	1%
Voter Turnout (Nov 2018)	Total	1,401	1,508	1,137	763	4,809
	Latino est.	64%	56%	61%	79%	63%
	Spanish-Surnamed	59%	52%	59%	75%	59%
	Asian-Surnamed	7%	5%	3%	5%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	32%	40%	35%	15%	33%
	NH Black est.	0%	1%	1%	1%	1%
Age	age0-19	33%	31%	31%	36%	33%
	age20-60	49%	53%	52%	52%	51%
	age60plus	18%	16%	17%	12%	16%
Immigration	immigrants	21%	18%	27%	30%	24%
	naturalized	36%	29%	28%	24%	29%
Language spoken at home	english	43%	58%	45%	20%	41%
	spanish	55%	38%	53%	78%	56%
	asian-lang	0%	1%	0%	0%	0%
	other lang	2%	4%	2%	2%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	17%	19%	43%	25%
Education (among those age 25+)	hs-grad	56%	58%	56%	39%	53%
	bachelor	6%	12%	7%	2%	7%
	graduatedegree	3%	5%	2%	2%	3%
Child in Household	child-under18	52%	41%	45%	57%	48%
Pct of Pop. Age 16+	employed	58%	68%	56%	53%	59%
Household Income	income 0-25k	20%	21%	26%	28%	24%
	income 25-50k	27%	24%	39%	45%	34%
	income 50-75k	12%	22%	16%	19%	17%
	income 75-200k	40%	31%	15%	7%	24%
	income 200k-plus	1%	2%	4%	0%	2%
Housing Stats	single family	87%	84%	79%	87%	84%
	multi-family	13%	16%	21%	13%	16%
	rented	37%	30%	56%	48%	43%
	owned	63%	70%	44%	52%	57%
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).						



<i>City of Selma - Map 106</i>						
Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,238	5,900	6,355	6,275	24,768
	Population Deviation	46	-292	163	83	455
	Pct. Deviation	0.74%	-4.72%	2.63%	1.34%	7.35%
Total Pop.	Hispanic/Latino	78%	76%	81%	90%	81%
	NH White	13%	14%	13%	5%	11%
	NH Black	1%	1%	1%	1%	1%
	NH Asian/Pac.Isl.	7%	7%	3%	4%	6%
	NH Native Amer.	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	3,546	3,429	3,618	2,413	13,006
	Hisp	80%	61%	79%	79%	75%
	NH White	17%	27%	16%	16%	19%
	NH Black	0%	1%	0%	3%	1%
	Asian/Pac.Isl.	3%	10%	4%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%
Voter Registration (Nov 2020)	Total	3,161	2,966	2,502	2,015	10,644
	Latino est.	70%	67%	71%	82%	72%
	Spanish-Surnamed	64%	61%	66%	76%	66%
	Asian-Surnamed	7%	6%	3%	6%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	30%	33%	31%	14%	28%
	NH Black	0%	1%	0%	2%	1%
Voter Turnout (Nov 2020)	Total	2,300	2,203	1,699	1,258	7,460
	Latino est.	67%	65%	67%	79%	68%
	Spanish-Surnamed	62%	60%	63%	74%	63%
	Asian-Surnamed	7%	6%	3%	6%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	30%	33%	31%	14%	28%
	NH Black	0%	1%	0%	2%	1%
Voter Turnout (Nov 2018)	Total	1,401	1,508	1,167	733	4,809
	Latino est.	64%	56%	62%	78%	63%
	Spanish-Surnamed	59%	52%	59%	75%	59%
	Asian-Surnamed	7%	5%	3%	5%	5%
	Filipino-Surnamed	1%	1%	1%	1%	1%
	NH White est.	32%	40%	35%	14%	33%
	NH Black est.	0%	1%	0%	2%	1%
Age	age0-19	33%	31%	30%	37%	33%
	age20-60	49%	53%	53%	51%	51%
	age60plus	18%	16%	17%	12%	16%
Immigration	immigrants	20%	18%	25%	31%	24%
	naturalized	36%	29%	30%	23%	29%
Language spoken at home	english	43%	58%	45%	20%	41%
	spanish	55%	38%	53%	78%	56%
	asian-lang	0%	1%	0%	0%	0%
	other lang	2%	4%	2%	2%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	17%	19%	43%	25%
Education (among those age 25+)	hs-grad	56%	58%	55%	41%	53%
	bachelor	6%	12%	6%	2%	7%
	graduatedegree	3%	5%	2%	2%	3%
Child in Household	child-under18	52%	41%	45%	56%	48%
Pct of Pop. Age 16+	employed	58%	68%	57%	52%	59%
Household Income	income 0-25k	20%	21%	26%	28%	24%
	income 25-50k	27%	24%	36%	48%	34%
	income 50-75k	12%	22%	17%	18%	17%
	income 75-200k	40%	31%	16%	6%	24%
	income 200k-plus	1%	2%	4%	0%	2%
Housing Stats	single family	87%	84%	79%	88%	84%
	multi-family	13%	16%	21%	12%	16%
	rented	37%	30%	55%	49%	43%
	owned	63%	70%	45%	51%	57%
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).						



# City of Selma Map Adoption

March 21, 2022

March 21, 2022 Council Packet

Shalice Tilton, Sr. Consultant

National Demographics Corporation

# Redistricting Process

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Step	Description
<b>Two Initial Hearings</b> Aug. 2 & Aug. 16	Held prior to release of draft maps. Education and to solicit input on the communities in the Districts.
<b>Census Data Release</b> Aug. 12	Census Bureau releases official 2020 Census population data. The data are in rough legacy format and will require reformatting.
<b>California Data Release</b> Early October 2021	California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data. Then three-week mandated waiting period to release maps.
<b>Draft Map Hearing</b> Feb. 7	Public Hearing to discuss and revise the draft maps and to discuss the election sequence.
<b>Draft Map Hearing</b> Mar. 21	Public Hearing to discuss draft maps and election sequence and to select a map for adoption.
<b>Map Adoption</b> By Apr. 17	Final map must be posted at least 7 days prior to adoption. Map adopted via ordinance.



# Redistricting Rules and Goals

## 1. Federal Laws

**Equal Population**  
**Federal Voting Rights Act**  
**No Racial Gerrymandering**



## 2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**  
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**  
(Do not bypass one group of people to get to a more distant group of people)

**Prohibited:** “Shall not favor or discriminate against a political party.”

## 3. Other Traditional Redistricting Principles

**Minimize voters shifted to different election years**

**Respect voters’ choices / continuity in office**

**Future population growth**

**Preserving the core of existing districts**



# Demographic Summary of Existing Districts

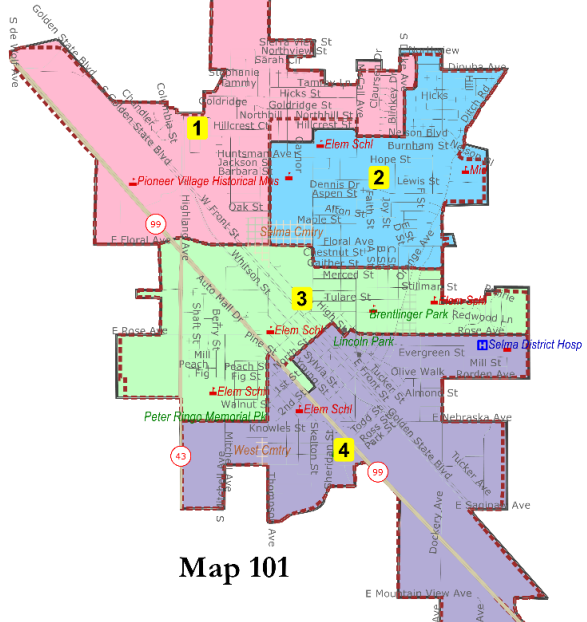
## *City of Selma - Current Plan*

Category	Field	1	2	3	4	Total
2020 Census	Total Population	5,940	6,701	6,049	6,078	24,768
	Population Deviation	-252	509	-143	-114	761
	Pct. Deviation	-4.07%	8.22%	-2.31%	-1.84%	12.29%
Citizen Voting Age Pop	Total	3,357	4,034	3,016	2,600	13,006
	Hisp	80%	64%	81%	77%	75%
	NH White	16%	25%	14%	20%	19%
	NH Black	0%	1%	2%	1%	1%
	Asian/Pac.Isl.	3%	10%	4%	2%	5%
	Native Amer.	1%	4%	1%	0%	2%

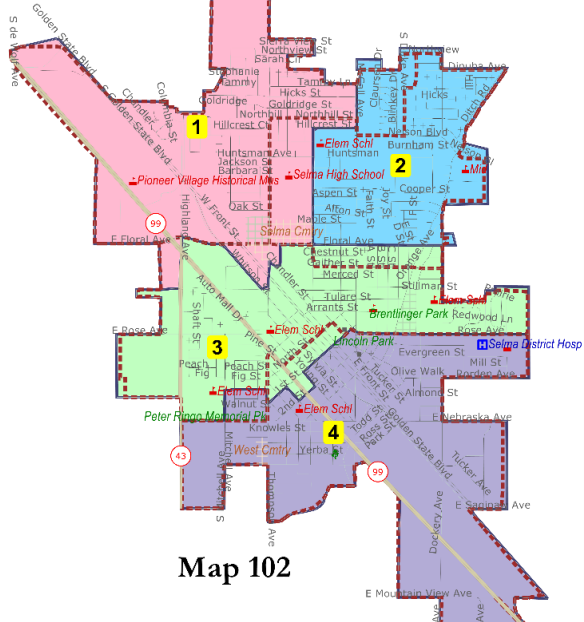
Using official 2020 prisoner-adjusted Census population and estimated demographic data.

Each of the four Council districts must contain about 6,192 people.

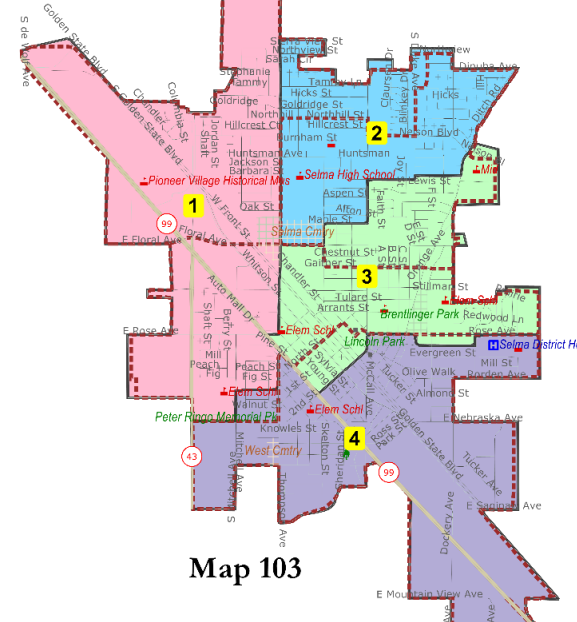
There should be no more than a 10% difference between the greatest populated district and the least populated district. The Existing Districts plan has a 12.29% deviation.



