



Fresno County Multi-Jurisdictional Housing Element Update

Selma Study Session

Meeting Date: September 19, 2022



F R E S N O C O U N C I L O F G O V E R N M E N T S

September 19, 2022 Council Packet

Agenda



Introductions



Housing Element Overview/Contents



Regional Housing Needs Allocation (RHNA)



Changes to State Housing Law

Project Team

» Fresno COG

- Kristine Cai, Deputy Director
- Simran Jhutti, Associate Regional Planner

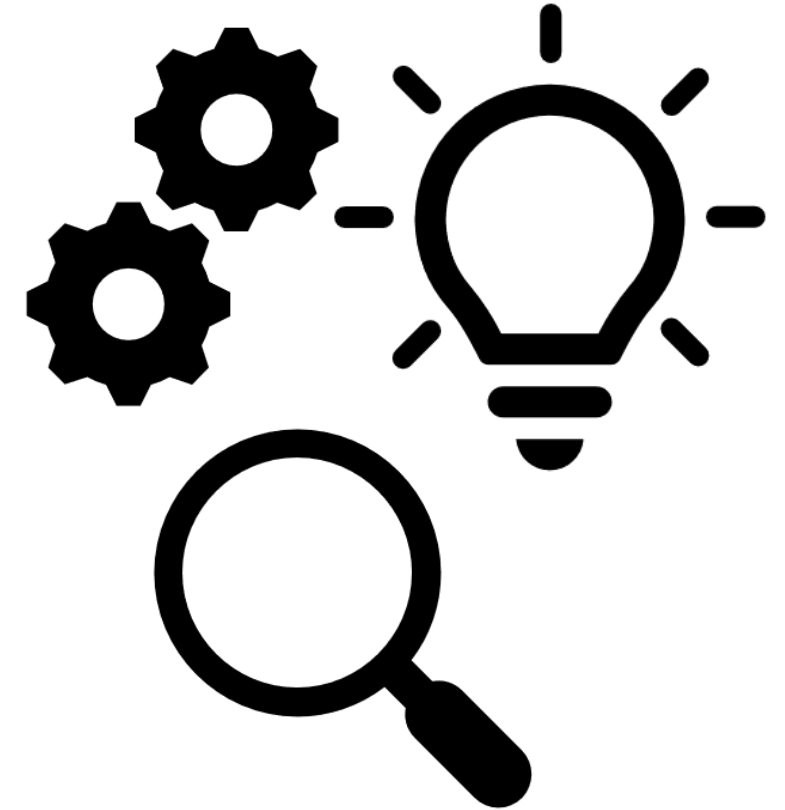
» Consultant Team

- Jennifer Gastelum, Project Director
 - PlaceWorks – **Amy Sinsheimer**, Cynthia Walsh, Lucy Rollins, Nicole West, Colin Drukker
 - Provost and Pritchard – Sara Allinder
 - Ascent – Chelsey Payne, Kim Untermoser, Heidi Gen Kuong

Fresno Council of Governments		
Unincorp. Fresno County	City of Coalinga	City of Firebaugh
City of Kerman	City of Fowler	City of Mendota
City of Parlier	City of Fresno	City of Huron
City of Sanger	City of Kingsburg	City of Selma
City of Orange Cove	City of San Joaquin	City of Reedley

Meeting Objective

- » Provide an overview of the Housing Element Update process and new laws
- » Share information about the schedule and regional documents being prepared
- » Gather initial input on potential housing issues and opportunities



Housing Element Overview



What is the Housing Element?

- » One of the eight mandated elements of the General Plan
- » Must be updated every 8 years
- » Adoption Deadline: December 31, 2023
 - 6th Cycle Planning Period: December 31, 2023 – December 31, 2031
 - 5th Cycle Planning Period: December 31, 2015 – December 31, 2023
- » Plan for accommodating the jurisdiction's “fair share” of the regional housing need (RHNA)



About the Housing Element

» Plans for housing needs of all economic segments of the community

- Must have adequate zoning to meet the housing needs (ordinance and zoning changes may be required as a result of the Housing Element)
- Must include goals and policies to ensure each jurisdiction provides adequate housing support for the entire community, including special needs households.

» Does not:

- Require the city or county to build the units
- Provide funding to build units
- Approve specific residential developments or projects

What does the Housing Element Include?

Regional Sections

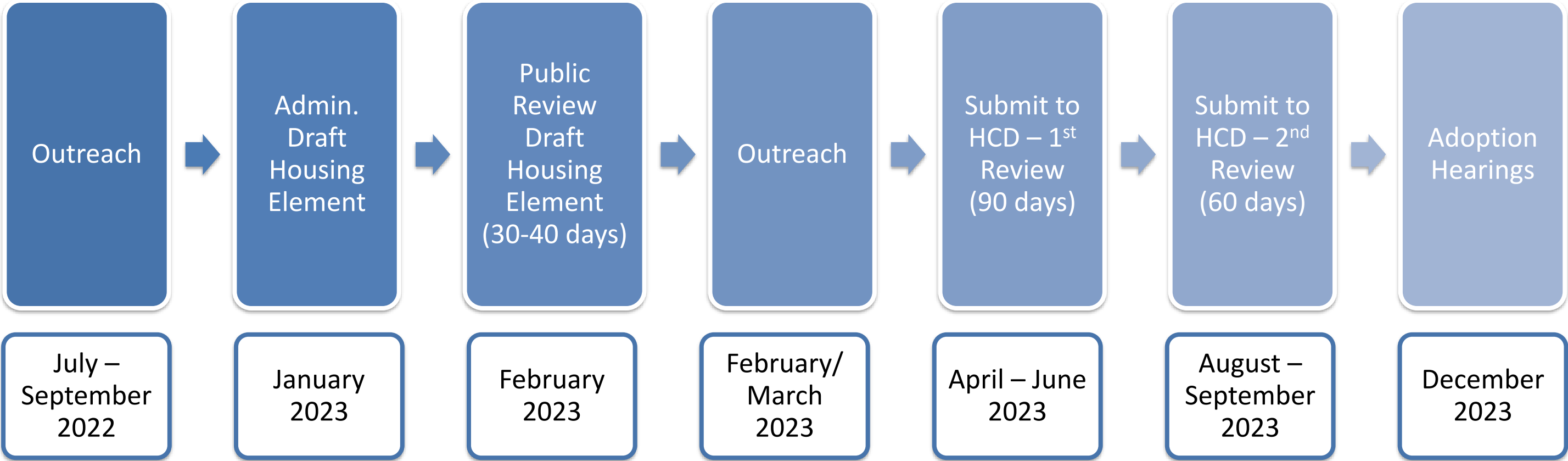
1. Introduction	Covers the purpose, process, and scope of the Housing Element
2. Countywide Background Report	Includes an analysis of the demographic profile, housing characteristics, and existing and future housing needs; an analysis of the potential market, governmental, and environmental constraints in the region
3. Countywide Analysis of Fair Housing	Includes a regional approach to addressing the new Assembly Bill 686, affirmatively furthering fair housing (AFFH) requirement
4. Countywide Housing Goals and Policies	Includes regional goals and policies that will help meet diverse housing needs
5. Summary of Sites Inventory	Includes a summary of the land, financial, and organizational resources available to address the identified housing needs and goals.

What does the Housing Element Include?

Local Sections

Section 1. Local Housing Needs Assessment	Include specific analysis of the at-risk units by jurisdiction as well as the preservation options
Section 2. Local Fair Housing Assessment	Address specific fair housing issues of each of the communities and reference jurisdiction-specific fair housing programs
Section 3. Local Sites Inventory and Analysis of Resources	Describes the jurisdiction-specific sites available to meet the RHNA
Section 4. Local Housing Constraints Analysis	Identifies potential jurisdiction-specific governmental constraints to the maintenance, preservation, conservation, and development of housing
Section 5. Local Implementation Programs	Details jurisdiction-specific implementation programs to be carried out over the planning period to address the regional housing goals
Section 6. Evaluation of Previous Housing Element	Describes the progress implementing the previous Housing Element's policies and action

Regional Efforts – Timeline



Regional Housing Needs Allocation (RHNA)



How is the RHNA Determined?

State Role

The State projects future housing needs at various income levels and allocates units to COGs Statewide

Total RHNA = 2,502,971



Regional Role

The COG develops a methodology to evaluate factors for distribution of units to each jurisdiction; methodology approved by HCD

Fresno COG RHNA = 58,298
Adopted June 2022

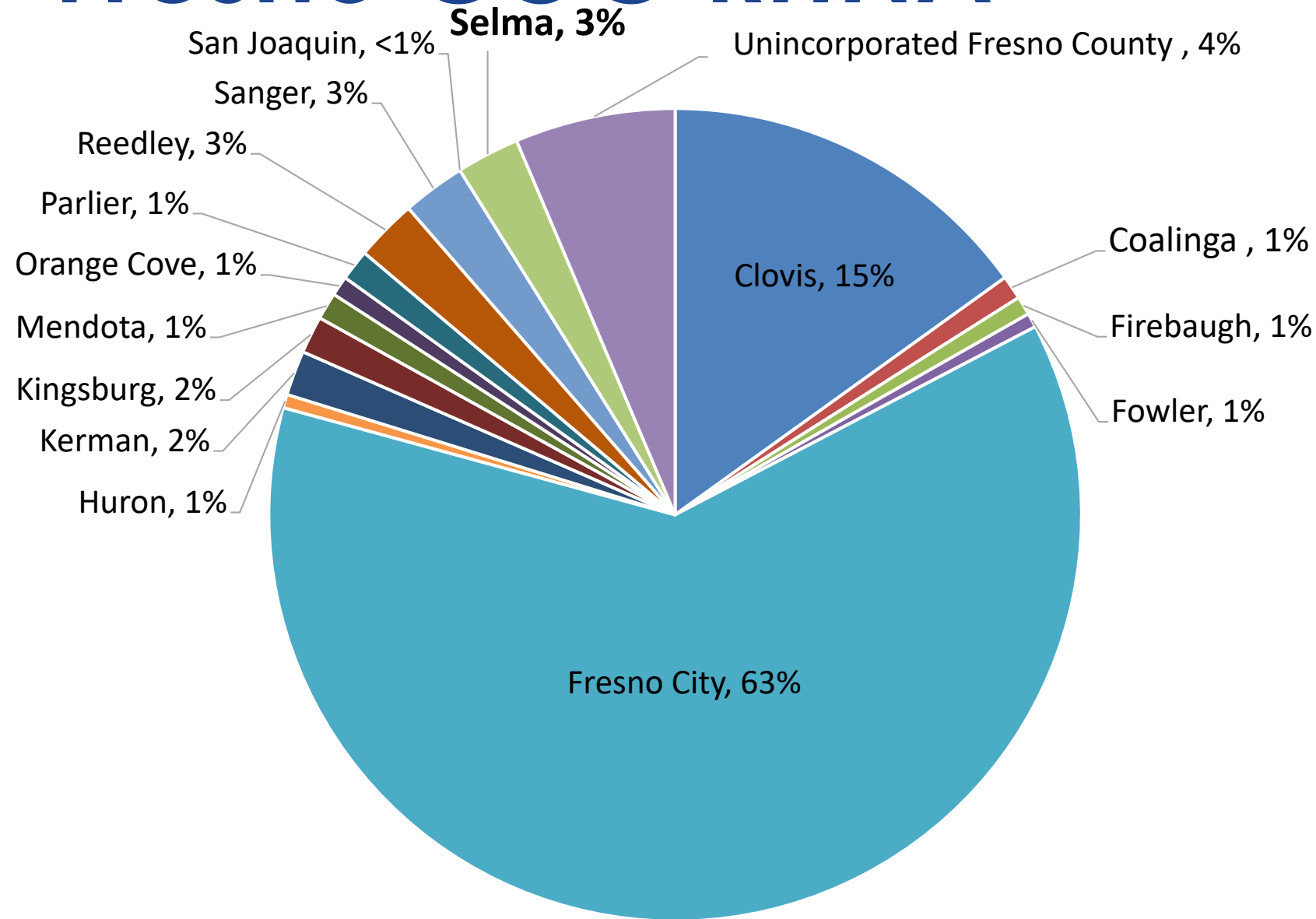


Local Role

Cities and counties are allocated units. They must then find ways to accommodate – enough land at appropriate densities



