

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

July 18, 2022

ITEM NO: 1.a.

SUBJECT: Consideration of a Resolution Authorizing the City to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361

BACKGROUND: On September 16, 2021, the California legislature passed Assembly Bill ("AB") 361, which amends Government Code Section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a state of emergency, and meeting during a proclaimed state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

DISCUSSION: In order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. In addition, AB 361 requires the City to make specified findings every 30 days thereafter. City Council initially approved Resolution No. 2021-57R on September 27, 2021 and subsequently Resolution No. 2021-60R on October 18, 2021, Resolution No. 2021-67R on November 15, 2021, Resolution No. 2021-70R on December 6, 2021, Resolution No. 2021-72R on December 21, 2021, Resolution No. 2022-1R on January 18, 2022, Resolution No. 2022-6R on February 7, 2022, Resolution No. 2022-15R on March 7, 2022, Resolution No. 2022-28R on April 4, 2022, Resolution No. 2022-38R on May 2, 2022; Resolution No. 2022-42R on June 7, 2022, and Resolution No. 2022-46R on June 20, 2022.

RECOMMENDATION: If the City Council wishes to Continue with Remote Teleconference Meetings, the Council should adopt the attached Resolution Authorizing Remote Teleconference Public Meetings by the City Council and Commissions of the City in Accordance with Assembly Bill 361.

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – R

**A RESOLUTION OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING
CONTINUED USE OF REMOTE TELECONFERENCING PROVISIONS (AB 361)**

WHEREAS, the City Council of the City of Selma (“City Council”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the City Council recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, in order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days; and

WHEREAS, the City Council initially approved Resolution No. 2021-57R on September 27, 2021; and

WHEREAS, on October 18, 2021, the City Council approved Resolution No. 2021-60R; and

WHEREAS, on November 15, 2021, the City Council approved Resolution No. 2021-67R; and

WHEREAS, on December 6, 2021, the City Council approved Resolution No. 2021-70R; and

WHEREAS, on December 21, 2021, the City Council approved Resolution No. 2021-72R; and

WHEREAS, on January 18, 2022, the City Council approved Resolution No. 2022-1R; and

WHEREAS, on February 7, 2022, the City Council approved Resolution No. 2022-6R; and

WHEREAS, on March 7, 2022, the City Council approved Resolution No. 2022-15R; and

WHEREAS, on April 4, 2022, the City Council approved Resolution No. 2022-28R; and

WHEREAS, on May 2, 2022, the City Council approved Resolution No. 2022-38R; and

WHEREAS, on June 7, 2022, the City Council approved Resolution No. 2022-42R; and
WHEREAS, on June 20, 2022, the City Council approved Resolution No. 2022-46R; and

WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

WHEREAS, the California Occupational and Safety Health Administration (OSHA) continues to recommend certain social distancing requirements, as described in detail in California Code of Regulations Title 8, section 3205 Covid Prevention; and

WHEREAS, the Fresno County Department of Public Health supports the well-being of its communities and County residents and recommends ways to slow the spread of COVID-19 including through social distancing (i.e., “staying at least 6 feet (about 2 arm lengths) from others who don’t live with you” and by avoiding crowds. The Fresno County Department of Public Health states “[t]he more people you are in contact with, the more likely you are to be exposed to COVID-19.”

WHEREAS, the City Council hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

WHEREAS, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the City Council is conducting meetings during a state of emergency and OSHA recommends measures to promote social distancing; and/or

BE IT FURTHER RESOLVED, that the City Council has determined that given the state of emergency, holding in-person only meetings would present imminent risks to the health or safety of attendees.

BE IT FURTHER RESOLVED, that the actions taken by the City Council through this resolution shall be applied to all City committees governed by the Brown Act unless otherwise desired by that committee.

BE IT FURTHER RESOLVED, the City Council authorizes the City Manager or their designee(s) to take all actions necessary to conduct City Council meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution after which the City Council will again reconsider the circumstances of the state of emergency.

PASSED AND ADOPTED by the Selma City Council on this 18th day of July 2022, by the following vote:

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

(Signatures on the following page)

ATTEST:

Scott Robertson, Mayor

Reyna Rivera, City Clerk

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

July 18, 2022

ITEM NO: 1.b.

SUBJECT: Consideration of a Resolution approving a certified list of all parcels subject to a special tax levy pursuant to the City of Selma Community Facilities District No. 2006-1, setting the amount of the special tax to be levied on each such parcel for the 2022-23 fiscal year, and authorizing the placement of the special tax on the Fresno County tax rolls

DISCUSSION: On December 4, 2006, Community Facilities District (“CFD”) No. 2006-1 was formed for the Vineyard Estates development project. The purpose of a CFD is to provide financing of public improvements and services, including streets, sewer systems and other basic infrastructure, police protection, fire protection, ambulance services, schools, parks, libraries, museums and other cultural facilities. Once a CFD is formed, a special tax lien is placed against each property in the CFD. Property owners then pay a special tax each year for the aforementioned improvements and services.

Pursuant to the CFD’s formation documents, annually, the City’s Finance Department determines the amount of the special tax by increasing the base year tax by using the greater of the West Urban Area Consumer Price Index (CPI) or three percent (3%). Per the formation documents, the tax cannot exceed \$390.00 for a single-family residence and \$293.00 multi-family, plus the annual adjustment.

The Vineyard Estates project consists of multiple phases and parcels. Once a building permit is issued by the owner or contractor, the special tax lien is placed on the parcel for levy on the next property tax roll. A certified list of parcels and amounts is prepared to reflect each parcel that will be levied for the year. Although not all parcels will be taxed, the outstanding obligation accrues to the following year. For the fiscal year of 2022-23, the rate is as follows:

Special Tax Per Unit	
Single-Family	Multi-Family
\$ 670.25	\$ 503.55

The revenues collected from the tax are restricted and are held by the City in a segregated fund, and are used to pay for the following services within the CFD:

- Police, Fire, and Paramedic Services
- Park Service
- Storm Drainage Services

Only property owners within the Vineyard Estates project are subject to the special tax. A total of \$67,695.50 will be collected for the tax year of 2023.

RECOMMENDATION: Adopt the Resolution authorizing the levy of the Fiscal Year 2022-23 special tax for Community Facilities District No. 2006-1 (Vineyard Estates) on the 2022-23 Fresno County tax roll.

Emily A. Boyd, Special Projects Manager

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A CERTIFIED LIST OF ALL PARCELS SUBJECT TO A SPECIAL TAX LEVY PURSUANT TO THE CITY OF SELMA COMMUNITY FACILITIES DISTRICT NO. 2006-1, SETTING THE AMOUNT OF THE SPECIAL TAX TO BE LEVIED ON EACH SUCH PARCEL FOR THE 2022-23 FISCAL YEAR, AND AUTHORIZING PLACEMENT OF THE SPECIAL TAX ON THE FRESNO COUNTY TAX ROLLS

WHEREAS, following the conduct of proceedings pursuant to California Streets and Highways Code §3114.5 and the Mello-Roos Community Facilities Act of 1982, as amended, commencing with §53311 of the California Government Code (“Act”) the City conducted proceedings pursuant to the Act, and a special tax was authorized to be levied within the City of Selma Community Facilities District No. 2006-1 (“CFD”), and the lien of the special tax is a continuing lien, secured annually; and

WHEREAS, in accordance with the Act and the proceedings of the City, on January 9, 2007, a notice of special tax lien was recorded in the Office of the Fresno County Recorder as Document No. DOC-2007-0004328, together with the names of the owners of Assessors Tax Parcel Numbers of the real property included within the CFD, and setting forth the amount of the special tax levied by such notice, accompanied by a recorded copy of the ordinance and rate of apportionment of the special tax by as follows:

Land Use Class	Description	Maximum Special Tax Per Unit, Subject to Annual Escalation Factor
1.	Developed single-family residence	\$390.00
2.	Developed multi-family residence	\$293.00

WHEREAS, the Ordinance and rate of apportionment provide that annually, on July 1, following the base year of 2007, the maximum special tax rates set out above shall increase automatically, in accordance with an annual escalation factor which is the greater of the increase in the annual percentage change of all urban consumers consumer price index, or three percent (3%); and

WHEREAS, the City Council may, by resolution, provide for the levy of the special tax in an amount consistent with that set forth in the ordinance, and may order the special tax to be placed on the tax rolls of Fresno County.

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

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

SECTION 2. Attached hereto and incorporated by reference as Exhibit A, is a certified list of all parcels subject to the special tax, as set forth in the Notice of Special Tax Lien, City of Selma Community Facilities District No. 2006-1, recorded January 9, 2007, as Document No. DOC-2007-0004328, including the amount of the tax to be levied on each parcel for fiscal year 2019-20 according to the terms of the Ordinance recorded with the foregoing notice.

SECTION 3. The City Council hereby approves and adopts Exhibit A, and the amounts set forth thereon are hereby levied as the special tax against the identified parcels for the current tax year. The City Clerk is directed to file a certified copy of this resolution with the County Auditor for placement of the special tax levied by this resolution on the County of Fresno tax rolls.

SECTION 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.

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 18th day of July 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

Vineyard Estates CFD 2006-1

Exhibit A

Rate Base:

Developed Single-Family Residence \$ 390.00 Per Unit

Developed Multi-Family Residence \$ 293.00 Per Unit

Year	CPI-U Rate	Standard Rate	Annual Escalation Factor	Special Tax Per Unit		Fiscal Year
				Single-Family	Multi-Family	
2006				\$ 390.00	\$ 293.00	
2007	3.3%	3.0%	3.3%	\$ 402.87	\$ 302.67	2007-8
2008	3.5%	3.0%	3.5%	\$ 416.97	\$ 313.26	2008-9
2009	-0.7%	3.0%	3.0%	\$ 429.48	\$ 322.66	2009-10
2010	1.5%	3.0%	3.0%	\$ 442.36	\$ 332.34	2010-11
2011	3.0%	3.0%	3.0%	\$ 455.63	\$ 342.31	2011-12
2012	2.1%	3.0%	3.0%	\$ 469.30	\$ 352.58	2012-13
2013	1.3%	3.0%	3.0%	\$ 483.38	\$ 363.16	2013-14
2014	1.8%	3.0%	3.0%	\$ 497.88	\$ 374.05	2014-15
2015	1.0%	3.0%	3.0%	\$ 512.82	\$ 385.27	2015-16
2016	1.8%	3.0%	3.0%	\$ 528.21	\$ 396.83	2016-17
2017	2.9%	3.0%	3.0%	\$ 544.05	\$ 408.74	2017-18
2018	3.2%	3.0%	3.2%	\$ 561.46	\$ 421.82	2018-19
2019	2.9%	3.0%	3.0%	\$ 578.31	\$ 434.47	2019-20
2020	1.3%	3.0%	3.0%	\$ 595.65	\$ 447.50	2020-21
2021	3.9%	3.0%	3.9%	\$ 618.89	\$ 464.96	2021-22
2022	8.3%	3.0%	8.3%	\$ 670.25	\$ 503.55	2022-23

Note: The annual escalation factor is the greater of the increase in the annual percentage change of the all Urban Consumers Consumer Price Index (CPI) or three 3%

Vineyard Estates CFD 2006-1
Exhibit A (Continued)

	Special Tax Per Unit	
	Single-Family	Multi-Family
Fiscal Year 2016-17 Rate	\$ 528.21	\$ 396.83
Fiscal Year 2017-18 Rate	\$ 544.05	\$ 408.74
Fiscal Year 2018-19 Rate	\$ 561.46	\$ 421.82
Fiscal Year 2019-20 Rate	\$ 578.32	\$ 434.48
Fiscal Year 2020-21 Rate	\$ 595.66	\$ 447.50
Fiscal Year 2021-22 Rate	\$ 618.90	\$ 464.96
Fiscal Year 2022-23 Rate	\$ 670.25	\$ 503.55

Issue Date	Phase	APN	Address	2022-23 rate
				*Total Tax Roll Amount
05/26/16	One	390-173-01	2719 Birch Street	\$670.25
05/10/16	One	390-172-06	2720 Birch Street	\$670.25
04/04/16	One	390-173-16	2706 Saginaw Avenue	\$670.25
04/04/16	One	390-172-03	2802 Birch Street	\$670.25
05/26/16	One	390-171-04	1723 Shaft Street	\$670.25
04/04/16	One	390-171-03	1717 Shaft Street	\$670.25
04/04/16	One	390-173-03	2731 Birch Street	\$670.25
04/04/16	One	390-173-10	2800 Saginaw Avenue	\$670.25
05/10/16	One	390-172-02	2808 Birch Street	\$670.25
05/10/16	One	390-171-02	1711 Shaft Street	\$670.25
05/10/16	One	390-172-04	2732 Birch Street	\$670.25
04/04/16	One	390-172-01	2814 Birch Street	\$670.25
10/15/15	One	390-173-07	2813 Birch Street	\$670.25
02/04/16	One	390-173-08	2812 Saginaw Avenue	\$670.25
10/15/15	One	390-173-06	2807 Birch Street	\$670.25
02/04/16	One	390-173-09	2806 Saginaw Avenue	\$670.25
02/04/16	One	390-173-05	2801 Birch Street	\$670.25
10/15/15	One	390-173-04	3737 Birch Street	\$670.25
02/04/16	One	390-173-11	2736 Saginaw Avenue	\$670.25
09/11/15	One	390-173-12	2730 Saginaw Avenue	\$670.25
09/11/15	One	390-173-13	2724 Saginaw Avenue	\$670.25
08/25/15	One	390-173-14	2718 Saginaw Avenue	\$670.25
08/25/15	One	390-173-15	2712 Saginaw Avenue	\$670.25
02/04/16	One	390-171-01	1705 Shaft Street	\$670.25
08/19/16	One	390-173-02	2725 Birch Street	\$670.25
08/05/16	One	390-173-17	2700 Saginaw Ave	\$670.25
07/28/16	One	390-173-19	1709 Mitchell Ave	\$670.25
08/19/16	One	390-173-18	1703 Mitchell Ave	\$670.25
07/28/16	One	390-173-23	1733 Mitchell Ave	\$670.25
07/28/16	One	390-173-21	1721 Mitchell Ave	\$670.25
09/22/16	One	390-172-05	2726 Birch Street	\$670.25
12/15/16	One	390-173-20	1715 Mitchell Ave	\$670.25
12/15/16	One	390-173-22	1727 Mitchell Ave	\$670.25
01/24/17	One	390-181-05	1769 Mitchell Ave	\$670.25
01/24/17	One	390-173-24	1739 Mitchell Ave	\$670.25
04/03/17	One	390-181-01	1745 Mitchell Ave	\$670.25
04/03/17	One	390-181-06	1775 Mitchell Ave	\$670.25
05/04/17	One	390-181-02	1751 Mitchell Ave	\$670.25
05/04/17	One	390-181-03	1757 Mitchell Ave	\$670.25
07/10/17	One	390-181-04	1763 Mitchell Ave	\$670.25

Vineyard Estates CFD 2006-1
Exhibit A (Continued)

	Special Tax Per Unit	
	Single-Family	Multi-Family
Fiscal Year 2016-17 Rate	\$ 528.21	\$ 396.83
Fiscal Year 2017-18 Rate	\$ 544.05	\$ 408.74
Fiscal Year 2018-19 Rate	\$ 561.46	\$ 421.82
Fiscal Year 2019-20 Rate	\$ 578.32	\$ 434.48
Fiscal Year 2020-21 Rate	\$ 595.66	\$ 447.50
Fiscal Year 2021-22 Rate	\$ 618.90	\$ 464.96
Fiscal Year 2022-23 Rate	\$ 670.25	\$ 503.55

Issue Date	Phase	APN	Address	2022-23 rate
				*Total Tax Roll Amount
04/10/19	Two	390-171-11	2804 Ash Street	\$670.25
03/29/19	Two	390-172-14	2809 Ash Street	\$670.25
06/21/18	Two	390-172-07	1719 Berry Street	\$670.25
01/08/19	Two	390-173-27	1720 Berry Street	\$670.25
01/08/19	Two	390-173-28	1724 Berry Street	\$670.25
06/21/18	Two	390-172-08	1725 Berry Street	\$670.25
03/29/19	Two	390-173-29	1730 Berry Street	\$670.25
11/09/18	Two	390-172-09	1731 Berry Street	\$670.25
11/09/18	Two	390-173-30	1736 Berry Street	\$670.25
08/15/18	Two	390-181-27	1742 Berry Street	\$670.25
03/29/19	Two	390-181-25	2718 Blaine Street	\$670.25
01/08/19	Two	390-181-23	2730 Blaine Street	\$670.25
08/15/18	Two	390-181-22	2734 Blaine Street	\$670.25
04/10/19	Two	390-172-12	1720 Cleveland St.	\$670.25
11/09/18	Two	390-172-10	1732 Cleveland St.	\$670.25
08/15/19	Two	390-183-02	1765 Cleveland St.	\$670.25
09/12/19	Two	390-182-02	2811 Clover St.	\$670.25
09/12/19	Two	390-182-01	2805 Clover St.	\$670.25
10/11/19	Two	390-171-05	1729 Shaft Ave.	\$670.25
10/14/19	Two	390-181-21	2735 Fern Ct.	\$670.25
10/23/19	Two	390-181-18	2717 Fern Ct.	\$670.25
10/23/19	Two	390-171-10	2810 Ash St.	\$670.25
11/14/19	Two	390-172-15	2815 Ash St.	\$670.25
01/07/20	Two	390-171-06	1735 Shaft St.	\$670.25
01/07/20	Two	390-184-02	2815 Valley View St.	\$670.25
01/13/20	Two	390-181-07	2742 Valley View St.	\$670.25
01/15/20	Two	390-182-06	1767 Shaft St.	\$670.25
01/15/20	Two	390-182-04	2823 Clover St.	\$670.25
01/15/20	Two	390-183-03	1771 Cleveland St.	\$670.25
01/21/20	Two	390-185-03	2757 Valley View St.	\$670.25
01/21/20	Two	390-171-08	2822 Ash St.	\$670.25
01/22/20	Two	390-184-01	2823 Valley View St.	\$670.25
01/22/20	Two	390-183-05	1783 Cleveland St.	\$670.25
01/22/20	Two	390-183-04	1777 Cleveland St.	\$670.25
01/22/20	Two	390-185-04	2745 Valley View St.	\$670.25
01/23/20	Two	390-181-20	2729 Fern Ct.	\$670.25
01/24/20	Two	390-185-01	2771 Valley View St.	\$670.25
01/28/20	Two	390-181-12	2772 Valley View St.	\$670.25
03/02/20	Two	390-181-17	2712 Fern Ct.	\$670.25
03/24/20	Two	390-181-14	2730 Fern Ct.	\$670.25

Vineyard Estates CFD 2006-1
Exhibit A (Continued)

	Special Tax Per Unit	
	Single-Family	Multi-Family
Fiscal Year 2016-17 Rate	\$ 528.21	\$ 396.83
Fiscal Year 2017-18 Rate	\$ 544.05	\$ 408.74
Fiscal Year 2018-19 Rate	\$ 561.46	\$ 421.82
Fiscal Year 2019-20 Rate	\$ 578.32	\$ 434.48
Fiscal Year 2020-21 Rate	\$ 595.66	\$ 447.50
Fiscal Year 2021-22 Rate	\$ 618.90	\$ 464.96
Fiscal Year 2022-23 Rate	\$ 670.25	\$ 503.55

Issue Date	Phase	APN	Address	2022-23 rate
				*Total Tax Roll Amount
04/29/20	Two	390-173-25	2713 Birch St.	\$670.25
06/20/19	Two	390-181-24	2724 Blaine Ct.	\$670.25
06/19/20	Two	390-181-16	2718 Fern Ct.	\$670.25
01/19/21	Two	390-185-02	2769 Valley View St	\$670.25
01/19/21	Two	390-171-07	1741 Shaft St.	\$670.25
02/11/21	Two	390-181-26	1748 Berry	\$670.25
02/18/21	Two	390-181-15	2724 Fern Court	\$670.25
07/17/20	Two	390-181-08	2748 Valley View St.	\$670.25
08/04/20	Two	390-183-01	1766 Shaft St	\$670.25
08/04/20	Two	390-181-11	2766 Valley View St.	\$670.25
08/04/20	Two	390-181-13	2736 Fern Ct.	\$670.25
08/13/20	Two	390-182-03	2817 Clover St.	\$670.25
08/13/20	Two	390-181-10	2760 Valley View St.	\$670.25
09/09/20	Two	390-181-09	2754 Valley View St.	\$670.25
09/22/20	Two	390-173-26	1716 Berry St.	\$670.25
09/22/20	Two	390-184-03	2801 Valley View St.	\$670.25
09/22/20	Two	390-172-13	Ash St.	\$670.25
10/07/20	Two	390-181-19	Fern Ct.	\$670.25
10/23/20	Two	390-171-09	2816 Ash Ct.	\$670.25
10/23/20	Two	390-182-05	1761 Shaft St.	\$670.25
12/07/20	Two	390-172-11	1726 Cleveland St.	\$670.25
				<u>\$67,695.50</u>

*Total Tax Roll amount was rounded up to make even number when needed

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

July 18, 2022

ITEM NO: 1.c.

SUBJECT: Consideration of a Resolution setting the tax rate for fiscal year 2022-23 with respect to general obligation bonds for police station improvements

DISCUSSION: The City received authorization from the voters in November 2016 to issue \$4,000,000 in General Obligation Bonds (Measure P) to finance the acquisition and construction of a Police Station and associated improvements (the "Police Station Improvements"). On August 1, 2016, the City adopted Ordinance No. 2016-4 which among other things called for an election on November 8, 2016 (the "Election") on the question of incurring a bonded indebtedness for the purpose of acquiring and constructing the Police Station Improvements and provided for the issuance and sale of City of Selma General Obligation Improvement Bonds (the "Bonds") to finance the Police Station Improvements.

Following approval of Measure P by the voters on November 8, 2016, on May 15, 2017, the City adopted a Resolution officially authorizing the issuance of the bonds and issued \$4,000,000 bonds on July 6, 2017.

The Bonds will be general obligations of the City payable from and secured by taxes levied and collected in the manner prescribed by the laws of the State of California. The proposed resolution simply levies the tax the City is authorized to levy against all taxable real property in the City of Selma and sets the tax rate at a level necessary to pay for the interest and principal and on the General Obligation Bonds.

The 0.0150% tax rate for FY 2022-23 being set by the City Council is based on the debt service, the estimated FY 2022-23 assessed values for all rolls (secured, unsecured and utility), and existing fund balances will serve as a delinquency reserve. This is the fifth year of the new ad valorem tax related to Measure P and is anticipated to be collected through tax year 2046-47 with annual tax rate approvals by the City Council each July.

Because all taxes collected from the general obligation levy will be deposited in a special fund, and collections not used to pay debt service for the FY 2022-23 bond year will be retained in the fund to pay future obligations, the tax impact of any over-collection will be reversed in the following years. Estimated Tax Rate on property owners is:

Assessed Value	FY 2022-23 Tax	Property Description
\$100,000	\$15.00	Base A.V.

The tax levy of the recommended 0.0150% will result in estimated collections of approximately \$197,000. This amount, along with a portion of the tax revenues already on hand with the City, will be sufficient to make the debt service payments on February 1, 2023 and August 1, 2023.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
None		None
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Ad Valorem Property Taxes levied by the County on behalf of the City		GO Bond debt service of approximately \$222,863 (principal and interest)

RECOMMENDATION: Adopt the Resolution Setting Tax Rate for Fiscal Year 2022-23 with respect to general obligation bonds for police station improvements.

Emily Boyd, Special Projects Manager

Fernando Santillan, City Manager

RESOLUTION NO. 2022- R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA
SETTING THE TAX RATE FOR FISCAL YEAR 2022-23 WITH RESPECT TO
GENERAL OBLIGATION BONDS FOR POLICE STATION IMPROVEMENTS**

WHEREAS, pursuant to Section 43632 of the California Government Code, the City Council is required annually to levy and collect a tax sufficient to pay the principal of and interest on the Bonds coming due and payable before the proceeds of a tax levied at the next general tax levy will be available; and

WHEREAS, on August 1, 2016, the City adopted Ordinance No. 2016-4 which, among other things, called for an election on November 8, 2016 (the "Election") on a question of incurring a bonded indebtedness for the purpose of acquiring and constructing police station and associated improvements (the Police Station Improvements) within the City and providing for the issuance and sale of the City of Selma, General Obligation Bonds (the "Bonds") to finance the Police Station Improvements; and

WHEREAS, more than two-thirds of the qualified voters of the City voting at a municipal election on November 8, 2016, approved the issuance of up to \$4,000,000 of General Obligation Bonds to finance the cost of the Police Station Improvements; and

WHEREAS, on May 15, 2017, the City Council adopted a resolution authorizing the issuance of the Bonds in the amount not to exceed \$4,000,000, and issued the Bonds on July 6, 2017, at an all-in true interest cost 3.53%. The Bonds will be general obligations of the City payable from and secured by taxes levied and collected in the manner prescribed by the laws of the State of California.

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

Section 1. Levy of Tax. The City Council hereby determines that the tax rate necessary to pay the principal of and interest on the Bonds coming due and payable on February 1, 2023 and August 1, 2023, is 0.0150% of assessed valuation, and such tax rate shall be and is hereby levied in accordance with all applicable requirements of law.

Section 2. Collection of Tax. The City Manager is hereby directed to forward a copy of this Resolution to the Auditor-Controller of Fresno County, and to the Board of Supervisors of the County, and to take such actions and execute such documents as may be required to cause the tax rate set forth in Section 1 to be placed on the 2022-23 property tax bill and collected by the County.

Section 3. Application of Tax. As provided in Section 43634 of the California Government Code, all taxes levied pursuant to this Resolution shall be used only for payment of the Bonds and the interest thereon.

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

Section 5. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 18th day of July 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

ITEM NO: 1.d.

SUBJECT: Consider Resolution approving agreement with Selma Unified School District to Provide School Resource Officer Services between August 15, 2022 and June 30, 2023

RECOMMENDATION: Staff request authorization for the City Manager to execute an agreement with Selma Unified School District to provide services for a School Resource Officer.

SUMMARY: The City of Selma (City) has agreed to enter into an agreement with the Selma Unified School District (District) to provide one School Resource Officer (SRO) to the Selma High School (grades 9-12). The District agrees to reimburse the City 50% of the total salary and benefits for a regular duty law enforcement officer as set forth herein. The District shall pay City a total of \$56,524.04 in ten (10) monthly payments of \$5,652.40.

Either party may terminate the agreement without cause upon thirty (30) calendar days' prior written notice to the other party.

BACKGROUND: The primary mission of the Selma Police Department SRO is to improve the quality of life for students, parents, school employees, and related community members directly affected by the program. Specific desired outcomes of the program include:

- Reduction of criminal activity and fear on campus and foster a positive relationship with the school community
- Handle Calls For Service at Selma High School
- Identify school related enforcement problems and develop solutions in a problem-solving manner
- Provide a coordinated team effort between the Selma Police Department and Fresno County Probation
- A general improvement in the relationship between the parties listed herein.

Community Policing calls for a concern for all involved in contact with the law enforcement profession. To maximize the services provided to the community by the Selma Police Department, it is imperative to maintain a fully functioning relationship with educational entities within the city of Selma. This agreement between agencies will lead to the enhancement of collaborative problem solving. In addition, bolster the quality of life for the students, parents, and staff of the respective schools.

FISCAL IMPACT: No fiscal impact as the City's contribution to the SRO was approved in the Fiscal Year 22-23 General Fund Budget up to \$58,785.

Rene Garza, Acting Chief of Police

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT BETWEEN SELMA UNIFIED SCHOOL DISTRICT
AND THE CITY OF SELMA FOR SCHOOL RESOURCES OFFICER PROGRAM**

WHEREAS, the agreement between agencies will lead to the enhancement of collaborative problem solving. In addition, bolster the quality of life for the students, parents, and staff of the respective schools; and

WHEREAS, the primary mission of the Selma Police Department (SPD) SRO is to improve the quality of life for students, parents, school employees, and related community members directly affected by the program; and

WHEREAS, the agreement provides that the City of Selma will receive a contribution from SUSD for fifty percent of SPD's operational costs for one regular duty SPD Officer at a designated SUSD school, for a total of \$56,524.04 in ten (10) monthly payments of \$5,652.40 beginning August 15, 2022 thru June 30, 2023; and

WHEREAS, the City of Selma is authorizing the City Manager to execute an agreement with Selma Unified School District (SUSD) for the purpose of providing police services for its School Resources Officer (SRO) Program; and

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 agreement attached as Exhibit A and incorporated herein by reference.