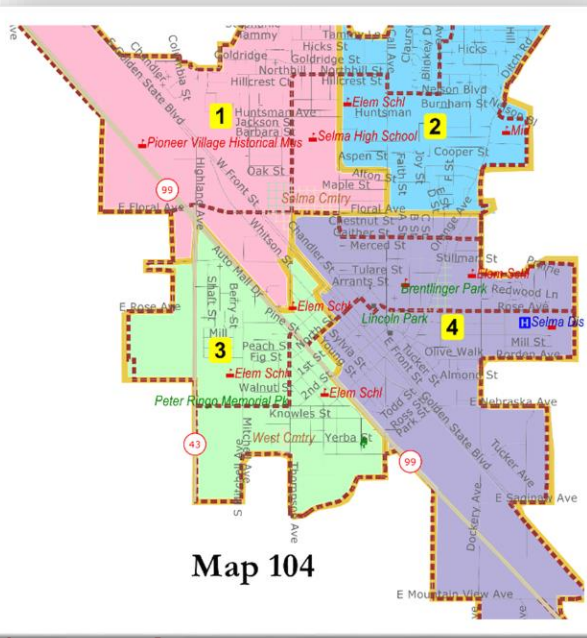
Map 101



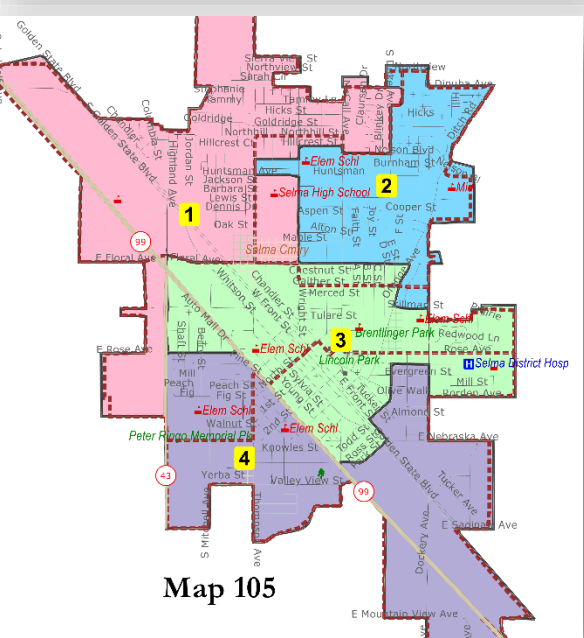
Map 102



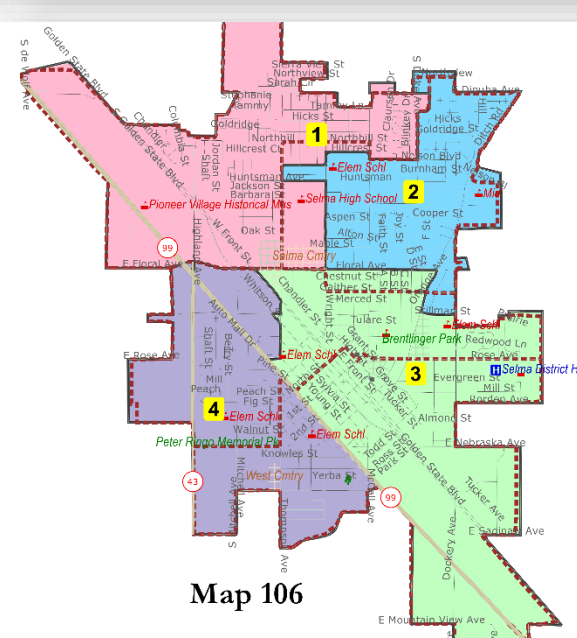
Map 103



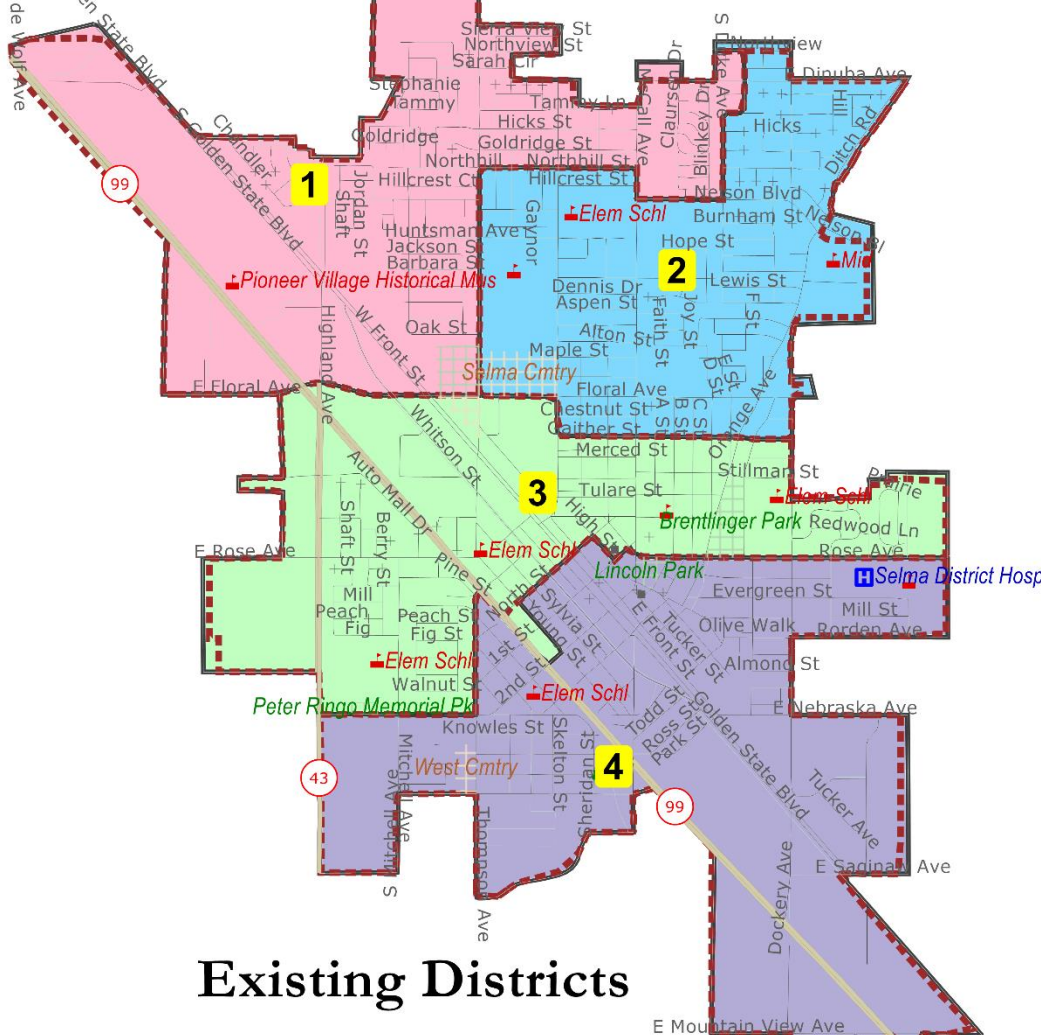
Map 104



Map 105



Map 106



**Existing Districts**

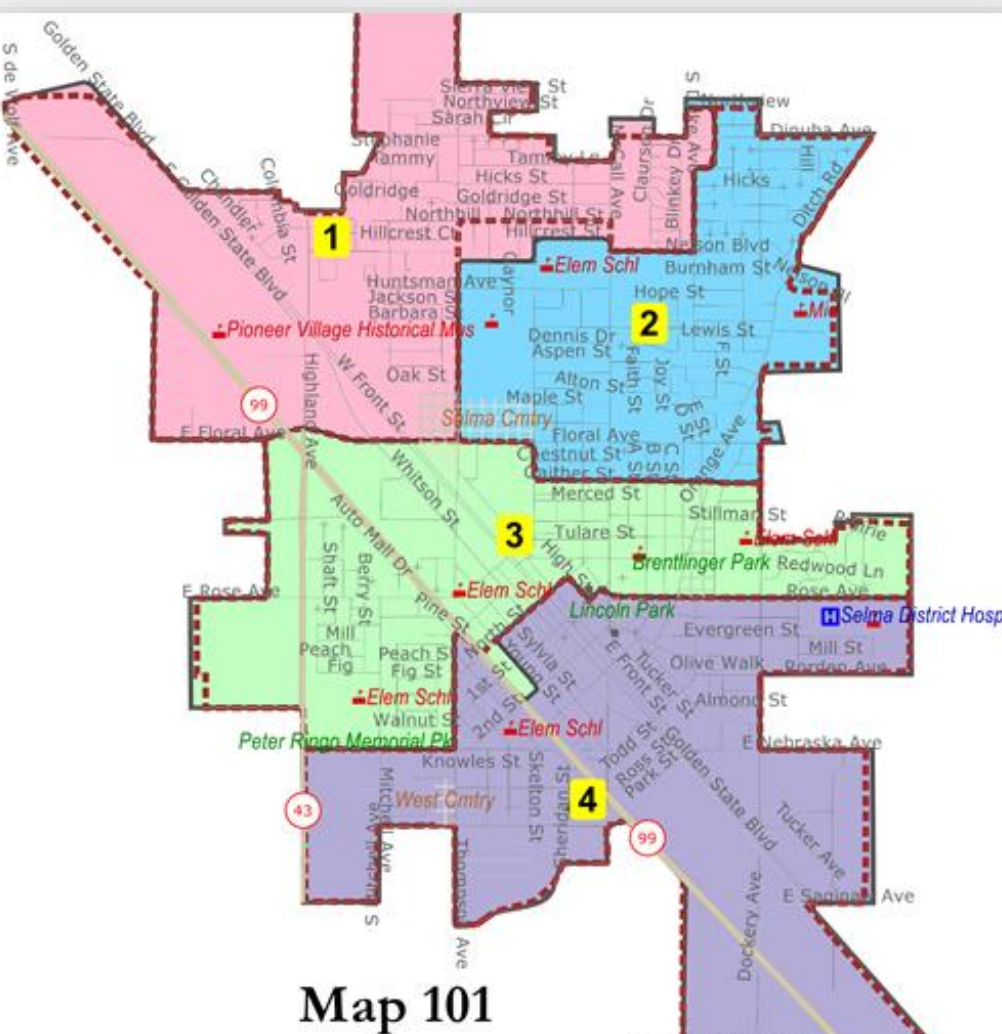
- District 2 is over-populated at 8.22%
- District 1 is under-populated at -4.07%
- The Census Bureau merged census blocks at North Street along the boundary between D3 and D4.
- Total deviation 12.29% (should be under 10%)
- Highest Latino CVAP 81% in D3.
- No Council Pairings.

**City of Selma - Current Plan**

Category	Field	1	2	3	4	Total
2020 Census	Total Population	5,940	6,701	6,049	6,078	24,768
	Population Deviation	-252	509	-143	-114	761
	Pct. Deviation	-4.07%	8.22%	-2.31%	-1.84%	12.29%
Citizen Voting Age Pop	Total	3,357	4,034	3,016	2,600	13,006
	Hisp	80%	64%	81%	77%	75%
	NH White	16%	25%	14%	20%	19%
	NH Black	0%	1%	2%	1%	1%
	Asian/Pac Isl.	3%	10%	4%	2%	5%
	Native Amer.	1%	4%	1%	0%	2%