Fresno COG RHNA



Jurisdiction	RHNA Allocation	RHNA Allocation Percentage
Clovis	8,977	15%
Coalinga	566	1%
Firebaugh	443	1%
Fowler	339	1%
Fresno City	36,866	63%
Huron	319	1%
Kerman	1,063	2%
Kingsburg	882	2%
Mendota	642	1%
Orange Cove	469	1%
Parlier	733	1%
Reedley	1,463	3%
Sanger	1,494	3%
San Joaquin	200	<1%
Selma	1,492	3%
Unincorporated Fresno County	2,350	4%

Density to Accommodate the RHNA

Cities and counties must show adequate land zoned for housing to accommodate the RHNA at each income level

» Default density standard for lower-income housing (Section 65583.2(c)(3)(B)):

- Metropolitan jurisdictions: 30 units per acre
 - Fresno
- Suburban jurisdictions: 20 units per acre
 - Coalinga, Firebaugh, Fowler, Fresno County, Huron, Kerman, Kingsburg, Mendota, Orange Cove, San Joaquin, Sanger, **Selma**
- Nonmetropolitan w/micropolitan area: 15 units per acre
- Nonmetropolitan jurisdictions: 10 units per acre

Strategies to meet the 6th Cycle RHNA

Starting with sites from the 5th cycle element



Focus on sites larger than 0.5 acres and smaller than 10 acres



Look at Vacant and Underutilized sites



Projected Accessory Dwelling Units (ADU)



Consider Pipeline Projects and Specific Plans

Key Changes to State Law



New Laws

» AB 215: Updates to Housing Element Timeline

- Adds mandatory public review period for Housing Elements prior to HCD submission
 - 30-day minimum public review period, with an added 10 business days if comments are received
- Extends HCD's review period
 - Draft Element: 60 days → up to 90 days
 - Adopted Element: 90 days → up to 60 days
- Deadline for Housing Element adoption does not change (**December 31, 2023**)

New Laws

» AB 1398: Rezone Timeframe

- Requires jurisdictions to adopt a compliant Housing Element within 120 days of the deadline
 - If not in compliance by deadline, rezones must be completed within one year of the beginning of the planning period – if not completed, compliance may be revoked
 - If the Housing Element is adopted more than one year from the element due date, the element cannot be found in compliance until rezones are complete
- Removes the 4-year update consequence if adopted outside of the 120-day deadline

New Laws

» **AB 72: Accountability and HCD Enforcement**

- HCD may revoke housing element compliance for failure to complete housing element rezone obligation (or any other act or failure to act that is inconsistent with the housing element)
- HCD may report to the Attorney General violations of no net loss statute, housing accountability act, density bonus law, and fair housing law

» **AB 1397: Identification of Realistic Sites**

- If more than 50% of lower-income sites are non-vacant, the law assumes that the existing use will prevent redevelopment unless there is evidence to the contrary
- Sites smaller than 0.5 acres or larger than 10 acres are presumed inappropriate for lower-income housing unless there is a track record of similar development

New Laws

» SB 166: No Net Loss Zoning

- If a project is approved on a housing element site with fewer units or a different income category, cities must either:
 - Make a written finding that other housing element sites are adequate to meet the RHNA for lower- or moderate-income housing; or
 - Identify and make available within 180 days other sites zoned at a density suitable for lower- or moderate-income housing

» SB 35: Application Streamlining

- Applies if number of building permits issued is less than the share of the RHNA by income category for the reporting period.

New Laws

» SB 330: Removes “Roadblocks” to Development

- Prohibits downzoning and reduces process time
- No Subjective Design Standards

» AB 686: Affirmatively Furthering Fair Housing

- Housing Elements must:
 - Assess fair housing issues in the community
 - Analyze areas of opportunity and access to resources
 - Identify housing sites that foster an inclusive community and provide equitable access to resources
 - Identify strategies to address barriers to fair housing and combat discrimination and displacement
 - Include programs to implement these strategies

New Laws

» SB 9: Housing Development Approvals

- Legislation:
 - Allows 2 units per lot, for a potential of 4 units on single-family lots
 - Urban lot splits to be allowed within urbanized areas on lots that do not require demolition or alteration of moderate- to very low-income housing and will be roughly equal in size
- Impacts on the Housing Element Update Process:
 - Coordination with HCD to determine approach to meeting the RHNA
 - Analyzing how SB 9 units may help meet the moderate- and/or above moderate-income RHNA

Thank you



EDC Services Overview

Presented to the Selma City Council
Sept 19, 2022



OUR STORY

Spearheaded by Charles Tingey and in partnership with the Chamber of Commerce, the EDC was established in 1981. The Chamber board members recognized the need for a separate organization to provide complementing services to the local business community. 41 years later, EDC is an internationally award-winning organization supported by a 40 Member Board of Directors and over 100 public/private investors that provide a creative license to support innovation around business attraction, expansion and retention.

OUR MISSION

To market Fresno County as the premier location for business prosperity.

OUR VISION

To be recognized as the essential connection for expanding economic development in the Central Valley.

EXECUTIVE COMMITTEE



CHAIR
Nicholas Audino
*Newmark Pearson
Commercial*



VICE CHAIR
Andy Haussler
City of Clovis



SECRETARY
Al Solis
*Sol Development
Associates, LLC*



TREASURER
Frank Hambalek, Jr.
*Wiebe Hinton
Hambalek, LLP
CPA*



PAST CHAIR
Ed Dunkel
*Precision Civil
Engineering, Inc.*



DESIGNATED DIRECTOR
Paul Nerland
County of Fresno



DESIGNATED DIRECTOR
Georgeanne White
City of Fresno



AT-LARGE DIRECTOR
John Brelsford
*Diversified
Development Group*



AT-LARGE DIRECTOR
Richard Caglia
Caglia Environmental



AT-LARGE DIRECTOR
Raj Beasla
Pacific Gas and Electric

BOARD OF DIRECTORS

Robert Amaro, JPMorgan Chase & Co.

Steve Brandau, Fresno County Board of Supervisors

Christopher A. Brown, Fennmore, Dowling Aaron

Adam Goldfarb, Manco Abbott, Inc.

Carole Goldsmith, SCCC

Derek Hayashi, Valley Health Team

Debbie Hunsaker, Alert-O-Lite, Inc.

John Jansons, Westside Cities

Mike Karbassi, City of Fresno, Councilmember

Kurt Madden, Career Nexus

Scott Miller, Fresno Chamber of Commerce

Wade Nogy, Kaiser Permanente

Dr. Ram Nunna, California State University, Fresno

Ross Parnagian, Fowler Packing

Ken Ramos, Central Valley Community Bank

Emilia Reyes, Fresno Economic Opportunities
Commission

Chuck Riojas, FMKT Building Trades

Peter Sanchez, Fresno Metropolitan Flood Control

Josh Sherfield, Quiring General, LLC

Buk Wagner, Colliers International

Tyrone Roderick Williams, Fresno Housing

Katie Zenovich, Community Medical Centers

Nicole Zieba, Five Cities JPA

Tom Zimmerman, CORE Business Interiors

ADMINISTRATION



Lee Ann Eager
President & CEO



Sherry Neil
Chief Operating
Officer



Paul Thorn
Controller



Merritt Pacini
Executive
Assistant

5 CITIES JPA - EDC PARTNERSHIP

Long standing partnership serving Eastside cities

- Membership: 7 Eastside cities & County of Fresno
- Board of Directors– Elected Representatives
- Executive Committee– CAO/City Managers or designee
- EDC Administers Quarterly Meetings between Five Cities and EDC Staff
- Coordination on city requests and EDC services



EDC Services



EDC Services for Five Cities JPA

- Administration
 - Government filings
 - Budgets, Minutes, Logistics
- Business Development
 - Expansion/Retention: focused local business engagement
 - Attraction: Coordinate requests, site selection efforts and trade shows & missions (attraction)
- Capacity Building
 - Technical subject matter expertise
 - Policy Development/Support
 - Grant development
 - Guest speakers
- Marketing/Promotion
 - Develop Local Business Resources
 - Digital Marketing
 - Brand launch Events (CenterPoint District)

5 CITIES JPA to CenterPoint District



- Growth from 5 to 7 members prompted rebranding
- Jeffrey Scott Agency tasked for brand development around regional challenges and opportunities
- Regional cohesion around one brand and core values for collective promotion
- Leveraging strengths as a region (population/commute shed)
- [Fresnoedc.com/CenterPoint](https://fresnoedc.com/CenterPoint)

BUSINESS ATTRACTIONS



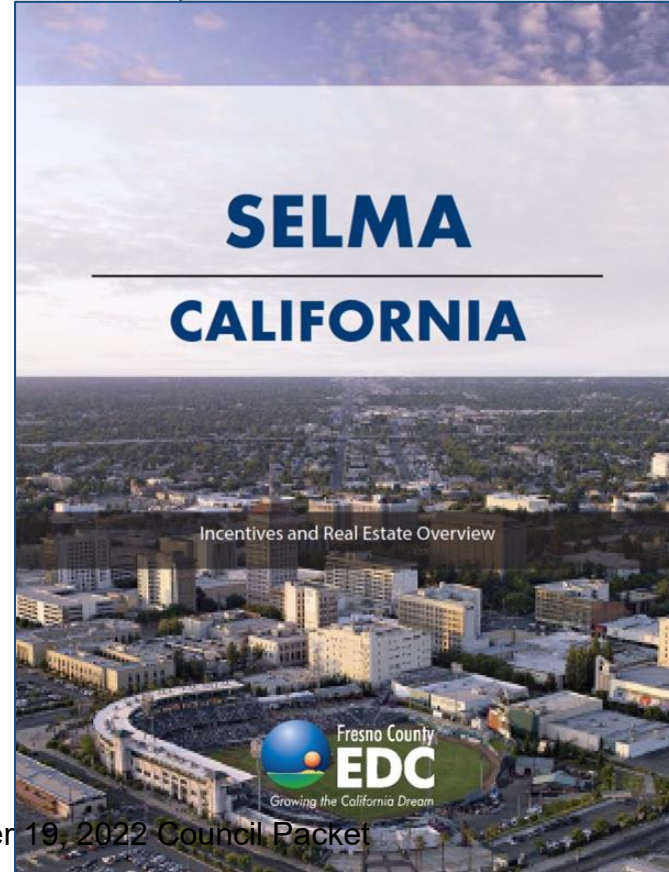
Julian Ramos
Client Services
Manager



Tiffany Louk
Business
Attractions
Specialist

Customized Request for Information (RFI) response packets that include:

- Location competitive advantages
- Available real estate
- Local incentives
- Regional data
- Industry data
- Labor availability
- Quality of life