SECTION 3. The City Manager is hereby authorized to execute the agreement and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

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

PASSED, APPROVED AND ADOPTED this 18th day of July, 2022, by the following vote:

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

(Signatures on following page)

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

**AGREEMENT
CITY OF SELMA, CALIFORNIA
AND SELMA UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into effective the 15th day of August, 2022, by and between the City of Selma, (hereinafter referred to as "CITY"), a municipal corporation, and Selma Unified School District (hereinafter referred to as "DISTRICT").

RECITALS

- A. DISTRICT desires to engage the services of CITY to provide police services as described in this Agreement on the school campuses within the Selma Unified School District and CITY desires to render such services on the terms and conditions set forth in this Agreement; and
- B. CITY has the personnel and desires to be able to accommodate DISTRICT's request for police services for its School Resources Officer (hereinafter, "SRO") Program; and
- C. DISTRICT wishes to contribute funds to partially offset the costs of the services of one (1) police officer currently employed by CITY for the purpose of providing regular duty law enforcement services at a DISTRICT school; and
- D. California Government Code section 53050 and Education Code section 35160 authorize DISTRICT to contract with persons specially trained, experienced, and competent to perform certain special services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

Law Enforcement Services.

- (a) CITY shall assign one (1) sworn police officer (hereinafter referred to as "Officer") to serve as SRO at a DISTRICT-designated school between the hours of 8:00 a.m. and 3:30 p.m., Tuesday through Friday, during the normal school year and summer school schedule, except for annual leave allowances, and subject to the availability of officers.
- (b) For purposes of this Agreement, "availability of officers" shall be in the sole determination of Selma Police Department's (hereinafter "SPD") Chief of Police, or his/her designated representative, taking into consideration all relevant factors, including, and without limitation, the health of officer, shortage of manpower, funding, and duty assignment of officer(s) to higher priority matters. It is not a material breach of this Agreement if an Officer is absent from DISTRICT-designated school, pursuant to the terms of this Section.
- (c) SPD shall make reasonable efforts to select an SRO, or an acting SRO, for the days when the designated SRO may be on leave, absent for training, or otherwise not available, and DISTRICT may provide input regarding the selection of the SRO. Training absences will be kept to a minimum by being scheduled during the time that

the DISTRICT is in session. SRO may work different hours if otherwise requested by the DISTRICT and approved by the SRO's immediate supervisor.

- (d) Parties agree that officers are employees of CITY and are not employees or agents of DISTRICT. SRO shall be subject to the administration, supervision, and control of CITY. SRO shall be subject to all personnel policies and practices of CITY and SPD. The costs, availability, and administration of any uniform allowances, educational incentive pay, safety equipment, work related insurance, automobile insurance, liability insurance and deductibles, shall be the responsibility of the CITY.
- (e) SRO shall provide law enforcement expertise to assist the school staff to maintain safety at DISTRICT schools. Such services shall include, but will not be limited to, performing campus community policing duties, handling truancy issues, complying with legal reporting requirements, and assisting the DISTRICT in providing security, directing traffic, and interacting with students and the community at mutually agreed upon activities. SRO shall perform his/her duties pursuant to the following guidelines:
 - (1) SRO's investigation and questioning of DISTRICT students shall be limited to offenses related to the operation of the DISTRICT or occurring on DISTRICT property, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.
 - (2) SRO shall notify the DISTRICT principal as soon as practical of any law enforcement actions taken by an SRO or other police officers occurring on the DISTRICT property. If there is an emergency, the SRO or Officer shall take immediate action and will update DISTRICT officials after the emergency has been deemed safe.
 - (3) SRO shall not become involved in DISTRICT administrative searches unless specifically requested by DISTRICT principal to provide security or to handle contraband where probable cause exists.
 - (4) SRO shall be responsible for monitoring the social and cultural environment around DISTRICT schools to identify existing or emerging youth gangs. Gang prevention in early intervention strategies should be coordinated between CITY and DISTRICT.
 - (5) SRO, through DISTRICT principal, may become involved with DISTRICT curriculum by providing instructional presentations to enhance DISTRICT students' understanding of the police mission and the responsibilities of citizenship. All educational documents and/or materials prepared for the aforementioned shall be DISTRICT property upon completion of preparation. Documents related to SPD investigations shall remain property of the CITY.
 - (6) SRO shall serve as a role model by building close contacts and positive relationships with students to prevent juvenile delinquency and campus violence.
 - (7) SRO should attend suspension and expulsion hearings at the request of the DISTRICT, and when available. SRO shall prepare to testify on any actions or observations personally taken at such hearings.

- (8) SRO will work to establish and maintain a collaborative partnership with DISTRICT administrators to provide a safe school environment through regular communications of crime trends, changes in laws, and issues and concerns of mutual interest.
- (9) SRO shall build positive relationships and work to increase communication between law enforcement, DISTRICT students, parents, and staff, and the community.
- (10) SRO shall wear a department approved uniform unless instructed otherwise by the SRO's immediate supervisor at SPD.
- (11) SRO may assist other SPD officers on calls, not DISTRICT-related, if additional resources are required off-campus.
- (12) SRO may attend to duties at SPD during DISTRICT- hours if SRO is unable to perform such duties at the DISTRICT office.

2. DISTRICT Contribution: To off-set 50% of SPD's operational costs for one (1) regular duty SPD Officer at a designated DISTRICT school, DISTRICT shall pay CITY a total of \$56,524.04 in ten (10) monthly payments of \$5,652.40. Payments will be due by the fifteenth (15th) of the month following the month of service. For events held beyond the SRO-employment hours agreed under Section 1(a) above, DISTRICT shall be responsible for overtime pay at the fully burden rate for the additional SRO service, whether performed by the designated SRO or another SPD Officer, when a request is submitted by DISTRICT staff.

3. Term of Agreement. The term of this Agreement shall begin on August 15, 2022 and shall expire on June 30, 2023, unless terminated earlier in accordance with this Agreement.

4. Termination of Agreement.

(a) Either party may terminate this Agreement without cause by giving thirty (30) days' prior written notice of the intention to terminate and specifying the date of termination.

(b) This Agreement may be terminated by either party, following material breach by the other and failure of the breaching party to remedy the breach to the satisfaction of the breaching party within seven (7) days of receipt of notice specifying the breach. Following the seven (7) day period, the non-breaching party may terminate the agreement upon service of written notice specifying the date of termination. If the nature of the breach cannot be remedied within seven (7) days, the reaching party shall submit a written proposal to the other party setting for the specific means to resolve the default and the anticipated resolution date. Consent by the non-breaching party to an extended remediation period shall not be unreasonably withheld.

(c) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

5. Indemnification.

(a) DISTRICT shall indemnify, defend, and hold harmless CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or

in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.

(b) CITY shall indemnify, defend, and hold harmless DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

(c) In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(d) If DISTRICT rejects a tender of defense by CITY and/or the assigned officer under this Agreement, and it is later determined that CITY and/or the officer breached no duty of care and/or was immune from liability, DISTRICT shall reimburse CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after CITY and/or officer settles a liability claim, with or without participation by DISTRICT.

(e) Parties acknowledge that it is not the intent of the Agreement to create a duty of care by CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by CITY or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

(f) The indemnity sections shall survive termination or expiration of this Agreement.

6. Student Records.

(a) The parties agree that the SRO shall be deemed to be a "school official" for the performance of SRO's duties on behalf of DISTRICT. The SRO shall therefore be allowed access to student records, but the DISTRICT is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by DISTRICT policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

(b) If confidential student record information is needed in an emergency to protect the health or safety of a student or others, DISTRICT may disclose to the SRO information that is needed to respond to the emergency based on the seriousness of

the threat to someone's health or safety, the need of the information to meet the emergency, and the extent to which time is of the essence.

(c) If confidential student record information is needed by the SRO but no emergency exists, unless subsection (b) applies, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

(d) Pursuant to Education Code section 48902, the Principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offense.

7. Student Discipline. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

8. Program Criteria. DISTRICT and SPD will work collaboratively to be responsive to evolving school and law enforcement requirements.

9. Training and Supervision. The SRO shall receive SRO's work assignments from the SPD and shall be supervised in the performance of SRO's duties by the Chief of the SPD or designee. The SPD shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of DISTRICT or designee will provide the Chief of the SPD with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Chief of the SPD or designee.

10. Law Enforcement Records and Juvenile Case File Information. Pursuant to Welfare and Institutions Code sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to DISTRICT Superintendent or his/her designee. In addition to providing such information directly to DISTRICT Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.

11. Feedback and Evaluation. DISTRICT and SPD agree on the importance of evaluating the SRO program. DISTRICT and SPD will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.

12. It is understood and agreed that DISTRICT and CITY maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

13. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

14. Independent Contractor and Not a Partnership. For purposes of this Agreement, CITY and DISTRICT shall act in an independent capacity and not as officers or employees or agents of the

other. Nothing in this Agreement establishes, constitutes, or will be construed as establishing or constituting a partnership or agency or employment relationship between CITY and DISTRICT. Officers providing services under this Agreement shall remain the employees of CITY, and shall not be employees of DISTRICT.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices shall be addressed as follows:

To City:

Selma Police Department
Attention: Fernando Santillan, City Manager
1710 Tucker Street
Selma, CA 93662

To District:

Selma Unified School District
Attention: Marilyn Shepard, Superintendent
3036 Thompson Ave.
Selma, California 93662

16. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

17. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Conflict of Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation

governing its subject, the conflicting provisions will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect.

22. Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation, unless the parties mutually agree otherwise. The mediator will be mutually selected by the parties, but in the case of disagreement, the mediator will be selected by receiving a list of potential mediators from State Mediation and Conciliation Services (SMCS) and the parties alternately striking one name from said list. The first party to exercise a strike shall be determined by witnessed coin toss. If mediation fails to resolve the dispute within thirty (30) days, or a time period as mutually extended by the parties, either party may pursue litigation. The prevailing party in any litigation will be entitled to the reimbursement of reasonable costs and attorney's fees.

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

24. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents 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. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and DISTRICT. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

IN WITNESS WHEREOF, the parties have executed this Agreement at Selma, California, the day and year first above written.

CITY OF SELMA,

SELMA UNIFIED SCHOOL DISTRICT

By: _____
Fernando Santillan, City Manager

By: _____
Marilyn Shepherd
Interim Superintendent,
Selma Unified School District

ATTEST:
REYNA RIVERA
City Clerk

APPROVED AS TO FORM:

By: _____

By: _____
Andrea Affrunti,
Assistant Superintendent,
Selma Unified School District

APPROVED AS TO FORM:
Mary Lerner
City Attorney

By: _____

Addresses:

CITY:
Selma Police Department
Attention:
Fernando Santillan, City Manager
1710 Tucker Street
Selma, CA 93662

DISTRICT:
Selma Unified School District
Attention: Marilyn Shepard,
Interim Superintendent
3036 Thompson Ave.
Selma, California 93662

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

July 18, 2022

ITEM NO: 1.e.

SUBJECT: Reject All Bids received for the State Water Resources Control Board (SWRCB) Valley View Storm Drain Project (Agreement No. 2018135) and Authorize to Re-Advertise and Re-Bid the project

RECOMMENDATION: Staff recommends the City Council adopt a resolution rejecting all bids for the SWRCB Valley View Storm Drain Project, and direct staff to re-advertise and re-bid the project.

BACKGROUND: The State Water Resources Control Board (SWRCB) and the City of Selma entered into an agreement for grant funds under Agreement No. 2018135 and was signed in 2020. The amount of the grant was \$1,425,000. The estimated project cost was \$1,603,545.00 with the City paying for \$178,810.

The project was advertised for bid on April 13 and April 20, 2022. Bids were received from three (3) contractors on May 4, 2022 as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Floyd Johnston Construction Co., Inc.	\$2,112,500.00
Dawson-Mauldin, LLC	\$2,977,753.00
JT2 Inc. DBA Todd Companies	\$3,427,454.00

The Engineer's Estimate was \$1,603,545.

DISCUSSION: After receiving and reviewing the bid documents, the City began working with the SWRCB and requested additional grant funds to help cover the higher bid costs. However, while the City was in discussions with the state, the low bidder notified the City that the bid amount in their bid was good only for 30 days.

Since the City of Selma has not received a determination from the SWRCB on whether the City will receive the additional funds, the bids came in higher than expected, and the low bidder cannot hold their bid amount, Staff is recommending rejection of all three (3) bids received and rebidding of the project.

Philip L. Romero, Interim City Engineer

Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
REJECTING ALL BIDS FOR THE STATE WATER RESOURCES CONTROL
BOARD VALLEY VIEW STORM DRAIN PROJECT NO. 2018135
AND AUTHORIZING RE-ADVERTISEMENT AND RE-BID OF PROJECT**

WHEREAS, the City of Selma has received funding through the State Water Resources Control Board (SWRCB) grant; and

WHEREAS, the invitation to bid for the SWRCB Project No. 2018135 Valley View Storm Drain Project (“Project”) was noticed in the Sentinel on April 13, 2022 and April 20, 2022; and

WHEREAS, bids for the Project were publicly opened and read aloud at the Selma City Hall on May 4, 2022 at 10:00 a.m.; and

WHEREAS, the Engineer’s Estimate for the Project was \$1,623,545.00; and

WHEREAS, the bids received were as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Floyd Johnston Construction Co., Inc.	\$2,112,500.00
Dawson-Mauldin, LLC	\$2,977,753.00
JT2 Inc. DBA Todd Companies	\$3,427,454.00

WHEREAS, Staff reviewed said bid documents and compared the high bid amounts with the grant amount; and

WHEREAS, Staff has requested additional grant funds from the SWRCB to cover the increased cost of the bid amounts and is waiting on a final determination on the request; and

WHEREAS, Staff recommends that the City Council of the City of Selma reject all bids for the Project and re-bid the Project.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the City of Selma resolves as follows:

1. The foregoing recitals are deemed true and correct.
2. It is in the best interest of the City to reject all bids received and publicly opened on May 4, 2022, for the SWRCB Project No. 2018135 Valley View Storm Drain Project.
3. All such bids for the Project are hereby rejected.
4. Staff is hereby authorized to Re-Advertise and Re-Bid the project.

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was approved at a regular meeting of the City Council of the City of Selma on the 18th day of July, 2022 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

By: _____
Reyna Rivera, City Clerk

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

July 18, 2022

ITEM NO: 1.f.

SUBJECT: Consider Resolution approving revisions to Master Salary Schedule relating to Chief of Police and Non-Safety Paramedic Positions

DISCUSSION: With the adoption of the Fiscal Year 2022-23 Budget, the City Council approved a significant increase to salaries for Selma Police Officers, Sergeants, and Commanders. With this increase, it is also necessary to increase the Chief of Police salary in order to avoid compaction in the salary structure. Police Commanders and Sergeants are eligible for significant incentives (education, certification, FTO, assignments, etc.) which increases their take-home pay per their approved bargaining unit MOU. The Police Chief is not eligible for such incentives, thus it is generally recommended to maintain an adequate buffer between the Chief's pay and immediate subordinates so that subordinates are not paid more than their direct supervisor. This is a common practice, not only within Police Departments but also within public service agencies in general.

In order to address this and to not hinder recruiting efforts in the event of a Police Chief position vacancy, staff recommends amending the Master Salary schedule as indicated below:

Police Chief	Monthly	10,626.56	11,157.90	11,715.81	12,301.59	12,916.67
	Biweekly	4,904.57	5,149.80	5,407.30	5,677.66	5,961.54
	Hourly	61.31	64.37	67.59	70.97	74.52

Also included is a change to the Non-Safety Paramedic's salary due to a percentage increase that was not included in the previous master salary schedule.

RECOMMENDATION: Adopt Resolution Approving the Revised Master Salary Schedule.

Fernando Santillan, City Manager

RESOLUTION NO. 2022-____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE MASTER SALARY SCHEDULE REFLECTING
AN INCREASE TO THE CHIEF OF POLICE POSITION AND NON-SAFETY
PARAMEDICS**

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 Selma City Council has approved a 20% increase to Selma Police Department sworn staff, which has the potential to create salary compaction within the department, and now desires to increase the Chief of Police salary accordingly in order to maintain a coherent compensation structure; and

WHEREAS, the City Manager recommends updating the Police Chief position salary as follows:

Police Chief	Monthly	10,626.56	11,157.90	11,715.81	12,301.59	12,916.67
	Biweekly	4,904.57	5,149.80	5,407.30	5,677.66	5,961.54
	Hourly	61.31	64.37	67.59	70.97	74.52

WHEREAS, the Selma City Council approved an additional 2% increase to Non-Safety Paramedics through the MOU negotiation process effective July 1, 2022; and

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 Master Salary Schedule revision recommended by the City Manager.

Section 3. The City Council hereby approves the incorporation of new pay rates with the Master Salary Schedule for the Selma Police Chief position and the Non-Safety Paramedic positions as reflected in Exhibit A.

Section 4. 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 5. All prior resolutions concerning compensation for City employees that conflict with this resolution or the attached Master Salary Schedule are hereby repealed.

Section 6. 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 7. 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 18th of July 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 August 1, 2022

DEPARTMENT HEADS-FLSA EXEMPT

Position	Frequency	Current Salary				
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	8,119.05	8,525.00	8,951.25	9,398.82	9,868.76
	Biweekly	3,747.25	3,934.62	4,131.35	4,337.91	4,554.81
	Hourly	46.84	49.18	51.64	54.22	56.94
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	9,731.04	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
Police Chief	Monthly	10,626.57	11,157.90	11,715.81	12,301.59	12,916.67
	Biweekly	4,904.57	5,149.80	5,407.30	5,677.66	5,961.54
	Hourly	61.31	64.37	67.59	70.97	74.52
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

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Engineer	Monthly	4,748.00	4,985.00	5,234.00	5,496.00	5,771.00
	Biweekly	2,191.38	2,300.77	2,415.69	2,536.62	2,663.54
	Hourly*	19.57	20.54	21.57	22.65	23.78
Firefighter	Monthly	4,305.00	4,520.00	4,746.00	4,983.00	5,232.00
	Biweekly	1,986.92	2,086.15	2,190.46	2,299.85	2,414.77
	Hourly*	17.74	18.63	19.56	20.53	21.56

(* 56 hours per week)

FIREFIGHTERS LOCAL 3716 - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Non-Safety Paramedic (24) Effective 7/1/2022	Monthly	3,000.84	3,151.00	3,309.00	3,474.00	3,648.00
	Biweekly	1,385.00	1,454.31	1,527.23	1,603.38	1,683.69
	Hourly	17.31	18.18	19.09	20.04	21.05
Non-Safety EMT (24)	Monthly	2,678.00	2,812.00	2,953.00	3,101.00	3,256.00
	Biweekly	1,236.00	1,297.85	1,362.92	1,431.23	1,502.77
	Hourly	15.45	16.22	17.04	17.89	18.78
Non-Safety Paramedic (12) Effective 7/1/2022	Monthly	3,582.24	3,761.00	3,949.00	4,146.00	4,353.00
	Biweekly	1,653.34	1,735.85	1,822.62	1,913.54	2,009.08
	Hourly	20.67	21.70	22.78	23.92	25.11
Non-Safety EMT (12)	Monthly	2,678.00	2,812.00	2,953.00	3,101.00	3,256.00
	Biweekly	1,236.00	1,297.85	1,362.92	1,431.23	1,502.77
	Hourly	15.45	16.22	17.04	17.89	18.78

FIRE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Captain	Monthly	6,033.00	6,335.00	6,652.00	6,985.00	7,334.00
	Biweekly	2,784.46	2,923.85	3,070.15	3,223.85	3,384.92
	Hourly *	24.86	26.11	27.41	28.78	30.22
(* 56 hours per week)						
Fire Division Chief (FLSA Exempt)	Monthly	7,681.00	8,065.00	8,468.00	8,891.00	9,336.00
	Biweekly	3,545.08	3,722.31	3,908.31	4,103.54	4,308.92
	Hourly	44.31	46.53	48.85	51.29	53.86
Fire Marshal	Monthly	6,033.00	6,335.00	6,652.00	6,985.00	7,334.00
	Biweekly	2,784.46	2,923.85	3,070.15	3,223.85	3,384.92
	Hourly	34.81	36.55	38.38	40.30	42.31

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	8,295.00	8,710.00	9,146.00	9,603.00	10,083.00
	Biweekly	3,828.46	4,020.00	4,221.23	4,432.15	4,653.69
	Hourly	47.86	50.25	52.77	55.40	58.17
Police Sergeant	Monthly	6,662.00	6,995.00	7,345.00	7,712.00	8,098.00
	Biweekly	3,074.77	3,228.46	3,390.00	3,559.38	3,737.54
	Hourly	38.43	40.36	42.38	44.49	46.72
Supervisor Safety Dispatcher	Monthly	4,446.00	4,668.00	4,901.00	5,146.00	5,403.00
	Biweekly	2,052.00	2,154.46	2,262.00	2,375.08	2,493.69
	Hourly	25.65	26.93	28.28	29.69	31.17

POLICE OFFICERS ASSOCIATION

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Community Services Officer	Monthly	3,075.00	3,229.00	3,390.00	3,560.00	3,738.00
	Biweekly	1,419.23	1,490.31	1,564.62	1,643.08	1,725.23
	Hourly	17.74	18.63	19.56	20.54	21.57
Police Officer	Monthly	5,231.00	5,493.00	5,768.00	6,056.00	6,359.00
	Biweekly	2,414.31	2,535.23	2,662.15	2,795.08	2,934.92
	Hourly	30.18	31.69	33.28	34.94	36.69
Property/Evidence Technician	Monthly	3,390.00	3,560.00	3,738.00	3,925.00	4,121.00
	Biweekly	1,564.62	1,643.08	1,725.23	1,811.54	1,902.00
	Hourly	19.56	20.54	21.57	22.64	23.78
Safety Dispatcher I	Monthly	3,301.00	3,466.00	3,639.00	3,821.00	4,012.00
	Biweekly	1,523.54	1,599.69	1,679.54	1,763.54	1,851.69
	Hourly	19.04	20.00	20.99	22.04	23.15
Safety Dispatcher II	Monthly	3,639.00	3,821.00	4,012.00	4,213.00	4,424.00
	Biweekly	1,679.54	1,763.54	1,851.69	1,944.46	2,041.85
	Hourly	20.99	22.04	23.15	24.31	25.52

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, TEMPORARY AND 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
Management Analyst	Monthly	5,193.31	5,452.98	5,725.62	6,011.91	6,312.50
	Biweekly	2,396.91	2,516.76	2,642.60	2,774.73	2,915.46
	Hourly	29.96	31.46	33.03	34.68	36.42
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			
Police Cadet	Hourly		21.00	Effective 7/01/2022		
Recreation/Arts Coordinator	Hourly	14.00	15.00			
Safety Dispatcher	Hourly	33.72	Effective 10/01/2021			
Senior Center Activity Coordinator	Hourly	14.00	15.00			
Senior Center Nutrition Coordinator	Hourly	14.00	15.00			
Special Projects Manager	Hourly	50.00	95.00	125.00	150.00	175.00
Visual Arts Instructor	Hourly	14.00	15.00			

Exhibit A

Vocal Instructor	Hourly	14.00	15.00
Youth Services Coordinator	Hourly	14.00	15.00

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

July 18, 2022

ITEM NO: 1.g.

SUBJECT: Consider Resolution approving a Memorandum of Understanding agreement with the Family Healing Center

BACKGROUND: The Selma Police Department depends on other entities such as the Family Healing Center (FHC) to provide additional resources for victims of Sexual Assault, Child Abuse and Domestic Violence crimes. The partnership between FHC and the Selma Police Department is not only vital for these investigations but most importantly for the wellbeing of the victim.

DISCUSSION: The Selma Police Department investigates crimes against children on an as-needed basis. Some of these investigations are complex and require specialized training for investigators and police officers. The FHC uses a multidisciplinary team approach by combining Law Enforcement, the Fresno County District Attorney's Office, Forensic Interviewers and Nurses to ensure the wellbeing of children whom are victims of a crime.

The Selma Police Department has utilized the Family Healing Center as a resource to assist children whom are victims of crimes (sexual assault, child abuse etc.). The proposed agreement allows the Selma Police Department to continue to use the services provided by the Family Healing Center as outlined in the attached MOU. The service provided by the Family Healing Center is billed at a flat rate of \$1,000.00 for the fiscal year 2022-2023 as indicated in the attached MOU agreement.

FISCAL IMPACT: No additional fiscal impact, as this cost was incorporated into the approved FY 22-23 General Fund Budget.

RECOMMENDATION:

Adopt Resolution authorizing the City Manager to execute MOU with the Family Healing Center to continue to provide resources and services to the Selma Police Department.

Rene Garza, Acting Chief of Police

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH FAMILY HEALING CENTER FOR THE PURPOSE OF PROVIDING ADDITIONAL RESOURCES AND SERVICES FOR THE SELMA POLICE DEPARTMENT TO UTILIZE AS NEEDED

WHEREAS, the City of Selma is authorizing the City Manager to execute a Memorandum of Understanding with Family Healing Center (FMC) for the purpose of providing additional resources for victims of Sexual Assault, Child Abuse and Domestic Violence crimes; and

WHEREAS, the total fees associated with this MOU were approved within the General Fund of the FY 22/23 City Budget; and

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 MOU attached as Exhibit A and incorporated herein by reference.

SECTION 3. The City Manager is hereby authorized to execute the MOU and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

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

PASSED, APPROVED AND ADOPTED this 18th day of July, 2022, by the following vote:

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

Signatures on following page

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk



MEMORANDUM OF UNDERSTANDING

WHEREAS, The Family Healing Center and the Selma Police Department have come together to collaborate and create a partnership to assist victims of Sexual Assault, Child Abuse and Domestic Violence, and

WHEREAS the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the partnership; and

WHEREAS the MOU prepared and approved by the partners may be used to be submitted at any time during the life of the agreement as part of an RFP for grant funding, and

WHEREAS this MOU is in effect from *April 1, 2022 through March 31, 2023* or until the end of the current Cal OES Grant cycle should it be extended.

I) Description of Partner Agencies

The Family Healing Center has been assisting victims of domestic violence and sexual assault since 2011. The agency uses a multidisciplinary team approach by combining law enforcement, district attorney's office, forensic interviewers, therapy and counseling, forensic nursing through a separate contract or MOU with Central Valley Forensic Nursing Specialists Inc. (herein after referred to as CVFNS), and advocacy all in one abuse center.

The Selma Police Department is responsible for ensuring the safety of the individuals in their cities. The agencies provide routine law enforcement duties such as being proactive in deterring crime and proactive in investigations, follow-ups, and arrest.

II) History of Relationship

The Selma Police Department has been assisting the victims of domestic violence and sexual assault by referring individuals and families to the Family Healing Center. The Selma Police Department Sexual Assault Unit routinely utilizes the services primarily for Forensic Interviews of victims and witnesses and referring victims and their families for therapeutic counseling services. Forensic Sexual Assault Examinations conducted by CVFNS via a separate MOU or contract. Consequently, their relationship has helped the victims by providing needed services.

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

The Family Healing Center will work collaboratively with the Selma Police Department to assist victims of domestic violence and sexual assault. The Family Healing Center will work with men, women and children who are survivors of sexual and physical abuse through a multidisciplinary team approach. The agency will be utilized combining law enforcement, district attorney's office, forensic interviewers, therapy and counseling services, forensic nursing through CVFNS, and advocacy all in one center. The goal is to optimize outcomes for the victims by providing all assessments and treatment services in one supportive environment.