March 21, 2022 Council Packet





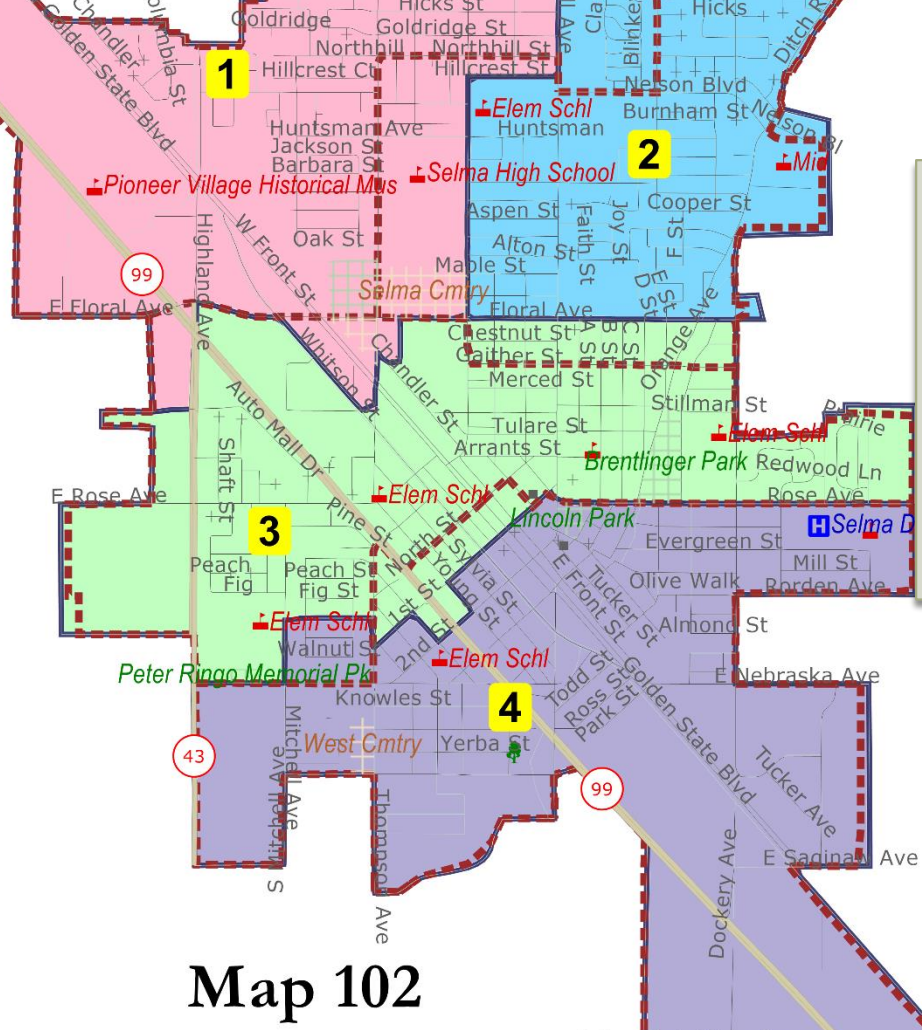
- Slight changes for population.
- Moves 371 people from D2 to D1 south of Northhill Street.
- Total deviation 4.54%
- Highest Latino CVAP 81% in D3.
- No Council pairings.

**Map 101**

*City of Selma - Map 101*

Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,311	6,330	6,049	6,078	24,768
	Population Deviation	119	138	-143	-114	281
	Pct. Deviation	1.92%	2.23%	-2.31%	-1.84%	4.54%
Citizen Voting Age Pop	Total	3,587	3,804	3,016	2,600	13,006
	Hisp	80%	63%	81%	77%	75%
	NH White	17%	25%	14%	20%	19%
	NH Black	0%	1%	2%	1%	1%
	Asian/Pac Isl.	3%	11%	4%	2%	5%
	Native Amer.	1%	4%	1%	0%	2%

March 21, 2022 Council Packet

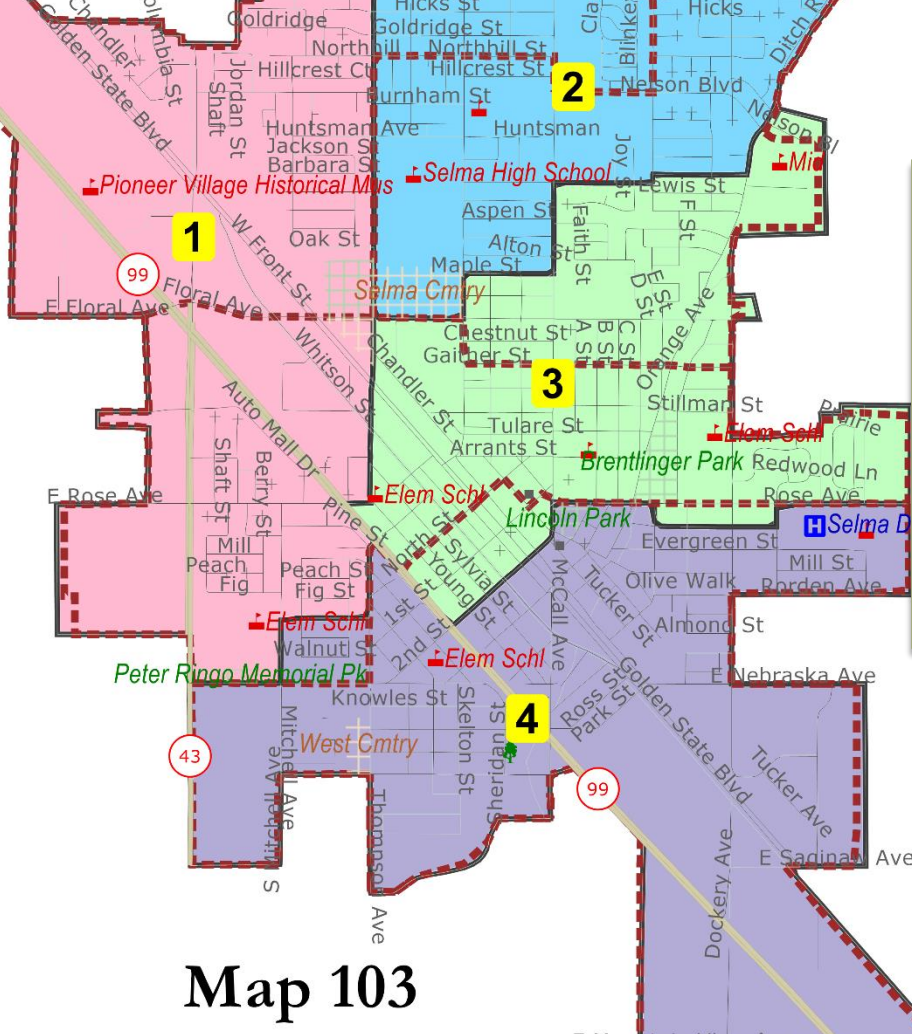


- Achieves more compactness in D1 and D2
- Keeps a horizontal D3.
- Total deviation 6.83%
- Highest Latino CVAP 84% in D1.
- No Council pairings.

Map 102

City of Selma - Map 102						
Category	Field	1	2	3	4	Total
2020 Census	Total Population	5,979	6,186	6,402	6,201	24,768
	Population Deviation	-213	-6	210	9	423
	Pct. Deviation	-3.44%	-0.10%	3.39%	0.15%	6.83%
Citizen Voting Age Pop	Total	3,398	3,560	3,439	2,609	13,006
	Hisp	84%	59%	78%	78%	75%
	NH White	12%	31%	16%	18%	19%
	NH Black	0%	1%	1%	1%	1%
	Asian/Pac Isl.	4%	9%	5%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%

March 21, 2022 Council Packet



- Achieves more compactness in D2 and D3.
- D1 extends south of Floral Avenue to Nebraska Ave.
- Total deviation 6.51%
- Highest Latino CVAP 89% in D1.
- No Council pairings.

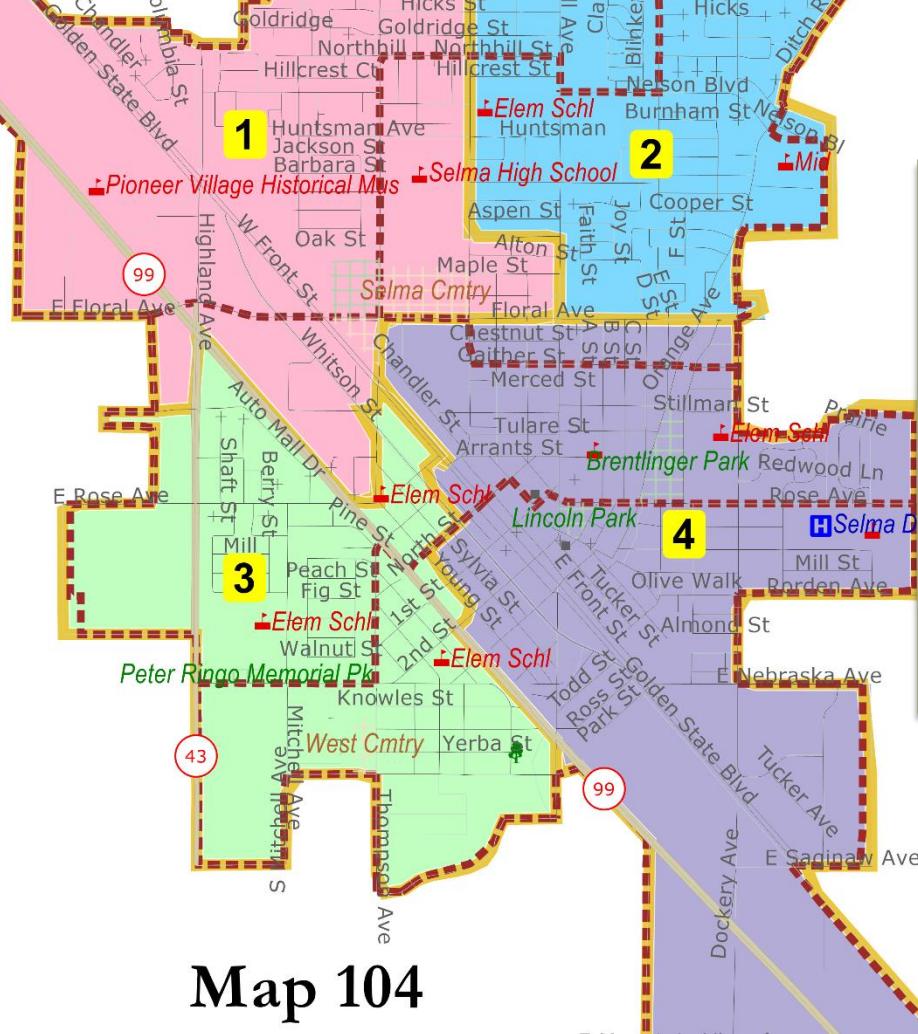
**Map 103**

**City of Selma - Map 103**

Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,423	6,151	6,020	6,174	24,768
	Population Deviation	231	-41	-172	-18	403
	Pct. Deviation	3.73%	-0.66%	-2.78%	-0.29%	6.51%
Citizen Voting Age Pop	Total	3,014	3,770	3,594	2,628	13,006
	Hisp	89%	63%	73%	77%	75%
	NH White	6%	31%	18%	20%	19%
	NH Black	2%	0%	1%	1%	1%
	Asian/Pac Isl.	3%	7%	8%	3%	5%
	Native Amer.	0%	2%	3%	0%	2%