Available Retail Sites

LOCAL INCENTIVES

ed up to develop the Enhanced
Enhanced Rate reduction on

sharing incentives available to
to consider and negotiate a
(isms).

amples of revenues generated

ible revenue sharing subsidies
Taxes, and any other local

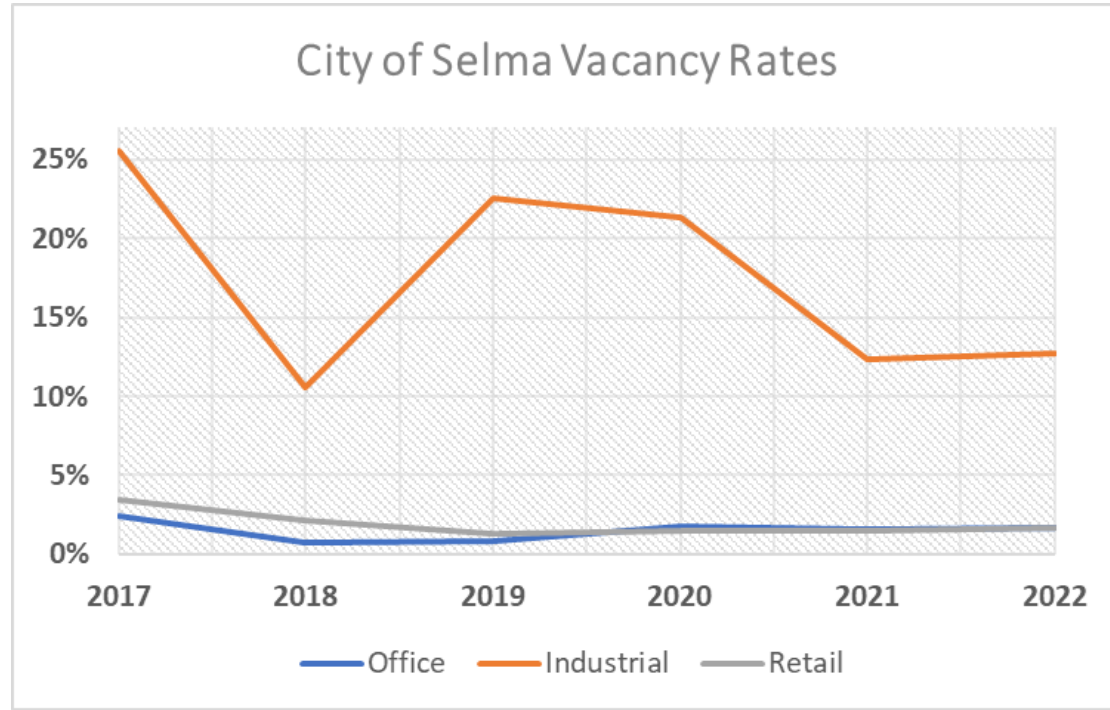
ounty's Plan Review/Building

producing development
ER would save \$176,000 in

rs.com
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SELMA VACANCY RATES



BUSINESS EXPANSION & RETENTION



Miguel Ruelas
Business
Expansion and
Retention
Coordinator



Marcella Lara
Retention
Specialist



Darian Galindo
Retention
Specialist

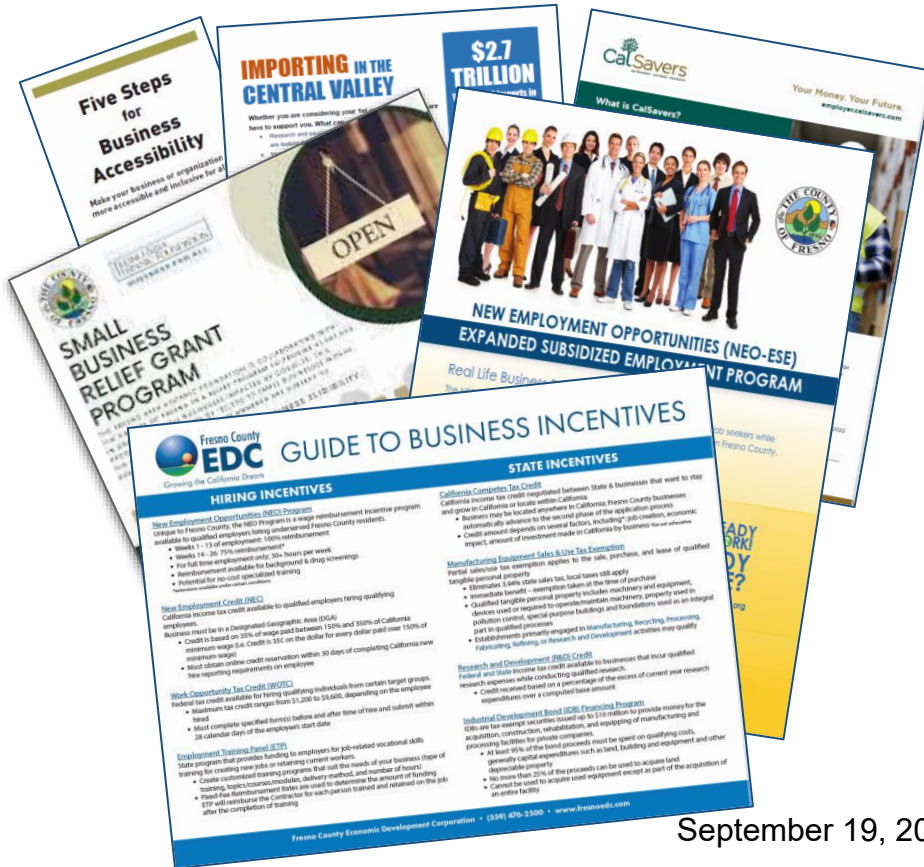


Charlene Holguin
Economic
Development
Specialist



Jackie Cuevas
Economic
Development
Specialist

SELMA BUSINESS EXPANSION & RETENTION IMPACTS



Connect businesses to resources and incentives:

- Workforce
- Financing/Tax Credits
- Fee Reductions
- Import/Export of products
- Energy Savings

Pandemic Era Impacts:

- 179 Unique Engagements (Annual Average)
- 139 Resource Referrals (Annual Average)
- \$39K in wage reimbursements
- \$155k in HUB Grants to 31 businesses

\$194K in Direct Funding to Local Businesses

WORKFORCE TRAINING PROGRAMS

INTEREST IN TRUCK DRIVER TRAINING

TRUCK DRIVER TRAINING

FOCUSED ON LOCAL AND LONG DISTANCE TRUCK DRIVING
PREPARES STUDENTS FOR DMV CLASS A LICENSE EXAM!

ORIENTATION: SEPTEMBER 8TH, 1:00PM
CLASS STARTS: 10/10/2022

FOR MORE INFORMATION
CONTACT AURELIO PRECIADO
(559) 600-9537



MINIMUM QUALIFICATIONS

- ACTIVE LICENSE FOR AT LEAST 1 YEAR
- CLEAN DMV RECORD
- SUBMIT DMV K4 REPORT TO JOB SPECIALIST
- NO RESTRICTIONS TO DRIVER'S LICENSE
- 8TH GRADE READING LEVEL
- PASS DRUG TEST
- PASS MEDICAL EXAM
- ACTIVE CALWORKS CASE

John Lawson
Truck Driving Program

WANT A CAREER IN THE TRADES INDUSTRY?
Valley Apprenticeship Connections
IS THE PLACE FOR YOU!

Register for Orientation NOW!
Class begins **January 3, 2023**

WHAT STUDENTS GET:

- 12 Weeks Training Program
- 9 Certifications upon completion
- Acquire construction related skill-sets
- Soft-skill attainment
- "Meet & Greet" opportunity with associated builders and contractors

MINIMUM REQUIREMENTS:

- Must be 18 years old
- Active CalWORKs
- Welfare-to-Work participant

Location
Fresno EOC
1900 Mariposa St.
Suite 350
Fresno, CA 93721

For more information, call:
Aurelio Preciado, Jr.
559-600-9537





SCAN ME

Valley Apprenticeship Connections

CENTRAL VALLEY TRAINING CENTER



**CENTRAL VALLEY
TRAINING CENTER**
BUILDING CAREERS. CREATING POSSIBILITIES.

At the Central Valley Training Center in Salina, we help students prepare for careers in over ten different trades. Over a 12-week course, you'll receive comprehensive and innovative introduction to careers as in:

- BRICKLAYER
- CARPENTER
- CEMENT MASON
- ELECTRICIAN
- IRON WORKER
- TEAMSTER
- OPERATING ENGINEER
- PAINTER & ALLIED TRADE
- PLUMBER & PIPE FITTER
- ROOFER/WATERPROOFER
- SHEET METAL WORKER

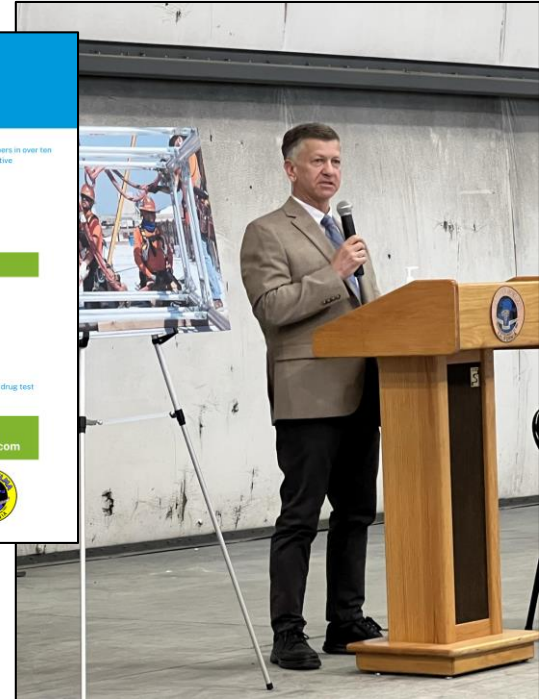
SIGN UP TODAY

COHORT 7
SEPTEMBER 19, 2022 -
DECEMBER 9, 2022

MINIMUM REQUIREMENTS:
Must be at least 18 years old | Have a valid driver's license | Ability to pass a drug test
APPLY ONLINE AT CVTPProgram.com

Have questions?
Contact Miguel Ruelas at mruelas@fresnoedc.com





SPECIAL PROJECTS & INITIATIVES



Will Oliver
VP of Business
Services



Chris Zeitz
Special Projects
Coordinator



Spencer Bremer
Research Analyst



Ross Williams
Research Analyst

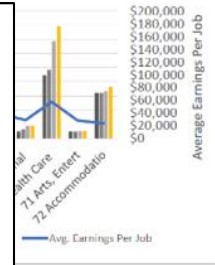
UTILIZING DATA TO DRIVE DAY-TO-DAY ACTIVITIES

EDC utilizes statistically sound data and analysis to drive our day-to-day activities around expansion, retention and attraction strategies.