The Selma Police Department will work on investigation, follow-up interviews, and arrest of the perpetrators. They are the first line of contact in the chain of support services that the victim(s) will receive. The Selma Police Department will be responsible for referring victims to the Family Healing Center for services; these services will include but are not limited to;



MEMORANDUM OF UNDERSTANDING

- ☐ Forensic Interviews-offered on call for all needed interviews including emergency, after hours and weekends. Children and adults that have been victims of sexual assault and domestic violence and those who have witnessed any form of a violent crime, the Deaf and Hard of Hearing community, and developmentally delayed. A Spanish speaking interpreter is also available as needed. **Cost for these services is paid for through a grant from CalOES from April 1, 2022 through March 31, 2023 and any grant extension or subsequent grant for the same services.**
- ☐ The grant does not reimburse for Expert Court Testimony, Law Enforcement Consultation, Prevention Training and Education, Mandated Reporter Training, or other Roll Call Training requested by Law Enforcement. These are all necessary in order to ensure consistency in the MDIC process and to continue Team efficiency and proper victim care. We also try to maintain our availability as a 24/7 operation, which requires maintaining a high level of protection and security for our staff, your victims and staff if they are required to need our services after hours. This is provided for a flat rate of **\$1,000** for the fiscal year 2022-2023 as indicated.
- ☐ If victims or victim's family members require counseling or therapeutic intervention (individual, group or family) services will be provided on site by expert Family Healing Center staff. Referrals for legal assistance or court accompaniment will be provided to victims of domestic violence, dating violence, sexual assault, human trafficking and stalking with no restriction on age. **These services also paid for through a grant from CalOES or funding through the VOCA from April 1, 2022, through March 31, 2023.**
- ☐ If victims require a Forensic Medical Evidentiary Exam one can be provided on site 24/7 by Central Valley Forensic Nursing Specialists, Inc. (CVFNS). **This service requires a separate contract or MOU with CVFNS and will be conducted at the discretion of the Law Enforcement agency.**

IV) Timeline

The roles and responsibilities described above under this Memorandum of Understanding will commence on the date the MOU is signed and continue until March 31, 2023.

V) Commitment to Partnership

- 1) The Partnership service area includes the incorporated areas of the City of Selma.
- 2) The partners agree to collaborate and provide service/assistance as described in the MOU to victims of domestic violence, child abuse and sexual assault.
- 3) Compensation under this MOU is defined in section III. All MDIC's are paid for by a grant from CalOES from April 1, 2022, through March 31, 2023. This does not include the 20% match required for the grant. In the event the grant is extended this MOU will be extended for the life of the grant. If a subsequent grant or different grant is acquired a new MOU will be required with the new or different grant information. This is subject to change based on any subsequent RFP's, grant funding opportunities or contracts. Changes to this effect will be appropriately considered and ratified through agency council and or boards.



VI) Severability

The provisions of the MOU are severable with 30-day notice of either party. The invalidity or unenforceability of any one provision in this MOU shall not affect the other provisions.

VII) Entire MOU

It is mutually understood and agreed that the foregoing constitutes the entire agreement between the parties as to the subject matter hereof. Any modifications or amendments to this MOU must be in writing and signed by authorized agent of each party within 30 days of said modification or amendment.

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 to the extent same are 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.

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 the 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's 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 negligent 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.

Insurance Requirements

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

- a. Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- b. General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- c. Automobile Liability. If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, 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 one million dollars (\$1,000,000) combined single limit for each accident.
- d. Professional Liability (Errors & Omissions). Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing



the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) 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 one year after completion of the Services required by this Agreement.

e. Proof of Insurance. Consultant shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Cities prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

f. 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 VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.

g. 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.

h. Specifications 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.

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

j. 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.

k. 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.

MEMORANDUM OF UNDERSTANDING

IN WITNESS THEREOF, the parties have caused their authorization agents to execute this MOU:

SIGNATURES	
By _____ Executive Director, Family Healing Center Date _____	By _____ City Manager or Designee, _____ Date _____

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

July 18, 2022

ITEM NO: 1.h.

SUBJECT: Consideration of a Resolution approving the preliminary Engineer's Report, declaring intention to levy and collect the annual assessment for services rendered in the Landscaping and Lighting Maintenance District No. 1, and providing notice of public hearing on the proposed assessments.

DISCUSSION: The City established a Landscaping and Lighting Maintenance District ("LLMD") in 1984. The purpose of the district is to pay for landscaping, lighting, and other improvements plus services in a public area. In order to collect funds to pay for these services, the City files to the County Teeter program for collection via property taxes annually. Within the district, zones are established to create areas that benefit from the service provided. Currently there are 10 zones throughout the City. Their names and rates are as follows:

• Zone 1-Nelson East	105.28	• Zone 6-Blossom Ranch	106.84
• Zone 2-Nelson West	123.34	• Zone 7-Sundance	58.94
• Zone 3-Dinuba-Thompson	93.88	• Zone 8-Rosewood Estates	122.54
• Zone 4-Dancer Meadows	120.86	• Zone 9-Vineyard Estates	8.68
• Zone 5-Suncrest	129.74	• Zone 10-Royal County Estates	190.12

Within these zones there are a total of 1937 parcels. Under State law, in order to assess the levy for the services provided, the City Engineer is required to prepare a report which sets forth the plans and specifications for the improvements, the estimate of the costs of the improvements, a diagram for the LLMD, and an assessment of the estimated costs of the improvements.

#

The assessment for each zone is calculated using the information set forth in the Engineer's Report. This Report is completed each year and adopted.

For the fiscal year 2022-2023 there will be no cost increase for any zone. The total amount filed to the tax roll is \$206,579.40.

After adopting the preliminary Engineer's Report, State law requires the City to hold a public hearing to hear any protests regarding the proposed assessments. Staff is recommending that the City conduct the public hearing at its regular meeting on August 1, 2022. Prior to the public hearing, the City will notice in the paper on July 20 and July 27, with the first notice being a minimum of ten (10) days prior to the public hearing.

RECOMMENDATION: Adopt the Resolution approving the preliminary Engineer's Report, declaring intention to levy and collect the annual assessment for services rendered in the Landscaping and Lighting Maintenance District No. 1, and providing notice of public hearing on the proposed assessments on August 1, 2022.

Philip L. Romero, Contract City Engineer

Rob Terry, Deputy City Manager

RESOLUTION NO. 2022- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING THE PRELIMINARY ENGINEER'S REPORT, DECLARING INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENT FOR SERVICES RENDERED IN THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 1, AND PROVIDING NOTICE OF PUBLIC HEARING ON THE PROPOSED ASSESSEMENTS

WHEREAS, in 1984, the City established a Landscaping Lighting and Maintenance District ("LLMD") to provide certain public improvements which include the construction, maintenance, and servicing of public lights, landscaping, and appurtenant facilities. The costs of the improvements are covered through a levy on each parcel within the LLMD; and

WHEREAS, the City Engineer has prepared a CITY ENGINEER'S REPORT ("Report") on Landscaping and Lighting Maintenance District No.1 in the City, a copy of which is on file with the City Clerk, and which has been presented to the City Council; and

WHEREAS, it is necessary that City Council adopt a resolution of intention pursuant to Section 22624 of the Streets and Highways Code, approve the preliminary Report, and provide notice of the time and place of a public hearing on the Report and the proposed assessments within the District for Fiscal Year 2022-2023.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City of Selma resolves as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Report contains all matters required under the Streets and Highways Code.
3. The City Council declares that it intends to levy assessments on all parcels of assessable land within the LLMD for Fiscal Year 2022-23, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as County taxes are collected.
4. The existing and proposed improvements for the LLMD are as follows:

Landscaping generally including, but not limited to, trees, bushes, plants, turf; irrigation systems including electrical meters; hardscapes; entry features and subdivision monuments; block walls and fences; and appurtenant improvements as required to provide an aesthetically pleasing environment throughout the District.

Street lighting generally including, but not limited to, poles, fixtures, bulbs, conduits, pull boxes, equipment, including guys, anchors, posts, pedestals and

metering devices, and appurtenant improvements, as required to provide safe lighting within the boundaries of the District.

Detention basin maintenance generally including graded slopes, fencing, outlet and overflow structures, and the detention basin itself.

5. The distinctive designation of the LLMD is the Landscaping and Lighting Maintenance District No. 1, the general location of the LLMD is as set forth in the Report.
6. The Report, which is on file with the City Clerk, and has been presented to the City Council at the meeting in which this Resolution is adopted, is approved. Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the LLMD, the zones therein, and the proposed assessments for Fiscal Year 2022-2023.
7. There is no change in assessment for any zone.
8. Notice is hereby given that on August 1, 2022, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers of the City of Selma, at 1710 Tucker Street, Selma, California, at a regular meeting of the City Council, a public hearing will be held on the Report and the assessments to be levied within the LLMD for Fiscal Year 2022-2023. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, which protest must state all grounds of object and describe the property within the LLMD owned by such person.
9. **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.
10. **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.

I, Reyna Rivera, City Clerk to the City of Selma, so hereby certify that the foregoing Resolution was approved at a regular meeting of the City Council of the City of Selma on this 18th day of July 2022, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Scott Robertson, Mayor

ATTEST:

By: _____
Reyna Rivera, City Clerk

ITEM NO: 1.i.

SUBJECT: Resolution approving Agreement between the City and Liebert Cassidy Whitmore to Provide Special Services through the Central San Joaquin Valley Risk Management Authority (CSJVRMA)

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

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

The term of this agreement is for 12 months commencing July 1, 2022.

FISCAL IMPACT: None, as this expenditure was included in the approved FY 22-23 budget.

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

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 ENTERING INTO AN AGREEMENT AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR SPECIAL SERVICES RELATED TO EMPLOYMENT RELATIONS

WHEREAS, the City of Selma is authorizing the City Manager to execute an agreement with Liebert Cassidy Whitmore for the purpose of providing special services related to employment relations; and

WHEREAS, the total fees associated with this agreement were approved within the General Fund of the FY 22/23 City Budget and shall not exceed \$3,366 unless duly approved for additional amounts;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY RESOLVE 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 agreement with Liebert Cassidy Whitmore attached as Exhibit A and incorporated herein by reference.

SECTION 3. The City Manager is hereby authorized to execute the agreement and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

6033 West Century Boulevard, 5th Floor
Los Angeles, California 90045
T: (310) 981-2000 F: (310) 337-0560

June 9, 2022

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

Re: *Central Valley Employment Relations Consortium*

Dear Ms. Arias:

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

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

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

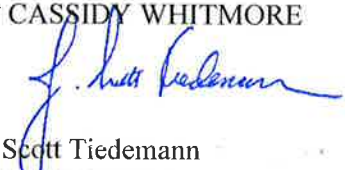
If you have any questions about the consortium, our other training programs or if you would like to pay your invoice via credit card, please contact Cynthia Weldon, Director of Marketing & Training at (310) 981-2055 or cweldon@lcwlegal.com.

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

Sincerely,

LIEBERT CASSIDY WHITMORE

BY:


J. Scott Tiedemann
Managing Partner

Enclosures

AGREEMENT FOR SPECIAL SERVICES

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

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

WHEREAS Agency has determined that no less than forty-five (45) public agencies in the Central Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

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

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2022, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

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

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

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

Fee:

Attorney will provide these special services to Agency for a fee of Three Thousand Three Hundred Sixty Six Dollars (\$3,366.00) payable in one payment prior to August 1, 2022. The fee, if paid after August 1, 2022 will be \$3,466.00.

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

Additional Services:

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

The range of hourly rates for Attorney time is from Two Hundred Forty to Four Hundred Twenty-Five Dollars (\$240.00 - \$425.00) per hour for attorney staff, Two Hundred Seventy Dollars (\$270.00) per hour for Labor Relations/HR Consultant and from One Hundred Forty-Five to One Hundred Eighty-Five Dollars (\$145.00 - \$185.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

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

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2022. The term may be extended for additional periods of time by the written consent of the parties.


Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than forty-five (45) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2022.

LIEBERT CASSIDY WHITMORE
A Professional Corporation

CITY OF SELMA
A Municipal Corporation

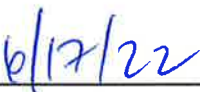
By: _____


J. Scott Tiedemann / Managing Partner

By: _____

Name: _____

Date: _____



Title: _____

Date: _____

INVOICE

June 10, 2022

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

(SE030-10000)
INVOICE NUMBER: 220593

CENTRAL VALLEY EMPLOYMENT RELATIONS CONSORTIUM

Membership: 07/01/2022 through 06/30/2023

Please make your check out for the following amount:

ERC Membership w/ Premium Liebert Library Subscription (includes \$69.00 credit from unused refreshment fee) Premium Subscription provides unlimited access to LCW workbooks in digital format, as well as over 200 sample forms, model policies and checklists that can be downloaded and used as templates.	\$3,366.00	<input type="checkbox"/>
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Note: Please send us a copy of this invoice along with your payment.

**For more information about the Liebert Library, please visit www.liebertlibrary.com, or
email library@lcwlegal.com.**

**If ERC Membership paid after August 1, 2022 amount due is \$3,466.00
(Includes \$100.00 late fee)**



Liebert Library

Our firm is proud to present the **Liebert Library**: an online collection of trusted legal training and reference materials that cover a variety of public-sector labor and employment topics!

For more than 40 years our attorneys have tirelessly worked to create an entire library of legal resources that covers a variety of labor and employment topics. Now you can get on-demand access to our extensive collection of workbooks, sample forms, model policies and checklists, including:



WORKBOOKS:

- The FLSA Compliance Guide
- Principles for Public Safety Employment
- Annual Audit of Your Personnel Rules
- Labor & Employment Relations Issues
- During Lean Times
- Understanding Public Employee
- Retirement Issues



SAMPLE FORMS & POLICIES:

- Checklist for POBR/FBOR Investigation
- Reasonable Accommodation Policy
- Sample Anti-Bullying Policy
- Sample Discipline Policy
- Social Media Policy

We offer 2 levels of subscription for Liebert Library at economical prices that will allow you to lower future legal costs for your agency:

1. **Basic Membership** - Access to **all of our workbooks in digital format**. You will have on-demand access to these documents, which are fully searchable (but not downloadable.)
2. **Premium Membership** - Access to all of the benefits of our Basic Membership (see above), as well as the ability to download in Word more than 200 sample forms, checklists and model policies. The newly incorporated model policies include detailed commentary on the statute/reason the policy is recommended as well as tips on how to customize the policies to your specific agency and how to best implement them.

CENTRAL VALLEY ERC

1) Comments

- Members held their annual planning meeting via Zoom after completing a survey to select workshops for the 2022-2023 year.
- Members elected to have all workshops presented virtually in 2022-2023.
- Members like the webinar format and for some continuing in a virtual format is the only way they can attend all workshops.
 - Members shared that they liked having the recorded webinar available to them following the workshop. They appreciate that LCW extended access to two months. LCW will continue this practice for 2022-2023.
 - LCW let the members know that Zoom had changed the post webinar reports, for privacy reasons. As such they no longer provide the email address of the attendee – which makes it impossible to sort attendees by agencies. LCW is working with Zoom to identify solutions and will roll this out to the group as soon as possible.
 - Members noted that when the webinars end everyone just signs off, even though there may be more questions. They ask that time be put aside for Question and Answers.
- Consortium calls are being answered in a timely manner and the group appreciates LCW's responsiveness. As a reminder, Consortium members can email questions to asklcw@lcwlegal.com or call any of our five offices across the state to submit a consortium question. Multiple members noted the timely and thorough response they receive on their consortium calls.
- Members reported that Francesca is doing a great job. They really appreciate the reminders of the webinars.
- Members really like the resources available in the Liebert Library, which has been updated this spring. One member mentioned that "it is worth every penny!"

2) Services Explained

- Complimentary Telephone Consultation: ERC members are able to consult with an attorney on select matters. The service covers items that the attorney knows off the top of their head. It does not cover writing/reviewing documents; advice on on-going legal matters, or advice requiring extensive research. Items that fall outside the realm of this service are noted as such and members have the option to ask for LCW to proceed as a

billable matter. For this reason, agencies should choose carefully who is permitted to place these types of inquiries. Inquiries can be made by calling any of our offices, any of our attorneys by emailing: AskLCW@lcwlegal.com.

- **Consortium Workshops across the State:** ERC members are able to attend other Consortiums' workshops. If you are interested in attending, you must contact Francesca Savellano (fsavellano@lcwlegal.com) two weeks prior the scheduled workshop. Once all the registration sheets are received from the host Consortium, if space is available, members from other consortiums are able to attend. There is no cost to attend another Consortiums' workshop, *unless* they require a per person/refreshment fee. This is true of in-person presentations as well as webinars.
- **Consortium Webinars:** Each registrant will receive instructions on how to log in to the webinar. Agencies will receive a report following the webinar on who logged in and how long they remained on the line. Each member agency will receive a recording of the webinar for their internal use.
- **Workshop Attendance:** LCW reminds agencies that they are responsible for monitoring who is registering for the workshops. LCW provides a guide as to who should attend the workshops and requests that the agency use its best discretion when registering employees as the composition of the audience can impact the message and tone of the workshop. This recommendation is also true when sharing the webinar recording.
- **Public Sector Employment Relations Certificate Program:** This is a complimentary program. Participants are required to complete 8 specific workshops within a three year period. Participants must present proof of attendance through paperwork distributed at the workshop. LCW does not track attendance.
- **Individual/Customized Training:**
 - LCW conducts customized training in-person, via webinar and through our on demand platform.
 - Includes the incorporation of your policies and procedures, as well as an original set of materials for your reproduction.
 - Any of the workshops listed on the Master Workshop Topics List can be presented outside of the consortium to one specific agency or a group of agencies to share the cost.
 - LCW would be happy to send an e-mail to other agencies if a request for an individual workshop has been made and the agency requesting the workshop wishes to combine with other agencies. For more information, contact Anna Sanzone-Ortiz at (310) 981-2051.
- **On-Demand Harassment Training:** California requires that all employers provide harassment prevention to supervisory and non-supervisory employees every two years or within 6 months of hire or assumption of a supervisory role. LCW has created an engaging on-demand, online harassment training for California public agencies for supervisory and non-supervisory employees that meets all DFEH requirements. The

training includes testing throughout and provides a certificate of completion to the participant as well as reports to the agency administrator. Additionally the program can be incorporated into an existing Learning Management Platform, or used as a stand-alone resource. Please contact our dedicated On Demand Team at (310) 981-2000 or on-demand@lcwlegal.com for more information.

- **Social Media:** follow us on Twitter (<http://twitter.com/lcwlegal>); Linked In (<https://www.linkedin.com/company/liebert-cassidy-whitmore/>) and read our Labor and Employment blog (<http://www.calpublicagencylaboremploymentblog.com>)

3) Workshops (5 full days of training to be held on Wed. or Thurs. – avoiding 3rd Thurs and the last Wednesday of the month. Group prefers to rotate dates and morning/afternoon webinars.)

- The Art of Writing the Performance Evaluation - Half Day
- Maximizing Performance Through Documentation, Evaluation and Corrective Action (Certificate Class) - Half Day
- Difficult Conversations - Half Day
- Leaves, Leaves and More Leaves (Certificate Class) - Half Day
- (NEW) Public Service Customer Service - Two Hours
- Moving Into the Future: Telecommuting and Remote Work - Half Day
- The Future is Now – Embracing Generational Diversity and Succession Planning - Half Day
- Human Resources Academy I - Half Day (schedule towards end of spring)
- Supervisor's Guide to Understanding and Managing Employees' Rights: Labor, Leaves and Accommodations (Certificate Class) - Half Day
- Legal Issues Regarding Hiring - Half Day

4) ERC Membership Fee

- Rate 1: Agencies w/less than 100 full time employees: \$1,620
- Rate 2: Agencies w/100 to 1,000 full time employees: \$2,535
- Rate 3: Agencies w/1,000 to 2,000 full time employees: \$5,070
- Rate 4: Agencies w/more than 2,000 full time employees: \$6,990
- Consortium has \$2,546.68 remaining from 2019-2020 and 2021-2022 refreshment fees. These monies will be returned to agencies who paid them in a form of a credit towards their 2022-2023 membership.
- \$100 late fee to be paid after August 1, 2022.

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79681	06/02/22	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 4/23-5/23/22	PARTIAL R	81,608.59
79682	06/02/22	Printed	UNITY IT	MDT MANAGED SERVICES -APR 22		3,970.57
79683	06/02/22	Printed	VERIZON WIRELESS	AIRCARDS 4/19/22-5/18/22		810.62
79684	06/02/22	Printed	WASTE MANAGEMENT	GARBAGE -MAY 2022		124,850.71
79685	06/02/22	Printed	WHITE CAP, L.P.	SAFETY VESTS -PW		1,495.97
79686	06/02/22	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES 4/4/22-4/29/22		5,355.00
79687	06/02/22	Void		Void Check		0.00
79688	06/02/22	Printed	YAMABE & HORN ENGINEERING, INC	NEBRASKA & THOMPSON SEWER MAIN APRIL 2022	PARTIAL R	52,340.01
79689	06/02/22	Printed	ZUMAR INDUSTRIES, INC.	ANCHORS & POSTS FOR ST SIGNS		1,947.80
79690	06/16/22	Printed	A&S PUMP SERVICE	INSTALL NEW PUMP -RINGO PARK & REPLACED BAD SWITCH ON PUMP -PIONEER VILLAGE		19,037.96
79691	06/16/22	Printed	A-C ELECTRIC COMPANY	POLE DAMAGED -HIGH & SECOND		2,086.99
79692	06/16/22	Printed	CHRISTOPHER L. ABBEY / ABBEY DOOR SERVICE	REPLACED RPM SENOR -STA 1		680.00
79693	06/16/22	Printed	ADVENTIST HEALTH TULARE	BLOOD/ALCOHOL ANALYSIS MAY 2022 -PD		326.00
79694	06/16/22	Printed	DAVID M. AGUALLO	JULY 3RD ENTERTAINMENT		1,000.00
79695	06/16/22	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES		53.92
79696	06/16/22	Printed	VERONICA ANES	CKP MOANA JR REGISTRATION REIMB.		54.27
79697	06/16/22	Void		Void Check		0.00
79698	06/16/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 5/19-5/26/22		620.92
79699	06/16/22	Printed	ARCHIVESOCIAL, INC.	SOCIAL MEDIA ARCHIVE SERVICES		4,788.00
79700	06/16/22	Printed	AT&T	INTERNET SERVICE -CVTC 5/6/22-6/5/22		90.25
79701	06/16/22	Printed	AT&T	INTERNET SERVICE -CVTC 6/6/22-7/5/22		100.24
79702	06/16/22	Printed	AT&T	TELEPHONE 5/4/22-6/3/22		1,540.99
79703	06/16/22	Printed	AT&T	TELEPHONE 5/4/22-6/3/22		154.40
79704	06/16/22	Printed	AT&T	TELEPHONE 5/4/22-6/3/22		119.22
79705	06/16/22	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 5/1-5/31/22		389.47
79706	06/16/22	Printed	BENNY BACA / COOL AIR SPECIALTY	HVAC SPRING PM SERVICE & FILTERS		4,870.00
79707	06/16/22	Printed	BANNER PEST CONTROL INC	ONE TIME SERVICE -WEED & SEED		55.00
79708	06/16/22	Printed	CHRISTOPHER WENDELL BLOW / CALIFORNIA DJ SERVICE	JULY 3RD SOUND & LIGHTING		2,300.00
79709	06/16/22	Printed	BRAND NEW DAY	AMBULANCE OVERPAYMENT REIMB		346.78
79710	06/16/22	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 6/6/22		90.00
79711	06/16/22	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -MAY 2022		17,697.47
79712	06/16/22	Printed	CARROT-TOP INDUSTRIES, INC.	CITY OF SELMA FLAGS		912.78
79713	06/16/22	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		2,107.63
79714	06/16/22	Printed	CENTRAL VALLEY CHAPTER OF MAINTENANCE SUPERINTENDENTS	2022 AGENCY MEMBERSHIP		100.00
79715	06/16/22	Printed	JONATHAN CHACON	FTO COURSE 6/19/22-6/24/22 PER DIEM	R	355.00
79716	06/16/22	Printed	CITY OF FRESNO	PERISHABLE SKILLS TRAINING 8/3/22	R	242.00
79717	06/16/22	Printed	CITY OF SELMA COMMUNITY SERVICES	REPLENISH PETTY CASH		18.95
79718	06/16/22	Printed	COMCAST	INTERNET SERVICE -JUNE 2022		821.45
79719	06/16/22	Printed	COMCAST	PD TO FCSO -JUNE 2022		659.12
79720	06/16/22	Printed	COMCAST	INTERNET SERVICE -AMBULANCE 1231 ROSE AVE		195.64
79721	06/16/22	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -MAY 2022		481.25
79722	06/16/22	Printed	COVID 19 HRSA UNINSURED	AMBULANCE OVERPAYMENT REIMB		738.15
79723	06/16/22	Printed	COVID 19 HRSA UNINSURED	AMBULANCE OVERPAYMENT REIMB		436.30
79724	06/16/22	Printed	DATAPATH LLC	NETCARE/ON SITE SUPPORT JUNE 2022		9,100.00
79725	06/16/22	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS -MAY 2022		98.00
79726	06/16/22	Printed	DEPARTMENT OF VETERANS AFFAIRS	AMBULANCE OVERPAYMENT REIMB		344.97
79727	06/16/22	Printed	MATTEO DESANTIS	1231 ROSE AVE LEASE -JULY 2022		3,390.00
79728	06/16/22	Printed	ELIAS DIAZ	AMBULANCE OVERPAYMENT REIMB		1,195.20
79729	06/16/22	Printed	ELAVON SETTLEMENT RECOVERY	CREDIT CARD FEES -JUNE 2022		1,259.70
79730	06/16/22	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -MAY 2022		8,094.67
79731	06/16/22	Printed	FRESNO COUNTY DPH-EMS DIVISION	DISPATCHING SERVICES 4/1/22-6/30/22		4,104.00
79732	06/16/22	Printed	FRESNO COUNTY EDC	CENTRAL VALLEY TRAINING CENTER 3/1/22-4/30/22	R	112,373.08
79733	06/16/22	Printed	FRESNO COUNTY SHERIFF	RMS/JMS/CAD ACCESS FEES-MAY 22		489.74
79734	06/16/22	Printed	JASON GRAY	EMT RECERT REIMBURSEMENT		82.00
79735	06/16/22	Printed	LEON GUTIERREZ	BUSINESS LIC OVERPAYMENT REIMB		44.00
79736	06/16/22	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		339.00
79737	06/16/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 6/1/22		1,478.20
79738	06/16/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 6/8/22		1,527.10
79739	06/16/22	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICE -FD	R	562.59
79740	06/16/22	Printed	HINDERLITER DE LLAMAS &	SALES TAX Q4/2021		1,186.87
79741	06/16/22	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER JUNE 2022 LEASE	R	6,267.99
79742	06/16/22	Printed	JH TACKETT INC.	COLOR PRESENTATION FOLDERS		1,751.89
79743	06/16/22	Printed	JORGENSEN & COMPANY	FIRE EXTINGUISHER SERVICE -FD TRAINING ROOM		1,282.21
79744	06/16/22	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS -PW & PD		1,567.04
79745	06/16/22	Printed	KOEFRAN INDUSTRIES, INC.	EMPTY ANIMAL CONTROL FREEZER		163.86
79746	06/16/22	Printed	TIM J LAW / LAW & ASSOCIATES	LAW ENFORCEMENT BACKGROUNDS		2,100.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79747	06/16/22	Printed	JEFFERY & ALYSSA LEWIS / IDANCE COMPANY	TICKET CUT FOR IDANCE RECITAL		7,816.84
79748	06/16/22	Printed	LEXIPOL LLC	ANNUAL FIRE POLICY MANUALS		8,995.06
79749	06/16/22	Printed	LEXIPOL LLC	BUSINESS LIC OVERPAYMENT REIMB		5.00
79750	06/16/22	Printed	LOZANO SMITH LLP	LEGAL SERVICES -MAY 2022		20,401.10
79751	06/16/22	Printed	DWAYNE MCPHERSON	FTO COURSE 6/19/22-6/24/22 PER DIEM	R	355.00
79752	06/16/22	Printed	MEDLINE INDUSTRIES, INC.	MEDICAL SUPPLIES		334.78
79753	06/16/22	Printed	METRO UNIFORM	FD REVOLVING ACCT & BALLISTIC VEST	PARTIAL R	1,234.56
79754	06/16/22	Printed	MID VALLEY PUBLISHING, INC.	EMPLOYMENT AD -ASSOC PLANNER		50.74
79755	06/16/22	Printed	MV PUBLIC TRANSPORTATION, INC.	SENIOR TRIP -FRESNO ZOO 6/6/22	R	85.00
79756	06/16/22	Printed	NOBILE BROS INC	CAMPER SHELLS -FD		8,859.99
79757	06/16/22	Void		Void Check		0.00
79758	06/16/22	Printed	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES		914.73
79759	06/16/22	Printed	MADISEN PADILLA	SPONGEBOB THE MUSICAL PAINT REIMB.		29.49
79760	06/16/22	Printed	DANIEL C. PERKINS	CA STATE FIRE TRAINING COURSE CHIEF OFFICER 3C 5/17-5/19/22		3,150.00
79761	06/16/22	Printed	PG&E	UTILITIES -JUNE 2022		3,334.46
79762	06/16/22	Printed	PG&E	UTILITIES -JUNE 2022		62.60
79763	06/16/22	Printed	PINNACLE TRAINING SYSTEMS	WORKSITE WELLNESS PROGRAM-FD		15,095.00
79764	06/16/22	Printed	BINDER RIAR	REFUND PERMIT# 22-0150		1,151.15
79765	06/16/22	Printed	ALBERT PEREZ RODRIGUEZ / 4 SEASON LAWN SERVICE	CLEAN UP 2695 ROSE		800.00
79766	06/16/22	Printed	SAMPSON,SAMPSON, AND PATTERSON	ACCOUNTING SERVICES -MAY 2022		29,000.00
79767	06/16/22	Printed	SANTA MARIA CALIFORNIA NEWS	PH NOTICES		612.23
79768	06/16/22	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	IRRIGATION SUPPLIES		511.11
79769	06/16/22	Printed	SPARKLETTTS	WATER SERVICE -PD		216.44
79770	06/16/22	Printed	SPARKLETTTS	WATER SERVICE -CVTC	R	39.99
79771	06/16/22	Printed	SPARKLETTTS	WATER SERVICE -CVTC	R	39.99
79772	06/16/22	Printed	STRYKER SALES CORPORATION	MEDICAL SUPPLIES		41,891.12
79773	06/16/22	Printed	SUN LIFE	EMPLOYEE INSURANCE -JUNE 2022		1,393.73
79774	06/16/22	Printed	SUPER 8 MOTEL	BUSINESS LIC OVERPAYMENT REIMB		101.50
79775	06/16/22	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -JUNE 2022		1,914.12
79776	06/16/22	Printed	TAG-AMS, INC.	ANNUAL RENEWAL FEE		150.00
79777	06/16/22	Printed	THOMAS J O'LAUGHLIN MD INC.	PHARMACEUTICAL REIMBURSEMENT		164.98
79778	06/16/22	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -JUNE 2022		7,000.00
79779	06/16/22	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASE -JUNE 2022		2,095.58
79780	06/16/22	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION -PD		60.00
79781	06/16/22	Printed	DANIEL VIVEROS / D&G FENCE	FENCING -RINGO PARK		2,400.00
79782	06/16/22	Printed	WASTE MANAGEMENT	CAL RECYCLE GRANT TIRE AMNESTY 5/4/22	G	281.32
79783	06/16/22	Printed	JORDAN WILLIAMS	PIANIST FOR SPONGEBOB		150.00
79784	06/16/22	Printed	WINEGARD ENERGY INC	BUSINESS LIC OVERPAYMENT REIMB		5.00
79785	06/30/22	Printed	ACTION TOWING AND DIVE TEAM	EVIDENCE TOWING -MAY 2022		248.00
79786	06/30/22	Printed	DAVID M. AGUALLO	JULY 3RD ENTERTAINMENT BALANCE		1,700.00
79787	06/30/22	Void		Void Check		0.00
79788	06/30/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 6/2/22-6/9/22		636.01
79789	06/30/22	Printed	AIDEED MEDINA ARGUETA	SALAZAR MURAL PROJECT (FUNDS WILL BE TRANSFERRED FROM SALAZAR DONATION FUND)	R	200.00
79790	06/30/22	Printed	AT&T	TELEPHONE -JUNE 2022		33.84
79791	06/30/22	Printed	AT&T	INTERNET SERVICE -WEED & SEED 6/11/22-7/10/22		88.10
79792	06/30/22	Printed	AT&T	PD FIRE ALARM		219.05
79793	06/30/22	Printed	AT&T	TELEPHONE 5/12/22-6/11/22		43.73
79794	06/30/22	Printed	AT&T	TELEPHONE 5/12/22-6/11/22		90.19
79795	06/30/22	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 5/12-6/11/22		1,738.50
79796	06/30/22	Printed	BENNY BACA / COOL AIR SPECIALTY	REPAIR LEAK -PV, REPAIR LEAK FD, RESET BREAKER-SC, EVAP COOLER FLOATS -YARD		1,314.00
79797	06/30/22	Printed	BANNER PEST CONTROL INC	PEST CONTROL -JUNE 2022		441.00
79798	06/30/22	Printed	BOY SCOUTS OF AMERICA	KAISER GRANT-SAL LEAGUE (STALE DATED CHECK RE-ISSUE)	G	525.00
79799	06/30/22	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 6/20/22		90.00
79800	06/30/22	Printed	ROD CARSEY	PLAN CHECKS -MAY 2022		4,967.22
79801	06/30/22	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP		1,375.84
79802	06/30/22	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT -MAY 2022		236.00
79803	06/30/22	Printed	CITY OF SELMA	REPLENISH PETTY CASH FOR YE		25.00
79804	06/30/22	Printed	CITY OF SELMA	REPLENISH PETTY CASH FOR YE		52.67
79805	06/30/22	Printed	EDWARD COLEGIO	EMT REIMBURSEMENT		82.00
79806	06/30/22	Printed	CPS HR CONSULTING	HUMAN RESOURCES TECHNICIAN WRITTEN TEST MATERIAL		454.25
79807	06/30/22	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING MAY 2022		200.00
79808	06/30/22	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS -MAY 2022		393.00
79809	06/30/22	Printed	ELAVON SETTLEMENT RECOVERY	CREDIT CARD FEES		1,282.49
79810	06/30/22	Printed	FRESNO COUNTY EDC	CENTRAL VALLEY TRAINING CENTER 5/1/22-5/31/22	R	45,308.50
79811	06/30/22	Printed	FRESNO COUNTY FIRE	FOAM CONCENTRATE -FD		1,056.75
79812	06/30/22	Printed	GCS ENVIRONMENTAL EQUIPMENT	HOSE SUCTION/PRESSURE FLEET		1,097.05