March 21, 2022 Council Packet





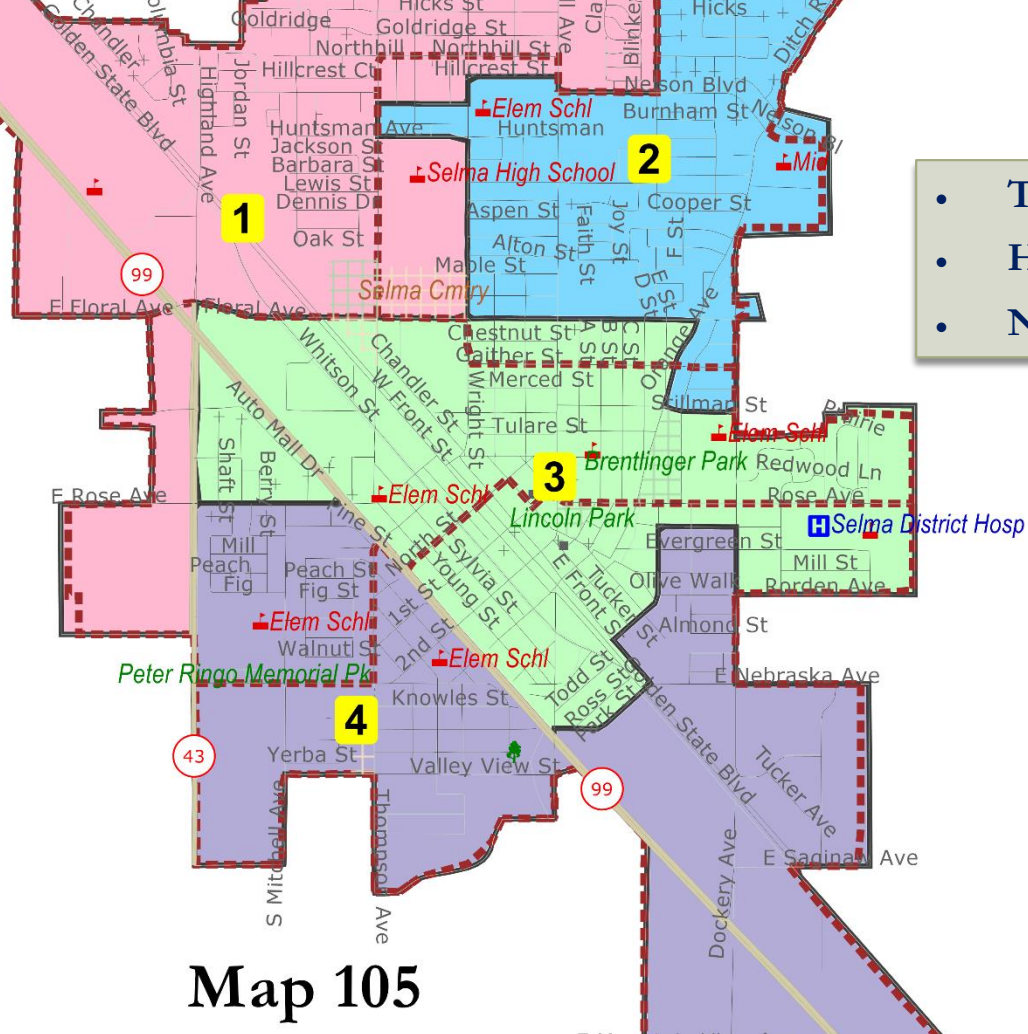
**Map 104**

- Plan submitter: “My proposed plan divides the districts by quadrants— NW, NE, SW, and SE. This puts neighborhoods together so that the elected councilperson lives in that neighborhood.”
- Total deviation 3.04%
- Highest Latino CVAP 81% in D1 & D3.
- Two Council Members are paired in District 4.

**City of Selma - Map 104**

Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,295	6,185	6,107	6,181	24,768
	Population Deviation	103	-7	-85	-11	188
	Pct. Deviation	1.66%	-0.11%	-1.37%	-0.18%	3.04%
Citizen Voting Age Pop	Total	3,600	3,476	2,323	3,607	13,006
	Hisp	81%	60%	81%	78%	75%
	NH White	14%	30%	14%	17%	19%
	NH Black	0%	1%	3%	0%	1%
	Asian/Pac Isl.	5%	9%	3%	5%	5%
	Native Amer.	0%	4%	0%	2%	2%

March 21, 2022 Council Packet



- Total deviation 6.49%
- Highest Latino CVAP 81% in D4.
- No Council pairings.

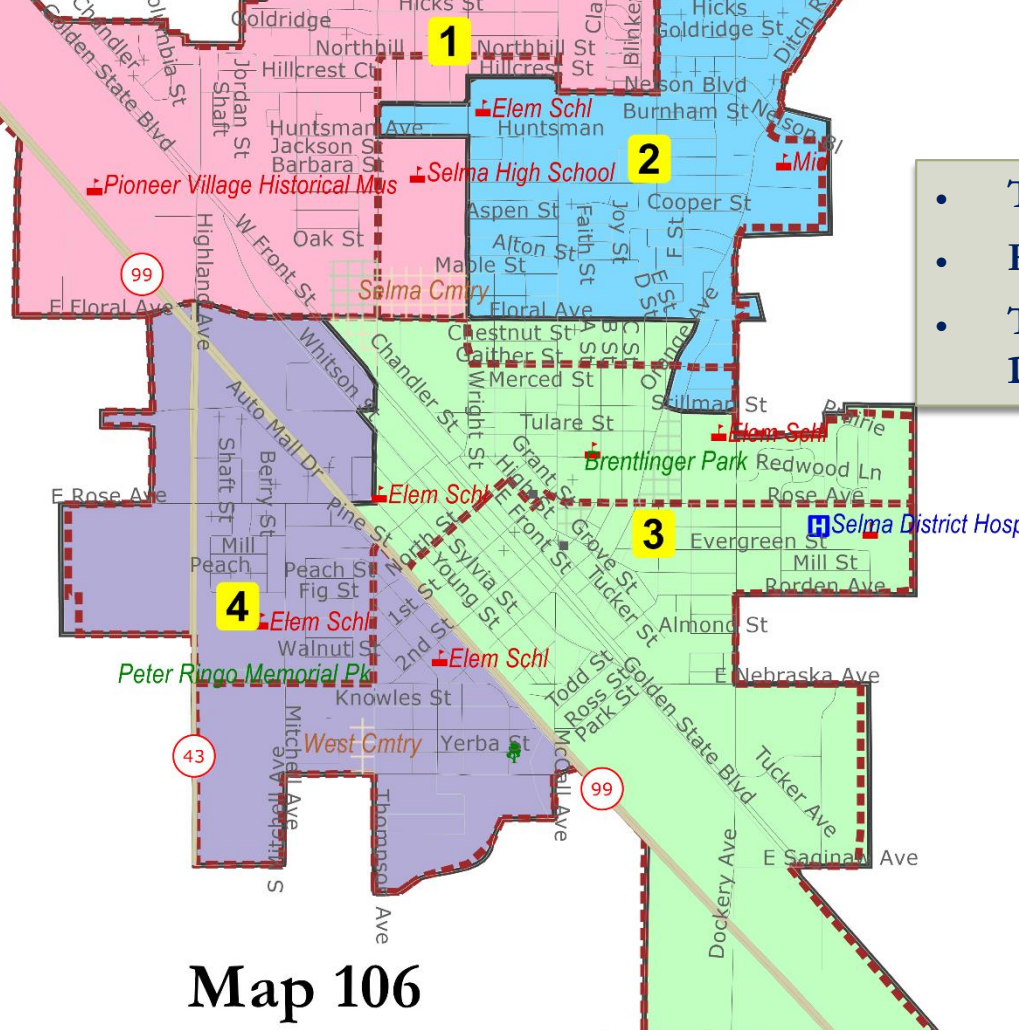
**Map 105**

**City of Selma - Map 105**

Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,270	5,900	6,296	6,302	24,768
	Population Deviation	78	-292	104	110	402
	Pct. Deviation	1.26%	-4.72%	1.68%	1.78%	6.49%
Citizen Voting Age Pop	Total	3,551	3,429	3,564	2,462	13,006
	Hisp	80%	61%	78%	81%	75%
	NH White	17%	27%	17%	15%	19%
	NH Black	0%	1%	1%	2%	1%
	Asian/Pac Isl.	3%	10%	4%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%

March 21, 2022 Council Packet

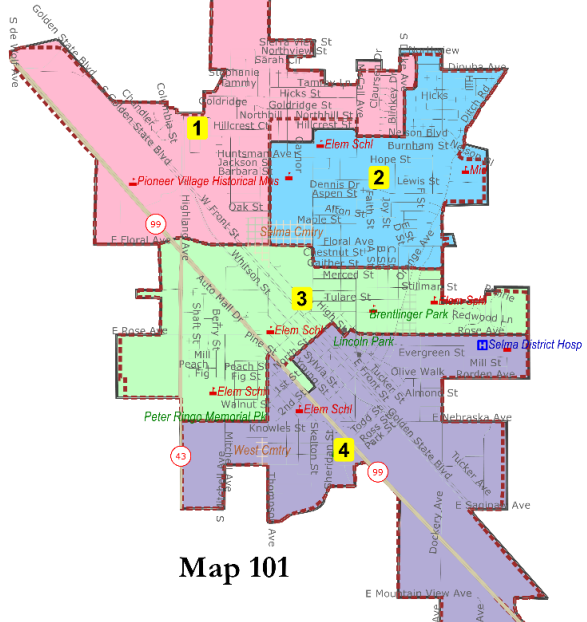




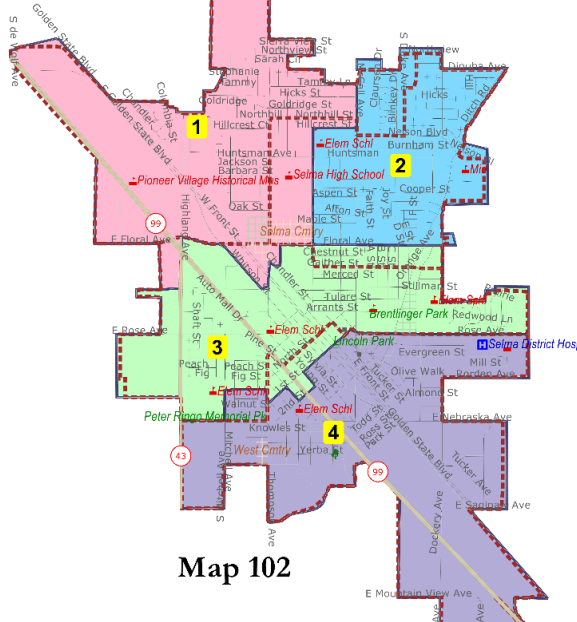
- Total deviation 7.35%
- Highest Latino CVAP 80% in D1.
- Two Council Members are paired in District 3.

Map 106

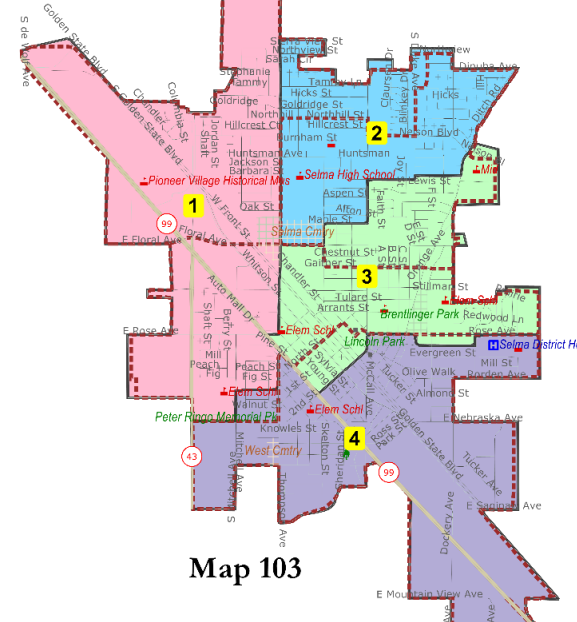
City of Selma - Map 106						
Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,238	5,900	6,355	6,275	24,768
	Population Deviation	46	-292	163	83	455
	Pct. Deviation	0.74%	-4.72%	2.63%	1.34%	7.35%
Citizen Voting Age Pop	Total	3,546	3,429	3,618	2,413	13,006
	Hisp	80%	61%	79%	79%	75%
	NH White	17%	27%	16%	16%	19%
	NH Black	0%	1%	0%	3%	1%
	Asian/Pac.Isl.	3%	10%	4%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%