- Economic impact reports
- Impact measurement
- Incentive/tax credit calculator
- Industry specific targeted recruitment analysis
- Jobs-skills gap analysis
- Market gap/leakage reports (e.g. Retail Market Report)
- Program performance evaluation
- Quarterly top jobs analysis
- Synthesization of growing industry clusters and trends
- Grant support (i.e. EDA)



Chart 2: Share of Employment More Distributed than LQ



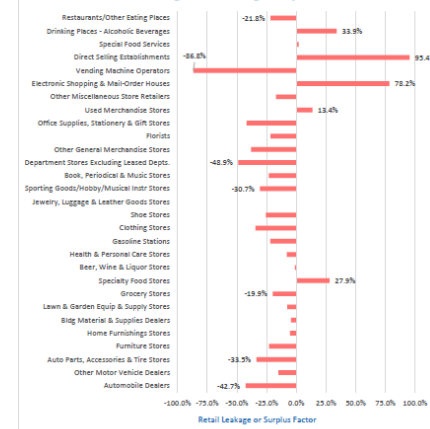
the sector had climbed to 15.9%, the Agriculture sector lost 1,387 jobs during the 2009-2019 period,

during the 2009-2019 period,

Retail Market Report: Shaw Corridor

Section 3.2 Retail Leakage Summary

Figure 7. Leakage-Surplus Factor



Source: EDC creation using ArcGIS Business Analyst data

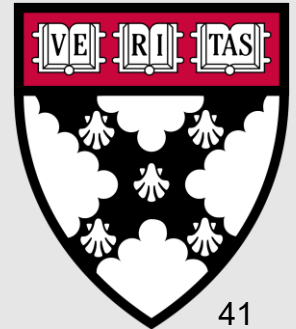
Note: The Leakage-Surplus Factor is calculated as the difference between supply and demand (the retail gap) divided by the sum of demand and supply, converted to a percent. The leakage-surplus factor allows us to understand the size of the retail gap (See Table 10, Next Page for a detailed breakdown of the Leakage-Surplus Factor).

Revamping Economic Development Approach

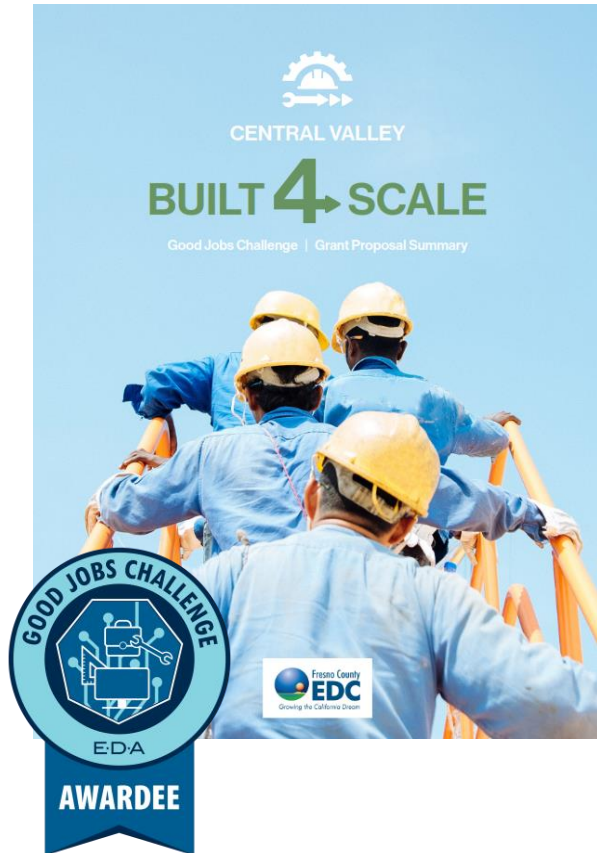
- Traditional Economic Development rewards cities that assemble the lowest cost of business and best value proposition (e.g. labor, logistics, taxes, real property).
- Centering corporate and investment value propositions around net impact flip the script to prioritize growth companies focused on creating shared value.
- Since 2019, planning underway with local partners and national thought leaders to establish **Fresno's Impact Economy**, revamping the traditional approach away from low cost of business but maximizing impact via a community-driven scorecard.

"Fresno EDC is exploring how a 'total impact' lens can provide valuable data for decision-makers seeking to increase value for a broad set of stakeholders. Within the public sector, impact-weighted accounting has the potential to shift the current paradigm that shapes economic development initiatives ... Fresno EDC is leading the way among public sector organizations to bring rigorous valuation methodologies into the economic development process to incentive positive impact for all stakeholders, from employees, to communities, to the environment."

- Katie Panella, Project Manager at Harvard Business School



EDA GOOD JOBS CHALLENGE AWARD



\$23 Million to support training for 2,500 job placements within 4 in-demand sectors: Business Services, Construction, Manufacturing, and Transportation

Four County Partnership: Fresno, Kings, Madera, and Tulare

4 Pillars & Core Components:

1. **Agile new programming** co-created by employers to increase entry-level and upskilled incumbent worker pipelines
2. **Strategic investments in existing career pathways** to scale impact
3. **Community informed, place-based services** including recruitment, case management, wraparound services and career navigation
4. **Best-in-class resource platforms** for jobseekers and partner CBOs

THANK YOU



Fresno County
EDC

Growing the California Dream



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

September 19, 2022

ITEM NO: 1.a.

SUBJECT: Consideration of a Resolution Approving Amendment I to Agreement for the Contract for the Community Development Block Grant (CDBG) Project No. 19651 Sidewalk Connectivity Project

DISCUSSION: The County of Fresno receives an annual allocation of CDBG grant funds from the federal government Department of Housing and Urban Development (HUD). The County makes a portion of these grant funds available to each of its participating cities based on the same HUD formula by which the County receives its funding. Each City participating in the County's CDBG program is invited to submit activity proposals for its portion of CDBG grant funds. The five participating cities include the cities of Fowler, Kerman, Kingsburg, Reedley and Selma.

The original agreement has an effective date of November 19, 2019, and on November 29, 2021, The City of Selma received authorization for a time extension for the Selma Sidewalk Connectivity Project, Community Development Grant Block Grant (CDBG) Project No. 19651; Agreement No 19-595.

The City received \$229,198.00 in CDBG funds for Project No. 19651. After opening the bids, costs were higher than anticipated and the total cost of the project was estimated to be \$349,585.00. The City requested additional CDBG funds for Project No. 19651.

Amendment I to the Agreement is receiving an additional \$88,065.00 to increase the total CDBG funds to \$317,263.00. The City of Selma committed local funds to the project in the amount of \$32,322.00.

The CDBG funds are being pulled from the City's 2019-2020 allocation, the City's 2022-2023 allocation and from the City's remaining CDBG balance of funds.

FISCAL IMPACT:

\$32,322 from Local Transportation Funds (LTF).

RECOMMENDATION: Staff recommends the City Council adopt a Resolution approving Amendment I to Agreement for the Contract for the Community Development Block Grant (CDBG) Project No. 19651 Sidewalk Connectivity Project.

Philip L. Romero, Interim City Engineer

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AMENDMENT I TO AGREEMENT FOR THE CDBG
PROJECT NO. 19651 SIDEWALK CONNECTIVITY PROJECT**

WHEREAS, the City of Selma has received funding through the Community Development Block Grant (CDBG); and

WHEREAS, the invitation to rebid for the CDBG Project No. 19651 Sidewalk Connectivity Project was advertised in the Sentinel on February 23, 2022 and March 2, 2022; and

WHEREAS, bids for the project were publicly opened and read aloud at the Selma City Hall on March 11, 2022 at 10:00 a.m.; and

WHEREAS, the bids received came in higher than anticipated and the City of Selma requested additional CDBG funds from the County of Fresno; and

WHEREAS, County of Fresno made available additional CDBG funds in the amount of \$88,065; and

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

1. The foregoing recitals are deemed true and correct.
2. City Council approve Amendment I for additional funds for CDBG Project No. 19651 Sidewalk Connectivity Project in the amount of Eighty-Eight Thousand Sixty-Five Dollars and No Cents (\$88,065.00).
3. The City will receive a total of \$317,263 in CDBG funds for Project No. 19651.
4. City Council authorize City Manager or Deputy City Manager to sign the Amendment I to the original Agreement for additional CDBG funds.

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 19th day of September, 2022 by the following vote:

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

Scott Robertson, Mayor

Reyna Rivera, City Clerk

AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT, ("Amendment I"), is made this ____ day of _____, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the CITY OF SELMA ("City").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the Community Development Block Grant (CDBG) Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, on November 19, 2019, the County and the City entered into Agreement 19-595 ("Agreement"), whereby \$229,198 in CDBG funds were made available to the City for the Selma Sidewalk Connectivity, Project No. 19651 ("Project"); and

WHEREAS, the City now has an additional \$88,065 from its allocation of CDBG funds that may be made available to the Project to reduce its local fund contribution under the Agreement; and

WHEREAS, the City has requested these additional CDBG funds in the amount of \$88,065 be made available to the Project for the purposes of this Agreement.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the City and the County agree to amend the Agreement as follows:

1. Page 1, Lines 15-20, is amended to read:

"WHEREAS, the City has estimated that total cost of the Project is \$349,585, and the City has committed local funds to the Project in the amount of \$32,322, and is in need of \$317,263 in CDBG funding to complete the Project; and

WHEREAS, the County can provide \$317,263 in CDBG funds needed for the Project from the City's 2019-2020 CDBG allocation (\$218,555), from the City's 2022-2023 CDBG allocation (\$88,065), and from the City's remaining balance of CDBG funds (\$16,679)"; and

2. The proposed Project budget on Page 2, Lines 23 through 25, is amended to read:

"Construction	\$299,585
Design & Construction Engineering	\$ 27,500
Contingency, Permits & Misc.	<u>\$ 22,500</u>
Total	<u>\$349,585"</u>

3. The proposed funding summary for the Project on Page 3, Lines 3 and 4, is amended to read:

"CDBG	\$317,263
Local Financial Contribution	<u>\$ 32,322</u>
Total	<u>\$349,585"</u>

4. That the dollar figure set forth on Page 2, Line 28, Page 3, Line 16, and Page 4, Line 20, is amended in each such place to read "\$317,263".

County and City agree that this Amendment I is sufficient to amend the Agreement, and that upon execution of this Amendment I, the Agreement and this Amendment I together shall be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All remaining provisions, terms, covenants, conditions, and promises contained in the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment I as of the day and year first hereinabove written.

CITY OF SELMA

COUNTY OF FRESNO

BY: _____
City Manager

BY: _____
Brian Pacheco, Chairman of the
Board of Supervisors of the
County of Fresno

Date: _____

Date: _____

ATTEST:

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

BY: _____
City Clerk, City of Selma

BY: _____

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N19651
ACTIVITY CODE: 7219

REMIT TO:

City of Selma
Attn: Fernando Santillan, City Manager
1710 Tucker Street
Selma, CA 93657
Telephone: (559) 891-2200

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

September 19, 2022

ITEM NO: 1.b.

SUBJECT: Consideration of a Resolution Approving Final Acceptance and Notice of Completion for Community Development Block Grant (CDBG) Project No. 19651, Sidewalk Connectivity Project

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

The project consisted of the following:

Construction of new concrete sidewalk, concrete drive approaches, ADA compliant concrete curb ramps and replace existing storm drain inlets.

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

RECOMMENDATION: Approve Final Acceptance and Notice of Completion for CDBG Project No. 19651, Sidewalk Connectivity Project, and authorize the City Manager or Deputy City Manager to execute same.

Philip L. Romero, Interim City Engineer Date

Fernando Santillan, City Manager Date

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING FINAL ACCEPTANCE AND NOTICE OF COMPLETION FOR
THE CDBG PROJECT NO. 19651 SIDEWALK CONNECTIVITY PROJECT**

WHEREAS, Don Berry Construction, Inc. a California Corporation, has completed the offsite work for the CDBG Project No. 19651 Sidewalk Connectivity Project); and

WHEREAS, the City Consultant has inspected the offsite improvements required by the City and all improvements required has been completed; and

WHEREAS, the City Engineer recommends acceptance of CDBG Project No. 19651 Sidewalk Connectivity Project and requests City Council to authorize the City Engineer to record the Notice of Completion for 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. City Council accept CDBG Project No. 19651 Sidewalk Connectivity Project and authorize City Engineer to record the Notice of Completion.