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79813	06/30/22	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICE -JUNE 2022		3,804.00
79814	06/30/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 6/15/22		1,444.40
79815	06/30/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 6/22/22		1,698.70
79816	06/30/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -JULY 22		795.93
79817	06/30/22	Void		Void Check		0.00
79818	06/30/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,692.22
79819	06/30/22	Printed	RAUL R HERRERA JR / ECN POLYGRAPH & INVESTIGATIONS	POLYGRAPH SERVICES 6/8-6/17/22		600.00
79820	06/30/22	Printed	VANESSA M. HERRERA	CHAMP CAMP SUPPLIES REIMB		34.69
79821	06/30/22	Printed	JUSTIN HOLT	PERISHABLE SKILLS TRAINING PER DIEM 7/5/22-7/8/22	R	44.00
79822	06/30/22	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER JULY 2022 LEASE	R	10,438.64
79823	06/30/22	Printed	JOHNSON CONTROLS SECURITY	ALARM SERVICES 7/1/22-9/30/22		3,748.54
79824	06/30/22	Printed	JAN TYSON JOHNSON	ACLS AND BLS REIMBURSEMENT		194.00
79825	06/30/22	Printed	JORGENSEN & COMPANY	FIRE EXT ANNUAL MAINT -SC		90.00
79826	06/30/22	Void		Void Check		0.00
79827	06/30/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -APPEAL MAY 2022		21,364.60
79828	06/30/22	Printed	METRO UNIFORM	PD REVOLVING ACCT		446.61
79829	06/30/22	Printed	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES		480.10
79830	06/30/22	Printed	PG&E	UTILITIES -JUNE 2022		11.81
79831	06/30/22	Printed	PG&E	UTILITIES -JUNE 2022		495.12
79832	06/30/22	Printed	PG&E	UTILITIES -JUNE 2022		30,797.13
79833	06/30/22	Printed	PG&E	UTILITIES -JUNE 2022		140.42
79834	06/30/22	Printed	PG&E	UTILITIES -JUNE 2022		17,390.52
79835	06/30/22	Printed	PG&E	UTILITIES -JUNE 2022		656.49
79836	06/30/22	Printed	PG&E	UTILITIES -JUNE 2022		13.75
79837	06/30/22	Printed	PITNEY BOWES BANK INC	POSTAGE REFILL -CH		1,000.00
79838	06/30/22	Printed	QUAD KNOPF, INC.	PLANNING SERVICES 5/15-6/11/22		32,002.00
79839	06/30/22	Printed	JUAN BAUTISTA RAMOS	WINDSHIELD REPAIR		345.00
79840	06/30/22	Printed	REGIONAL GOVERNMENT SERVICES	CONTRACT SERVICES -MAY, REIMBURSABLE EXPENSES FOR NEOGOV POSTING		25,284.95
79841	06/30/22	Printed	RINCON CONSULTANTS, INC.	ZONING ORDINANCE UPDATE		5,716.25
79842	06/30/22	Printed	ALBERT PEREZ RODRIGUEZ / 4 SEASON LAWN SERVICE	CLEAN UP 1538 E FRONT & PONDING BASIN	PARTIAL R	4,900.00
79843	06/30/22	Printed	ROLLING HILLS CARE CENTER	BUSINESS LIC OVERPAYMENT REIMB		734.00
79844	06/30/22	Printed	RRM DESIGN GROUP	ROCKWELL PARK PROJECT	G	1,378.75
79845	06/30/22	Printed	HUMBERTO SALAS	PERISHABLE SKILLS TRAINING PER DIEM 7/5/22-7/8/22	R	44.00
79846	06/30/22	Printed	SANTA MARIA CALIFORNIA NEWS	PH NOTICE -CUP 2046 E FRONT		150.14
79847	06/30/22	Printed	SCAFCO CORPORATION	BUILDING MATERIALS -CVTC	R	6,319.42
79848	06/30/22	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -JULY 2022		8,163.57
79849	06/30/22	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -MAY 2022		32,459.81
79850	06/30/22	Printed	AMY SMART	ICSC TRAVEL REIMBURSEMENT		106.37
79851	06/30/22	Printed	SUN BADGE CO	DEPARTMENT BADGES -FD		1,936.92
79852	06/30/22	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -JULY 2022		2,224.96
79853	06/30/22	Printed	THOMAS J O'LAUGHLIN MD INC.	MEDICAL DIRECTOR -JULY 2022		500.00
TOTAL						938,900.14

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

US BANK INVOICE FOR CALCARD CHARGES: 4/23/22-5/23/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ALEJANDRO ALVAREZ	4/28/2022	WALMART	NEIGHBORHOOD WATCH SUPPLIES	100-2200-600.250.000	117.01
ALEJANDRO ALVAREZ	4/28/2022	THE HOME DEPOT	NEIGHBORHOOD WATCH SUPPLIES	100-2200-600.250.000	65.06
ALEJANDRO ALVAREZ	5/7/2022	LIQUOR LOCKER	RAISIN FESTIVAL DETAIL	100-2200-600.250.000	47.35
ALEJANDRO ALVAREZ	5/7/2022	SAVE N GO	RAISIN FESTIVAL DETAIL	100-2200-600.250.000	11.00
ALEJANDRO ALVAREZ	5/7/2022	ME N EDS PIZZERIA	RAISIN FESTIVAL DETAIL	100-2200-600.250.000	231.92
AMY SMART	5/18/2022	LAZ PARKING	PARKING FOR EDC MEETING	100-1500-610.920.000	4.50
CALEB GARCIA	4/27/2022	CIRCLE K, FRESNO CA	FUEL-ACT	269-2100-600.257.000	78.79
CALEB GARCIA	5/3/2022	SHELL OIL, FOWLER CA	FUEL-ACT	269-2100-600.257.000	81.81
CALEB GARCIA	5/6/2022	CIRCLE K, FRESNO CA	FUEL-ACT	269-2100-600.257.000	95.34
CALEB GARCIA	5/10/2022	WARRANT BUILDER, CA	TRAINING-ACT	269-2100-610.915.000	150.00
CALEB GARCIA	5/11/2022	ARCO, FRESNO CA	FUEL-ACT	269-2100-600.257.000	64.03
CALEB GARCIA	5/12/2022	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	91.59
CALEB GARCIA	5/18/2022	BEST UNIFORMS, FRESNO CA	EQUIPMENT-ACT	269-2100-600.350.000	390.05
CALEB GARCIA	5/19/2022	76, FRESNO CA	FUEL-ACT	269-2100-600.257.000	89.81
CALEB GARCIA	5/20/2022	5.11 TACTICAL, FRESNO CA	EQUIPMENT-ACT	269-2100-600.350.000	259.49
CASSY FAIN	4/24/2022	SURF THRU	CAR WASH (SIKH PARADE)	100-2200-600.250.000	12.00
CITY OF SELMA FIRE QRT MST	5/3/2022	AMAZON	FLAG SPREADER	100-2525-600.250.000	24.95
CITY OF SELMA FIRE QRT MST	5/3/2022	AMAZON	FLAG SPREADER	100-2525-600.250.000	24.95
CITY OF SELMA FIRE QRT MST	5/3/2022	AMAZON	FLAG SPREADER	100-2525-600.250.000	24.95
CITY OF SELMA FIRE QRT MST	5/10/2022	COSTCO	FUEL DURING TRAINING	100-2525-610.915.000	35.70
CITY OF SELMA FIRE QRT MST	5/14/2022	SP SUPPLYCACHE	HYDRANT WRENCH	100-2525-600.375.000	178.50
CITY OF SELMA FIRE QRT MST	5/17/2022	COSTCO	DRYING FANS	100-2525-600.250.000	211.25
CITY OF SELMA STATION 1	4/25/2022	WAL-MART	SUPPLIES FOR STATION	100-2525-600.250.000	8.63
CITY OF SELMA STATION 1	4/25/2022	THE HOME DEPOT	SUPPLIES FOR KITCHEN	100-2525-600.250.000	8.92
CITY OF SELMA STATION 1	5/1/2022	LOWES	WALL PANEL FOR TRAINING	100-2525-610.915.000	147.90
CITY OF SELMA STATION 1	5/3/2022	WAL-MART	WATER & GATORADE	100-2525-600.250.000	25.19
CITY OF SELMA STATION 1	5/21/2022	NELSONS ACE HARDWARE	SPARK PLUGS FOR TRAINING SAW	100-2525-610.915.000	45.49
CITY OF SELMA STATION 1	5/21/2022	THE HOME DEPOT	FILTER FOR MAINTENANCE	100-2121-600.475.000	65.07
CITY OF SELMA STATION 2	5/9/2022	WAL-MART	WATER & GATORADE	100-2525-600.250.000	86.08
CITY OF SELMA STATION 2	5/13/2022	THE HOME DEPOT	HOSE REEL	100-2525-600.375.000	48.78
CITY OF SELMA TRAINING DIV	5/6/2022	SP FIREFIGHTERS BOOK	TRAINING BOOTS	295-2525-610.915.000	102.94
CITY OF SELMA TRAINING DIV	5/11/2022	PRECISION TRAINING	FIRING OPERATIONS CLASS	295-2525-610.915.000	546.00
DEBBIE GOMEZ	4/22/2022	BEST BUY	TV WALL MOUNTS FOR DISPATCH CENTER	457-2100-700.100.005	629.11
DEBBIE GOMEZ	4/22/2022	QUALITY LAPEL PINS	SELMA PD LANYARDS	100-2200-600.250.000	236.99
DEBBIE GOMEZ	4/25/2022	OFFICE SUPPLY	SD CARDS AND WALL FILE	100-2100-600.250.000	98.95
DEBBIE GOMEZ	4/29/2022	FEDEX	SHIPPING 16-4624	100-2100-600.120.000	28.15
DEBBIE GOMEZ	5/2/2022	B&H PHOTOS	CAMERAS FOR SERGEANTS	100-2200-600.250.000	752.71
DEBBIE GOMEZ	5/4/2022	AMAZON	CREDIT FOR RETURNED VOICE RECORDER	100-2200-600.250.000	(53.07)
DEBBIE GOMEZ	5/17/2022	DASH MEDICAL GLOVES	GLOVES FOR OFFICERS	252-2200-600.250.000	719.84
EMS DIVISION 550	5/4/2022	CIRCLE K	FUEL	701-9200-600.257.000	69.65
EMS DIVISION 550	5/4/2022	SHELL OIL	FUEL	701-9200-600.257.000	83.41
EMS DIVISION 550	5/5/2022	CIRCLE K	FUEL	701-9200-600.257.000	67.54
EMS DIVISION 551	5/9/2022	76-DIVISADERO	FUEL	701-9200-600.257.000	118.00
EMS DIVISION 551	5/10/2022	THE HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	123.48
EMS DIVISION 551	5/21/2022	WAL-MART	STATION SUPPLIES	100-2525-600.250.000	14.72
EMS DIVISION 552	4/24/2022	CHEVRON	FUEL	701-9200-600.257.000	64.54
EMS DIVISION 552	4/27/2022	PILOT	FUEL	701-9200-600.257.000	99.74

US BANK INVOICE FOR CALCARD CHARGES: 4/23/22-5/23/22

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
EMS DIVISION 552	4/27/2022	CIRCLE K	FUEL	701-9200-600.257.000	74.51
EMS DIVISION 552	4/28/2022	CIRCLE K	FUEL	701-9200-600.257.000	65.05
EMS DIVISION 552	4/28/2022	CIRCLE K	FUEL	701-9200-600.257.000	80.02
EMS DIVISION 552	5/1/2022	WAL-MART	STATION SUPPLIES	100-2525-600.250.000	29.96
EMS DIVISION 552	5/5/2022	WAL-MART	STATION SUPPLIES	100-2525-600.250.000	29.68
EMS DIVISION 553	4/28/2022	CIRCLE K	FUEL	701-9200-600.257.000	72.40
FABIAN URESTI	4/22/2022	AMAZON	EMS SUPPLIES	600-2600-600.280.000	15.16
FABIAN URESTI	5/1/2022	AMAZON	EMS EQUIPMENT	600-2600-600.280.000	587.69
FABIAN URESTI	5/5/2022	AMAZON	STATION SUPPLIES- STATION 3	600-2600-600.280.000	119.27
FABIAN URESTI	5/17/2022	WAL-MART	EMS WEEK LUNCHEON	600-2600-600.250.000	191.01
FABIAN URESTI	5/17/2022	FOOD 4 LESS	EMS WEEK LUNCHEON	600-2600-600.250.000	124.71
FERNANDO SANTILLAN	4/29/2022	MMANC	ANNUAL DUES	100-1300-610.900.000	75.00
FERNANDO SANTILLAN	5/19/2022	G'S RESTAURANT	RECRUITMENT LUNCH	100-1300-610.920.000	64.75
FERNANDO SANTILLAN	5/21/2022	LINKEDIN	SUBSCRIPTION	100-1300-610.900.000	139.99
GEORGE SIPIN	4/21/2022	NAPA AUTO PARTS	RADIATOR - STOCK	603-5500-600.256.000	257.83
GEORGE SIPIN	4/21/2022	NAPA AUTO PARTS	RADIATOR HOSES - STOCK	603-5500-600.256.000	73.94
GEORGE SIPIN	4/22/2022	O'REILLY AUTO PARTS	FILTERS/COOLANT/BELTS-STOCK	603-5500-600.256.000	1,700.60
GEORGE SIPIN	4/22/2022	O'REILLY AUTO PARTS	GASKETS - STOCK	603-5500-600.256.000	180.24
GEORGE SIPIN	4/22/2022	ALL AMERICAN GLASS	REPLACE WINDSHIELD -RT#195	603-5500-600.400.000	1,210.14
GEORGE SIPIN	4/22/2022	FRONTIER FASTENER	BOLTS FOR CRANK PULLEYS-STOCK	603-5500-600.256.000	22.70
GEORGE SIPIN	4/25/2022	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.00	624.94
GEORGE SIPIN	4/25/2022	SAFETY-KLEEN SYSTEMS	SERVICE PARTS WASHER	603-5500-600.400.000	325.47
GEORGE SIPIN	4/25/2022	FRONTIER FASTENER	NUTS/BOLTS/WASHERS-STOCK	603-5500-600.256.000	82.78
GEORGE SIPIN	4/25/2022	NAPA AUTO PARTS	FRONT/REAR BRAKES - STOCK	603-5500-600.256.000	691.71
GEORGE SIPIN	4/27/2022	ARMANDO'S SMOG	SMOG -RT#165	603-5500-600.400.000	80.00
GEORGE SIPIN	4/27/2022	NVB EQUIPMENT	LOW PRESSURE GAGE-STOCK	603-5500-600.256.000	326.25
GEORGE SIPIN	4/27/2022	MICHAEL AUTOMOTIVE CENTER	BRACKETS FOR R/S BRAKE ASSY-STOCK	603-5500-600.256.000	82.06
GEORGE SIPIN	4/28/2022	NVB EQUIPMENT	LOW PRESSURE GAGE-RETURN	603-5500-600.256.000	(326.25)
GEORGE SIPIN	4/28/2022	BARNES WELDING SUPPLY	LIQUEFIED GASES	603-5500-600.250.000	78.17
GEORGE SIPIN	4/29/2022	NAPA AUTO PARTS	CONTROL ARM/BALL-STOCK	603-5500-600.256.000	889.86
GEORGE SIPIN	4/29/2022	WALMART	KITCHEN & SANITARY SUPPLIES	603-5500-600.250.000	115.17
GEORGE SIPIN	5/2/2022	O'REILLY AUTO PARTS	OIL/AIR FILTERS & PLUGS - STOCK	603-5500.600.256.000	55.67
GEORGE SIPIN	5/2/2022	VULCAN'S WELDING & FABRICATION	REPAIR CATALYTIC CONVERTER-RT#139	603-5500-600.400.000	800.00
GEORGE SIPIN	5/2/2022	VULCAN'S WELDING & FABRICATION	REPAIR CATALYTIC CONVERTER-RT#160	603-5500-600.400.000	150.00
GEORGE SIPIN	5/2/2022	VULCAN'S WELDING & FABRICATION	REPAIR CATALYTIC CONVERTER-RT#133	603-5500-600.400.000	800.00
GEORGE SIPIN	5/2/2022	HOME DEPOT	MOP/EXT CORD/SPRAY BOTTLE	603-5500-600.250.000	75.79
GEORGE SIPIN	5/3/2022	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	102.83
GEORGE SIPIN	5/3/2022	O'REILLY AUTO PARTS	BATTERIES -RT#200	603-5500-600.256.000	520.62
GEORGE SIPIN	5/3/2022	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	2,432.54
GEORGE SIPIN	5/3/2022	SELMA COLLISION CENTER	BODY REPAIRS - RT #157	603-5500-600.400.000	1,093.35
GEORGE SIPIN	5/4/2022	O'REILLY AUTO PARTS	BATTERIES -RT#200 -RETURN	603-5500-600.256.000	(520.62)
GEORGE SIPIN	5/4/2022	O'REILLY AUTO PARTS	AIR FILTERS - STOCK	603-5500-600.256.000	99.06
GEORGE SIPIN	5/4/2022	O'REILLY AUTO PARTS	BATTERIES - RT#230	603-5500-600.256.000	333.66
GEORGE SIPIN	5/4/2022	O'REILLY AUTO PARTS	WISE & JACK - STOCK	603-5500-600.250.000	1,500.72
GEORGE SIPIN	5/4/2022	O'REILLY AUTO PARTS	ACCUMULATOR - RT#164	603-5500-600.256.000	59.77
GEORGE SIPIN	5/4/2022	O'REILLY AUTO PARTS	AIR PLUGS - STOCK	603-5500-600.256.000	11.23
GEORGE SIPIN	5/4/2022	TRUCK PRO LLC	RED RUNNING LIGHTS FOR ARBOCS-STOCK	603-5500-600.256.000	56.36