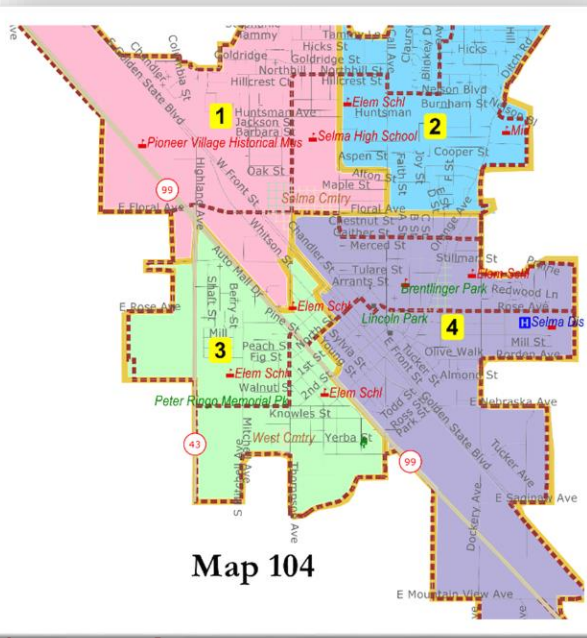
Map 101



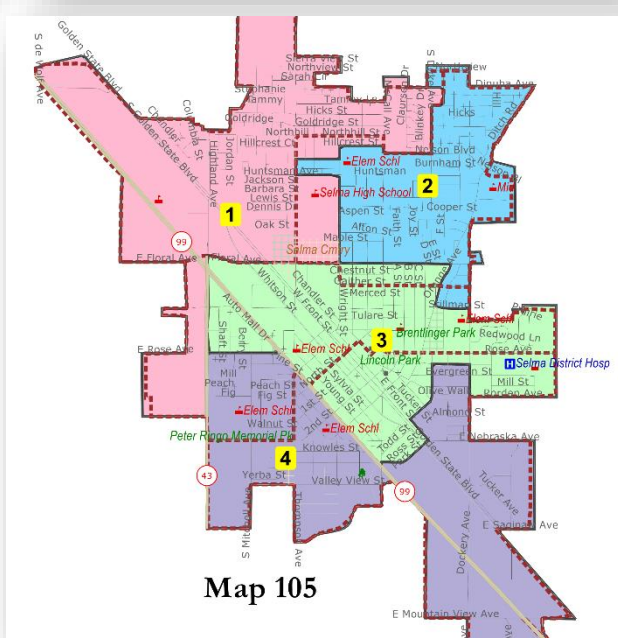
Map 102



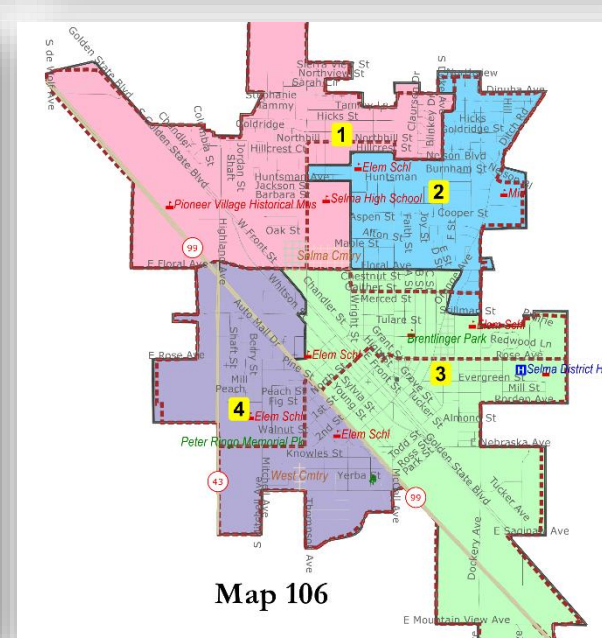
Map 103



Map 104



Map 105



Map 106

### City of Selma - Map 101

Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,311	6,330	6,049	6,078	24,768
	Population Deviation	119	138	-143	-114	281
	Pct. Deviation	1.92%	2.23%	-2.31%	-1.84%	4.54%
Citizen Voting Age Pop	Total	3,587	3,804	3,016	2,600	13,006
	Hisp	80%	63%	81%	77%	75%
	NH White	17%	25%	14%	20%	19%
	NH Black	0%	1%	2%	1%	1%
	Asian/Pac.Isl.	3%	11%	4%	2%	5%
	Native Amer.	1%	4%	1%	0%	2%

### City of Selma - Map 104

Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,295	6,185	6,107	6,181	24,768
	Population Deviation	103	-7	-85	-11	188
	Pct. Deviation	1.66%	-0.11%	-1.37%	-0.18%	3.04%
Citizen Voting Age Pop	Total	3,600	3,476	2,323	3,607	13,006
	Hisp	81%	60%	81%	78%	75%
	NH White	14%	30%	14%	17%	19%
	NH Black	0%	1%	3%	0%	1%
	Asian/Pac.Isl.	5%	9%	3%	5%	5%
	Native Amer.	0%	4%	0%	2%	2%

### City of Selma - Map 102

Category	Field	1	2	3	4	Total
2020 Census	Total Population	5,979	6,186	6,402	6,201	24,768
	Population Deviation	-213	-6	210	9	423
	Pct. Deviation	-3.44%	-0.10%	3.39%	0.15%	6.83%
Citizen Voting Age Pop	Total	3,398	3,560	3,439	2,609	13,006
	Hisp	84%	59%	78%	78%	75%
	NH White	12%	31%	16%	18%	19%
	NH Black	0%	1%	1%	1%	1%
	Asian/Pac.Isl.	4%	9%	5%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%

### City of Selma - Map 105

Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,270	5,900	6,296	6,302	24,768
	Population Deviation	78	-292	104	110	402
	Pct. Deviation	1.26%	-4.72%	1.68%	1.78%	6.49%
Citizen Voting Age Pop	Total	3,551	3,429	3,564	2,462	13,006
	Hisp	80%	61%	78%	81%	75%
	NH White	17%	27%	17%	15%	19%
	NH Black	0%	1%	1%	2%	1%
	Asian/Pac.Isl.	3%	10%	4%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%

### City of Selma - Map 103

Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,423	6,151	6,020	6,174	24,768
	Population Deviation	231	-41	-172	-18	403
	Pct. Deviation	3.73%	-0.66%	-2.78%	-0.29%	6.51%
Citizen Voting Age Pop	Total	3,014	3,770	3,594	2,628	13,006
	Hisp	89%	63%	73%	77%	75%
	NH White	6%	31%	18%	20%	19%
	NH Black	2%	0%	1%	1%	1%
	Asian/Pac.Isl.	3%	7%	8%	3%	5%
	Native Amer.	0%	2%	3%	0%	2%

### City of Selma - Map 106

Category	Field	1	2	3	4	Total
2020 Census	Total Population	6,238	5,900	6,355	6,275	24,768
	Population Deviation	46	-292	163	83	455
	Pct. Deviation	0.74%	-4.72%	2.63%	1.34%	7.35%
Citizen Voting Age Pop	Total	3,546	3,429	3,618	2,413	13,006
	Hisp	80%	61%	79%	79%	75%
	NH White	17%	27%	16%	16%	19%
	NH Black	0%	1%	0%	3%	1%
	Asian/Pac.Isl.	3%	10%	4%	3%	5%
	Native Amer.	1%	3%	2%	0%	2%

# Proposed Sequencing

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- ❑ Election Year 2022: Districts 2, 3
- ❑ Election Year 2024: Districts 1, 4
- ❑ After preferred map is identified, it is recommended the City Council review and, if needed, adjust the district number assignments.



# Public Hearing & Discussion

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- ❑ Public hearing to receive input on draft maps.
- ❑ Identify preferred map for adoption.
- ❑ Review and adjust the district assignments on the preferred map, if needed.
- ❑ Introduce an ordinance adopting the new map.
- ❑ All the maps and the full demographic summaries can be viewed on the website at <https://www.cityofselma.com/government/Redistricting.php>
- ❑ The best way to view the maps in detail is through the interactive map viewer at this link: <https://arcg.is/j1T4z0>

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**ITEM NO:** 3.

**SUBJECT:** Adopt Resolution Approving the Master Salary Schedule Reflecting Changes in Job Classifications and Pay Rates

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**BACKGROUND:** Pursuant to Section 36506 of the California Government Code, the City Council shall by Resolution or Ordinance, fix the compensation of all appointive officers and employees. In addition, pursuant to 570.5 of Title 2 of the California Code of Regulations, pay rates for City employees must be approved and adopted by the City Council in accordance with requirements of public meeting laws and be publicly available in a salary schedule which identifies position titles, pay rates, and the time base of compensation including whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually. Furthermore, the California Public Employees' Retirement System (CalPERS), requests all CalPERS contracted employers to list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2 of the California Code of Regulations.

As a result of the above statutory requirements, the City Council has adopted a Master Salary Schedule listing all job classifications approved by the City Council including corresponding pay rates and the time base of compensation. The last update to the Master Salary Schedule was February 7, 2022, Resolution No. 2022 – 11R.

The Resolution before you today would amend the Master Salary Schedule to reflect proposed job classifications, corresponding pay rates, and the time base of compensation. The proposed job classifications are listed below by department and in Exhibit A, Master Salary Schedule.

**DISCUSSION:** Over the past several months, the City Manager has assessed operations and workload priorities within all City departments. Based on this assessment, the City Manager proposes the allocation of new positions, as listed below. These changes are reflected in the Master Salary Schedule attached to the Resolution as Exhibit A. Following the necessary procedures for addressing the meet and confer/meet and consult requirements or negotiation with the respective bargaining units, the City Manager will bring back to Council at a later date other organizational change requests.

The recommended new position classifications, salary increases, and additional changes to the Master Salary Schedule are discussed below by affected department. These positions will be unrepresented until such time as they are allocated to a bargaining unit through petition or administrative action.

**Administration Department:**

- Human Resources Technician (\$3,559.00 to \$4,326.00 per month) (New Classification)

**City Manager Department:**

- Executive Assistant to the City Manager (\$4,357.00 to \$5,296.00 per month) (New Classification)

**Finance/Treasurer Department:**

- Senior Accountant (\$5,689.00 to \$6,915.00 per month) (New Classification)

**Community Development Department:**

- Associate Planner (\$5,205.58 to \$6,327.42 per month) (Existing Classification, Salary Increase)
- Code Enforcement Officer II (\$4,652.00 to \$5,654.00 per month) (New Classification)
- Engineering Technician (\$4,271.00 to \$5,191.00) (New Classification)

**Police Department:**

- Police Chief (\$9,731.00 to \$11,828.14 per month) (Salary Increase)

**Public Works Department:**

- Public Works Director (\$8,456.00 to \$10,278.00 per month) Effective 5/10/2022 (Salary Increase)

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**RECOMMENDATION:** Effective March 21, 2022, Adopt Resolution Approving the Master Salary Schedule Reflecting New Job Classifications and Changes to Pay Rates.

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Christina Arias, Human Resources Manager

Fernando Santillan, City Manager

**RESOLUTION NO. 2022 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA APPROVING SIDE LETTER AGREEMENT WITH THE  
SECRETARIAL CLERICAL TECHNICAL ASSOCIATION AND THE MID  
MANAGEMENT UNIT; AND APPROVING THE MASTER SALARY SCHEDULE  
REFLECTING CHANGES IN JOB CLASSIFICATIONS AND PAY RATES**

**WHEREAS**, Section 3500, et al, of the California Government Code requires the City and recognized employee representatives to meet and confer over hours, wages, and terms and conditions of employment, including the addition, deletion, reclassification, and compensation of positions covered by recognized representation units, and

**WHEREAS**, City representatives and representatives for Secretarial Clerical Technical Association; have met and conferred and reached agreements as reflected in Exhibit A and Exhibit B, attached to this resolution, regarding the addition of a new job classification, the reclassification of existing position, and pay rates as listed below; and

Exhibit A:

- Associate Planner (\$5,205.58 to \$6,327.42 per month)
- Accounting Technician (\$4,160.00 to \$5,056.00 per month)
- Code Enforcement Officer II (\$4,652.00 to \$5,654.00 per month)
- Engineering Technician (\$4,271.00 to \$5,191.00 per month)
- Executive Assistant to the City Manager (\$4,357.00 to \$5,296.00 per month)
- Human Resources Technician (\$3,559.00 to \$4,326.00 per month)
- Senior Accountant (\$5,689.00 to \$6,915.00 per month)
- Police Chief (\$9,731.04 to \$11,828.14 per month)
- Public Works Director (\$8,456.00 to \$10,278.00 per month) (Effective 5/10/2022)

Exhibit B:

Secretarial Clerical Technical Employee Bargaining Unit:

- Reclassification of Code Enforcement Officer I with no change in Salary Range.