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 19th day of September, 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

Recording Requested By
City of Selma

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

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

THIS SPACE IS FOR RECORDING INFORMATION ONLY

NOTICE OF COMPLETION

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

Sidewalk Connectivity Project; CDBG Project No. 19651

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

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

That the name of the Contractor is Don Berry Construction, Inc., 13701 Golden State Blvd., Kingsburg, CA 93631

That on the 22nd of August, 2022, the Contract for the work on the above-described property was actually completed.

By: _____
Fernando Santillan, City Manager
Owner

I, Fernando Santillan, Selma City Manager, being duly sworn says:

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

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

CITY OF SELMA, a Municipal Corporation

By: _____
Fernando Santillan, City Manager
Owner

State of California
County of Fresno

On September 19, 2022, before me, Reyna Rivera, City Clerk, personally appeared Fernando Santillan, City Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Reyna Rivera, Selma City Clerk

(Acknowledgment taken by City Clerk pursuant to California Civil Code Section 1181)
September 19, 2022 Council Packet

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

September 19, 2022

ITEM NO: 1.c.

SUBJECT: Consideration of a Resolution Approving Amendment II to Agreement for the Contract for the Community Development Block Grant (CDBG) Project No. 20651 Downtown Sidewalk ADA Project.

DISCUSSION: The County of Fresno receives an annual allocation of CDBG grant funds from the federal government Department of Housing and Urban Development (HUD). The County makes a portion of these grant funds available to each of its participating cities based on the same HUD formula by which the County receives its funding. Each City participating in the County's CDBG program is invited to submit activity proposals for its portion of CDBG grant funds. The five participating cities include the cities of Fowler, Kerman, Kingsburg, Reedley and Selma.

The original agreement between the City of Selma and the County of Fresno has an effective date of September 1, 2020, and on November 2, 2021, The City and County entered into Amendment I to the Agreement for the Selma Downtown Sidewalk ADA Project, Community Development Grant Block Grant (CDBG) Project No. 20651; Agreement No 20-328.

The City received \$204,791.00 in CDBG funds for Project No. 20651. Amendment I to the Agreement allocated an additional \$311,021.00. The City requested additional CDBG funds for Project No. 20651.

Amendment II to the Agreement is to receive an additional \$120,847.00 to increase the total CDBG funds to \$636,659.00. The City of Selma is not required to commit local funds for the project.

The CDBG funds are being pulled from the City's 2020-2021 allocation, the City's 2021-2022, the City's 2022-2023 allocation and from the City's remaining CDBG balance of funds.

FISCAL IMPACT:

No fiscal impact to the City will result from this action.

RECOMMENDATION:

Staff recommends the City Council adopt the Resolution approving the Amendment II to Agreement for the Contract for the Community Development Block Grant (CDBG) Project No. 20651 Sidewalk Connectivity Project.

Philip L. Romero, Interim City Engineer

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AMENDMENT II TO AGREEMENT FOR THE CDBG
PROJECT NO. 20651 DOWNTOWN SIDEWALK ADA PROJECT**

WHEREAS, on September 1, 2020, the City of Selma and the County of Fresno entered into Agreement 20-328, whereby \$204,791 in CDBG funds were made available to the City for Project No. 20651; and

WHEREAS, on November 2, 2021, the City of Selma and the County of Fresno entered into Amendment I to the Agreement 20-328, whereby \$311,021 in CDBG funds were made available to the City for Project No. 20651; and

WHEREAS, the project increased and the City of Selma requested additional CDBG funds from the County of Fresno; and

WHEREAS, County of Fresno made available additional CDBG funds in the amount of \$120,847; and

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

1. The foregoing recitals are deemed true and correct.
2. City Council approve Amendment II for additional funds for CDBG Project No. 20651 Downtown Sidewalk ADA Project in the amount of One Hundred Twenty Thousand Eight Hundred Forty-Seven Dollars and No Cents (\$120,847.00).
3. The City will receive a total of \$636,659 in CDBG funds for Project No. 20651.
4. City Council authorize City Manager or Deputy City Manager to sign the Amendment II to the original Agreement for additional CDBG funds.

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 19th day of September, 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

AMENDMENT II TO AGREEMENT

THIS AMENDMENT II TO AGREEMENT, ("Amendment II"), is made this ____ day of _____, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the CITY OF SELMA ("City").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the Community Development Block Grant (CDBG) Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, on September 1, 2020, the County and the City entered into Agreement 20-328, ("Agreement"), whereby \$204,791 in CDBG funds were made available to the City for the Selma Sidewalk ADA Improvements, Project No. 20651 ("Project"); and

WHEREAS, on November 2, 2021, the County and the City entered into Amendment I to the Agreement, ("Amendment I"), whereby an additional \$311,021 in CDBG funds were made available to the City for the Project to reduce its local fund contribution; and

WHEREAS, the City now has an additional \$120,847 from its allocation of CDBG funds that may be made available to the Project to further reduce its local fund contribution under the Agreement; and

WHEREAS, the City has requested these additional CDBG funds in the amount of \$120,847 be made available to the Project for the purposes of this Agreement.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the City and the County agree to amend the Agreement as follows:

1. Page 1, Lines 14-18, which was amended by Amendment I, is further amended to read:

"WHEREAS, the City has estimated that total cost of the Project is \$636,659, and is in need of \$636,659 in CDBG funding to complete the Project; and

WHEREAS, the County can provide \$636,659 in CDBG funds needed for the Project from the City's 2020-2021 CDBG allocation (\$204,791), from the City's 2021-2022 CDBG allocation

(\$274,774), from the City's 2022-2023 CDBG allocation (\$120,847), and from the City's remaining balance of CDBG funds (\$36,247)"; and

2. The proposed Project budget on Page 2, Lines 18 through 21, is amended to read:

"Construction	\$506,659
Design & Construction Engineering	\$ 55,000
Contingency, Permits & Misc.	<u>\$ 75,000</u>
Total	\$636,659"

3. The proposed funding summary for the Project on Page 2, Lines 27 and 28, which was amended by Amendment I, is further amended to read:

"CDBG	\$636,659
Local Financial Contribution	<u>\$ 0</u>
Total	\$636,659"

4. That the dollar figure set forth on Page 2, Line 24; Page 3, Line 12; and Page 4, Line 16, which was amended by Amendment I, is further amended in each such place to read "\$636,659".

County and City agree that this Amendment II is sufficient to further amend the Agreement, and that upon execution of this Amendment II, the Agreement, Amendment I, and this Amendment II together shall be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All remaining provisions, terms, covenants, conditions, and promises contained in the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment I as of the day and year first hereinabove written.

CITY OF SELMA

COUNTY OF FRESNO

BY: _____
City Manager

BY: _____
Brian Pacheco, Chairman of the
Board of Supervisors of the
County of Fresno

Date: _____

Date: _____

ATTEST:

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

BY: _____
City Clerk, City of Selma

BY: _____

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N20651
ACTIVITY CODE: 7219

REMIT TO:

City of Selma
Attn: Fernando Santillan, City Manager
1710 Tucker Street
Selma, CA 93657
Telephone: (559) 891-2200

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

September 19, 2022

ITEM NO: 1.d.

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

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

DISCUSSION: On April 5, 2021, the City of Selma entered into a Professional Services Agreement (PSA) with Yamabe and Horn Engineering, Inc. for interim City engineering services. The original approval established a contract length not to exceed six (6) months through October 5, 2021, and a not-to-exceed amount of \$100,000. However, due to staffing shortages and workload demand, Yamabe and Horn Engineering, Inc. continued to provide contracted engineering services through March 21, 2022.

Effective March 21, 2022, the City of Selma entered into the first amendment to the PSA that established a contract length not to exceed six (6) months through September 21, 2022, and a not to exceed amount of \$500,000. The amount included funding for all consultant engineering staff activities, in accordance with the previously approved rate schedule, and also included \$140,000 for the design of the Clarkson Lift Station which will be paid for with ARPA funding, as previously approved by City Council. \$200,000 proposed for FY 21/22, with the balance of \$300,000 to be included within the FY 22/23 budget proposal.

To allow for continuity of projects, staff is requesting that the City Council approve the Second Amendment to the PSA, which adjusts the contract term thru June 30, 2023, and increases the not-to-exceed amount by \$540,000 for general engineering services. The amount includes funding for all consultant engineering staff activities, in accordance with the previously approved rate schedule. There will also four (4) street projects that are part of the 2022-23 Capital Improvement Plan (CIP) that will have preliminary design and construction management costs that will be paid through local gas tax funds. The estimated costs for these four (4) projects are \$228,000 for preliminary design and \$286,000 for construction management that will be additional to the general engineering services provided.

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

FISCAL IMPACT:

Additional \$240,000 in the current fiscal year in addition to the \$300,000 previously approved in the FY 22-23 budget.

Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

Attachments:

1. Amendment No. 2 to PSA with Yamabe and Horn

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

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

RECITALS

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

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

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

AGREEMENT

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

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

TERM: This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023 unless sooner terminated pursuant to the provisions of this Agreement. Additionally, City and Consultant mutually agree that this Agreement shall be, upon approval of the City Council, extended for successive one-month periods at the end of the initial term and each extended term thereafter, unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the initial or such extended term, respectively.

PAYMENT: The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Five Hundred Forty Thousand Dollars (\$540,000) for General Engineering Services for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT A (SCOPE OF SERVICES) – Other Duties Required: *Section 4 shall be added to the list, and shall read: 2022-23 Capital Improvement Projects (CIP) Design and Construction Management. The “City Engineer” will conduct and oversee the process for design of four (4) CIP street projects and ensure the design meets the specifications and criteria required per City standards and specifications. Design services and construction management services for said project shall not exceed \$514,000 in total.*

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

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

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

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

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

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

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

“CITY”
City of Selma,

“CONSULTANT”
Yamabe and Horn Engineering, Inc.
#

By: _____
Fernando Santillan, City Manager

By: _____
Philip L. Romero, Principal

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
City Attorney

Attachments:

1. Professional Services Agreement with Yamabe & Horn Engineering, Inc. for Interim City Engineering Services , City of Selma, dated April 5, 2021.
2. First Amendment to Professional Services Agreement with Yamabe & Horn Engineering, Inc. for Interim City Engineering Services , City of Selma, dated March 21, 2022.

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Dollars (\$100,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by negligence, recklessness or willful misconduct of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement. The obligation to defend is limited by the provisions of Civil Code Section 2782.8.

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement

or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
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With a Copy To:	Selma Legal Counsel
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To Consultant:	Yamabe and Horn Engineering, Inc. 2985 N. Burl Avenue, Suite 101 Fresno, CA 93727
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15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

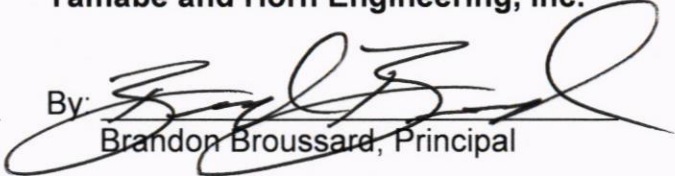
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

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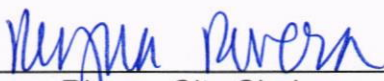
"CITY"
City of Selma

By: 
Teresa Gallavan, City Manager

"CONSULTANT"
Yamabe and Horn Engineering, Inc.