US BANK INVOICE FOR CALCARD CHARGES: 4/23/22-5/23/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	5/6/2022	O'REILLY AUTO PARTS	CORE RETURNS	603-5500-600.256.000	(88.00)
GEORGE SIPIN	5/6/2022	O'REILLY AUTO PARTS	BATTERIES - RT#206	603-5500-600.256.000	258.40
GEORGE SIPIN	5/8/2022	AMAZON	AIR COMPRESSORS - STOCK	603-5500-600.256.000	495.19
GEORGE SIPIN	5/9/2022	ROMITA AUTOMOTIVE SERVICE	CHECK ENGINE LIGHT -RT#160	603-5500-600.400.000	300.00
GEORGE SIPIN	5/10/2022	O'REILLY AUTO PARTS	CAR WASH & WAX	603-5500-600.250.000	142.58
GEORGE SIPIN	5/10/2022	O'REILLY AUTO PARTS	BREAKERS FOR PROTERRA BUS-STOCK	603-5500-600.256.000	38.50
GEORGE SIPIN	5/10/2022	FRZ ELECTRICAL	REPAIR CNG COMPRESSOR(MENDOTA)	603-5500-600.400.000	2,000.00
GEORGE SIPIN	5/10/2022	ARMANDO'S SMOG	SMOG - RT#174	603-5500-600.400.000	88.25
GEORGE SIPIN	5/10/2022	TRUCK PRO LLC	90 DEG SWIVELS - STOCK	603-5500-600.256.000	181.59
GEORGE SIPIN	5/10/2022	MICHAEL AUTOMOTIVE CENTER	HEADLAMP - STOCK	603-5500-600.256.000	269.12
GEORGE SIPIN	5/11/2022	ARMANDO'S SMOG	SMOG - RT#174 -CREDIT	603-5500-600.400.000	(8.25)
GEORGE SIPIN	5/11/2022	ARMANDO'S SMOG	SMOG - RT#158 -CREDIT	603-5500-600.400.000	(8.25)
GEORGE SIPIN	5/11/2022	O'REILLY AUTO PARTS	BRAKE CLEANER/ANTIFREEZE/FILTERS	603-5500-600.256.000	341.63
GEORGE SIPIN	5/11/2022	SIERRA LOCK & GLASS	TRANSPONDER KEYS	603-5500-600.400.000	91.01
GEORGE SIPIN	5/11/2022	HERTZ RENTAL	KING CITY CONFERENCE	600-5500-610.920.000	226.47
GEORGE SIPIN	5/11/2022	MICHAEL AUTOMOTIVE CENTER	HEADLAMP-STOCK	603-5500-600.256.000	269.12
GEORGE SIPIN	5/12/2022	SIERRA LOCK & GLASS	TRANSPONDER KEYS	603-5500-600.400.000	273.04
GEORGE SIPIN	5/13/2022	O'REILLY AUTO PARTS	CORE RETURN	603-5500-600.256.000	(10.00)
GEORGE SIPIN	5/13/2022	O'REILLY AUTO PARTS	CAPSULES - STOCK	603-5500-600.256.000	48.81
GEORGE SIPIN	5/13/2022	O'REILLY AUTO PARTS	SPARK PLUGS/IGN WIRE SET-RT#160	603-5500-600.256.000	181.77
GEORGE SIPIN	5/13/2022	VALLEY TRANSPORT REFRIGERATION	INSTALLED FREON-RT#207	603-5500-600.400.000	894.11
GEORGE SIPIN	5/16/2022	O'REILLY AUTO PARTS	BATTERIES-RT#115	603-5500-600.256.000	333.66
GEORGE SIPIN	5/16/2022	O'REILLY AUTO PARTS	COP COILS - STOCK	603-5500-600.256.000	377.75
GEORGE SIPIN	5/16/2022	O'REILLY AUTO PARTS	COUPLERS - STOCK	603-5500-600.256.000	19.57
GEORGE SIPIN	5/16/2022	O'REILLY AUTO PARTS	MOTOR TREATMENT-STOCK	603-5500-600.256.000	143.06
GEORGE SIPIN	5/16/2022	VULCAN'S WELDING & FABRICATION	REPAIR WELD SUSPENSION BRACKET-RT#168	603-5500-600.400.000	300.00
GEORGE SIPIN	5/16/2022	NAPA AUTO PARTS	DIS PADS/HD SHOCK ABSORBERS-STOCK	603-5500-600.256.000	465.37
GEORGE SIPIN	5/17/2022	O'REILLY AUTO PARTS	EXHAUST HANGER/INSULATOR-STOCK	603-5500-600.256.000	104.14
GEORGE SIPIN	5/17/2022	ARMANDO'S SMOG	SMOG - RT#160	603-5500-600.400.000	80.00
GEORGE SIPIN	5/18/2022	O'REILLY AUTO PARTS	BLOWER MOTORS - STOCK	603-5500-600.256.000	291.62
GEORGE SIPIN	5/18/2022	O'REILLY AUTO PARTS	HOUSING BRACKETS/AIR HOSE-STOCK	603-5500-600.256.000	295.89
GEORGE SIPIN	5/18/2022	DENNY'S RESTAURANT	MEAL EXPENSES - KING CITY CONFERENCE	603-5500-610.920.000	42.48
GEORGE SIPIN	5/19/2022	O'REILLY AUTO PARTS	A/C SET KIT-STOCK	603-5500-600.256.000	15.99
GEORGE SIPIN	5/19/2022	O'REILLY AUTO PARTS	SEALING WASHERS - STOCK	603-5500-600.256.000	23.43
GEORGE SIPIN	5/19/2022	O'REILLY AUTO PARTS	RELAYS - STOCK	603-5500-600.256.000	131.25
GEORGE SIPIN	5/19/2022	JORGENSEN COMPANY	FIRE EXTINGUISHER ANNUAL MAINT	603-5500-600.400.000	467.37
GEORGE SIPIN	5/19/2022	HERTZ RENTAL	KING CITY CONFERENCE	600-5500-610.920.000	496.75
GEORGE SIPIN	5/19/2022	OFFICE MAX	OFFICE SUPPLIES	603-5500-600.250.000	76.87
GEORGE SIPIN	5/20/2022	O'REILLY AUTO PARTS	CORE RETURNS	603-5500-600.256.000	(44.00)
GEORGE SIPIN	5/20/2022	O'REILLY AUTO PARTS	OIL - STOCK	603-5500-600.256.000	37.26
GEORGE SIPIN	5/20/2022	O'REILLY AUTO PARTS	ACCUMULATORS - STOCK	603-5500-600.256.000	119.54
GEORGE SIPIN	5/20/2022	O'REILLY AUTO PARTS	SPLITTERS/AIR PLUGS/COUPLERS-STOCK	603-5500-600.256.000	50.22
GEORGE SIPIN	5/20/2022	O'REILLY AUTO PARTS	FUEL FILTERS - STOCK	603-5500-600.256.000	52.60
GEORGE SIPIN	5/20/2022	O'REILLY AUTO PARTS	AIR PLUGS - STOCK	603-5500-600.256.000	6.36
GEORGE SIPIN	5/20/2022	TRUCK PRO LLC	LAMPS-STOCK	603-5500-600.256.000	82.08
JOHNNIE CERDA	5/6/2022	DOMINO'S	FOOD FOR OFFICERS DURING RAISIN FESTIVAL	100-2200-600.250.000	65.02
JOHNNIE CERDA	5/16/2022	WALMART	CORD FOR OLD DISPATCH CENTER	100-2200-600.250.000	14.07

US BANK INVOICE FOR CALCARD CHARGES: 4/23/22-5/23/22

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
KELLI TELLEZ	5/11/2022	FELD FIRE	BOOTS-CEASAR LUNA	100-0000-123.010.000	111.00
KELLI TELLEZ	5/11/2022	FELD FIRE	BOOTS-CEASAR LUNA	100-2500-600.300.000	200.00
MIKAL KIRCHNER	4/22/2022	ROSA'S PIZZA	SENIOR CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	350.00
MIKAL KIRCHNER	4/22/2022	WAL MART	SR. CENTER CONCESSION	230-4500-600.250.800	81.14
MIKAL KIRCHNER	4/26/2022	WAL MART	SR. CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	9.85
MIKAL KIRCHNER	4/28/2022	WAL MART	SR. CENTER LUNCH BBQ GRANT FUNDED	230-4500-600.250.800	225.46
MIKAL KIRCHNER	4/28/2022	ROSA'S PIZZA	SR. CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	240.00
MIKAL KIRCHNER	5/6/2022	UNIQUELY YOURS	T-BALL UNIFORMS	100-4700-600.400.000	3,170.15
MIKAL KIRCHNER	5/9/2022	WAL MART	SR. CENTER CANDY FOR TRIPS	100-4200-600.250.000	21.96
MIKAL KIRCHNER	5/11/2022	FRESNO FCEOC	SR. CENTER LUNCH SUPPLIES	100-4500-600.250.000	80.30
MIKAL KIRCHNER	5/11/2022	FRESNO FCEOC	SR. CENTER LUNCH SUPPLIES	100-4500-600.250.000	106.08
MIKAL KIRCHNER	5/13/2022	SMART N FINAL	SR. CENTER BREAKFAST/LUNCH	230-4500-600.250.800	94.04
MIKAL KIRCHNER	5/16/2022	NELSON'S ACE HARDWARE	SR. CENTER ROACH TRAPS	100-4500-600.250.000	17.33
MIKAL KIRCHNER	5/17/2022	GLASER CERAMICS	SR. CENTER CRAFT ROOM - COFFEE MUG MOLD CERAMICS	100-4200-600.250.000	110.22
MIKAL KIRCHNER	5/19/2022	ROSA'S PIZZA	SR. CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	300.00
MIKAL KIRCHNER	5/19/2022	ANN'S DONUTS	SR. CENTER BREAKFAST/LUNCH	230-4500-600.250.800	45.75
MIKAL KIRCHNER	5/20/2022	WAL MART	SR. CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	39.98
NESTOR GALVAN	4/21/2022	THE HOME DEPOT	PARTS FOR UNIT #8560	701-9200-600.256.000	15.15
NESTOR GALVAN	4/22/2022	NAPA AUTO PARTS	BATTERY FOR WELDING HELMET	701-9200-600.256.000	27.29
NESTOR GALVAN	4/22/2022	O'REILLY AUTO PARTS	NITRILE GLOVES- SHOP PARTS	701-9200-600.250.000	97.59
NESTOR GALVAN	4/22/2022	O'REILLY AUTO PARTS	FAST FIT GLOVES- SHOP PARTS	701-9200-600.250.000	52.04
NESTOR GALVAN	4/25/2022	O'REILLY AUTO PARTS	SHOP FLUIDS - O'REILLY DEF & BRAKE CLEANER	701-9200-600.250.000	234.00
NESTOR GALVAN	4/25/2022	O'REILLY AUTO PARTS	BATTERY FOR UNIT # 720	701-9200-600.256.000	154.98
NESTOR GALVAN	4/25/2022	NELSON'S ACE HARDWARE	IDLER PULLEY FOR UNIT # 3208 & UNIT #3204	701-9200-600.256.000	261.27
NESTOR GALVAN	4/25/2022	NAPA AUTO PARTS	COOLANT & ANTIFREEZE RETURN CREDIT	701-9200-600.256.000	(4.88)
NESTOR GALVAN	4/25/2022	NAPA AUTO PARTS	AIRCHUCK, ADAPTER - SMALL TOOLS	701-9200-600.305.000	118.05
NESTOR GALVAN	4/25/2022	NAPA AUTO PARTS	ANTIFREEZE OE 5050- UNIT 262	701-9200-600.250.000	321.57
NESTOR GALVAN	4/25/2022	NAPA AUTO PARTS	ANTIFREEZE OE 5050- UNIT 719	701-9200-600.250.000	41.20
NESTOR GALVAN	4/26/2022	FAST UNDERCAR	DISCHARGE HOSE RETURN CREDIT	701-9200-600.256.000	(45.45)
NESTOR GALVAN	4/26/2022	O'REILLY AUTO PARTS	FLEXPLATE & REARMAIN UNIT #719	701-9200-600.256.000	111.22
NESTOR GALVAN	4/26/2022	SQ HERNANDEZ & SONS MOBI	PARTS FOR UNIT #8510	701-9200-600.256.000	2,318.30
NESTOR GALVAN	4/27/2022	CAMACHO TIRES	TIRE INSTALL AND BALANCE UNIT #8561	701-9200-600.255.000	720.00
NESTOR GALVAN	4/28/2022	O'REILLY AUTO PARTS	BATTERY CORE RETURN CREDIT	701-9200-600.256.000	(66.00)
NESTOR GALVAN	4/28/2022	O'REILLY AUTO PARTS	OILS / FLUIDS- UNIT 8510	701-9200-600.250.000	136.55
NESTOR GALVAN	4/28/2022	O'REILLY AUTO PARTS	RUBBER PLUGS- UNIT 8510	701-9200-600.256.000	4.76
NESTOR GALVAN	4/29/2022	SELMA LES SCHWAB	PARTS FOR UNIT 8508	701-9200-600.256.000	1,946.41
NESTOR GALVAN	4/29/2022	SELMA LES SCHWAB	PARTS FOR UNIT 8510	701-9200-600.256.000	1,946.41
NESTOR GALVAN	4/30/2022	1791 LKQ ONLINE	AXLE ASSEMBLY- UNIT 728	701-9200-600.457.000	2,722.36
NESTOR GALVAN	5/2/2022	TIFCO INDUSTRIES	ALLOY BUTTON- PARTS	701-9200-600.256.000	58.00
NESTOR GALVAN	5/2/2022	TIFCO INDUSTRIES	SS BUTTON HD SKT PIN-PARTS	701-9200-600.256.000	77.69
NESTOR GALVAN	5/2/2022	NELSON'S ACE HARDWARE	SERVICE KIT- FOR BACKPACK	701-9200-600.305.000	145.99
NESTOR GALVAN	5/3/2022	TIFCO INDUSTRIES	ENVIROPURE & INDUSTRIAL CHEMICAL	701-9200-600.400.000	186.06
NESTOR GALVAN	5/3/2022	SELMA LES SCHWAB	WHEEL SPIN & BALANCE & ALIGNMENT- TIRES	701-9200-600.255.000	427.03
NESTOR GALVAN	5/3/2022	SELMA LES SCHWAB	WHEEL SPIN & BALANCE & ALIGNMENT- TIRES	701-9200-600.255.000	759.60
NESTOR GALVAN	5/3/2022	THE MOWERS EDGE	KIT MULCH- FOR EQUIP # 3205	701-9200-600.305.000	605.68
NESTOR GALVAN	5/3/2022	SWANSON FAHRNEY FORD	SYSTEM DIAGNOSIS FOR UNIT #1006	701-9200-600.375.000	2,185.24

US BANK INVOICE FOR CALCARD CHARGES: 4/23/22-5/23/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	5/4/2022	O'REILLY AUTO PARTS	CABIN FILTER - UNIT # 1006	701-9200-600.256.000	16.21
NESTOR GALVAN	5/4/2022	NELSON'S ACE HARDWARE	BELT FOR FIRE STATION 2 MOWER	701-9200-600.305.000	10.84
NESTOR GALVAN	5/4/2022	FLEETPRIDE	BRAKES, CORE MERITOR & DRUM UNIT # 8512	701-9200-600.256.000	925.04
NESTOR GALVAN	5/4/2022	CAMACHO TIRES	TIRE REPAIR	701-9200-600.255.000	25.00
NESTOR GALVAN	5/5/2022	CAMACHO TIRES	TIRE DISPOSAL	701-9200-600.255.000	55.00
NESTOR GALVAN	5/9/2022	NELSON'S ACE HARDWARE	COVER BELT & DAMPER CONTROL-UNIT #3205	701-9200-600.256.000	266.39
NESTOR GALVAN	5/9/2022	NELSON'S ACE HARDWARE	AIR FILTERS- TUNE UP PARTS FOR BLOWERS	701-9200-600.305.000	198.99
NESTOR GALVAN	5/9/2022	NAPA AUTO PARTS	HYD HOSE ADAPTERS- UNIT #8510	701-9200-600.256.000	(17.20)
NESTOR GALVAN	5/9/2022	NAPA AUTO PARTS	ADAPTERS- UNIT #8510	701-9200-600.256.000	52.55
NESTOR GALVAN	5/9/2022	SWANSON FAHRNEY FORD	OIL, FILTER AND TIRE ROTATION- UNIT 196	701-9200-600.255.000	128.94
NESTOR GALVAN	5/10/2022	CAMACHO TIRES	TIRE INSTALL AND BALANCE UNIT #182	701-9200-600.255.000	30.00
NESTOR GALVAN	5/11/2022	O'REILLY AUTO PARTS	AIR FILTERS- FLEET PARTS FOR PD	701-9200-600.256.000	143.82
NESTOR GALVAN	5/11/2022	NELSON'S ACE HARDWARE	CHAIN PER LINK-PARTS FOR MOWER AT STATION 2	701-9200-600.305.000	46.77
NESTOR GALVAN	5/11/2022	CAMACHO TIRES	TIRE REPAIR- UNIT 182	701-9200-600.255.000	30.00
NESTOR GALVAN	5/12/2022	O'REILLY AUTO PARTS	NITRILE GLOVES- SHOP PARTS- RETURN CREDIT	701-9200-600.250.000	(97.59)
NESTOR GALVAN	5/12/2022	SELMA LES SCHWAB	TIRES, VALVE STEMS, PARTS FOR UNIT 8511	701-9200-600.255.000	4,042.40
NESTOR GALVAN	5/12/2022	NELSON'S ACE HARDWARE	CARBURETOR-UNIT 4227	701-9200-600.256.000	65.82
NESTOR GALVAN	5/12/2022	NAPA AUTO PARTS	COUPLER- UNIT 1316	701-9200-600.256.000	40.12
NESTOR GALVAN	5/13/2022	O'REILLY AUTO PARTS	CLAMP ASSIST- SMALL TOOLS	701-9200-600.305.000	330.98
NESTOR GALVAN	5/16/2022	GIBBS INTERNATIONAL	CONNECTOR- UNIT #8510	701-9200-600.256.000	45.39
NESTOR GALVAN	5/17/2022	TIFCO INDUSTRIES	KNEELING MAT	701-9200-600.250.000	63.40
NESTOR GALVAN	5/17/2022	SURFACE PREPARATION	PIPE, NIPPLE, SEAT VALVE, FILTERS, NOZZLES, GASKETS	701-9200-600.256.000	709.27
NESTOR GALVAN	5/18/2022	NELSON'S ACE HARDWARE	NIPPLE- UNIT #3205	701-9200-600.256.000	8.23
NESTOR GALVAN	5/18/2022	NAPA AUTO PARTS	JOINT, JOINT BRANDING TOOL- UNIT #3205	701-9200-600.256.000	38.15
NESTOR GALVAN	5/18/2022	NAPA AUTO PARTS	OIL FILTER, FUEL FILTER, FILTERS- UNIT #1318	701-9200-600.254.000	234.47
NESTOR GALVAN	5/19/2022	O'REILLY AUTO PARTS	STOPLIGHT SW-UNIT # 181	701-9200-600.256.000	19.47
NESTOR GALVAN	5/20/2022	FAST UNDERCAR	CALIPER & ROTOR - UNIT # 727	701-9200-600.256.000	529.82
NICOLETTE ANDERSEN	4/22/2022	SIGNUPGENIUS	AUDITION SIGN UP PLATFORM	605-4300-600.400.000	24.99
NICOLETTE ANDERSEN	4/26/2022	MUSIC THEATRE INTERNATIONAL	LITTLE MERMAID JR PERFORMANCE RIGHTS	100-4300-600.400.000	1,130.61
NICOLETTE ANDERSEN	4/26/2022	MUSIC THEATRE INTERNATIONAL	SHREK JR. RIGHTS REMAINING BALANCE	100-4300-600.400.000	139.00
NICOLETTE ANDERSEN	5/2/2022	MUSIC THEATRE INTERNATIONAL	CAMP ROCK PERFORMANCE RIGHTS	605-4300-600.400.000	1,247.77
NICOLETTE ANDERSEN	5/5/2022	MUSIC THEATRE INTERNATIONAL	MOANA JR. PERFORMANCE RIGHTS	100-4300-600.400.000	1,059.32
NICOLETTE ANDERSEN	5/9/2022	ROSE BRAND	SPONGEBOB TEAL RAIN CURTAIN	605-4300-656.540.041	1,643.69
NICOLETTE ANDERSEN	5/10/2022	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	16.26
NICOLETTE ANDERSEN	5/10/2022	THE UPS STORE	LITTLE SHOP SCRIPT RETURN	605-4300-656.540.039	52.63
NICOLETTE ANDERSEN	5/10/2022	HOME DEPOT	SPONGEBOB SET SUPPLIES	605-4300-656.540.041	50.10
NICOLETTE ANDERSEN	5/22/2022	SIGNUPGENIUS	AUDITION SIGN UP PLATFORM	605-4300-600.400.000	24.99
POLICE DEPT NO 1	5/18/2022	PREMIER BODY ARMOR	K9 VEST	800-0000-121.000.000	809.06
RECREATION DEPT	4/25/2022	AMAZON	COFFEE URN FOR SENIOR CENTER	100-4200-600.250.000	151.87
RECREATION DEPT	4/26/2022	WALMART	BREAKFAST ITEMS FOR SR. CENTER	230-4500-600.250.800	122.07
RECREATION DEPT	4/27/2022	AMAZON	T-BALL HAT	100-4700-600.250.000	10.79
RECREATION DEPT	5/3/2022	WALMART	SR. CENTER SNACK BAR ITEMS	805-0000-226.200.000	135.50
RECREATION DEPT	5/3/2022	WALMART	BREAKFAST ITEMS FOR SR. CENTER	230-4500-600.250.800	84.75
RECREATION DEPT	5/4/2022	CHINA GARDEN	LUNCH FOR SR. CENTER	230-4500-600.250.800	650.88
RECREATION DEPT	5/4/2022	RODOLFO'S	LUNCH FOR SR. CENTER	230-4500-600.250.800	534.74
RECREATION DEPT	5/9/2022	DOLLAR TREE	FLOWERS FOR SR. CENTER	805-0000-226.200.000	12.30
RECREATION DEPT	5/9/2022	WALMART	BREAKFAST ITEMS FOR SR. CENTER	230-4500-600.250.800	110.74

US BANK INVOICE FOR CALCARD CHARGES: 4/23/22-5/23/22

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RECREATION DEPT	5/9/2022	KFC	LUNCH FOR SR. CENTER	230-4500-600.250.800	53.70
RECREATION DEPT	5/10/2022	ANN'S DONUTS	DONUTS FOR SR. CENTER	230-4500-600.250.800	42.75
RECREATION DEPT	5/11/2022	SIERRA MARKET	TOMATOES & LETTUCE FOR SR. LUNCH	230-4500-600.250.800	4.25
RECREATION DEPT	5/13/2022	DENNY'S	LUNCH FOR SR. CENTER	230-4500-600.250.800	390.08
RECREATION DEPT	5/17/2022	AMAZON	T-BALL REPLACEMENT HAT	100-4700-600.250.000	8.28
RECREATION DEPT	5/18/2022	WALMART	SR. CENTER SNACK BAR ITEMS	805-0000-226.200.000	82.16
RECREATION DEPT	5/18/2022	WALMART	BREAKFAST ITEMS FOR SR. CENTER	230-4500-600.250.800	95.60
RECREATION DEPT	5/19/2022	G'S RISTORANTE ITALIANO	LUNCH FOR SR. CENTER	230-4500-600.250.800	915.91
RECREATION DEPT	5/19/2022	ME N EDS PIZZERIA	LUNCH FOR SR. CENTER	230-4500-600.250.800	223.94
RECREATION DEPT	5/19/2022	WALMART	POTATO SALAD FOR SR. LUNCH	230-4500-600.250.800	35.78
REYNA RIVERA	3/26/2022	ZOOM.US	WEBINAR SUBSCRIPTION	100-1700-600.215.000	40.00
REYNA RIVERA	4/4/2022	HYATT	LODGING COUNCIL MENDOZA-NAVARRO	100-1100-610.920.000	837.03
REYNA RIVERA	4/7/2022	LEAGUE OF CA CITIES	ADDTL REGISTRATION FEE COUNCIL MENDOZA-NAVARRO	100-1100-610.920.000	150.00
ROBERT TERRY	5/2/2022	HOME DEPOT	CVTC BUILDING & TRAINING SUPPLIES REFUND	274-1600-600.250.000	(113.60)
ROBERT TERRY	5/2/2022	HOME DEPOT	CVTC BUILDING & TRAINING SUPPLIES	274-1600-600.250.000	408.33
ROBERT TERRY	5/2/2022	HOME DEPOT	CVTC BUILDING & TRAINING SUPPLIES	274-1600-600.250.000	2,605.50
ROBERT TERRY	5/2/2022	HOME DEPOT	CVTC BUILDING & TRAINING SUPPLIES	274-1600-600.250.000	515.33
ROBERT TERRY	5/2/2022	HOME DEPOT	CVTC BUILDING & TRAINING SUPPLIES	274-1600-600.250.000	243.41
ROBERT TERRY	5/3/2022	ICSC	ICSC 2022 MEMBERSHIP CONFERENCE FEE	100-1500-610.920.000	975.00
ROBERT TERRY	5/4/2022	HOME DEPOT	CVTC BUILDING & TRAINING SUPPLIES	274-1600-600.250.000	(1,288.36)
ROBERT TERRY	5/4/2022	HOME DEPOT	CVTC BUILDING & TRAINING SUPPLIES	274-1600-600.250.000	410.04
ROBERT TERRY	5/9/2022	HILTON	ICSC 2022 CONFERENCE HOTEL RESERVATION	100-1500-610.920.000	253.98
ROBERT TERRY	5/12/2022	HOME DEPOT	CVTC BUILDING & TRAINING SUPPLIES	274-1600-600.250.000	1,470.92
ROBERT TERRY	5/17/2022	ADOBE	ADOBE CREATIVE CLOUD SUBSCRIPTION	100-3100-610.900.000	52.99
ROBERT TERRY	5/19/2022	SAL'S MEXICAN RESTAURANT	PUBLIC WORKS APPRECIATION LUNCHEON	100-5300-610.920.000	264.38
SHANE FERRELL	4/22/2022	VULCAN MATERIALS	5 TONS OF COLD MIX	210-5400-600.250.000	568.48
SHANE FERRELL	4/22/2022	NELSON'S ACE HARDWARE	PAINT SUPPLIES - PARKS	100-5300-600.250.000	83.08
SHANE FERRELL	5/6/2022	FERGUSON	SLOAN VALVES REPAIR KITS-STOCK	702-9300-600.250.000	399.06
SHANE FERRELL	5/9/2022	NELSON'S ACE HARDWARE	ROACH TRAPS - TRAINING FACILITY	702-9300-600.250.000	23.97
SHANE FERRELL	5/9/2022	NELSON'S ACE HARDWARE	MISC SUPPLIES - PARKS	100-5300-600.250.000	108.00
SHANE FERRELL	5/12/2022	GAR BENNETT	IRRIGATION PUMP SUPPLIES-RINGO PARK	100-5300-600.250.000	63.47
SHANE FERRELL	5/16/2022	MID-VALLEY DISTRIBUTORS	WEDGE ANCHOR FOR PAINT SHAKER	210-5400-600.250.000	59.58
SHANE FERRELL	5/16/2022	1000 BULBS	100W HPS BALLAST - DECORATIVE LIGHTS	210-5400-600.250.000	1,099.20
SHANE FERRELL	5/16/2022	NELSON'S ACE HARDWARE	ANT BAIT STATION-WEED/SEED	702-9300-600.250.000	14.81
SHANE FERRELL	5/16/2022	NELSON'S ACE HARDWARE	REDIMIX	702-9300-600.250.000	64.95
SHANE FERRELL	5/16/2022	CONSOLIDATED ELECTRICAL DIST	ELECTRICAL SUPPLIES-INDUSTRIAL PARK STREET LIGHTS	210-5400-600.250.000	813.37
SHANE FERRELL	5/17/2022	NELSON'S POWER CENTER	3/4 CRUSHED ROCK-INDUSTRIAL PARK STREET LIGHTS	210-5400-600.250.000	73.76
SHANE FERRELL	5/16/2022	HOME DEPOT	CONDUIT - INDUSTRIAL PARK STREET LIGHTS	210-5400-600.250.000	15.61
SHANE FERRELL	5/18/2022	CALIFORNIA INDUSTRIAL RUBBER	SUPPLIES FOR PAINT SHAKER	210-5400-600.250.000	158.42
SHANE FERRELL	5/19/2022	CONSOLIDATED ELECTRICAL DIST	WIRE-INDUSTRIAL PARK STREET LIGHTS	210-5400-600.250.000	496.68
SHANE FERRELL	5/19/2022	HOME DEPOT	PVC CONDUIT-INDUSTRIAL PARK STREET LIGHTS	210-5400-600.250.000	55.00
					\$ 81,608.59

ITEM NO: 2.

SUBJECT: Consideration of a Resolution of Intention to establish the Selma Downtown Business Improvement District pursuant to the Parking and Business Improvement Area Law of 1989

RECOMMENDATION: Staff recommends that City Council adopt a Resolution of Intention to establish the Selma Downtown Business Improvement District, approve the Downtown Selma BID Management as written, select (7) Board Advisory Members (if available) and proceed with scheduling of public hearing(s) as required by Government Code section 54954.6.

DISCUSSION: Section 36500 of the California Streets and Highways Code allows for the creation of a business improvement district (BID) within a municipality, whereby businesses within the district can self-assess an annual fee in order to pay for improvements and activities, which benefit the overall business district. The intent of the state law is to provide a funding mechanism for business districts to promote economic vitality.

In spring of 2020, the City of Selma City Council approved a contract with AMI Concepts to determine the feasibility of establishing a Business Improvement District (BID) in the downtown area of Selma. City staff along with AMI Concepts have been working directly with downtown business owners to identify the needs of the downtown area while focusing on identifying ways the BID can further the economic growth and vitality in the area. Through focus groups, open houses and community outreach, City Staff and AMI Concepts were able to create a tailored Management District Plan (Exhibit A) that outlines the specific governance, estimated assessment totals, estimated plan budget and boundary map.

The Resolution of Intent, BID Management Plan and BID Advisory Board Applications received (if available) are provided as attachments for Council's reference and consideration. Council may also delay action on the selection of Advisory Board Members to the future public hearing date. The Resolution of Intent sets September 19, 2022 at the hour of 6:00 p.m., or shortly thereafter, in the City Council Chambers, 1710 Tucker Street, Selma, California, as the day, time and place when the City Council shall conduct a public hearing where any and all persons having any desire to be heard may appear and state their views for or against the formation of the District, the extent of the area of the District, the type of services to be conducted in the District, the levy of assessments and the amount thereof and any other issues related to the District.

Amy Smart, Economic Development Analyst

Rob Terry, Deputy City Manager

Attachments:

1. Resolution of Intention to Establish the Selma Downtown Business Improvement District.
 - a. Exhibit A – Downtown Selma BID Management Plan
2. Downtown Selma BID Advisory Board Applications (if available)

RESOLUTION NO. 2022 – R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA DECLARING ITS INTENTION TO ESTABLISH THE SELMA DOWNTOWN BUSINESS IMPROVEMENT DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989

WHEREAS, in response to requests from the many businesses in Downtown Selma, the City Council of the City of Selma (“City Council”), pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Section 36500 et seq.), intends to form a parking and business improvement area to be known as the "Downtown Selma Business Improvement District".