**WHEREAS**, Section 36506 of the California Government Code requires that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

**WHEREAS**, pursuant to Section 570.5 of Title 2 of the California Code of Regulation, pay rates shall be duly approved and adopted by the City Council in accordance with requirements of public meeting laws and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a



single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

**WHEREAS**, the California Public Employees' Retirement System (CalPERS), requests all CalPERS contracted employers to list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2, California Code of Regulations Section 570.5. and meeting all the requirements thereof; and

**WHEREAS**, the City Council desires to approve the Side Letter Agreement listed herein and attached to this resolution as Exhibits A and B, in conformance with Section 3500, et al, of the California Government Code, reflecting changes in representation unit job classifications and pay rates; and

**WHEREAS**, the City Council desires to approve the amended Master Salary Schedule attached to this resolution and Exhibit A, in conformance with Section 36506 of the California Government Code and Title 2, CCR Section 570.5, reflecting changes in job classifications and pay rates resulting from meeting and conferring with representation units.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Selma as follows:

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

**Section 2.** The City Council hereby approves the Side Letter Agreement with the representation units listed herein and attached hereto as Exhibits A and B, and incorporated herein by reference.

**Section 3.** The City Council hereby adopts a single consolidated Master Salary Schedule that meets all the requirements of Title 2 CCR Section 570.5, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 4.** All prior resolutions concerning compensation for City employees that conflict with this resolution or the attached Master Salary Schedule are hereby repealed.

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

**Section 6.**    **Effective Date.**    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** at a Regular Meeting of the City Council of the City of Selma on the 21<sup>st</sup> of March 2022, by the following roll call vote:

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

\_\_\_\_\_  
Scott Robertson, Mayor

ATTEST:

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

**CITY OF SELMA  
MASTER SALARY SCHEDULE  
EFFECTIVE MARCH 21, 2022**

**DEPARTMENT HEADS-FLSA EXEMPT**

<b>Position</b>	<b>Frequency</b>	<b>Current Salary</b>				
City Manager	Monthly	15,667.00	Effective 12/08/2021			
	Biweekly	7,230.92				
	Hourly	90.39				
Community Development Director	Monthly	8,706.00				
	Biweekly	4,018.15				
	Hourly	50.23				
Community Services Director	Monthly	8,008.00	Effective 07/01/2021 *			
	Biweekly	3,696.00				
	Hourly	46.20				
Deputy City Manager	Monthly	11,250.00	11,813.00	12,404.00	13,024.00	13,674.50
	Biweekly	5,192.31	5,452.15	5,724.92	6,011.08	6,311.54
	Hourly	64.90	68.15	71.56	75.14	78.89
Director of Finance/Treasurer	Monthly	9,312.00	9,778.00	10,267.00	10,780.00	11,319.50
	Biweekly	4,297.85	4,512.92	4,738.62	4,975.38	5,224.15
	Hourly	53.72	56.41	59.23	62.19	65.30
Fire Chief	Monthly	9,740.00	Effective 12/08/2020 *			
	Biweekly	4,495.38				
	Hourly	56.19				
Police Chief	Monthly	9,731.04	10,217.59	10,728.47	11,264.90	11,828.14
	Biweekly	4,493.25	4,715.81	4,951.60	5,199.18	5,459.14
	Hourly	56.14	58.95	61.90	64.99	68.24
Public Works Director	Monthly	8,456.00	8,879.00	9,323.00	9,789.00	10,278.00
	Biweekly	3,902.77	4,098.00	4,302.92	4,518.00	4,743.69
	Hourly	48.78	51.23	53.79	56.48	59.30

**FIREFIIGHTERS LOCAL 3716**

<b>Position</b>	<b>Frequency</b>	<b>Salary Schedule</b>				
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Fire Engineer	Monthly	4,610.00	4,841.00	5,083.00	5,337.00	5,604.00
	Biweekly	2,127.69	2,234.31	2,346.00	2,463.23	2,586.46
	Hourly*	19.00	19.95	20.95	21.99	23.09
Firefighter	Monthly	4,180.00	4,389.00	4,608.00	4,838.00	5,080.00
	Biweekly	1,929.23	2,025.69	2,126.77	2,232.92	2,344.62
	Hourly*	17.23	18.09	18.99	19.94	20.93

(\* 56 hours per week)

**FIREFIGHTERS LOCAL 3716 - Continued**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Non-Safety Paramedic (24)	Monthly	2,856.00	2,999.00	3,149.00	3,306.00	3,471.00
	Biweekly	1,318.15	1,384.15	1,453.38	1,525.85	1,602.00
	Hourly	16.48	17.30	18.17	19.07	20.03
Non-Safety EMT (24)	Monthly	2,600.00	2,730.00	2,867.00	3,010.00	3,161.00
	Biweekly	1,200.00	1,260.00	1,323.23	1,389.23	1,458.92
	Hourly	15.00	15.75	16.54	17.37	18.24
Non-Safety Paramedic (12)	Monthly	3,410.00	3,581.00	3,760.00	3,948.00	4,145.00
	Biweekly	1,573.85	1,652.77	1,735.38	1,822.15	1,913.08
	Hourly	19.67	20.66	21.69	22.78	23.91
Non-Safety EMT (12)	Monthly	2,600.00	2,730.00	2,867.00	3,010.00	3,161.00
	Biweekly	1,200.00	1,260.00	1,323.23	1,389.23	1,458.92
	Hourly	15.00	15.75	16.54	17.37	18.24

**FIRE MID-MANAGEMENT**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Captain	Monthly	5,857.00	6,150.00	6,458.00	6,781.00	7,120.00
	Biweekly	2,703.23	2,838.46	2,980.62	3,129.69	3,286.15
	Hourly *	24.14	25.34	26.61	27.94	29.34
		(* 56 hours per week)				
Fire Division Chief (FLSA Exempt)	Monthly	7,457.00	7,830.00	8,222.00	8,633.00	9,065.00
	Biweekly	3,441.69	3,613.85	3,794.77	3,984.46	4,183.85
	Hourly	43.02	45.17	47.43	49.81	52.30
Fire Marshal	Monthly	5,857.00	6,150.00	6,458.00	6,781.00	7,120.00
	Biweekly	2,703.23	2,838.46	2,980.62	3,129.69	3,286.15
	Hourly	33.79	35.48	37.26	39.12	41.08

**MISCELLANEOUS MID-MANAGEMENT**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Accountant	Monthly	4,963.00	5,211.00	5,472.00	5,746.00	6,033.00
	Biweekly	2,290.62	2,405.08	2,525.54	2,652.00	2,784.46
	Hourly	28.63	30.06	31.57	33.15	34.81
Accounting Technician	Monthly	4,160.00	4,368.00	4,586.00	4,815.00	5,056.00
	Biweekly	1,920.00	2,016.00	2,116.62	2,222.31	2,333.54
	Hourly	24.00	25.20	26.46	27.78	29.17
Administrative Analyst	Monthly	5,179.00	5,438.00	5,710.00	5,996.00	6,296.00
	Biweekly	2,390.31	2,509.85	2,635.38	2,767.38	2,905.85
	Hourly	29.88	31.37	32.94	34.59	36.32

**Exhibit A**

City Clerk/Public Information Ofc	Monthly	5,903.00	6,198.00	6,508.00	6,833.00	7,175.00
	Biweekly	2,724.46	2,860.62	3,003.69	3,153.69	3,311.54
	Hourly	34.06	35.76	37.55	39.42	41.39
Finance Department Manager	Monthly	5,211.00	5,472.00	5,746.00	6,033.00	6,335.00
	Biweekly	2,405.08	2,525.54	2,652.00	2,784.46	2,923.85
	Hourly	30.06	31.57	33.15	34.81	36.55
Fleet Maintenance Supervisor	Monthly	5,701.00	5,986.00	6,285.00	6,599.00	6,929.00
	Biweekly	2,631.23	2,762.77	2,900.77	3,045.69	3,198.00
	Hourly	32.89	34.53	36.26	38.07	39.98

**MISCELLANEOUS MID-MANAGEMENT Continued**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Human Resources Manager	Monthly	6,093.00	6,398.00	6,718.00	7,054.00	7,407.00
	Biweekly	2,812.15	2,952.92	3,100.62	3,255.69	3,418.62
	Hourly	35.15	36.91	38.76	40.70	42.73
Info System Coor/GIS Supervisor	Monthly	4,688.00	4,922.00	5,168.00	5,426.00	5,697.00
	Biweekly	2,163.69	2,271.69	2,385.23	2,504.31	2,629.38
	Hourly	27.05	28.40	29.82	31.30	32.87
Planning & Development Manager	Monthly	7,196.00	7,556.00	7,934.00	8,331.00	8,748.00
	Biweekly	3,321.23	3,487.38	3,661.85	3,845.08	4,037.54
	Hourly	41.52	43.59	45.77	48.06	50.47
Police Records Supervisor	Monthly	4,383.00	4,602.00	4,832.00	5,074.00	5,328.00
	Biweekly	2,022.92	2,124.00	2,230.15	2,341.85	2,459.08
	Hourly	25.29	26.55	27.88	29.27	30.74
Principal Planner	Monthly	6,853.00	7,196.00	7,556.00	7,934.00	8,331.00
	Biweekly	3,162.92	3,321.23	3,487.38	3,661.85	3,845.08
	Hourly	39.54	41.52	43.59	45.77	48.06
Public Works Supervisor	Monthly	5,371.00	5,640.00	5,922.00	6,218.00	6,529.00
	Biweekly	2,478.92	2,603.08	2,733.23	2,869.85	3,013.38
	Hourly	30.99	32.54	34.17	35.87	37.67
Recreation Supervisor	Monthly	4,265.00	4,478.00	4,702.00	4,937.00	5,184.00
	Biweekly	1,968.46	2,066.77	2,170.15	2,278.62	2,392.62
	Hourly	24.61	25.83	27.13	28.48	29.91
Transit Maintenance Manager	Monthly	5,649.00	5,931.00	6,228.00	6,539.00	6,866.00
	Biweekly	2,607.23	2,737.38	2,874.46	3,018.00	3,168.92
	Hourly	32.59	34.22	35.93	37.73	39.61

**POLICE MID-MANAGEMENT**

Position	Frequency	Salary Schedule				
		A	B	C	D	E

**Exhibit A**

Police Commander	Monthly	6,679.00	7,013.00	7,364.00	7,732.00	8,119.00
	Biweekly	3,082.62	3,236.77	3,398.77	3,568.62	3,747.23
	Hourly	38.53	40.46	42.48	44.61	46.84
Police Sergeant	Monthly	5,364.00	5,632.00	5,914.00	6,210.00	6,521.00
	Biweekly	2,475.69	2,599.38	2,729.54	2,866.15	3,009.69
	Hourly	30.95	32.49	34.12	35.83	37.62
Supervisor Safety Dispatcher	Monthly	4,296.00	4,511.00	4,737.00	4,974.00	5,223.00
	Biweekly	1,982.77	2,082.00	2,186.31	2,295.69	2,410.62
	Hourly	24.78	26.03	27.33	28.70	30.13

**POLICE OFFICERS ASSOCIATION**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Community Services Officer	Monthly	2,985.00	3,134.00	3,291.00	3,456.00	3,629.00
	Biweekly	1,377.69	1,446.46	1,518.92	1,595.08	1,674.92
	Hourly	17.22	18.08	18.99	19.94	20.94
Police Officer	Monthly	4,232.00	4,444.00	4,666.00	4,899.00	5,144.00
	Biweekly	1,953.23	2,051.08	2,153.54	2,261.08	2,374.15
	Hourly	24.42	25.64	26.92	28.26	29.68
Property/Evidence Technician	Monthly	3,291.00	3,456.00	3,629.00	3,810.00	4,001.00
	Biweekly	1,518.92	1,595.08	1,674.92	1,758.46	1,846.62
	Hourly	18.99	19.94	20.94	21.98	23.08
Safety Dispatcher I	Monthly	3,205.00	3,365.00	3,533.00	3,710.00	3,896.00
	Biweekly	1,479.23	1,553.08	1,630.62	1,712.31	1,798.15
	Hourly	18.49	19.41	20.38	21.40	22.48
Safety Dispatcher II	Monthly	3,533.00	3,710.00	3,896.00	4,091.00	4,296.00
	Biweekly	1,630.62	1,712.31	1,798.15	1,888.15	1,982.77
	Hourly	20.38	21.40	22.48	23.60	24.78

**PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Custodian	Monthly	2,943.00	3,090.00	3,245.00	3,407.00	3,577.00
	Biweekly	1,358.31	1,426.15	1,497.69	1,572.46	1,650.92
	Hourly	16.98	17.83	18.72	19.66	20.64
Equipment Mechanic III	Monthly	4,159.00	4,367.00	4,585.00	4,814.00	5,055.00
	Biweekly	1,919.54	2,015.54	2,116.15	2,221.85	2,333.08
	Hourly	23.99	25.19	26.45	27.77	29.16
Maintenance Worker I	Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
	Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
	Hourly	17.39	18.26	19.17	20.13	21.13

**Exhibit A**

Maintenance Worker II	Monthly	3,356.00	3,524.00	3,700.00	3,885.00	4,079.00
	Biweekly	1,548.92	1,626.46	1,707.69	1,793.08	1,882.62
	Hourly	19.36	20.33	21.35	22.41	23.53
Maintenance Worker III	Monthly	3,833.00	4,025.00	4,226.00	4,437.00	4,659.00
	Biweekly	1,769.08	1,857.69	1,950.46	2,047.85	2,150.31
	Hourly	22.11	23.22	24.38	25.60	26.88
Transit Fleet Service Coordinator	Monthly	5,179.00	5,438.00	5,710.00	5,996.00	6,296.00
	Biweekly	2,390.31	2,509.85	2,635.38	2,767.38	2,905.85
	Hourly	29.88	31.37	32.94	34.59	36.32

**PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES - Continued**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Transit Mechanic I	Monthly	3,772.00	3,961.00	4,159.00	4,367.00	4,585.00
	Biweekly	1,740.92	1,828.15	1,919.54	2,015.54	2,116.15
	Hourly	21.76	22.85	23.99	25.19	26.45
Transit Mechanic II	Monthly	3,961.00	4,159.00	4,367.00	4,585.00	4,814.00
	Biweekly	1,828.15	1,919.54	2,015.54	2,116.15	2,221.85
	Hourly	22.85	23.99	25.19	26.45	27.77
Transit Mechanic III	Monthly	4,159.00	4,367.00	4,585.00	4,814.00	5,055.00
	Biweekly	1,919.54	2,015.54	2,116.15	2,221.85	2,333.08
	Hourly	23.99	25.19	26.45	27.77	29.16
Transit Shuttle Driver	Monthly	2,636.00	2,768.00	2,906.00	3,051.00	3,204.00
	Biweekly	1,216.62	1,277.54	1,341.23	1,408.15	1,478.77
	Hourly	15.21	15.97	16.77	17.60	18.48

**SECRETARIAL, TECHNICAL & CLERICAL**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Account Clerk II	Monthly	3,356.00	3,524.00	3,700.00	3,885.00	4,079.00
	Biweekly	1,548.92	1,626.46	1,707.69	1,793.08	1,882.62
	Hourly	19.36	20.33	21.35	22.41	23.53
Administrative Assistant	Monthly	3,596.00	3,776.00	3,965.00	4,163.00	4,371.00
	Biweekly	1,659.69	1,742.77	1,830.00	1,921.38	2,017.38
	Hourly	20.75	21.78	22.88	24.02	25.22
Arts Center Coordinator	Monthly	3,213.00	3,374.00	3,543.00	3,720.00	3,906.00
	Biweekly	1,482.92	1,557.23	1,635.23	1,716.92	1,802.77
	Hourly	18.54	19.47	20.44	21.46	22.53
Assistant Planner/ Rehab Housing Specialist	Monthly	4,535.00	4,762.00	5,000.00	5,250.00	5,513.00
	Biweekly	2,093.08	2,197.85	2,307.69	2,423.08	2,544.46
	Hourly	26.16	27.47	28.85	30.29	31.81

**Exhibit A**

Associate Planner	Monthly	5,205.58	5,465.86	5,739.15	6,026.11	6,327.42
	Biweekly	2,402.58	2,522.70	2,648.84	2,781.28	2,920.35
	Hourly	30.03	31.53	33.11	34.77	36.50
Building Inspector	Monthly	4,285.00	4,499.00	4,724.00	4,960.00	5,208.00
	Biweekly	1,977.69	2,076.46	2,180.31	2,289.23	2,403.69
	Hourly	24.72	25.96	27.25	28.62	30.05
Building-Planning Technician	Monthly	3,974.00	4,173.00	4,382.00	4,601.00	4,831.00
	Biweekly	1,834.15	1,926.00	2,022.46	2,123.54	2,229.69
	Hourly	22.93	24.08	25.28	26.54	27.87

**SECRETARIAL, TECHNICAL & CLERICAL - Continued**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Clerical Assistant II	Monthly	3,108.00	3,263.00	3,426.00	3,597.00	3,777.00
	Biweekly	1,434.46	1,506.00	1,581.23	1,660.15	1,743.23
	Hourly	17.93	18.83	19.77	20.75	21.79
Code Enforcement Officer	Monthly	3,754.00	3,942.00	4,139.00	4,346.00	4,563.00
	Biweekly	1,732.62	1,819.38	1,910.31	2,005.85	2,106.00
	Hourly	21.66	22.74	23.88	25.07	26.33
Code Enforcement Officer II	Monthly	4,652.00	4,885.00	5,129.00	5,385.00	5,654.00
	Biweekly	2,147.08	2,254.62	2,367.23	2,485.38	2,609.54
	Hourly	26.84	28.18	29.59	31.07	32.62
Engineering Technician	Monthly	4,271.00	4,485.00	4,709.00	4,944.00	5,191.00
	Biweekly	1,971.23	2,070.00	2,173.38	2,281.85	2,395.85
	Hourly	24.64	25.88	27.17	28.52	29.95
Fire Inspector/Code Enforcement	Monthly	4,048.00	4,250.00	4,463.00	4,686.00	4,920.00
	Biweekly	1,868.31	1,961.54	2,059.85	2,162.77	2,270.77
	Hourly	23.35	24.52	25.75	27.03	28.38
Information System Technician	Monthly	4,415.00	4,636.00	4,868.00	5,111.00	5,367.00
	Biweekly	2,037.69	2,139.69	2,246.77	2,358.92	2,477.08
	Hourly	25.47	26.75	28.08	29.49	30.96
Police Clerk I	Monthly	3,005.00	3,155.00	3,313.00	3,479.00	3,653.00
	Biweekly	1,386.92	1,456.15	1,529.08	1,605.69	1,686.00
	Hourly	17.34	18.20	19.11	20.07	21.08
Police Clerk II	Monthly	3,155.00	3,313.00	3,479.00	3,653.00	3,836.00
	Biweekly	1,456.15	1,529.08	1,605.69	1,686.00	1,770.46
	Hourly	18.20	19.11	20.07	21.08	22.13
Recreation Coordinator	Monthly	3,213.00	3,374.00	3,543.00	3,720.00	3,906.00
	Biweekly	1,482.92	1,557.23	1,635.23	1,716.92	1,802.77
	Hourly	18.54	19.47	20.44	21.46	22.53

**PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES**



Exhibit A

Position	Frequency	Rate As of 1/1/2021	Rate As of 1/1/2022			
Art Instructor	Hourly	14.00	15.00			
Assistant Planner	Hourly	22.00	22.00			
Ballfield Maintenance	Hourly	14.00	15.00			
Clerical Assistant II	Hourly	17.41				
EMT - Per Diem	Hourly	15.00	15.00			
Executive Assistant to the City Manager	Monthly	4,357.00	4,575.00	4,804.00	5,044.00	5,296.00
	Biweekly	2,010.92	2,111.54	2,217.23	2,328.00	2,444.31
	Hourly	25.14	26.39	27.72	29.10	30.55
Fire Department Secretary	Hourly	15.30	15.30			
Human Resources Technician	Monthly	3,559.00	3,737.00	3,924.00	4,120.00	4,326.00
	Biweekly	1,642.62	1,724.77	1,811.08	1,901.54	1,996.62
	Hourly	20.53	21.56	22.64	23.77	24.96
Maintenance Worker I	Hourly	14.00	15.00			
Office Assistant	Hourly	14.00	15.00			
Senior Accountant	Monthly	5,689.00	5,973.00	6,272.00	6,586.00	6,915.00
	Biweekly	2,625.69	2,756.77	2,894.77	3,039.69	3,191.54
	Hourly	32.82	34.46	36.18	38.00	39.89

**PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES - Continued**

Position	Frequency	Rate As of 1/1/2021	Rate As of 1/1/2022
Paramedic - Per Diem	Hourly	19.00	26.00
Recreation/Arts Coordinator	Hourly	14.00	15.00
Safety Dispatcher	Hourly	33.72	<b>Effective 10/01/2021</b>
Senior Center Activity Coordinator	Hourly	14.00	15.00
Senior Center Nutrition Coordinator	Hourly	14.00	15.00
Visual Arts Instructor	Hourly	14.00	15.00
Vocal Instructor	Hourly	14.00	15.00
Youth Services Coordinator	Hourly	14.00	15.00

Exhibit B

**SIDE LETTER AGREEMENT BETWEEN CITY OF SELMA AND THE  
SECRETARIAL/TECHNICAL/CLERICAL EMPLOYEES ASSOCIATION**

March 10, 2022

The City and Bargaining Unit Representatives, after meeting and conferring, agree to add the classifications listed below to the list of classifications covered by the Secretarial/Technical/Clerical Employees Bargaining Memorandum of Understanding (MOU) and to include these classifications in the Master Salary Schedule.

Effective Date:

- March 21, 2022

List of Added Positions and Hourly Rates of Compensation:

- Accounting Technician: A, \$24.00; B, \$25.20; C, \$26.46; D, \$27.78; E, \$29.17
- Engineering Technician: A, \$24.64; B, \$25.87; C, \$27.17; D, \$28.52; E, \$29.95
- Code Enforce. Officer II: A, \$26.84; B, \$28.18; C, \$29.59; D, \$31.07; E, \$32.62


Reclassification:

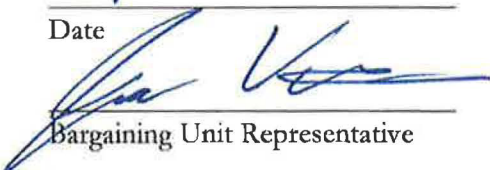
- Reclassify Code Enforcement Officer to Code Enforcement Officer I with no change in Salary Range.

Yearly and Monthly Salary Equivalents:

Yearly and Monthly Equivalents will be based on the hourly rates listed herein.

Except as expressly modified in this Side Letter Agreement, the terms and conditions of the MOU and the rights, duties, and obligations of the parties thereunder are unchanged and remain in full force and effect.