By: 
Brandon Broussard, Principal

Attest:

By: 
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Hilda Montoy, Interim City Counsel

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

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

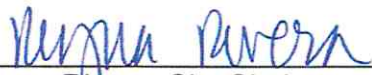
"CITY"
City of Selma

"CONSULTANT"
Yamabe and Horn Engineering, Inc.

By: 
Teresa Gallavan, City Manager

By: _____
Brandon Broussard, Principal

Attest:

By: 
Reyna Rivera, City Clerk

Approved as to form:

By: 
Hilda Montoya, Interim City Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Advisory Services

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

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

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

Public Works Construction Projects

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

(2) Prepare bid/contracts. The "City Engineer" will be requested to prepare detailed plans, specifications, bid and contract documents for Public Works construction projects. In addition, the "City Engineer" will prepare a final cost estimate, required applications of approval of the construction by other governmental agencies, and assist the City in negotiating the acquisition of any necessary right-of-way or easement.

(3) Review bids. The "City Engineer" shall assist the City in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. The "City Engineer" will provide general supervision of the contractor for Public Works construction projects.

Capital Project Management

(1) Identify capital projects. The "City Engineer" will identify current and possible future capital projects and document budget, scope, schedule, status, organizational responsibility (including other Professional Engineering Firms) and funding sources.

(2) Organize and prioritize all capital projects. The "City Engineer" will develop regular reporting and monitoring processes to ensure implementation and completion of scheduled project tasks.

(3) Capital project tracking. The "City Engineer" will track and monitor project status and specific milestone completion. He/She will facilitate discussions and decisions necessary to keep projects on schedule.

(4) Identify and report significant deficiencies. The "City Engineer" will identify and report concerns regarding meeting capital projects goals to the Assistant City Manager on a weekly basis.

(5) Monitor budgets. The "City Engineer" will process payments for all State, Federal ,and local grant funding, monitor budget expenditures and assist with review of contracts, proposals, invoices and Purchase Orders.

(6) Document management. The “City Engineer” will create and store computer files, paper copies, and other types of records and files of work performed for the City using the systems designated by the Assistant City Manager. The professional services consulting agreement entered into by and between the City and City Engineer shall specify the scope of included services. The City reserves the right to enter into additional agreements with the City Engineer for specified projects (e.g. the design or construction observation of major public improvements), to contract with third parties for such services, or if within the scope of the City Engineer agreement, utilize the same to provide for such services. The City anticipates that the negotiation of the scope of services and the format of payment for such services shall be a collaborative undertaking between the City and the successful respondent, but requests that each respondent provide a proposal outlining their suggested approach (e.g. monthly retainer for a specified amount of work; hourly; hourly plus expenses; blended approach; etc.)

Other Duties Required

- (1) Geographic Information System (GIS). The “City Engineer” will create and maintain a GIS database for City streets, storm drain, and other mapping needs.
- (2) Pavement Management System. The “City Engineer” will maintain and update City owned pavement management software.
- (3) Monthly Report. The “City Engineer” will provide a monthly report outlining project activities and updates.

EXHIBIT B
RATE SCHEDULE

YAMABE & HORN ENGINEERING, INC.

CIVIL ENGINEERS – LAND SURVEYORS
2985 N Burl Avenue, Suite 101, Fresno, CA 93727
(559) 244-3123, FAX (559) 244-3120

2021 FEE SCHEDULE		
PRINCIPAL ENGINEER	\$ 195	per hour
EXPERT WITNESS	\$ 265	per hour
CIVIL ENGINEER V	\$ 170	per hour
CIVIL ENGINEER IV	\$ 165	per hour
CIVIL ENGINEER III	\$ 160	per hour
CIVIL ENGINEER II	\$ 140	per hour
CIVIL ENGINEER I	\$ 135	per hour
PROJECT MANAGER II	\$ 150	per hour
PROJECT MANAGER I	\$ 140	per hour
ASSISTANT ENGINEER III	\$ 125	per hour
ASSISTANT ENGINEER II	\$ 120	per hour
ASSISTANT ENGINEER I	\$ 110	per hour
LAND SURVEYOR II	\$ 155	per hour
LAND SURVEYOR I	\$ 135	per hour
ASSISTANT SURVEYOR II	\$ 125	per hour
ASSISTANT SURVEYOR I	\$ 115	per hour
GIS ANALYST	\$ 115	per hour
GIS TECHNICIAN	\$ 105	per hour
CONSTRUCTION MANAGER II	\$ 140	per hour
CONSTRUCTION MANAGER I	\$ 130	per hour
PROJECT SERVICES ADMINISTRATOR	\$ 85	per hour
INSPECTOR II PREVAILING WAGE	\$ 150	per hour
INSPECTOR I PREVAILING WAGE	\$ 140	per hour
CAD MANAGER	\$ 115	per hour
CAD DRAFTER II	\$ 105	per hour
CAD DRAFTER I	\$ 95	per hour
CLERICAL	\$ 75	per hour
2-PERSON SURVEY CREW	\$ 200	per hour
2-PERSON SURVEY CREW PREVAILING WAGE	\$ 250	per hour
1-PERSON SURVEY CREW	\$ 160	per hour
1-PERSON SURVEY CREW PREVAILING WAGE	\$ 160	per hour
TRAVEL	\$ 0.56	per mile
SUBCONSULTANTS	Cost plus 10%	
PRINTING	Cost plus 10%	

Effective February 2021

Notes:

- 1) Prevailing wage rates are shown for Fresno County.
- 2) Approved OT for Inspectors and Surveyors shall be billed at 1.5x (OT) or 2.0x (Holidays) as appropriate

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECITALS

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

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

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

AGREEMENT

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

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

TERM: This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than SEPTEMBER 21, 2022 unless sooner terminated pursuant to the provisions of this Agreement. Additionally, City and Consultant mutually agree that this Agreement shall be, upon approval of the City Council, extended for successive one-month periods at the end of the initial term and each extended term thereafter, unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the initial or such extended term, respectively.

PAYMENT: The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Sixty Thousand Dollars (\$360,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

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

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

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

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

"CITY"
City of Selma,

By: 
Fernando Santillan, City Manager

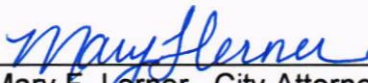
"CONSULTANT"
Yamabe and Horn Engineering, Inc.

By: 
Brandon Brouard, Principal

Attest:

By: 
Reyna Rivera, City Clerk

Approved as to form:

By: 
Mary F. Lerner, City Attorney

Attachments:

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

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80210	09/08/22	Printed	ADMINISTRATIVE SOLUTIONS	ACA REPORTING 1094/1095		1,615.00
80211	09/08/22	Printed	NICOLETTE ANDERSEN	SNACK BAR & SET SUPPLIES FOR CAMP ROCK		675.90
80212	09/08/22	Printed	AT&T	PD FIRE ALARM		223.21
80213	09/08/22	Printed	BENNY BACA / COOL AIR SPECIALTY INC	HYDRO FLUSH HVAC -ART'S CENTER		370.00
80214	09/08/22	Printed	BANNER PEST CONTROL INC	PEST CONTROL -AUGUST 2022		441.00
80215	09/08/22	Printed	FRED BARKER	COED SOFTBALL UMPIRE		3,690.00
80216	09/08/22	Printed	BAUER COMPRESSORS INC.	SCBA FACE MASK		497.91
80217	09/08/22	Printed	MATT BEGINES	STRIKE TEAM REIMBURSEMENT	R	971.75
80218	09/08/22	Printed	BELMONT NURSERY	ROSE TRUMPETER -LLMD6		255.90
80219	09/08/22	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 8/15/22		3,090.00
80220	09/08/22	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE 4/1/22-6/30/22	R	219.60
80221	09/08/22	Printed	CHRISTIAN ADRIAN CANO	DRUG & ALCOHOL INFLUENCE RECOGNITION PER DIEM 9/20-9/22	R	45.00
80222	09/08/22	Printed	JONATHAN CHACON	CANINE LIABILITY COURSE PER DIEM 9/19/22-9/21/22		160.00
80223	09/08/22	Printed	BEVERLY CHO	LEAGUE OF CITIES CONFERENCE PER DIEM 9/7/22-9/9/22		428.25
80224	09/08/22	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE -PHONE SYSTEM/BACKUP		1,375.84
80225	09/08/22	Printed	CITY OF FRESNO	PERISHABLE SKILLS TRAINING 10/11/22-10/14/22	R	1,818.00
80226	09/08/22	Printed	COOK'S COMMUNICATION CORP	LIGHTBAR & SIREN INSTALLATION		11,670.88
80227	09/08/22	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES - AUG 2022		481.25
80228	09/08/22	Printed	DATAPATH LLC	NETCARE/ON SITE SUPPORT SEPTEMBER 2022		9,587.00
80229	09/08/22	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE REPORT 4/1/22-6/30/22	R	533.43
80230	09/08/22	Printed	DEPARTMENT OF GENERAL SERVICES	ADMIN HEARING -MAY 2022		6,016.50
80231	09/08/22	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -JUL 22		512.00
80232	09/08/22	Printed	JEANNETTE DERR	MOANA JR COSTUME SUPPLIES REIMB		93.85
80233	09/08/22	Printed	DON BERRY CONSTRUCTION INC.	SELMA SIDEWALK CONNECTIVITY CDBG 19651	G	305,555.15
80234	09/08/22	Printed	FEDEX	BOND DOCUMENTS		45.08
80235	09/08/22	Printed	TIFFANY FLORES	SUPPLIES REIMBURSEMENT		324.92
80236	09/08/22	Printed	FORTNER'S AUTO SERV & TOWING	TIRE REPAIR VEH# 121		100.00
80237	09/08/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		675.00
80238	09/08/22	Printed	WYATT GORMAN	CANINE LIABILITY COURSE PER DIEM 9/19/22-9/21/22		160.00
80239	09/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 8/3/22		3,263.40
80240	09/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 8/10/22		1,301.76
80241	09/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 8/17/22		2,627.29
80242	09/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 8/24/22		1,189.63
80243	09/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -SEPT 2022		709.55
80244	09/08/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		606.62
80245	09/08/22	Printed	HINDERLITER DE LLAMAS &	SALES TAX Q1/2022		1,154.93
80246	09/08/22	Printed	KIMBERLY HOUSTON	MOANA JR & CAMP ROCK SUPPLIES REIMB.		146.83
80247	09/08/22	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT -SEPT 2022		446.00
80248	09/08/22	Printed	JORGENSEN & COMPANY	LIFT & BROOM TRUCK TRAINING 3 YR CERTS		1,035.00
80249	09/08/22	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB JULY 2022		4,203.54
80250	09/08/22	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB SEPTEMBER 2022		627.15
80251	09/08/22	Printed	KOEFRAN INDUSTRIES, INC.	EMPTY ANIMAL CONTROL FREEZER		163.86
80252	09/08/22	Printed	HEATHER ELIZABETH LEMON	INTERPRETING SERVICES		400.00
80253	09/08/22	Void		Void Check		0.00
80254	09/08/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -APPEAL JULY 2022		6,779.20
80255	09/08/22	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		155.22
80256	09/08/22	Printed	MADCO ELECTRIC INC.	REPAIR TRAFFIC SIGNAL LOOPS MCCALL & HIGH ST		4,500.00
80257	09/08/22	Printed	XOCHITL MARTINEZ	TRAFFIC COLLISION COURSE PER DIEM 9/12/22-9/16/22	R	75.00
80258	09/08/22	Printed	JOHN MENDEZ	TRAFFIC COLLISION COURSE PER DIEM 9/12/22-9/16/22	R	75.00
80259	09/08/22	Printed	ADAM STEWART MILLER	PIPPIN THE MUSICAL PIANO ACCOMPANIMENT		105.00
80260	09/08/22	Printed	BLANCA MENDOZA NAVARRO	LEAGUE OF CITIES CONFERENCE PER DIEM 9/7/22-9/9/22		105.00
80261	09/08/22	Printed	ADRIAN OCEGUERA	CAMP ROCK SUPPLIES REIMB.		60.01
80262	09/08/22	Printed	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES		557.93
80263	09/08/22	Printed	OOSOSHARP, LLC	AMBULANCE BILLING -AUG 2022		2,286.93
80264	09/08/22	Printed	PG&E	UTILITIES -AUGUST 2022		615.26
80265	09/08/22	Printed	PG&E	UTILITIES -AUGUST 2022		43,478.01
80266	09/08/22	Printed	PG&E	UTILITIES -AUGUST 2022		17,549.04
80267	09/08/22	Printed	HAROLD M PHILLIPS / MARTIN JEWELER	RETIREMENT WATCH -KIRCHNER & BLACKWELL		650.85
80268	09/08/22	Printed	PUBLIC AGENCY RISK	MEMBERSHIP 2022/2023		150.00
80269	09/08/22	Printed	REGIONAL GOVERNMENT SERVICES	REIMBURSABLE EXPENSES FOR RANDOLPH POLLARD		556.99
80270	09/08/22	Printed	RODRIGO RESCALVO	TRAFFIC COLLISION COURSE PER DIEM 9/12/22-9/16/22	R	75.00
80271	09/08/22	Printed	DANIEL ANTHONY RIVAS	STRIKE TEAM REIMBURSEMENT	R	868.25
80272	09/08/22	Printed	CARLOS ROMERO	DRUG & ALCOHOL INFLUENCE RECOGNITION PER DIEM 9/20-9/22	R	45.00
80273	09/08/22	Printed	HUMBERTO SALAS	DRUG & ALCOHOL INFLUENCE RECOGNITION PER DIEM 9/20-9/22	R	45.00
80274	09/08/22	Printed	FERNANDO SANTILLAN	LEAGUE OF CITIES CONFERENCE PER DIEM 9/7/22-9/9/22		428.25
80275	09/08/22	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	IRRIGATION SUPPLIES		2,069.33
80276	09/08/22	Printed	SPARKLETT'S	WATER SERVICE -PD		193.05