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to Chapter 2 of the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code section 36522 et seq.), the City Council hereby declares its intention to form a parking and business improvement area in the City of Selma known as the "Downtown Selma Business Improvement District" ("District").
2. The boundaries of the area to be included in the District shall be that portion of the Central Commercial Zone District area in the City of Selma within the streets and address ranges and as depicted on Exhibit “A” which is attached hereto and made a part hereof.
3. The purpose of forming the District as a parking and business improvement area under the Parking and Business and Improvement Area Law of 1989 is to provide revenue to pay the costs of marketing and improvements, along with business development and research, which will benefit businesses in the District including, without limitation.
 - a. Marketing strategies and programming to create an appealing and vibrant Downtown Selma will be developed as part of the overall program. Efforts will be made to encourage both locals and visitors to explore Downtown Selma. Traditional and non-traditional marketing activities and products will be explored including an interactive website, electronic communication tools and printed materials.
 - b. Attention will be made to address physical improvements. These may include pressure washing sidewalks and alleys along with curb painting, above and beyond what is currently done by the City. These efforts will improve walkability within the Downtown.
 - c. Business recruitment efforts will seek to increase the mix of retail/restaurant businesses in collaboration with the City of Selma Economic Development Department. In addition, compilation of periodic market reports will guide the direction of business development.

4. All businesses operating in the District will pay an annual assessment based upon an allocation of service costs and a percentage of City business license fees. The maximum annual assessment for the first year of the District will be 100% of the City business license fee paid by each business in the District. New businesses will not be exempt from the levy of an assessment. Businesses within the District that do not pay a City business license fee will pay a flat assessment of \$100.00 per year.

5. The above described assessment is an annual charge and shall be levied, collected, and enforced in the same manner, at the same time, and with the same penalties and interest as a City business license.

6. The total assessment collected from any business under the provisions of the ordinance creating the District shall not exceed one hundred percent (100%) of the annual business license fee paid by the business.

7. Pursuant to Section 54954.6 of the California Government Code, notice is hereby given, that September 19, 2022 at the hour of 6:00 p.m., or shortly thereafter, in the City Council Chambers, 1710 Tucker Street, Selma, California, is fixed as the time and place when the City Council shall conduct a public hearing where any and all persons having any desire to be heard may appear and state their views for or against the formation of the District, the extent of the area of the District, the type of services to be conducted in the District, the levy of assessments and the amount thereof and any other issues related to the District.

8. The City Clerk is hereby directed to give notice of the above-mentioned public hearing by both publication and mailing pursuant to Section 54954.5 of the California Government Code.

9. At the public hearing, the City Council shall hear and consider all protests against the establishment of the District, the extent of the District area or the furnishing of specified types of services within the District. A protest may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity of defect to which the objection is made.

10. Every written protest shall be filed with the City Clerk at or before the time fixed for the public hearing. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

This Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 18th of July, 2022 by the following vote:

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

(Signature on following page)

Scott Robertson, Mayor

Reyna Rivera, City Clerk

Management District Plan
for the creation of the
Downtown Selma Business Improvement District

Contents

Summary of the Management District Plan.....	1
Why Create the Downtown Selma BID?	2
Improvement and Activity Plan.....	3
Process	
BID Boundaries	
Work Program	
Plan Budget	
Assessments.....	4
Assessment Methodology	
Calculation of Assessments	
Assessment Adjustments	
Governance	5

Exhibits

List of businesses to be benefited

Map with business detail

Base level of services letter of intention from City of Selma

Roster of the Downtown Selma BID Steering Committee

Prepared for the
City of Selma and the Downtown Selma BID Steering Committee
by AMI Concepts

SUMMARY

The proposed Downtown Selma Business Improvement District (BID) will be an assessment district that conveys special benefits to the businesses located within the district boundaries. As described in this plan, it is proposed that the BID will provide marketing and improvements above and beyond those provided by the City of Selma. This approach has been used successfully in downtowns throughout California and the nation, helping to improve the business mix, promote walkability and increase sales.

Location

The district will encompass the core of the downtown area bounded approximately by McCall Ave, 3rd St, W Front St and Arrants St. A map is included to provide details.

Services and Activities

The goal of the BID is to create an economically vital Downtown. The district will finance marketing and improvements to attract residents and visitors while stabilizing and improving the Downtown environment and experience. All businesses within the district will receive benefits.

Method of Financing

The district will be funded by a levy of assessments upon businesses that benefit from services and activities within the district.

Budget

Total district assessment budget for its first year of operations is \$25,000 (estimate).

ACTIVITY	BUDGET	% OF TOTAL
District Activities	\$23,750	95%
Contingency	\$1,250	5%
TOTAL	\$25,000	100%

Cost

Annual assessments are based upon an allocation of program costs. Annual maximum assessment for the first year of the district is 100% of business license fees. Businesses within the district that don't require a business license will pay fee of \$100.

City Services

The City of Selma has established and documented the base level of preexisting City services and has evidenced its intention to continue to deliver and/or pay for these services if a BID is formed. The BID will not replace any pre-existing general City services.

District Governance

The BID Advisory Board will be appointed by the Selma City Council. The Board shall consist of seven (7) members approved annually by a majority vote of the Selma City Council. Prospective Board members will complete applications prior to the Downtown BID annual review. The BID Advisory Board will make recommendations and monitor service delivery.

District Creation

The Downtown Selma BID district will be formed by the Selma City Council upon request by the Downtown Selma BID Workgroup. Included in this first ordinance will be the Management District Plan with a budget and assessment rates.

Duration

The BID remains in place once approved unless it is disestablished. However, annual Council actions are required to keep it operable. Those include accepting the annual report, appointing the BID Advisory Board, approving the annual budget, and approving assessments.

WHY CREATE THE DOWNTOWN SELMA BID?

What is a BID?

A Business Improvement District (BID) is created to energize a business district through a public-private partnership that is a catalyst for revitalization. The district can provide activities, such as marketing, maintenance, and image enhancement, that are in addition to those provided by local government. BIDs provide services that improve the overall viability of business districts resulting in increased sales.

Why Downtown Selma?

- *Create a vibrant Downtown* Downtown Selma faces similar challenges to other small downtowns in the Central Valley. The BID is viewed as a proactive step to create immediate impact through marketing and other improvements.
- *Attract New Businesses and Customers to Downtown* The Downtown area has shops and restaurants, but would benefit from increasing the ratio of retail/restaurant businesses to service businesses, creating a more walkable Downtown. This would set the stage for attracting more customers, both Selma residents and visitors. Working in concert with the City of Selma, the BID will provide supplemental resources to improve Downtown's image to these markets
- *Enhance Sales and Occupancies* BIDs are acknowledged as a critical ingredient in downtown revitalization and are proven to work by funding services that enhance the economic viability of a business district. Success is measured by higher sales and targeted occupancy rates.
- *Private Sector Control* An Advisory Board consisting of downtown business owners will govern the BID. Annual BID workplans and budgets will be developed by the Advisory Board, ensuring that the BID will be directly accountable to those who pay an assessment.

IMPROVEMENT AND ACTIVITY PLAN

Process

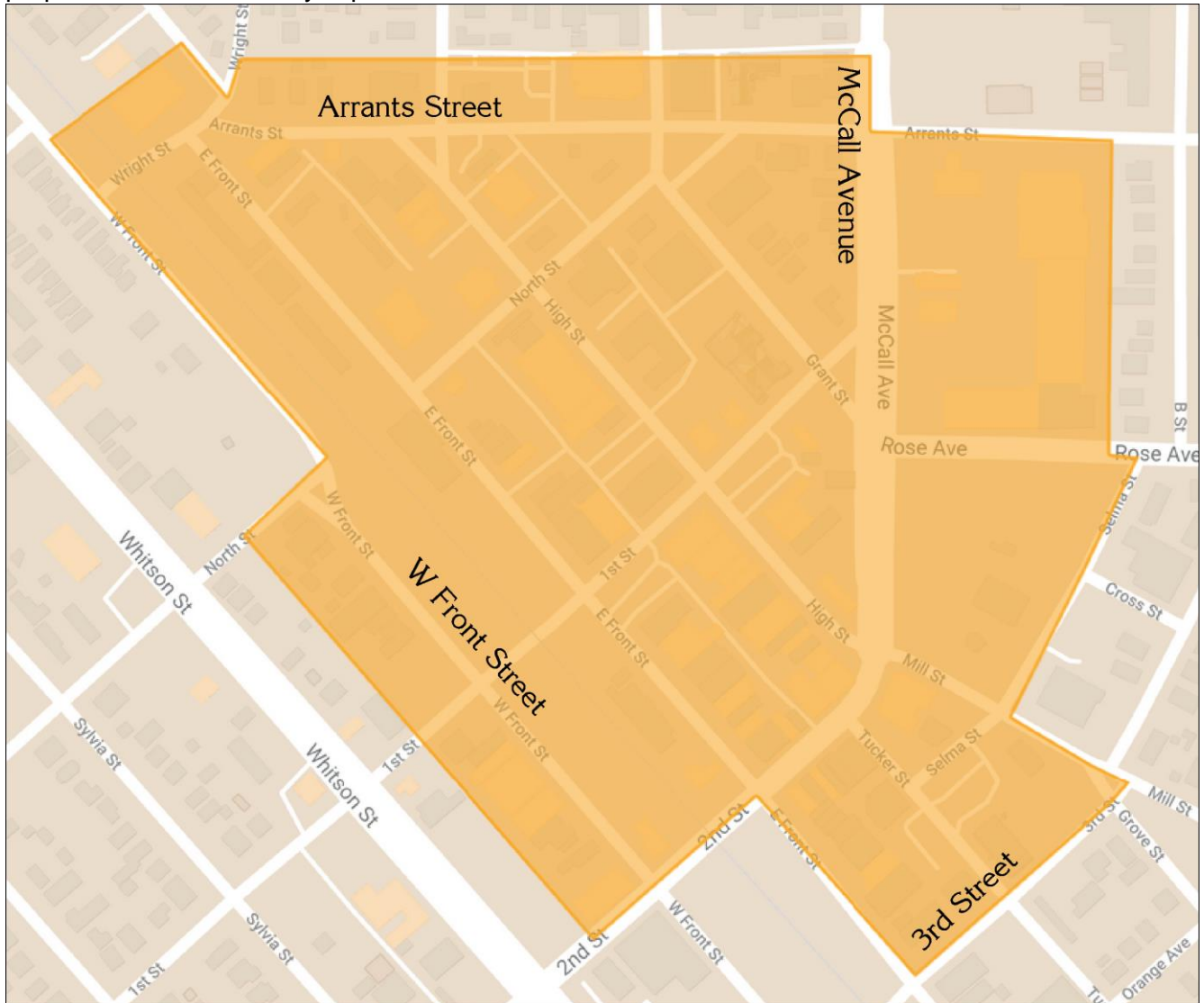
In the spring of 2020, the City of Selma sought grants to fund a feasibility study to explore a Downtown Selma BID. The consulting firm of AMI Concepts was retained by the City to guide the process. Key steps of the process included:

- *BID Steering Committee* To guide the consultant team and test BID concepts, a group of business owners was formed. A roster of the BID Steering Committee is provided in the Appendix.
- *Business Owner Engagement* Working with business owners, the consultant held an Open House and conducted a survey in May 2021, then held a series of meetings during the summer of 2021. Priorities that emerged:
 - Increase sales and walkability
 - Improve the business mix to include more retail and restaurant businesses
 - Confirm BID services as supplemental to, and not in replacement of, City services
 - Focus on marketing and improvements
- *City Base Level of Services* A letter was provided by the Community Development Director identifying current relevant city services and an intention to continue these services throughout the life of the BID.
- *Plan Review & Final Plan* The draft BID Management District Plan and budget were reviewed by the BID Steering Committee and individual business owners. Business owners were invited to an Open House in September 2021 to review the plan. Input from this meeting, plus with

Steering Committee members, led to the completion of the final plan.

Bid Boundaries

The proposed BID district will encompass the core of the Downtown area. A detailed map of the proposed district boundary is provided here.



Work Program

- *An Inviting, Attractive and Economically Vital Downtown*
To respond to stakeholder priorities and guiding principles for a Downtown Selma BID, the BID Steering Committee reviewed several scenarios for providing district-wide services. Objectives in developing the scenarios included:
 - Deploy a program that will make a visible, tangible and lasting impact.
 - Ensure that BID-funded services are supplemental to, and do not replace, existing City services.
 - Provide flexibility in the modeling of the program so that the BID can make adjustments as market conditions change.

- *Marketing*
Marketing strategies and programming to create an appealing and vibrant Downtown Selma will be developed as part of the overall program. Efforts will be made to encourage both locals and visitors to explore Downtown Selma. Traditional and non-traditional marketing activities and products will be explored including an interactive website, electronic communication tools and printed materials.
- *Improvements*
Attention will be made to address physical improvements. These may include pressure washing sidewalks and alleys along with curb painting, above and beyond what is currently done by the City. These efforts will improve walkability within the Downtown.
- *Business Development and Market Research*
Business recruitment efforts will seek to increase the mix of retail/restaurant businesses in collaboration with the City of Selma Economic Development Department. In addition, compilation of periodic market reports will guide the direction of business development.
- *Management and Reserve*
Fund management will be performed by the City of Selma in accordance with the budgets and activities approved by the BID Advisory Board. Monthly reports will be provided by the City. There will be no charge for this service. A reserve fund of 5% is budgeted to provide a contingency for unforeseen program needs and to provide a cushion for assessment delinquencies.

Plan Budget

The total improvement and activity plan budget is projected to be \$25,000. The initial budget allocation is summarized here.

ACTIVITY	AMOUNT	PERCENTAGE
Marketing and Improvements	\$18,750	75%
Business Development and Market Research	\$5,000	20%
Contingency	\$1,250	5%
TOTALS	\$25,000	100%

Final budget allocation decisions will be subject to the annual budget process of the BID Advisory Board. Other monies received for the benefit of the BID will not be included in this budget and can be spent as budgeted separately by the Advisory Board.

ASSESSMENT

Assessment Methodology

The primary BID assessment methodology adopted is a common BID structure assessing businesses whereby business license fees are used as the basis. In addition, businesses not subject to business license fees will be assessed a \$100 flat fee. A factor of each fee is assessed annually, as determined by the BID Advisory Board. All businesses within the district are subject to assessment.

Calculation of Assessments

The preceding methodology is applied to a database that has been constructed by the City of Selma working with the BID Steering Committee. It consists of all businesses within the BID district.

Assessment Adjustments

- *Annual Assessment Factor*
An annual assessment factor will be determined by the BID Advisory Board. This factor will not exceed the initial assessment factor of 100% of both types of fees. Fees include business license fees and those assessed of businesses within the district that are not subject to business licenses.
- *Budget Process*
A balanced budget approach is utilized to develop each annual budget within the constraints of the assessment rates. Any annual budget surplus or deficit is tracked. Prior year surpluses may be used as necessary, based on the allocations described in the Management District Plan.
- *Time and Manner for Collecting Assessments*
As provided by state law, the City of Selma will bill the assessments in conjunction with the annual business license statement, or separately in the case of businesses that are not required to have City business licenses. Existing laws for enforcement and appeal of business license fees will apply to BID assessments.
- *Disestablishment*
State law provides for the disestablishment of a BID pursuant to an annual review process. Each year that the BID is in existence, there will be a 30-day period during which the business owners will have the opportunity to request disestablishment of the District. This 30-day period begins each year on the anniversary day that the district was first established by City Council. Within that 30-day period, if a written petition is submitted by the business owners who pay more than 50 percent (50%) of the assessments levied, the BID may be disestablished. The City Council will hold a public hearing on disestablishing the PBID prior to doing so.
- *Issuance of Bonds*
No bonds or other bonded debt are to be issued to finance activities and services envisioned in the Management District Plan.

GOVERNANCE

Selma City Council will appoint the BID Advisory Board as part of the district formation process, and annually thereafter during the review process. The BID Advisory Board shall consist of seven (7) members who represent a business within the BID district. They are selected from available applicants and represent a broad mix of business types.

The BID Advisory Board meets monthly. Meetings are open to the public. It will hold district-wide meetings as needed for input on services and operations, including an annual nomination meeting for the BID Advisory Board.

BID Advisory Board will recommend budgets, services, and Advisory Board members. It will monitor service delivery and provide oversight of the district. The Advisory Board oversight will:

- Review monthly reports from the City of Selma
- Leverage BID funds with resources, programs and capabilities provided by other agencies and organizations in Selma
- Eliminate the potential for duplication of enhanced services and activities
- Ensure that Downtown Selma is represented by a unified voice, thereby maximizing Downtown's influence in policies and civic affairs.

Pursuant to State of California law, the BID Advisory Board will be subject to disclosure and notification guidelines set by the Ralph M. Brown Act and California Public Records Act.

ITEM NO: 3.

SUBJECT: Consideration of a Draft Capital Improvement Plan (CIP) Project List for Council consideration and discussion

RECOMMENDATION: Review Draft Capital Improvement Plan (CIP) Project List, and provide Staff with directive to amend, adjust, and/or move forward with programming activities for said projects.

DISCUSSION: The City's FY 2022-2023 Budget, which was adopted by the City Council on June 20, 2022, identified a funding amount of \$2.7 million for street maintenance projects. At this time, Staff is presenting a draft project list, accompanied with estimated costs compared to anticipated funding available, to begin formally programming projects for scheduling, bidding, construction and completion activities. The list of projects was formulated utilizing the City's Pavement Management System data.

Staff is recommending the following five projects be completed with these funds. In addition, a sixth project is identified in the event that: additional funding become available; a project higher on the list not be plausible; or, if Council desires to adjust the ranking of the project list. The attached map highlights the project areas listed below. It should also be noted that there are three additional projects (all pulverize in place) identified on the map which are not listed below, as the cumulative cost of these projects exceeds \$1.5 million in cost.

<u>Project Description</u>	<u>Estimated Project Cost</u>
1. Barbara Street Reconstruction <ul style="list-style-type: none">• Wright Street to McCall Avenue	\$530,000
2. Barbara Street Reconstruction <ul style="list-style-type: none">• McCall Avenue to Mulberry Street	\$500,000
3. Olive Avenue Cape Seal <ul style="list-style-type: none">• Floral Avenue to Rose Avenue• Chestnut Street, Gaither Street, & Merced Street	\$550,000
4. Stillman Street & High Street Reconstruction <ul style="list-style-type: none">• Stillman: Chandler Street to McCall Avenue• High: Stillman Street to Wright Street	\$800,000

- | | |
|------------------------------------|-----------|
| 5. Traffic Signal Cabinet Upgrades | \$320,000 |
| • Various Locations | |

Total = \$2,700,000

Extra Project

- | | |
|---|-----------|
| 1. Mitchell Street Grind & Overlay or Cape Seal | \$632,000 |
| • Rose Avenue to Nebraska Avenue | |

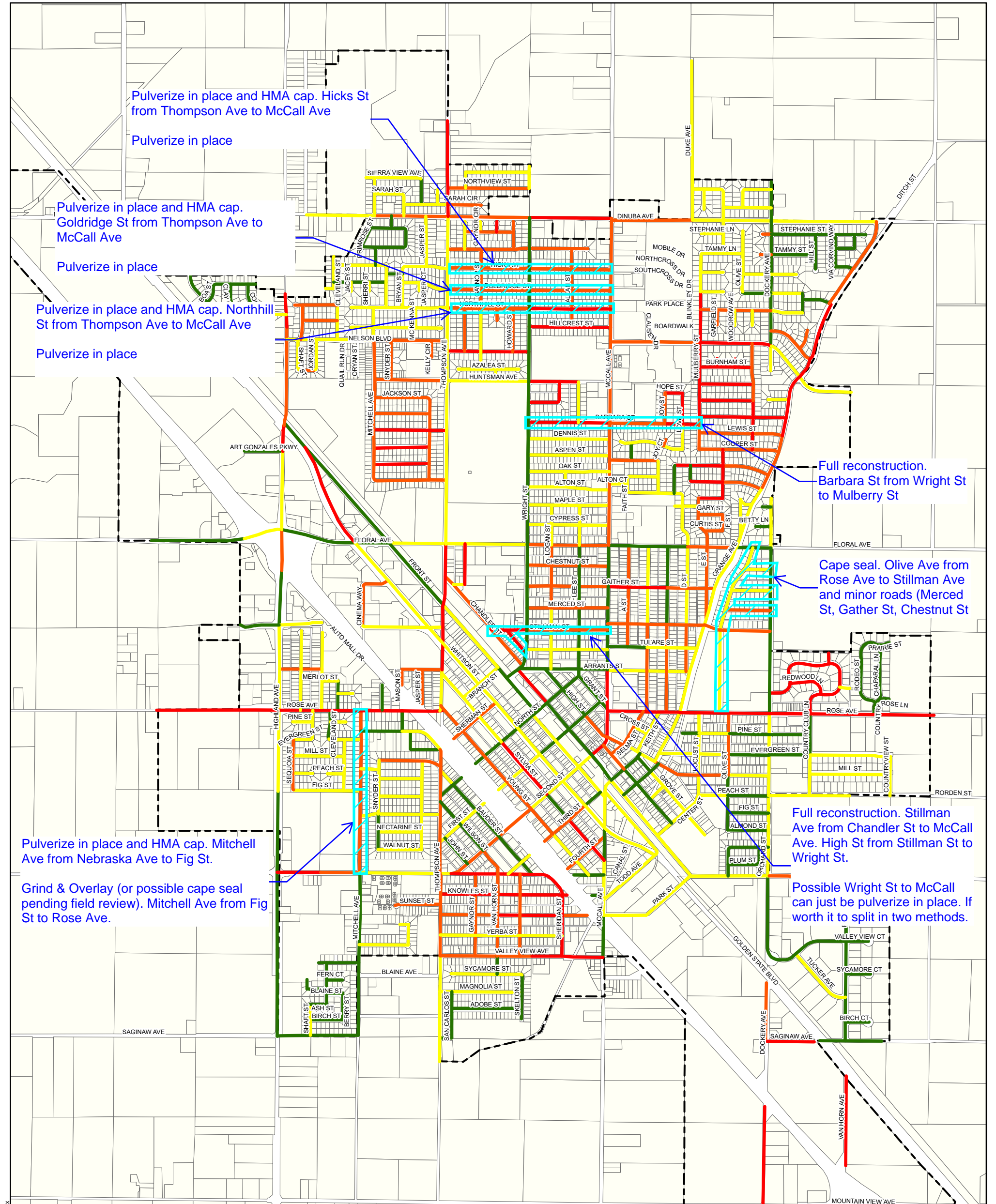
Philip Romero, Contract City Engineer

Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

Attachments:

1. Notated Pavement Management System Map of Selma



Current PCI

Legend

City Limits

Current PCI

- 0 - 24 Very Poor - V
- 25 - 49 Poor - IV
- 50 - 69 Good - II/III
- 70 - 100 Very Good - I

0 1,200 2,400
Feet

Yamabe & Horn
Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS

CITY OF SELMA
INCORPORATED MARCH 15, 1903
CALIFORNIA

ITEM NO: 4.

SUBJECT: Consider the termination of the City's current contract with the County of Fresno and enter into a new agreement with the Fresno County Fire Protection District for fire dispatching services, and authorize the City Manager to execute all documents

BACKGROUND: In October 2011, the City of Selma entered into an agreement with the County of Fresno to provide dispatching services for the Selma Fire Department's fire responses. These services have been provided through the County's Emergency Medical Services (EMS) dispatching center. This agreement between the City and County was renewed in July 2020 for a three-year term.

DISCUSSION: Due to the close working relationship that the Selma Fire Department has with Fresno County Fire Protection District, staff has determined that it would be in the best interest of fire department personnel, and the citizens of Selma, to have the Fresno County Fire Protection District provide dispatching services for fire responses. The Selma Fire Department has a current automatic aid agreement with Fresno County Fire Protection District, which enables the two agencies to assist one another during various emergency responses. As an example, the Selma Fire Department provides resources during fire responses in the immediate areas outside of City limits, and Fresno County Fire Protection District provides the two closest resources for structure fires within City limits.

Each time a fire response requires the City and District to share resources, the respective dispatch centers have to communicate with one another to coordinate the response. This requires an extra step in the dispatching process that could lead to a miscommunication or a potential delay in the emergency response. For this reason, staff is recommending the move to allow Fresno County Fire Protection District to provide dispatching services for the Selma Fire Department. This will not have an effect on dispatching for the ambulance service. That service will still be provided by Fresno County's EMS communications center. This transition has been planned and budgeted for in the 2022/2023 fiscal year budget.

FISCAL IMPACT: \$26,246.16 has been previously budgeted for this purpose, thus no additional impact to the General Fund.

RECOMMENDATION: Staff recommends that Council approve the termination of the City's current contract with the County of Fresno and enter into a new agreement with the Fresno County Fire Protection District for fire dispatching services, and authorize the City Manager to execute all documents.

Robert Petersen, Fire Chief

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE A COOPERATIVE AGREEMENT BETWEEN FRESNO COUNTY FIRE
PROTECTION DISTRICT AND THE CITY OF SELMA FOR EMERGENCY
DISPATCH SERVICES**

WHEREAS, the City of Selma entered into an agreement with the County of Fresno in October 2011 to provide Fire Dispatching Services for the Selma Fire Department; and

WHEREAS, City Staff has determined that it would be in the best interest of Selma Fire Department personnel, and the citizens of Selma, to have the Fresno County Fire Protection District provide dispatching services for fire responses; and

WHEREAS, the current Fire Dispatching Agreement with the County of Fresno requires a notice of intent to terminate the agreement; and

WHEREAS, the total fees associated with this agreement were approved within the General Fund of the FY 22/23 City Budget; and

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 agreement with the Fresno County Fire Protection District attached as Exhibit A and incorporated herein by reference.

SECTION 3. The City Council hereby approves the termination of the current agreement with Fresno County attached as Exhibit B and incorporated herein by reference.

SECTION 4. The City Manager is hereby authorized to execute the agreement and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

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.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2022, by the following vote:

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

(Signatures on following page)

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

**COOPERATIVE AGREEMENT
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT
AND THE CITY OF SELMA**

Made for the following services:

- ☐ FIRE PROTECTION
- ☐ MEDICAL SERVICES
- ☐ RESCUE SERVICES
- ☐ FIRE PREVENTION AND CODE ENFORCEMENT
- ☒ EMERGENCY DISPATCH SERVICES
- ☐ FIRE APARATUS REPAIR AND MAINTENANCE
- ☐ HAZMAT RESPONSE SERVICES

This Agreement for Emergency Dispatch Services (hereinafter referred to as "Agreement"), made and entered into and effective this **August 1, 2022**, by and between the Fresno County Fire Protection District (hereinafter referred to as "District") and the City of Selma (hereinafter referred to as "City"), whereby it is agreed as follows:

Article I. SECTION I: PURPOSE AND SCOPE

The purpose of the Agreement is to arrange for the District, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") see Exhibit "A" attached hereto, with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide City with Emergency Dispatch Services. The District will dispatch City personnel to any and all medical responses, motor vehicle accidents, fires, mutual aid calls, and any other life-threatening emergency that comes through the 911 system within boundaries of the City ("Scope of Services").

This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and shall only provide for Emergency Dispatch Services. The parties hereto understand and agree that services to be provided under this Agreement must be consistent with the terms and conditions of the CAL FIRE Agreement, that no services may be provided by the District under this Agreement that are not consistent and in conformity with the CAL FIRE Agreement, and that the District is under no obligation to provide services under this Agreement that are not consistent and in conformity with the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The District Fire Chief appointed by the Board of Directors of the District, or his designee, (hereinafter referred to as "Fire Chief") shall represent the District during the term of this Agreement and the Fire Chief shall, under the supervision and direction of the District's Board of Directors, have charge of the organization described in Exhibit "B", attached hereto, for the purpose of providing Emergency Dispatch Services (only) as

Dispatch Agreement
City of Selma
July 1, 2022 to June 30, 2025
1 of 10

deemed necessary to satisfy the needs of both the District and City, except upon those lands wherein other local governmental agencies have responsibility for the same or similar fire protection services.