3/18/22  
Date  
  
City of Selma Representative

3/11/22  
Date  
  
Bargaining Unit Representative

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR 2021-2022**

**WHEREAS**, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2021-2022, commencing July 1, 2021 and ending June 30, 2022; and

**WHEREAS**, the purpose of the mid-year adjustment is to update the community on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to the budget adoption; and

**WHEREAS**, the City Council has determined that it is necessary to adjust the expenditures and revenues of the current City budget; and

**WHEREAS**, an annual budget for the City of Selma for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, a copy of which is on file in the City Clerk's Office.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Selma using their independent judgment hereby resolves as follows:

1. The City Council hereby amends the adopted Budget to adjust the expenditures and revenues as provided in Exhibit "1". Attached hereto.
2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the office of the City Clerk

This foregoing resolution is hereby approved the 21st day of March, 2022, in the City of Selma, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Scott Robertson, Mayor

ATTEST:

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

## GENERAL FUND ( Exhibit 1)

Fiscal Year 2021-2022 MID YEAR BUDGET ADJUSTMENTS

ADOPTED GENERAL FUND REVENUES					\$ 16,645,939			
Revenue					FY 21-22 Adopted Budget	Proposed Adjustment	New Proposed Total	Reason for Adjustment
Fund	Dept	Dept Name	Account Number	Account Title				
100	0000	General Fund	410.000.000	Sales Tax	\$ 7,416,330	\$ 237,557.37	\$ 7,653,887	Based on 2nd QTR Received Revenues
100	0000	General Fund	400.100.000	VLF in Lieu of Property Taxes	\$ 2,188,082	\$ 237,557.37	\$ 2,425,639	
TOTAL PROPOSED REVENUE ADJUSTMENT					\$ 475,115			
ADOPTED GENERAL FUND EXPENDITURES					\$ 16,645,939			
Expenditures					FY 21-22 Adopted Budget	Proposed Adjustment	New Proposed Total	Reason for Adjustment
Fund	Dept	Dept Name	Account Number	Account Title				
100	1300	City Manager	500.110.000	Salaries- Full Time	\$ -	\$ 57,643	\$ 18,655	Executive Assistant to the City Manager
100	1300	City Manager	500.110.000	Salaries- Full Time	\$ -	\$ 136,141	\$ 45,380	Deputy City Manager
100	1400	Human Resources	500.110.000	Salaries- Full Time	\$ -	\$ 47,080	\$ 15,693	Human Resources Technician
100	1600	Finance Department	500.110.000	Salaries- Full Time	\$ -	\$ 75,268	\$ 25,089	Senior Accountant
100	1600	Finance Department	500.110.000	Salaries- Full Time	\$ -	\$ 50,803	\$ 16,934	Accounting Technician
100	3100	Planning Department	500.110.000	Salaries- Full Time	\$ -	\$ 68,870	\$ 22,957	Associate Planner
100	3100	Planning Department	500.110.000	Salaries - Full Time	\$ -	\$ 95,208	\$ 31,736	Planning and Development Manager/City Planner
100	2300	Police Administration	500.110.000	Salaries - Full Time	\$ 104,508	\$ 128,742	\$ 24,234	Adjustment for Police Chief Salary
100	1600	Finance Department	500.110.000	Salaries - Full Time	\$ 67,000	\$ 123,000	\$ 56,000	Adjustment for Finance Director/City Treasurer Salary
100	5300	Public Works	500.110.000	Salaries - Full Time	\$ 83,820	\$ 123,337	\$ 39,517	Adjustment for Public Works Director Salary
100	5100	Engineering	500.110.000	Salaries - Full Time	\$ -	\$ 52,166	\$ 17,388.80	Engineering Technician
100	3200	Building	500.110.000	Salaries - Full Time	\$ -	\$ 56,813	\$ 18,937.60	Code Enforcement, Officer II
100	2525	Fire Operations	500.110.000	Salaries - Full Time	\$ 1,296,121	\$ 1,347,966	\$ 51,845	MOU Approved 4% Increase and Retroactive Pay for FD Operations
100	2525	Fire Operations	500.130.000	Salaries- Overtime	\$ 15,640	\$ 40,640	\$ 25,000	Overtime Adjustment for FD Operations
100	2550	Fire Operations	500.110.000	Salaries - Full Time	\$ 98,569	\$ 102,512	\$ 3,943	Fire-Mid Management MOU Approved 4% Increase and Retroactive Pay for FD Prevention
100	2200	Police Field Operations	600.400.000	Professional Services	\$ 132,363	\$ 169,168	\$ 36,805	PD Citywide Cameras
100	3100	Planning	600.400.000	Professional Services	\$ 263,550	\$ 273,550	\$ 10,000	Increase to cover City's Participation in the Fresno County Multi-Jurisdictional Housing Element
100	1400	Human Resources	700.250.000	Equipment	\$ 10,000	\$ 25,000	\$ 15,000	Paylocity Contract Purchase
TOTAL PROPOSED EXPENDITURE ADJUSTMENT					\$ 475,115			

# FUND 701 FLEET MANAGEMENT (Exhibit 1)

Fiscal Year 2021-2022 MID YEAR BUDGET ADJUSTMENTS

ADOPTED FUND 701 REVENUES - FLEET MANAGEMNET					\$ 495,002		
Fund	Dept	Expenditures Account Number	Account Title	2022 Total Budget	Proposed Adjustment	Proposed Total	Reason for Adjustment
701	0	Fleet Management 487.000.000	Internal Service Charge	\$ 495,002	\$ 617,067	\$ 122,065	Mid-Year Operations Requirement
TOTAL PROPOSED REVENUE ADJUSTMENT					\$ 122,065		
ADOPTED FUND 701 EXPENDITURES- FLEET MANAGEMNET					\$ 495,002		
Fund	Dept	Expenditures Account Number	Account Title	2022 Total Budget	Proposed Adjustment	Proposed Total	Reason for Adjustment
	701	9200 Fleet Management 500.110.000	Salaries	\$ 75,123	\$ 79,188	\$ 4,065	Fleet Supervisor Merit Increase
	201	9200 Fleet Management 600.255.000	Tires and Tubes	\$ 17,000	\$ 25,000	\$ 8,000	Additional Tires needed for City Fleet
	201	9200 Fleet Management 600.256.000	Auto Parts	\$ 61,000	\$ 66,000	\$ 5,000	Additional Parts Needed
	201	9200 Fleet Management 600.257.000	Gasoline & Diesel	\$ 200,000	\$ 275,000	\$ 75,000	Increasing Gas and Diesel Prices
	201	9200 Fleet Management 600.457.000	Auto Service Repairs	\$ 30,000	\$ 60,000.00	\$ 30,000	Increase in City Vehicle Repairs
TOTAL PROPOSED EXPENDITURE ADJUSTMENT					\$ 122,065		

## FUND 404 DEVELOPMENT IMPACT FEES - CITY FACILITIES

Fiscal Year 2021-2022 MID YEAR BUDGET ADJUSTMENTS

ADOPTED FUND 404 DEV IMP CITY FACILITIES					\$ 478,579		
		Revenue			2022	Proposed	Proposed
Fund	Dept	Account Number	Account Title	Total Budget	Adjustment	Total	Justification
404	0000	Improvements	700.100.000	Infrastructure	\$ -	\$ 150,000	\$ 150,000 City Hall improvements 2021/2022
TOTAL PROPOSED FUND 404 DEV IMP CITY FACILITIES APPROPRIATION					\$ 150,000		

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

March 21, 2022

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**ITEM NO:** 5.

**SUBJECT:** Discussion Regarding Flags on City Flagpoles and Streetlight Poles

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**RECOMMENDATION:** Staff recommends that the City Council discuss various options for inclusion in a potential city flag policy and provide direction accordingly to City Staff.

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**BACKGROUND AND DISCUSSION:**

Pursuant to a request made by the City Council at the June 21, 2021 City Council meeting, staff has begun researching and drafting a City of Selma flag policy to set clear guidelines for the exhibition of the United States flag, the California State flag, the City of Selma flag, ceremonial flags (i.e. for Sister Cities and other recognized governments) and commemorative flags on City-owned flagpoles. However, before a policy can be fully drafted, staff is seeking the City Council's direction regarding certain elements of the policy, particularly with regard to placement and approval of commemorative flags.

*Purpose*

The established practice in municipalities throughout California is for City-owned flagpoles to be used strictly for purposes of displaying the United States, California and City flags, as well as for expressing official City sentiments (i.e. government speech). City flagpoles are not intended to provide a forum for free expression by the public. Additionally, outdoor flags displayed on City-owned flagpoles should not endorse a religion, religious movement or creed; should not endorse any political party or candidate for elective office; should not advocate a certain outcome in an election; and should not endorse any commercial organization or business.

An effective policy should address Federal and State statutes and regulations regarding the display of the United States (U.S.) and California State flag. It should also address appropriate locations, timing and length of display of commemorative flags, process of consideration and approval for commemorative flags, procurement of commemorative flags, and potential cost of installing/removing commemorative flags on public property.

*Existing City-Owned Flagpoles*

Currently, the City of Selma displays flags at the following locations:

- Government Plaza (City Hall) (U.S., California State, and City of Selma Flags)
- Veterans Memorial Plaza (U.S. Flag, POW-MIA Flags)
- Fire Stations 1 & 2 (U.S., California State, and City of Selma Flags)
- Selma Police Department (U.S. Flag)
- Former Selma Police Department Building (U.S. Flag and California State Flag)

- Public Works Maintenance Yard (U.S., California State Flags)
- Shafer Park (U.S. Flag)
- Ringo Park (U.S. Flag)

The City has historically decorated city streetlight poles on High, 2<sup>nd</sup>, and Tucker Streets with miniature U.S. Flags in observance of Memorial Day and Labor Day. Last year, the City Council also permitted the display of commemorative Pride (LGBTQ+) Month flags on the decorative light poles along Tucker Street between Selma Street and 3<sup>rd</sup> Street. Additionally, the City displays the U.S. and California State flag indoors in the City Council Chamber behind the City Council dais.

### **Commemorative Flags**

The City of Selma has, in the past, received requests to fly commemorative flags. A “commemorative flag” may be defined as a flag that identifies with a specific historical event, cause, nation or group of people that the City Council chooses to honor, support, or commemorate.

#### *Location*

As part of a new policy, the Council can decide whether to allow commemorative flags:

- on any City-owned flagpoles; *or*
- only on specific flagpoles (for example, one of the poles at the Government Plaza); *or*
- on all/specific City-owned flagpoles *and* decorative streetlights (i.e. in the form of banners or miniature flags)
- other location(s) as determined by the Council

Staff does not recommend allowing commemorative flags to be displayed indoors.

#### *Timing and Length of Commemorative Flags:*

Staff recommends that commemorative flags not be displayed more than once a year and for not longer than 31 continuous days. Additionally, only one commemorative flag should be displayed at any given time.

#### *Approval Process:*

The City Council may choose to consider the following alternatives with regard to the approval of requests to display commemorative flags:

- Option 1: Requests by City Council Members  
The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Selma City Council and is subsequently considered for approval at a City Council meeting. Requests to fly a commemorative flag by third parties will not be considered.



- Option 2: Requests by Selma Residents

If a City resident wishes to request Council's consideration to display a commemorative flag, the City resident shall submit a written request to the City Clerk at least 30 days in advance of the desired date of display. Requests will be considered on a first-come, first-served basis.

- Option 3: Hybrid

Any City Council member may request approval from the full City Council to display a commemorative flag. Requests by Selma residents would require endorsement by any City Council member, regardless of District, to be placed on the City Council agenda for consideration.

*Recognized Causes or Groups*

The Council may wish to consider limiting requests to globally, nationally, regionally, or locally recognized events, causes or groups; or allow the consideration of any and all events, causes or groups.

*Procurement of Flags*

Commemorative flags must be either purchased by the City or temporarily donated for the City's use and must be clean, without holes and tears, and be made of an all-weather fabric. Commemorative flags must be the same size or smaller than the United States and California flags that are flown.

The City will not be responsible for the condition of the commemorative flag once flown.

**NEXT STEPS:**

After the City Council has discussed the options presented above and accordingly provided Staff with direction, Staff will develop a draft policy to be adopted by resolution at the April 4, 2022 City Council meeting.

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**RECOMMENDATION:** Staff recommends that the City Council discuss various options for inclusion in a potential city flag policy and provide direction accordingly to City Staff.

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Fernando Santillan, City Manager