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80277	09/08/22	Printed	STATEWIDE TRAFFIC SAFETY AND	RED & YELLOW REFLECTIVE PANELS FOR SIGN POSTS		1,103.66
80278	09/08/22	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE SEPTEMBER 2022		189.41
80279	09/08/22	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE SEPTEMBER 2022		4,500.00
80280	09/08/22	Printed	THOMAS J O'LAUGHLIN MD INC.	MEDICAL DIRECTOR -OCTOBER 2022		500.00
80281	09/08/22	Printed	TIFCO INDUSTRIES, INC.	INFERNO CUTOFF & GRINDING WHEELS		1,070.14
80282	09/08/22	Printed	JOHN TRUJILLO	LEAGUE OF CITIES CONFERENCE PER DIEM 9/7/22-9/9/22		428.25
TOTAL						458,722.76

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

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

September 19, 2022

ITEM NO: 2.

SUBJECT: Consideration of an Interim City Attorney Agreement

DISCUSSION: The City Council will discuss in Closed Session the appointment of an Interim City Attorney while a new permanent City Attorney firm is selected through an RFP process.

The terms of the Interim City Attorney agreement will be dependent on the firm that is selected and will be disclosed after the selection is made in Closed Session.

RECOMMENDATION: 1) Council discuss and provide direction to Staff regarding the terms of the agreement, and 2) By Motion, authorize the Mayor to execute the agreement.

Fernando Santillan, City Manager

INTERIM LEGAL SERVICES AGREEMENT

This Interim Legal Services Agreement (“Agreement”) is entered into by and between **TBD** (“Firm”) and the City of Selma (“City”).

RECITALS

- A. The City desires to obtain Interim General Counsel legal services while a recruitment for a permanent counsel is conducted; and
- B. Firm has the legal competence, experience, and qualifications to provide professional legal services required by City; and
- C. After its review and consideration, City desires to retain Firm for Interim General Counsel legal services.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Scope of Services. Firm agrees to perform legal services for City and to do so in a timely, efficient, competent, and effective manner. Firm shall provide advice, consultation, and representation in all matters of municipal affairs. It shall be the duty, obligation, and responsibility of Firm, in a skilled and professional manner, to perform legal services as requested by City. Firm shall provide all legal services in a competent manner as required by the Rules of Professional Conduct of the State Bar of California

3. Compensation. City shall compensate Firm for legal services at the following hourly rates:

3.1 General Services Hourly Rates: **\$XXX.XX** for attorneys and **\$XXX.XX** for paralegals/law clerks. The term “General Services” includes all legal services in all subject areas regardless of complexity, except matters listed under Special Services below. Firm shall not charge travel time for City Council meetings, Successor Agency meetings, Planning Commission meetings, and two Staff meetings per month.

3.2 Special Services Hourly Rates: **\$XXX.XX** for attorneys and **\$XXX.XX** for paralegals/law clerks. The term “Special Services” includes Pitchess Motions, Administrative Hearings, and Litigation-related matters.

3.3 Reimbursement: No fees will be charged for routine photocopying, mail, and faxes. Actual costs will be charged for extraordinary printing, mailings, couriers, recording of documents, as well as consultants and experts preapproved by Selma. Firm shall not request mileage reimbursement..

4. Assignment of Personnel. Interim General Counsel under this Agreement shall be **ATTORNEY NAME**. It is understood that from time to time, Firm may subcontract with other attorneys to ensure timely and responsive services as set forth in Firm's letter of interest.

5. Billings and Payments.

5.1 Firm shall submit a billing statement which will include services by Firm provided monthly in arrears, in increments of one-tenth (.10) of an hour, no later than the tenth of the month following the month service was rendered. The billing statement shall be submitted to the City's designee.

5.2 Billings are to be made directly to the following address:

City of Selma
Attn: Fernando Santillan
21710 Tucker Street
Selma, Ca 93662
FernandoS@cityofselma.com

5.3 The billing statements shall be prepared and organized in manner that facilitates an efficient review of the services performed and expenses incurred in order to provide City with a clear and complete understanding of how time was devoted to specific tasks and the fees and costs associated therewith.

5.4 City shall make payments monthly based on a monthly itemized billing statement for the previous month. City shall make its best effort to process payments promptly and not later than 30 days after receiving Firm's monthly billing statement.

6. Term and Termination.

6.1 This Agreement shall be effective on September 19, 2022, subject to approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect unless otherwise terminated earlier by one of the parties. It is understood that this Agreement will terminate upon the City's retention of permanent counsel or pursuant to Section 6.2 of this Agreement. Firm may be contacted following termination of the Agreement for clarification and consultation on matters covered during performance of the scope of services. Any additional legal services rendered as a result of such contact will be billed in accordance with Section 3 of this Agreement.

6.2 City reserves the right to discharge Firm and terminate this Agreement at any time. In the event of such discharge or termination, the City shall compensate Firm for services rendered and expenses necessarily incurred up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Firm a written notice specifying the extent to which services and/or the Agreement are terminated

and the effective date of the termination. Notice of termination shall be mailed or emailed as follows:

TBD
TBD
MAILING ADDRESS
EMAIL

6.3 Firm may terminate this Agreement at any time by giving the City not less than thirty (30) days prior written notice. If Firm elects to terminate this Agreement, Firm shall take reasonable steps to avoid reasonably foreseeable prejudice to the City's rights which may arise from Firm's services hereunder, as required by the Rules of Professional Conduct of the State Bar of California. Notice of Termination shall be mailed or emailed as follows:

City of Selma
Attn: Fernando Santillan
City Manager
1710 Tucker Street
Selma, Ca 93662
FernandoS@cityofselma.com

7. Insurance and Indemnification.

7.1 During the term of this Agreement, Firm shall maintain, keep in force, and pay all premiums required to maintain and keep in force the policies and limits of such policies as required by City.

7.2 To the furthest extent allowed by law, Firm shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Firm, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which Firm is otherwise required to maintain under this Agreement.

8. Independent Contractor. In performance of the work, duties and obligations assumed by Firm under this Agreement, it is mutually understood and agreed that Firm, including any and all of Firm's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, Firm and its employees shall have absolutely no right to employment rights and benefits available to City employees. Firm shall be solely liable and responsible for providing to, or on behalf of, its

employees all legally-required employee benefits. In addition, Firm shall be solely responsible and hold City harmless from all matters related to payment of Firm's employees, including compliance with social security, withholding, and all other regulations governing such matters.

9. Compliance with Law. Firm shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference. In particular, Firm shall comply with all Rules of Professional Conduct of the State Bar of California, with confidentiality laws and regulations and with conflict of interest laws and regulations.

10. Miscellaneous.

10.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

10.2 Governing Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

10.3 Required License and Professional Credentials. Firm and personnel providing legal services shall maintain all licenses and professional credentials necessary for the provision of such services. Firm shall promptly notify City of changes of status or events that might impact the provision of legal services to City.

10.4 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

10.5 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

10.6 Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

10.7 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

10.8 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

10.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term, or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or

permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

10.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

10.11 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Fresno or in the United States District Court for the Eastern District of California.

10.12 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees incurred or expended in connection with such action against the non-prevailing party.

11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Firm and the City.

FIRM

CITY OF SELMA

Name, Title

Scott Robertson, Mayor

Date: _____, 2022

Date: _____, 2022

ATTEST

Reyna Rivera, City Clerk

EXHIBIT A

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.

ITEM NO: 3.

SUBJECT: Consideration of Approval of Final Map of Tract 2021-0014

RECOMMENDATION: Adopt a Resolution Approving the Final Map for Parcel Map 2021-0014.

DISCUSSION: Parcel Map 2021-0014 was approved by the Selma City Council on June 20, 2022, via Resolution; consisting of the creation of 4 legal parcels on +/- 6.35 gross acres located on the Northeast corner of the McCall and Dinuba Avenue Intersection (APN: 358-021-17).

In accordance with Selma Municipal Code 9-6-7, the City Engineer has reviewed the submitted Final Map (Attachment 2) for conformance to boundaries, public easement locations, dedications, closure calculations and other required information. The City Engineer has consequently found the map to be in substantial compliance to the tentative parcel map approval, has determined that the improvements required have been properly identified, and submits said map to the Council for their approval consideration.

At this time, a subdivision improvement agreement is not proposed due to a lack of actual development proposals on the property in order to accurately quantify the needed public improvement for the entire site. However, upon the receipt of a development proposal(s) on the subject properties, all relevant conditions relating to the approved tentative parcel map 2021-0014 will be applicable.