B. City shall assign an existing Chief Officer, or designee, as the City contract representative ("City of Selma Representative"). The Fire Chief shall communicate with the City of Selma Representative for directing the Emergency Dispatch Services provided to the City as set forth in Exhibit "C", attached hereto.

SECTION III: PAYMENT FOR SERVICES

A. City shall pay the District actual costs for Emergency Dispatch Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "D" attached hereto, as adjusted annually based on annual call volume. The District shall make a claim to City for the actual cost of contracted services, pursuant to Exhibit "D," on a bi-annual basis with the first payment due on January 31st, covering the period July 1st thru December 31st. The second payment will be due on July 31st, covering the period January 1st thru June 30th. City shall pay the claim within thirty (30) days after receipt thereof.

B. The Fire Chief is authorized to negotiate and execute any adjustments to Exhibit "D" of this Agreement on behalf of the District without further authority from the District's Board of Directors. The City of Selma Representative shall, under the supervision and direction of City, be authorized to execute amendments to Exhibit "D" on behalf of City.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **August 1, 2022 to June 30, 2025**. This Agreement may be extended by an additional term of twelve (12) months from July 1, 2025 to June 30, 2026 ("Extension Term"), unless either party provides notice of non-renewal not later than **April 1, 2025**. If a notice of non-renewal is provided unilaterally by the District, except any notice issued because of actions of CAL FIRE or City, the District agrees to continue to provide Emergency Dispatch Services (only) to the City for up to one (1) year from the date of the notice of non-renewal, to provide the City a reasonable opportunity to implement an alternative Emergency Dispatch Service.

B. The Scope of Services and Exhibit "D" calculations shall apply to the Extension Term unless the parties agree in writing to a modification. City shall give the District written notice not later than April 1, 2025, if City intends to modify the level of fire protection services from that provided by this Agreement. District shall give the City written notice, not later than April 1, 2025, of proposed changes in rate(s) and an updated Exhibit "D" for FY 2025-26.

SECTION V: PROPERTY ACCOUNTING

All personal property provided by the City and by the District for the purpose of providing Emergency Dispatch Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the District for the segregation, care, and use of the respective property of each.

SECTION VI: INDEMNIFICATION

A. District and City hereby agree to indemnify, defend and hold the other party, its governing board or council, officials, officers, employees, agents, attorneys and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of the indemnifying party or its subcontractors relating to the performance of this Agreement to the fullest extent permitted by law, unless the injuries or damages are the result of the non-indemnifying party's sole negligence or willful misconduct, subject to any limitations imposed by law. District and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

B. Prior to commencement of the Emergency Dispatch Services, District shall take out and maintain at its own expense liability insurance coverage in an amount of not less than TWO MILLION dollars (\$2,000,000.00) naming the City as an additional insured. District shall provide the City with a Certificate of Insurance showing proof of such coverage.

SECTION VII: AUDIT

District and City agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The District and City agree to maintain such records for possible audit for a minimum of three (3) years after the final payment pursuant to the Agreement, unless a longer period of records retention is stipulated. (Gov. Code § 8546.7 Parties also agree to allow for auditor(s) to access such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION VIII: DISPUTES

The City of Selma Representative shall be available for contract resolution or policy intervention with the District upon determination by the Fire Chief that a situation exists under this Agreement in which there is a potential conflict of interest between City and

District. Any dispute concerning a question of fact arising under the terms of this Agreement shall be brought to the attention of the City of Selma Representative within ten (10) days of discovery.

Disputes that are unable to be resolved by City and District representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Fresno.

SECTION IX: ATTORNEY'S FEES

In the event of arbitration or litigation between the District and City to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party in such action agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration or litigation.

SECTION X: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited with the United States Postal Service and addressed to:

FRESNO COUNTY FIRE
PROTECTION DISTRICT
Fire Chief
210 S. Academy Ave.
Sanger, CA 93657

CITY OF SELMA
City Manager
1710 Tucker St.
Selma, CA 93662

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. In person delivery shall constitute service hereunder, effective when such service is made.

SECTION XI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Emergency Dispatch Services (only). It may be amended or modified only upon the mutual written agreement of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by each party hereto for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services between the parties hereto.

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF SELMA

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

CITY OF SELMA
LEGAL COUNSEL

Title: _____

(SEAL)

Dated: _____

FRESNO COUNTY FIRE
PROTECTION DISTRICT

By: _____
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: _____
Clerk of the Board

FRESNO COUNTY FIRE
PROTECTION DISTRICT
LEGAL COUNSEL

(SEAL)

EXHIBIT A

Link to CAL FIRE Agreement: https://www.fresnocountyfire.org/wp-content/uploads/2022/05/Sched-A-Contract-4CA04406-FY19_22-Signed.pdf

Dispatch Agreement
City of Selma
July 1, 2022 to June 30, 2025
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EXHIBIT B

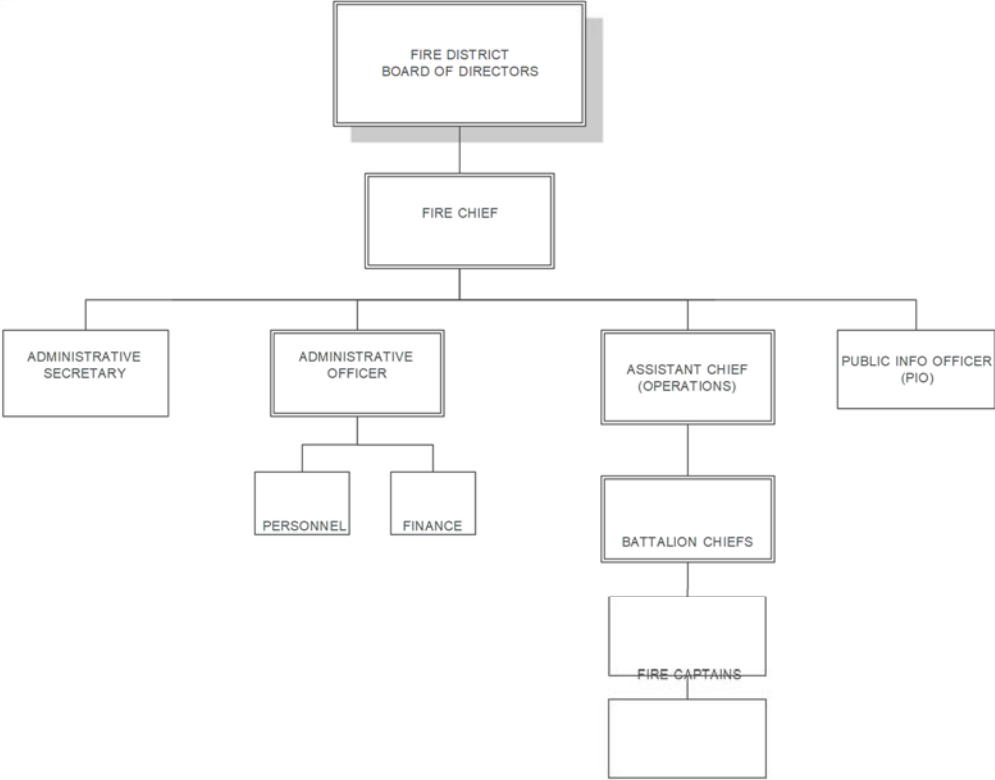
Fresno County Fire Protection District Standard Response Plan																
Incident Type	1st Alarm Response					1st Alarm Notifications						2nd Alarm Notifications				
	Eng	Res	TRK	WT*	BC	UC	DC	BC	FP	TG	PIO	UC	DC	BC	FP	TG
FIRE	4		1	2	1						x		x	1	x	x
Structure	6		1	2	2						x		x	1	x	x
Structure Target Hazard	1															
Fire Alarm Residential	1or2											x				
Fire Alarm Commercial	1															
Refuse	2										x		x	1		
Vegetation (LRA)	See CALFIRE SRA Response						x^				x	x	x		x	x
Vegetation (SRA)	2			1				x								
Harvested Ag	1															
Improvement	1							x					x			
Farm Equipment	1															
Veh (pass. Pickup) LRA/SRA	2			1	1						x		x			x
Veh (big rig, bus) LRA/SRA	2			1	1				x	x	x	x	x		x	
Aircraft/Train	1												x			
Unknown Type/Reported Out	Duplicate 1st Alarm												x			
EACH Additional Alarm																
Other																
Medical Aid/Industrial Accident	1							x								x
Pin-in/Multi-Cas	2							x			x	x				x
Technical Rescue	3	1	1		1		x				x					
MVA	2															
MVA (bus, train)	3			2	1		x				x					
FMS/PSA	1															
Haz-mat Incident (MEN, PAR)	2				1						x					
Smoke Check	1															
Bomb Threat/Terrorism	1					x	x	x	x	x	x	x				

Dispatch Agreement
City of Selma
July 1, 2022 to June 30, 2025
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EXHIBIT C



FRESNO COUNTY FIRE PROTECTION DISTRICT
ORGANIZATIONAL CHART



DUSTIN HAIL, FIRE CHIEF

01/04/2022

DATE

Dispatch Agreement
City of Selma
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EXHIBIT D

Dispatch Agreement
City of Selma
July 1, 2022 to June 30, 2025
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City of Selma						
FY22/23 Cost Estimate for July 1, 2022 through June 30, 2023						
Fire Protection Services - Dispatch Services Only						
CLASSIFICATION	NUMBER	SALARY	MONTHS*	SUB-TOTAL	BENEFITS	TOTAL COST
Salaries					63.86%	
Communications Operator	1	\$4,400.00	6.50	\$28,600.00	\$18,263.96	46,863.96
<i>*Annual Call Volume/350 calls = Personnel Months</i>						
Extended Duty Week Compensation					0.00%	
Not Applicable						
Overtime					1.45%	
Overtime	1	\$0.00	1.00	\$0.00	\$0.00	0.00
Uniforms					0.00%	
Uniforms (Perm)	0	\$104.17	1.00	\$0.00	\$0.00	0.00
Sub-Total Personnel Services						46,863.96
Contract Administrative Fee				12.01%		
CAL FIRE Administrative Rate of 12.01% for Personnel.						5,628.36
TOTAL PERSONNEL SERVICES						52,492.32
Operating						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						0.00
TOTAL OPERATING EXPENSES						0.00
FCFPD Administrative Fee - 10% for Operating Expenses				10.00%		0.00
TOTAL PERSONNEL AND OPERATIONS						52,492.32
Less: 50% Discount expanded auto aid agreement						26,246.16
GRAND TOTAL ESTIMATED COST FOR 2022/2023 FISCAL YEAR						26,246.16

Dispatch Agreement
City of Selma
July 1, 2022 to June 30, 2025
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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **CITY OF SELMA**, a Municipal Corporation, whose address is 1710 Tucker Street, Selma CA 93662, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, CITY receives calls requesting CITY'S fire department ("CITY FIRE") for emergency services and emergency medical first responder services ("EMS"); and

WHEREAS, CITY receives calls requesting both fire suppression services and EMS and transfers these calls to COUNTY'S EMS Communications Center for dispatching the appropriate emergency vehicles; and

WHEREAS, CITY FIRE now desires to receive dispatching services for fire suppression calls, which will include dispatching of non-transport first responder services, (collectively, "CITY FIRE Dispatching Services") from COUNTY'S EMS Communications Center; and

WHEREAS, it is to the mutual benefit and in the best interest of the parties hereto to combine EMS dispatching services and CITY FIRE Dispatching Services for the purpose of providing improved services to the public; and

WHEREAS, it has been determined by CITY and COUNTY that there is a need to provide EMS dispatching services and CITY FIRE Dispatching Services through a centralized and combined effort by COUNTY'S EMS Communications Center and CITY FIRE; and

WHEREAS, COUNTY'S EMS Communications Center is staffed and operated by K.W.P.H. Enterprises, Inc., doing business as American Ambulance, a California corporation ("PROVIDER"); and

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

1. SERVICES

A. Subject to CITY timely paying COUNTY for CITY FIRE Dispatching Services (defined in Section 4 herein):

1 (1) COUNTY shall be responsible for dispatching equipment, hardware,
2 software (including software licenses), and other technologies, which will be utilized for the triage and
3 entry of information for CITY FIRE Dispatching Services in COUNTY'S EMS Communications
4 Center computer aided dispatch ("CAD") system, in connection with COUNTY'S performance of its
5 CITY FIRE Dispatching Services under this Agreement. In the event that CITY requests additional
6 technologies, not currently available in COUNTY'S EMS Communications Center, CITY shall be
7 solely responsible for all costs to purchase and maintain said technology and/or equipment; and

8 (2) COUNTY shall be responsible for selection, configuration, installation,
9 and maintenance of all dispatching equipment, hardware, software and other technologies associated
10 with this Agreement. All dispatching equipment, hardware, software (including software licenses),
11 and other technologies purchased and/or obtained through this Agreement shall be the sole property of
12 COUNTY; and

13 (3) COUNTY shall provide CITY FIRE Dispatching Services requiring
14 responses by CITY FIRE apparatuses as follows:

15 (a) COUNTY'S EMS Communication Center shall provide all CITY
16 FIRE Dispatching Services in accordance with CITY FIRE'S Policies and Procedures affecting CITY
17 FIRE Dispatching Services under this Agreement ("CITY FIRE'S Policies and Procedures") (to the
18 extent that they relate only to dispatch). CITY FIRE'S Policies and Procedures shall be subject to
19 review by COUNTY'S EMS Director, or his or her designee (the "COUNTY'S Representative"), as
20 provided in Section 1.C.(2) herein.

21 (b) COUNTY'S EMS Communication Center shall dispatch CITY
22 FIRE'S apparatuses through radio and electronic communications, and in accordance with CITY
23 FIRE'S Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject
24 to review by COUNTY'S Representative, as provided in Section 1.C.(2) herein. CITY FIRE shall
25 work collaboratively with COUNTY on policies and procedures that are consistent with other fire
26 agencies that are being dispatched in COUNTY'S EMS Communications Center.

27 (c) COUNTY'S EMS Communications Center shall provide pre-
28 arrival instructions to callers requesting CITY FIRE Dispatch Services.

1 (d) COUNTY'S EMS Communications Center shall provide inter-
2 agency coordination regarding requests for fire suppression service, mutual aid and auto aid services,
3 and order specialized fire equipment from CITY or other agencies (e.g., hazardous materials
4 equipment, or "jaws of life") which may be needed to manage an incident, and perform other related
5 duties, all in accordance with CITY FIRE'S Policies and Procedures (to the extent that they relate only
6 to dispatch), which shall be subject to review by COUNTY'S Representative, as provided in Section
7 1.C.(2) herein.

8 (e) COUNTY'S EMS Communications Center shall track all activity
9 of CITY FIRE'S apparatuses utilizing the COUNTY'S EMS Communications Center CAD system.

10 (f) COUNTY shall record all telephone and radio transmissions and
11 provide instant playback as needed. COUNTY shall retain recordings for a minimum of one-hundred
12 eighty (180) days.

13 (g) COUNTY shall provide reports to CITY as requested. COUNTY
14 must be given sufficient time to develop custom adhoc reports or reports that are not already
15 developed.

16 (h) COUNTY shall provide one (1) radio operator for dispatching of
17 CITY FIRE'S apparatuses twenty-four (24) hours a day, seven (7) days a week. CITY understands
18 that the radio operator is not dedicated for the sole purpose of CITY and that the radio operator may be
19 dispatching other fire and EMS providers. CITY FIRE shall work collaboratively with COUNTY on
20 policies and procedures that are consistent with other fire agencies that are being dispatched in
21 COUNTY'S EMS Communications Center. COUNTY shall provide that dispatch staff shall be
22 trained in emergency fire dispatch.

23 (i) COUNTY shall provide that a minimum of one (1) dispatch
24 supervisor shall be on duty at COUNTY'S EMS Communications Center twenty-four (24) hours a
25 day, seven (7) days a week. The supervisor shall be available to CITY'S on-duty fire administration
26 as needed.

27 (j) COUNTY shall maintain an up-to-date manual of CITY FIRE'S
28 Policies and Procedures (subject to review by COUNTY'S Representative, as provided in Section

1 I.C.(2) herein) for all dispatch staff, and shall provide for training and continuing education of
2 dispatch staff as needed.

3 (k) The goal for the immediate dispatch of a fire apparatus, in
4 accordance with CITY FIRE approved dispatch protocols, and excluding multiple unit responses,
5 reassigned responses and other situations beyond the COUNTY'S EMS Communications Center
6 control, shall be sixty (60) seconds. The dispatch time will be measured from the time the telephone is
7 answered by the call taker to the time the first fire apparatus is alerted to the incident either by radio,
8 telephone, pager or station alerting device. A review shall occur for all cases in which dispatches are
9 over ninety (90) seconds, and results will be evaluated for improvement opportunities by the Fire
10 Dispatch Continuous Quality Improvement (CQI) Committee.

11 It is understood that because of the dynamic nature of emergency
12 services, there are situations when the sixty (60) second dispatch goal may not be achieved. Examples
13 of these situations include, but are not limited to:

- 14 1. calls with incomplete, inaccurate or no ANI/ALI information
(including CAD-to-CAD).
- 15 2. calls that do not geo-verify in the CAD.
- 16 3. calls in which the reporting party is either unable or
17 unwilling to immediately provide all required information as part of the call taking process (i.e., non-
18 English speaking, hysterical, or uncooperative) or use of Teletype (TTY) or Telecommunication Device
19 for the Deaf (TDD) or audio relay device.

20 Calls for service that meet one of the above exemption categories
21 shall have a dispatch time of no more than ninety (90) seconds in a minimum of ninety-five percent (95%)
22 of calls received each month.

23 B. It is understood by the parties hereto that COUNTY'S provision of CITY FIRE
24 Dispatching Services herein does not include any COUNTY provision of fire suppression services,
25 and that COUNTY is providing CITY FIRE Dispatching Services herein to CITY on a non-exclusive
26 basis.

27 C. CITY shall perform the following functions:

- 28 (1) CITY FIRE shall provide all fire suppression services for all fire
suppression calls dispatched by COUNTY'S EMS Communications Center requiring CITY FIRE

1 apparatuses in accordance with CITY FIRE'S Policies and Procedures.

2 (2) CITY FIRE shall consult with COUNTY'S Representative in developing
3 CITY FIRE'S Policies and Procedures relating to dispatch only. CITY shall provide CITY FIRE'S
4 Policies and Procedures relating to dispatch to COUNTY for review thereof by COUNTY'S
5 Representative. CITY shall not approve CITY FIRE'S Policies and Procedures relating to dispatch
6 until first having conferred with COUNTY'S Representative and such representative agrees that such
7 policies and procedures are not inconsistent with the COUNTY'S EMS Communication Center's
8 Policies and Procedures, and that CITY FIRE'S Policies and Procedures do not create additional
9 workload for staff or impact other programs in the COUNTY'S EMS Communications Center.
10 COUNTY'S Representative shall have neither the right nor the duty to approve the number of CITY
11 FIRE apparatuses or personnel, or amount of CITY FIRE equipment or other resources, that CITY
12 FIRE deems sufficient to respond to any calls for CITY FIRE Dispatching Services, or other CITY
13 FIRE Policies and Procedures unrelated to dispatch. CITY FIRE shall be reasonable in developing
14 CITY FIRE'S Policies and Procedures relating to dispatch such that those policies and procedures are
15 substantially consistent with COUNTY'S EMS Communication Center's Policies and Procedures.

16 (3) CITY shall provide continuing education and training to COUNTY'S
17 EMS Communications Center radio operators and staff regarding the dispatching and management of
18 CITY FIRE resources, as needed.

19 (4) CITY shall assure that all calls to CITY for CITY FIRE calls for service
20 are immediately transferred to COUNTY'S EMS Communications Center.

21 (5) Upon request of COUNTY, CITY shall provide COUNTY with data that
22 includes the exact times that EMS and CITY FIRE calls for service are received at CITY'S Police
23 Department Communications Center (or other point of CITY contact, if any) and transferred to
24 COUNTY'S EMS Communications Center.

25 (6) CITY agrees to participate in an internal quality improvement program,
26 which includes the participation of COUNTY and PROVIDER.

27 (7) CITY shall be responsible for the provision and maintenance of all radio
28 and computer equipment in CITY FIRE apparatuses and radio infrastructure.

1 **2. TERM**

2 A. This Agreement shall become effective on the 1st day of July, 2020 and shall
3 continue in full force and effect, and terminate on the 30th day of June, 2023 at 11:59 P.M., unless
4 sooner terminated as provided herein.

5 B. This Agreement may be renewed with approval of CITY and COUNTY through
6 written amendment and modification of terms and conditions herein set forth.

7 C. Upon the termination of this Agreement, COUNTY shall promptly provide
8 CITY FIRE with the data generated through the CITY FIRE Dispatching Services provided herein in a
9 commonly usable electronic format.

10 **3. TERMINATION**

11 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
12 provided hereunder, are contingent on the approval of funds by the appropriating governmental
13 agency, provided however, should sufficient funds not be allocated, (i) the services provided may be
14 modified at any time upon the parties' mutual written agreement, or (ii) this Agreement may be
15 terminated at any time by CITY or COUNTY giving at least ninety (90) days' advance written notice
16 of an intention to terminate to the other party.

17 B. Without Cause - Under circumstances other than those set forth above, this
18 Agreement may be terminated by CITY or COUNTY upon the giving of at least ninety (90) days'
19 advance written notice of an intention to terminate to the other party.

20 C. Material Breach - Either party may terminate this Agreement at any time for
21 cause for the other party's material breach of its obligations herein if not less than thirty (30) days'
22 advance, written notice has been given to the other party and such breach remains uncured within that
23 thirty (30) day period. The party receiving such notice may respond to said notice and any charges
24 contained therein within that thirty (30) day period.

25 D. CITY shall compensate or provide funding to COUNTY for any services
26 performed or costs incurred under this Agreement prior to any termination of this Agreement.

27 **4. COMPENSATION FOR SERVICES**

1 A. For COUNTY'S performance of FIRE Dispatching Services herein, CITY agrees
2 to pay COUNTY and COUNTY agrees to receive compensation pursuant to Schedule A, attached
3 hereto and incorporated herein by this reference. In no event shall compensation for COUNTY'S
4 performance of CITY FIRE Dispatching Services under this Agreement be in excess of the amounts
5 listed as follows:

6 (1) For the period of July 1, 2020 through June 30, 2021, the amount of this
7 Agreement shall not exceed Fifteen Thousand Nine Hundred Thirty-Eight and 00/100 Dollars
8 (\$15,938.00).

9 (2) For the period of July 1, 2021 through June 30, 2022, the amount of this
10 Agreement shall not exceed Sixteen Thousand Four Hundred Sixteen and 00/100 Dollars
11 (\$16,416.00).

12 (3) For the period of July 1, 2022 through June 30, 2023, the amount of this
13 Agreement shall not exceed Sixteen Thousand Nine Hundred Ten and 00/100 Dollars (\$16,910.00)

14 B. Payments by CITY shall be in arrears, for services provided during the preceding
15 month, within forty-five (45) days after receipt and verification of COUNTY'S invoices by CITY
16 FIRE. All payments shall be remitted to COUNTY at the following address: County of Fresno,
17 Department of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno,
18 California, 93775.

19 **5. INVOICING**

20 COUNTY shall invoice CITY quarterly, addressed to the City of Selma, Fire
21 Department, 1710 Tucker Street, Selma, California, 93662, Attention: Fire Chief.

22 **6. INDEPENDENT CONTRACTOR**

23 In performance of the work, duties, and obligations assumed by COUNTY under this
24 Agreement, it is mutually understood and agreed that COUNTY, including any and all of COUNTY'S
25 officers, agents, and employees will at all times be acting and performing as an independent
26 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee,
27 joint venture, partner, or associate of CITY. Furthermore, CITY shall have no right to control or
28 supervise or direct the manner or method by which COUNTY shall perform its work and function,

1 except for COUNTY'S compliance with CITY FIRE'S Policies and Procedures, herein, and as
2 described in Section 1.A.(3)(h) of this Agreement. However, CITY shall retain the right to administer
3 this Agreement so as to verify that COUNTY is performing its obligations in accordance with the
4 terms and conditions thereof. COUNTY and CITY shall comply with all applicable provisions of law
5 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
6 which are directly or indirectly the subject of this Agreement.

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

14 **7. MODIFICATION**

15 Any matters of this Agreement may be modified from time to time by the written
16 consent of all the parties hereto without, in any way, affecting the remainder.

17 **8. HOLD-HARMLESS**

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

26 B. COUNTY agrees to indemnify, save, hold harmless, and at CITY'S request,
27 defend CITY, including its officers, agents, and employees from any and all costs and expenses
28 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to

1 CITY in connection with the performance, or failure to perform, by COUNTY, including its officers,
2 agents, employees or PROVIDER, under this Agreement, and from any and all costs and expenses
3 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
4 any person, firm, or corporation who may be injured or damaged by the performance, or failure to
5 perform, of COUNTY, including its officers, agents, employees or PROVIDER under this Agreement.

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

12 D. This Section 7 shall survive termination or expiration of this Agreement.

13 **9. INSURANCE**

14 Without limiting the indemnification of each party as stated in Section 7 above, it is
15 understood and agreed that CITY and COUNTY shall each maintain, at their sole expense, insurance
16 policies or self-insurance programs including, but not limited to, an insurance pooling arrangement
17 and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this
18 agreement. Coverage shall be provided for comprehensive general liability, automobile liability,
19 professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of
20 Insurance or other similar documentation shall not be required of either party under this Agreement,
21 except for Commercial General Liability coverage. Each party will provide the other party with an
22 appropriate Commercial General Liability insurance certificate with limits of not less than Two
23 Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
24 (\$4,000,000) along with an appropriate endorsement naming the other party as an additional insured
25 on the Commercial General Liability policy. COUNTY shall cause PROVIDER to maintain insurance
26 coverage that is consistent with the current EMS PROVIDER Agreement between COUNTY and
27 PROVIDER.
28

1 **10. CONFIDENTIALITY**

2 All services performed by COUNTY under this Agreement shall be in strict
3 conformance with all applicable Federal, State of California and/or local laws and regulations relating
4 to confidentiality.

5 **11. NON-DISCRIMINATION**

6 During the performance of this Agreement, COUNTY shall not unlawfully discriminate
7 against any employee or applicant for employment, or recipient of services, because of race, religious
8 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
9 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,
10 military or veteran status pursuant to all applicable State of California and Federal statutes and
11 regulations.

12 **12. RECORDS**

13 Each party shall maintain its records in connection with the respective services referred
14 to under this Agreement. Such records must be maintained for a minimum of three (3) years. Records
15 must also be maintained a minimum of three (3) years after the termination of this Agreement. The
16 party generating the records shall maintain ownership of the records upon termination of this
17 Agreement.

18 **13. AUDITS AND INSPECTIONS**

19 Each party shall at any time during business hours, and as often as the other party may
20 deem necessary, make available to the other party for examination all of the former party's records
21 and data with respect to the matters covered by this Agreement. Each party shall, upon request by the
22 other party, permit the other party to audit and inspect all such records and data necessary to ensure
23 the former party's compliance with the terms of this Agreement.

24 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), COUNTY
25 shall be subject to the examination and audit of the State Auditor for a period of three (3) years after
26 final payment under contract (Government Code section 8546.7).

27 **14. PROVIDER**

28 The parties hereto acknowledge that PROVIDER, or its replacement, if any during the

1 term of the PROVIDER Agreement, will carry out COUNTY'S provision of dispatching services
2 herein. In the event of any such replacement of PROVIDER, the replacement EMS Provider
3 Agreement will be on substantially the same terms as the EMS Provider Agreement to the extent that
4 it concerns this Agreement, as provided herein.

5 **15. FORCE MAJEURE**

6 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to
7 carry out its obligations under this Agreement, that party shall give to the other party hereto prompt
8 written notice of the Force Majeure with full particulars relating thereto. Thereupon, the obligations
9 of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended
10 during, but no longer than, the continuance of the Force Majeure, except for a reasonable time
11 thereafter required to resume performance.

12 B. During any period in which either party hereto is excused from performance by
13 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,
14 diligently, and in good faith take all reasonable action required in order for it to be able to promptly
15 commence or resume performance of its obligations under this Agreement. Without limiting the
16 generality of the foregoing, the party so excused from performance shall, during any such period of
17 Force Majeure, take all reasonable action necessary to terminate any temporary restraining order or
18 preliminary or permanent injunctions to enable it to so commence or resume performance of its
19 obligations under this Agreement.

20 C. The party whose performance is excused due to the occurrence of an event of
21 Force Majeure shall, during such period, keep the other party hereto notified of all such actions
22 required in order for it to be able to commence or resume performance of its obligations under this
23 Agreement.

24 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and
25 other extraordinary causes not reasonably within the control of either of the parties hereto.

26 ///

27 **16. NOTICES**

28 The persons having authority to give and receive notices under this Agreement and their

addresses include the following:

COUNTY

CITY

Director, County of Fresno
Department of Public Health
P.O. Box 11867
Fresno, CA 93775

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

Any and all notices between COUNTY and CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties hereto, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, except for notices of termination, which are effective upon receipt. Notices under this Agreement are not modifications to this Agreement.

17. GOVERNING LAW

The parties hereto agree, that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

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

18. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

19. ENTIRE AGREEMENT


This Agreement constitutes the entire agreement between CITY and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement may be executed in several counterparts by the parties hereto, in which case, all of such executed duplicate counterpart originals thereof, taken together, shall be deemed to be one and the same legal instrument.

20. NO THIRD PARTY BENEFICIARIES


Notwithstanding anything stated to the contrary in this Agreement, there shall not be any intended third party beneficiaries to this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 day and year first hereinabove written.
3

4
5 **COUNTY OF FRESNO:**

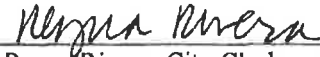
6 By: 
7 Ernest Buddy Mendes, Chairman of the
8 Board of Supervisors of the County of Fresno
9

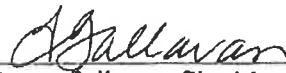
10 Bernice E. Seidel
11 Clerk of the Board of Supervisors of the
12 County of Fresno

13 By: 
14 Deputy

CITY OF SELMA:

By: 
Louis Franco, Mayor

By: 
Reyna Rivera, City Clerk

By: 
Teresa Gallavan, City Manager

APPROVED AS TO LEGAL FORM:
SELMA CITY ATTORNEY

By: 
Neal Costanzo

Mailing Address:
Attn.: Fire Department
1710 Tucker Street
Selma, CA 93662

25 Fund/Subclass: 0001/10000
26 Organization: 56201693
27 Account: 5039
28

SCHEDULE A

Quarter	Dates of Service	Payment Amount	Payment Due Date
1	July 1, 2020 to September 30, 2020	\$3,984.50	15-Oct-20
2	October 1, 2020 to December 31, 2020	\$3,984.50	15-Jan-21
3	January 2021 to March 31, 2021	\$3,984.50	15-Apr-21
4	April 1, 2021 to June 30, 2021	\$3,984.50	15-Jul-21
5	July 1, 2021 to September 30, 2021	\$4,104.00	15-Oct-21
6	October 1, 2021 to December 31, 2021	\$4,104.00	15-Jan-22
7	January 1, 2022 to March 31, 2022	\$4,104.00	15-Apr-22
8	April 1, 2022 to June 30, 2022	\$4,104.00	15-Jul-22
9	July 1, 2022 to September 30, 2022	\$4,227.50	15-Oct-22
10	October 1, 2022 to December 31, 2022	\$4,227.50	15-Jan-23
11	January 1, 2023 to March 31, 2023	\$4,227.50	15-Apr-23
12	April 1, 2023 to June 30, 2023	\$4,227.50	15-Jul-23

ITEM NO: 5.

SUBJECT: Consideration of a Resolution Approving a Professional Services Agreement with Michael Balliet Consulting (MBC) for the Purpose of Evaluating SB 1383 Compliance, Solid Waste Services, RFP Preparation, and Related State Mandates

DISCUSSION: SB 1383, signed by Governor Brown in 2016, requires the separation and collection of organic waste for every residential and commercial customer. SB1383 requires municipal solid waste hauler's to perform public outreach and education, collection services, enforcement for non-compliance, and organics waste processing costs. These regulations became effective on January 1, 2022. The regulations place significant and new burdens upon both the residential and commercial hauling of organic waste as well as extensive administration, and reporting requirements onto local agencies and their contract service provider's, as applicable. The impacts of this, and additional regulatory changes by the State, can be seen by increases in rates. In addition, the quality of service being rendered to the community remains the most critical deliverable.

In an effort to navigate and adhere to all of the requirements of SB 1383 and other solid waste regulatory requirements in the most economical way possible for our rate community, staff requested a proposal from MBC, a firm that specializes in solutions to solid waste mandated services and service efficiencies. MBC has been assisting local jurisdictions with State compliance issues since 1991 and is currently working with a number of jurisdictions on SB 1383 compliance solutions. References included the Cities of Reedley, Costa Mesa, Laguna Woods, Irvine, Los Alamitos, and Diamond Bar.

MBC will provide the City with a detailed review of SB 1383 regulations and estimate the activities and related costs that impact service delivery, and drive customer rates. MBC will perform a full evaluation of current and pending State mandates and compliance efforts required to adhere to such mandates and related services, including an analysis of private agreements or contract details for the City's reference and consideration. MBC will provide cost-effective workable solutions to the regulations of SB1383 and work with staff to finalize compliance plans, lay out timelines, and provide technical assistance throughout the process. MBC will also assist City staff and the City attorney to determine which regulations may require ordinance development or changes.

As part of the engagement, MBC will also be evaluating the overall condition of the existing contract with the City's current contract hauler, and assisting with negotiating necessary rate adjustments and franchise agreement amendments to facilitate new SB 1383 programs, and others, as appropriate. Additionally, MBC will prepare a Request for Proposals (RFP) package for formal solicitation for exclusive franchise hauler services to meet SB 1383, and all follow-up actions required through contract negotiations with the selected hauler.

The proposal provided by MBC is provided as Attachment 1, for Council's reference and consideration.

FISCAL IMPACT: Agreement will not exceed \$35,100. Up to \$45,000 was approved in the Fiscal Year 2022-2023 General Fund Budget, thus no additional fiscal is anticipated.

RECOMMENDATION: Approve Resolution Authorizing the City Manager, or designee, to sign the Professional Service Agreement and associated documents and amendments with Michael Balliet Consulting (MBC) for the Purpose of Evaluating SB 1383 Compliance, Solid Waste Services, RFP Preparation, and Related State Mandates.

Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

Attachments

1. Michael Balliet Consulting – Proposal – Interim Hauler Negotiation & RFP Selection Process (June 16, 2022)
2. Resolution
3. Professional Services Agreement



June 16, 2022

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

VIA ELECTRONIC MAIL

Re: Proposal – Interim Hauler Negotiation & RFP Selection Process

Dear Mr. Santillan:

Per our discussion, herein is our proposal for assisting the City of Selma in: (1) negotiating necessary rate adjustments and franchise agreement amendments to facilitate new SB 1383 programs; (2) prepare a Request for Proposals (RFP) package for formal solicitation exclusive franchise hauler services to meet SB 1383 mandates; and (3) reviewing and advising on proposals received, as well as developing and overseeing a formal proposal scoring review and scoring processes. Lastly, we will assist and support the City in final contract negotiations and review the plan for transition in service (if applicable) to ensure its effectiveness.

This letter proposal is segregated into the general tasks required to perform the work outlined above. The timeframe suggested for RFP process is 12 to 15 months, and we plan to work concurrently on negotiations with your existing service provider. Due to the timing of SB 1383 regulations and enforcement, we can also assist in meetings and communication with CalRecycle through this process to help inform them of the actions the City is taking to reach and maintain compliance. While the dates of new contract award, from the RFP process are somewhat flexible, we recommend at least 120 days for transition of service. Therefore, if the current service provider is not selected, the City would need to finalize its selection of a new franchised hauler by March 1, 2024 to start new services on July 1st.

We project 260 hours will be required to complete this scope of work. At our billing rate of \$135 per-hour the total proposed budget is a not-to-exceed cost of \$35,100. Mr. Michael Balliet will perform the majority of project work, with additional staff in supporting roles only. We will prepare monthly reports and billings to assist the City in tracking our activities and progress. While the City will certainly be reimbursed for this cost through RFP cost reimbursement requirements, we believe cost-effective assistance is important to keep the final negotiated rates as low as possible.

Below is a description of the task work required to complete the scope of work within a 12 to 15-month period:

Task 1 Negotiate Interim Rates and Franchise Amendment

SB 1383 regulations became effective on January 1, 2022. These regulations place significant and new burdens upon both residential and commercial hauling, as well as extensive administration, monitoring, and reporting requirements on your municipality.

In this task we will endeavor to create an amendment to your current franchise agreement that incorporates all needed “enforceable mechanism” (required by SB 1383) for the activities you are delegating to your franchise hauler. We will also review proposed rates, services, and facilities to insure they meet SB 1383 requirements and are reasonable with respect to the cost of providing said services.

We will request and review rate adjustments in a format that displays the haulers cost assumptions and requested profit margins. Additionally, we will ask for a detail of compliance programs to be employed and work with City staff to negotiate and amend as applicable.

The goal of this task is to establish reasonable rates and all required services to bridge the SB 1383 compliance gap until new services (resulting from the RFP) begin July 1, 2024.

Task 2 Development of the Request for Proposals Package

The City must make several important determinations prior to composing a complete and effective RFP package. How best to meet City revenue requirements, how and where to incorporate new State mandates into franchise service provision requirements, what new monitoring and reporting functions to require the hauler to perform or provide annual payments to the City to fund, while being responsive to the service needs of ratepayers.

A review of current and pending State mandates, as well as service provision requirements that have been incorporated into Senate Bill 1383 (SB 1383), will drive a significant shift in the number and type of required compliance programs for both residential and commercial customers. A thorough understanding of these State mandates must be imparted to elected officials, as well as the various stakeholders in the RFP process. We are suggesting three (3) informational workshops with city staff, elected officials, and/or public stakeholder groups. The planned workshops will present legislative mandates, discuss service provision requirements and optional services, and detail options for mandated actions that are typically not provided by franchised haulers.

Meetings with City staff and the City Attorney are also needed. Primarily this is to review the proposed franchise agreement structure, using either the City Attorney’s approved form or one the consultant believes is appropriate, and then establish what changes are needed and/or desired to incorporate into the new agreement. While some terms will be negotiated with the selected bidder, the RFP package should contain a complete draft agreement for review and notation of exceptions by the bidders. Exceptions to the City’s draft should be a review component that is considered in the proposal scoring process.

Finally, development of the RFP package requires working with the City and your current hauler to establish the containers in service for each type of collection program, the corresponding tonnages collected, and any special or unique service requirements within the City. Also, a general description of current compliance programs (e.g. what is collected and where/how it is processed), diversion rates by program, and the City's compliance standing with all State mandates must be compiled. This current service/compliance information is then blended with City/stakeholder input to provide both background information and specific service requests for bidders to incorporate into their proposals.

This process will eventually lead to the preparation of a draft RFP document that is designed to guide bidders in successfully preparing their responses. This document is accompanied by a draft franchise agreement to complete the "package" that will be advertised and submitted to interested firms. Our project budget anticipates a series of reviews, followed by performing requested revisions, in order to ensure the final RFP package incorporates all desired information and direction. Our goal is to have this package completed and ready for City Council/Staff approval within 9 months of the commencement of project work (ready to issue on or after March 31, 2023).

Proposed Schedule Prior to Issuing the RFP:

July 2022 to September 2022 – Begin developing RFP draft, gather service information, provide sample agreement and key SB 1383 language to City Attorney, and identify areas of service where City/stakeholder input is needed. Identify revenue/service goals and provide analysis to assist City manager and designated RFP personnel (City Treasurer, etc.). Initial meetings with City team on RFP and staff/council/stakeholder input process.

October 2022 to January 2022 – Follow-up meetings with City Attorney and City staff on RFP document and agreement. Hold workshops and revise RFP document.

February 2022 to March 2022 – Finalize draft franchise agreement and RFP package for presentation and approval by City Council (if necessary).

Task 3 Overseeing the RFP Process

Assist the City in posting and otherwise making the finalized RFP package available to all potential bidders to start the formal RFP process. This is followed by a pre-bid meeting, a tour of the City (optional), and follow-up communication to ensure all bidders are aware of the City's requirements, associated timelines, and the various service areas within the City. We recommend making the pre-bid meeting mandatory and limiting any subsequent questions and responses to an email format (typically we set a question-and-answer period of two to four weeks, with answers to each week's questions provided on Friday afternoon). This question protocol does not apply to the mandatory pre-bid meeting, since all firms are represented and privy to all questions and answers provided.

We believe a 90-day period for proposal preparation, after the pre-bid meeting, is the timeframe required to ensure quality submissions from interested bidders. A longer term is OK. However, we would not recommend any period shorter than 60 days. During this time

the City can finalize its list of proposal reviewers and those that will participate in interviews of selected bidders. To assist in this process, we will develop a scoring sheet and oversee a meeting with reviewers to discuss the scoring criteria and review process. If the number of bidders warrants, or if there is not a clear 100% consensus among the review committee, we recommended an interview process be employed so that the review committee can directly question the bidders to help finalize their scoring. While we can certainly incorporate interviews of all bidders, our recommendation is to limit this process to the firms you are strongly considering for final selection after initial proposal and pricing reviews.

We will develop one or two reports for submission to the City Council that summarize the RFP process and the review committee findings. Only one report will be issued if the review committee clearly believes a single bid is superior. A second report will be issued if multiple bidders are selected for interviews before a final selection is made. If that is the case our first report will describe the process employed and present the City Council with the finalists to be interviewed, and why they were selected. The second report will then make the recommendation for final selection. With City staff approval, we will assist in presenting the report(s) to City Council and field their questions on the RFP and review process.

Once a final decision has been made by the City Council, we will assist City staff and the City Attorney in the final negotiation process, including work with the selected firm to develop their service transition plan.

General Activities - RFP Issuance through Selection:

- Issue RFP electronically through selected websites and municipal bidder portals. Send emails inviting bids from all haulers servicing exclusive franchises within a 50-mile radius of the City of Selma.
- Hold mandatory pre-bid meeting and City tour with interested firms.
- Select review committee members and draft/finalize scoring criteria.
- Bid due date sometime within a 120 to 180 day time period from RFP being issued. Weekly response to bidder questions during a designated 2 to 4-week period, as specified in the RFP.
- Review and score proposals. Determine if interviews are needed, if so schedule and conduct. Finalize selection and prepare staff report to present to City Council
- Negotiate with chosen firm, finalize agreement, and receive transition plan.
- Present report and final selection to City Council for approval.
- Agreement execution and finalize transition plan.

Thank you for the opportunity to assist you in this process. We are prepared to commence work at your direction.

Sincerely,

Submitted Via Email – Proposal Pricing Good for 60 days

Michael L. Balliet
Michael Balliet Consulting, LLC

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT WITH MICHAEL BALLIET CONSULTING (MBC) FOR THE PURPOSE OF EVALUATING SB 1383 COMPLIANCE, SOLID WASTE SERVICES, RFP PREPARATION, AND RELATED STATE MANDATES

WHEREAS, the City of Selma is authorizing the City Manager to execute a professional services agreement with Michael Balliet Consulting (MBC) for the purpose of evaluating SB 1383 compliance, solid waste services, RFP preparation, and related state mandates; and

WHEREAS, the total fees associated with this project were approved within the General Fund of the FY 22/23 City Budget and shall not exceed \$35,100, unless duly approved for additional amounts;

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

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

SECTION 2. The work performed will be consistent with the work details listed in the proposal provided by Michael Balliet Consulting (MBC) titled “Proposal – Interim Hauler Negotiation & RFP Selection Process,” date June 16, 2022.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 19, 2022 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Michael Balliet Consulting ("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, 2023, 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 thirty-five thousand one hundred dollars (\$35,100) 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:	Michael Balliet Michael Balliet Consulting, LLC 30181 Outpost Rd, San Juan Capistrano, CA 92675

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”
Michael Balliet Consulting, LLC

By: _____
Fernando Santillan, City Manager

By: _____
Michael L. Balliet

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Mary Lerner, City Attorney

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

EXHIBIT A
SCOPE OF SERVICES

See Attached “Proposal – Interim Hauler Negotiation & RFP Selection Process”

EXHIBIT B
RATE SCHEDULE

See Attached "Proposal – Interim Hauler Negotiation & RFP Selection Process"

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

July 18, 2022

ITEM NO: 6.

SUBJECT: Consideration of appointments to various City Commissions

DISCUSSION: There are five City Commissions to which the Council has the discretion to appoint some or all of the members. Each Commission has an issue, policy and/or program focus. The Council relies on these groups to advise them on a wide range of issues affecting the City and to assure they are responsive to community needs.

The Council is committed to providing all citizens with access to specific and current information about the City Commissions so they might pursue the opportunity to serve on, and participate in, the operations and processes of local government. Anyone living in Selma is encouraged to apply for positions on Commissions which are of interest.

Attachment "A" is a list of commissioner positions with terms that are set to expire this month along with vacancies. The list contains all appointive terms for Commissions with the names of the appointee and terms of office.

Attachment "B" is the incumbent interest forms as well as current applications on file for Council consideration on all the positions with expiring terms.

Planning Commission: One term is expiring, one incumbent has reapplied, and there is no applications on file with the City.

Recreation & Community Services Commission: One term is expiring (Ken Robison is out of State and has expressed interest in remaining on the Commission). There are three vacancies to fill and one application is on file.

Pioneer Village: Four terms are expiring, and we have two vacancies to fill. Four incumbents have reapplied, and there is one application on file.

Measure "S" Oversight Committee: There is one vacancy, with one application on file.

Personnel Commission: No terms and no vacancies this year.

Persons wishing to apply for membership to a City Commission must complete an application form and deliver it to the Clerk. The application and further information, on each specific Commission is available on the City's website as previously requested by Council, and as required by the Maddy Act. Applications are received on an ongoing basis in the City Clerk's office.

RECOMMENDATION: Staff recommends that the City Council review the applications for the various City Commissions and related attachments, and consider the appointments.

Reyna Rivera, City Clerk

Fernando Santillan, City Manager

Attachment A

C I T Y O F S E L M A

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

COMMISSION NAME	TERM EXPIRES	APPLICATIONS ON FILE
<u>Planning Commission (4 year Terms)</u>		
Johnny Gonzalez	6/30/2023	
Ramza Coury	6/30/2023	
Parveen Sandhu	6/30/2024	
Nidya Juarez	6/30/2024	
Greg Garcia	6/30/2025	
Theresa Salas	6/30/2025	
Mandeep Singh - Reapplied	6/30/2022	
<u>Recreation & Community Services (2 year Terms)</u>		
Santiago Ocegüera	6/30/2023	
Diego Haro	6/30/2023	1. Yolanda Torrez
Ken Robison	6/30/2022	
Vacant	6/30/2022	
Vacant	6/30/2022	
Vacant	6/30/2023	
Andrea Affrunti	No Expiration	
<u>Personnel Commission (4 year Terms)</u>		
Rosemary Alanis	6/30/2023	
Louis Franco	6/30/2023	1. Yolanda Torrez
Danny Serimian	6/30/2025	
Theresa Salas	6/30/2025	
Greg Garcia	6/30/2025	
<u>Pioneer Village Commission (2 year Terms)</u>		
Char Tucker	6/30/2023	
Vacant	6/30/2023	1. Joel Fedor
Vacant	6/30/2022	
Robert Allen - Reapplied	6/30/2022	
Jesse Crouch - Reapplied	6/30/2022	
Louis Franco - Reapplied	6/30/2022	
Mike Valverde- Reapplied	6/30/2022	
<u>Measure "S" Oversight Committee (3 year Terms)</u>		
Louis Franco	6/30/2024	
Charlotte Tucker	6/30/2024	1. Yolanda Torrez
Vacant	6/30/2024	
Michael Ridgway	6/30/2023	
Jennifer Earle	6/30/2023	

**City of Selma
Incumbent Commissioner
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☒ Planning ☐ Pioneer Village ☐ Measure "S" Oversight
☐ Personnel ☐ Recreation & Community Services

NAME Mandeep Singh

ADDRESS [REDACTED]

CITY Selma

EMAIL ADDRESS [REDACTED]

Home Telephone No. [REDACTED] Cell Phone No. [REDACTED] Business No. [REDACTED]

Employed by: [REDACTED] Position: [REDACTED]

If need be may we call you at work? Yes ☒ No ☐

What has been the best part of your service on this commission? [REDACTED]

The best part of the my service on the planning commission in my views is the every single meeting.

Every time, my aim is to serve the community along with the development, progress and safety of our

community. On the commission, we always consider the concerns of all the citizens of the city both

(long time citizens and new citizens) and with the aim to develop and establish more business within our city.

☞, I aim and hope for creating more jobs locally for our youth and others.

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed [REDACTED]

Date 06/06/2022

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

July 18, 2022 Council Packet

6-29-22
HWD

**City of Selma
Incumbent Commissioner
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning ☒ Pioneer Village ☐ Measure "S" Oversight
☐ Personnel ☐ Recreation & Community Services

NAME

Louis Franco

ADDRESS

[REDACTED]

CITY

Selma

EMAIL ADDRESS

Home Telephone No.

[REDACTED]

Cell Phone No.

[REDACTED]

Business No.

Employed by:

Position:

If need be may we call you at work?

Yes ☒

No ☐

What has been the best part of your service on this commission?

Giving back to the community

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed

[REDACTED]

Date

6-29-2022

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

6.24.2022
KWD

**City of Selma
Incumbent Commissioner
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning ☒ Pioneer Village ☐ Measure "S" Oversight
☐ Recreation & Community Services ☐ Personnel ☐ Measure "P" Oversight

NAME Robert L. Allen

ADDRESS [REDACTED]

CITY Selma EMAIL ADDRESS [REDACTED]

Home Telephone No. [REDACTED] Cell Phone No. [REDACTED] Business No. [REDACTED]

Employed by: [REDACTED] Position: [REDACTED]

If need be may we call you at work? ☐ Yes ☐ No

What has been the best part of your service on this commission? Helping to
foster the history of Selma and the Community -
making a facility that can be used to highlight
the Community and culture that makes us Selma

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed [REDACTED] Date 6/24/2022

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

RCD 628

**City of Selma
Incumbent Commissioner
Interest Form**

I hereby express interest in being reappointed to the following Commission:

☐ Planning ☒ Pioneer Village ☐ Measure "S" Oversight
☐ Personnel ☐ Recreation & Community Services

NAME Mike Valverde

ADDRESS [REDACTED]

CITY Selma

EMAIL ADDRESS [REDACTED]

Home Telephone No. [REDACTED] Cell Phone No. [REDACTED] Business No. [REDACTED]

Employed by: [REDACTED] Position: [REDACTED]

If need be may we call you at work? Yes ☒ No ☐

What has been the best part of your service on this commission? [REDACTED]

the best part of service on this commission is
being apart of taking care of the Pioneer Village and
being able to give back to the city of Selma.

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed [REDACTED]

Date 6/28/2022

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

**City of Selma
Incumbent Commissioner
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning ☒ Pioneer Village ☐ Measure "S" Oversight
☐ Personnel ☐ Recreation & Community Services

NAME

Jesse Crouch

ADDRESS

[REDACTED]

CITY

SELMA

EMAIL ADDRESS

[REDACTED]

Home Telephone No.

Cell Phone No.

Business No.

Employed by:

[REDACTED]

Position:

If need be may we call you at work?

Yes ☒

No ☐

What has been the best part of your service on this commission?

Helping

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed

[REDACTED]

Date

JULY 14-22

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

RECEIVED
JAN 24 2019

CITY OF SELMA
COMMISSION APPLICATION

City of Selma

I hereby request to be considered as a nominee for the following City Commission or Committee:

☐ Planning /Traffic-Streets

☒ Recreation &
Community Services

☒ Personnel

☐ Pioneer Village

☐ Measure "P" Oversight

☒ Measure "S" Oversight

NAME

ADDRESS

CITY

Home Telephone

Cell Phone N

Employed

I have been a registered voter in the City of Selma for 30 years.

I have been a resident of Selma for 52 y

Have you ever been convicted of a felony? Yes _____ No X

(If your answer is "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach it to this form).

Please state your educational background:

Wanford High School Graduate

2 yrs of Cosmetology School - UNLV

Please list any organizations of which you are a member and any offices you have held in those organizations:

Amistec Justice Institute for
Margaret Mason Center

Please list any appointed public boards, commissions, or committees on which you have served, dates of service, and any chairmanship or office held:

Delmar Unified School District -
Safety Committee - 2013 2014

Do you believe your experience (personal, educational, professional) applies to your effectively serving on this Commission/Committee? If so, please explain:

I strongly feel my experience with
the above organization committee has
given me the opportunity to work
closely with individuals to resolve
conflict and find resolutions to be
open minded to other ideas.

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, please explain:

My goal is to professionally represent the City of Selma. Work hard to find solutions in an effective and creative manner.

References:

Rob Allen - Chamber of Commerce - 891-2235
Michael Kucman - Director Selma Recreation - 891-2237
Ganice Baker - Business Owner - 281-6715

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is NOT CONFIDENTIAL in any way."

Signed

Date

1-23-19

PLEASE RETURN YOUR COMPLETED APPLICATION TO THE CITY CLERK OF THE CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662

6/30/22
news

**CITY OF SELMA
COMMISSION APPLICATION**

I hereby request to be considered as a nominee for the following City Commission or Committee:

☐ Planning /Traffic-Streets

☐ Personnel

☐ Recreation &
Community Services

☒ Pioneer Village

☐ Measure "P" Oversight

☐ Measure "S" Oversight

NAME Joel Fedor

ADDRESS [REDACTED]

CITY Selma STATE CA ZIP 93662

Home Telephone No. [REDACTED] Business Telephone No. [REDACTED]

Cell Phone No. [REDACTED] Email Address: [REDACTED]

Employed by: [REDACTED] Position: [REDACTED]

I have been a registered voter in the City of Selma for 24 years.

I have been a resident of Selma for 24 years.

Have you ever been convicted of a felony? Yes ☐ No ☒
(If your answer is "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach it to this form).

Please state your educational background:

My "formal" education ended after the 12th grade. My vocational education however began in 1986 where it continues to this day. As a business owner and tradesman, I give little credence to ones acedemic history, but rather put value on ones ability and willingness to learn and challenge themselves. My "formal education" ended in 1992, but since, I have gained many state certifications, many of which the city has benefitted from directly.

Please list any organizations of which you are a member and any offices you have held in those organizations:

Selma Business Alliance - Secretary, Selma Chamber of commerce - member, American Backflow Prevention

Association - Secretary, American Water Works Association - member

Please list any appointed public boards, commissions, or committees on which you have served, dates of service, and any chairmanship or office held:

Selma Planning Commission - member. I served the last half of an appointment that was vacated and was willing to

serve another full term but not chosen to do so. I do not have the exact dates of service, but it has been within the

last 4 years.

Do you believe your experience (personal, educational, professional) applies to your effectively serving on this Commission/Committee? If so, please explain:

I love Selma. I could stop there, but I won't. I have the heart of a servant and want to help all my fellow Selma

have the same feeling towards our town. There is nothing wrong with pride in ones city, and I believe that Pioneer

Village is a great, underrated, asset to our community. Working in the construction trade for 30 plus years, I am well

aware of what it takes to get a job done. A lot of my work is in the public works sector and am well versed in the

restrictions and rules therein. I am also an ametur historian and would love to see Selma have some sort of

museum type attraction to showcase our rich heritage.

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, please explain:

As previously stated, a museum or place to showcase our city, it's history, and its very real place in the development
of the central valley.

References:

My love for Selma and an honest desire to show it off as the
city it is will be my reference.

Other references available upon request.

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Signed



Date

6/30/2022

PLEASE RETURN YOUR COMPLETED APPLICATION TO THE CITY CLERK OF THE CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662