Trevor Stearns, Contract City Planner

Rob Terry, Deputy City Manager

Attachments:

1. Resolution Approving the Final Map for Parcel Map 2021-0014
2. Final Map Submittal – Parcel Map 2021-0014

RESOLUTION NO. 2022-____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING FINAL MAP 2021-0014**

WHEREAS, Parcel Map 2021-0014 located on APN 358-021-17 was approved by the Selma City Council on June 20, 2022, via Resolution No. 2022-49R; and

WHEREAS, the owner of Parcel Map 2021-0014 is requesting the City Council approve the final map for Parcel Map 2021-0014 the project in accordance with Selma Municipal Code 9-6-7.

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

1. That certain final map of Final Map 2021-014, having heretofore, on June 20, 2022, been certified by the City Engineer, that all provisions of law and of Chapter 6 of Title 9 of the Selma City Code, have been complied with, and that said subdivision as shown is substantially the same as it appears on the tentative map thereof, as approved by the Selma City Council on June 20, 2022, by Resolution No. 2022-49R, is hereby approved and the dedication of easements and right-of-ways made on said map are hereby accepted subject to the installation of improvements therein and in accordance with the following condition:

The developer or his or her successor will be required to construct any improvements applicable to the specific development proposal submitted on the subject property relating to approved Tentative Parcel Map No. 2021-0014, in addition, to any specific development-related improvements also required.

2. Be it further resolved that the City Council of the City of Selma directs the Clerk of the City of Selma to execute the Final Map and transmit said Final Map to the subdividers in preparation of submission to the Fresno County Recorder's Office for recordation.

This foregoing resolution is hereby approved the 19th day of September, 2022, in the City of Selma, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED BEING ALL PARTIES HAVING RECORD TITLE INTEREST IN THE LAND WITHIN THIS BOUNDARY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP, AND OFFER FOR DEDICATION FOR PUBLIC USE THE PUBLIC STREET EASEMENTS, PUBLIC UTILITY EASEMENTS AND LANDSCAPE EASEMENTS AS SHOWN ON SAID MAP.

BALAKIAN TRUST DATED DECEMBER 13, 2007 AS TO AN UNDIVIDED ONE–HALF (½) INTEREST.

BY: RONALD BALAKIAN, TRUSTEE DATE

BY: KAREN L. BALAKIAN, TRUSTEE DATE

"DAVID A. KAUFMAN AND NORMA J. KAUFMAN 1992 TRUST" AS TO AN UNDIVIDED ONE–HALF (½) INTEREST.

BY: NORMA J. KAUFMAN, TRUSTEE DATE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF

ON BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THIER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE:

NAME: MY COMMISSION EXPIRES

COUNTY OF COMMISSION NUMBER

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

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COUNTY OF

ON BEFORE ME,

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I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE:

NAME: MY COMMISSION EXPIRES

COUNTY OF COMMISSION NUMBER

PARCEL MAP NO. 2021–0014

In the City of SELMA, County of FRESNO, State of CALIFORNIA
Surveyed and Platted in December 2019
Consisting of Three Sheets
Sheet One of Three

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29; THENCE EAST 48 RODS; THENCE AT A RIGHT ANGLE NORTH 20 RODS 15 FEET; THENCE AT A RIGHT ANGLE WEST 48 RODS; THENCE AT A RIGHT ANGLE SOUTH 20 RODS 15 FEET TO THE POINT OF COMMENCEMENT.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI CITY ENGINEERING, INC., ON DECEMBER 2019. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THE MONUMENTS ARE OF THE CHARACTER AND IN THE LOCATIONS SHOWN HEREON AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CRIS H. ROBLES, PLS 5503

08/18/2022
DATE



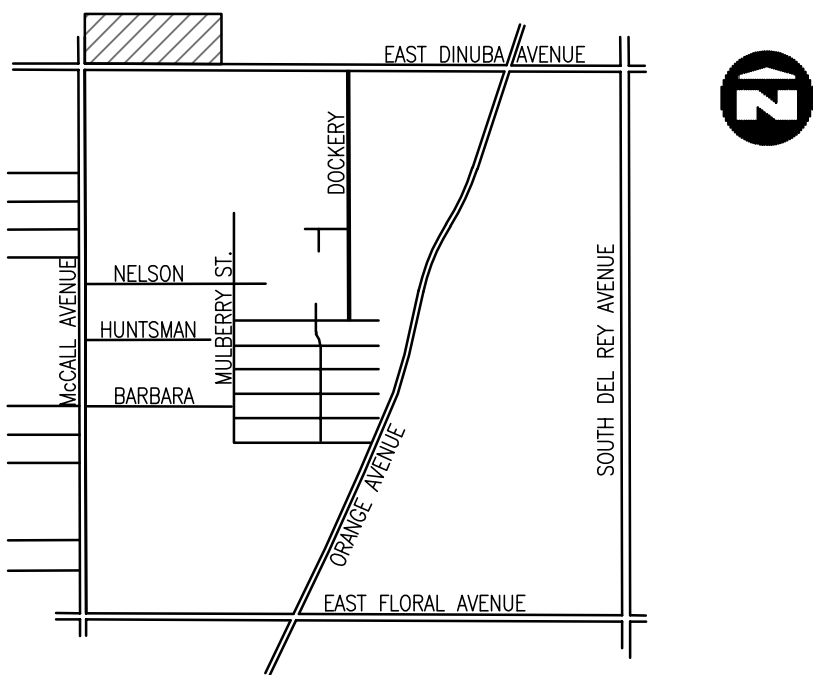
EXCEPTIONS OF THE TITLE REPORT:

10. PENDING ASSESSMENT FOR THE DISTRICT SHOWN BELOW:
DISTRICT: CFD 2016–1
PURPOSE: NORTH SEWER MAIL PROJECT
WHEN THE NOTICE OF ASSESSMENT IS RECORDED IN THE PUBLIC RECORDS, THE ASSESSMENT SHALL BECOME A LIEN ON SAID LAND.
11. MATTERS CONTAINED IN THE CERTAIN DOCUMENT
ENTITLED: CERTIFICATE OF COMPLETION V–5 DINUBA MINI–STORAGE REORGANIZATION
DATED: NOVEMBER 22, 2019
EXECUTED BY: FRESNO LOCAL AGENCY FORMATION COMMISSION
RECORDING DATE: NOVEMBER 22, 2019
RECORDING No: 2019–0141436, OF OFFICIAL RECORDS

VICINITY MAP

NOT TO SCALE

SITE



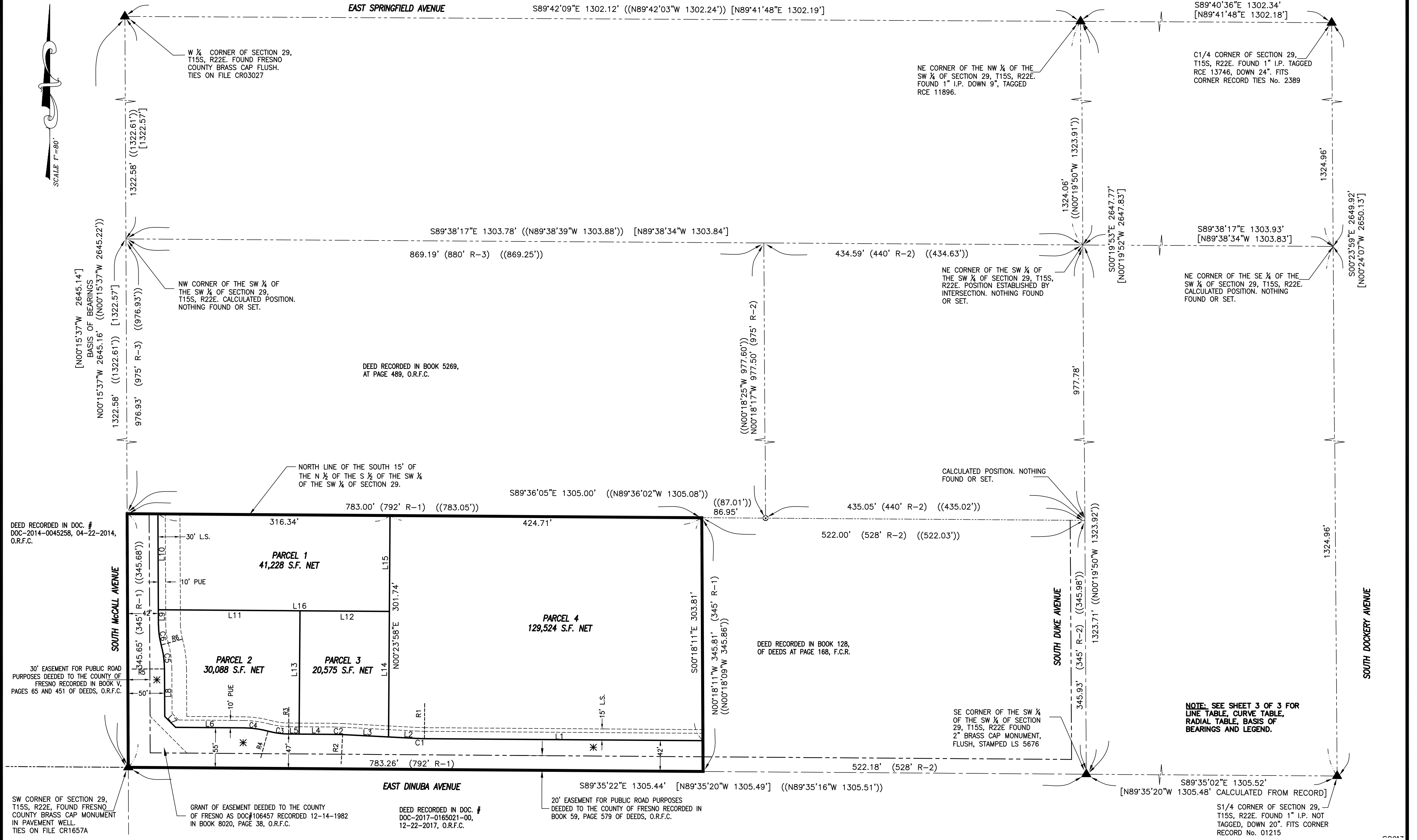
CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

DAVID HORN, P.L.S. 8204
CITY SURVEYOR, CITY OF SELMA

PARCEL MAP NO. 2021-0014

In the City of SELMA, County of FRESNO, State of CALIFORNIA
Surveyed and Platted in December 2019
Consists of Three Sheets Sheet Two of Three



PARCEL MAP NO. 2021-0014

In the City of SELMA, County of FRESNO, State of CALIFORNIA
Surveyed and Platted in December 2019
Consisting of Three Sheets
Sheet Three of Three

Basis of Bearings

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, TAKEN AS SOUTH 0°15'37" EAST PER PARCEL MAP 2550, RECORDED IN BOOK 17, PAGE 81, F.C.R.

Legend

- ▲ FOUND AND ACCEPTED MONUMENT AS NOTED.
- ⊙ FOUND AND ACCEPTED ¾" I.P., DOWN 12", TAGGED LS 4151, PER BOOK 30 OF RECORD OF SURVEYS AT PAGE 80, F.C.R.
- (R-1) RECORD DATA PER DEED RECORDED IN BOOK 6742, PAGE 674, O.R.F.C.
- (R-2) RECORD DATA PER DEED RECORDED IN BOOK 128 OF DEEDS, PAGE 168, F.C.R. REC. 5-26-1891.
- (R-3) RECORD DATA PER DEED RECORDED IN BOOK 5269, PAGE 489, O.R.F.C.
- (()) RECORD DATA PER BOOK 30 OF RECORD OF SURVEYS AT PAGE 80, F.C.R.
- [] RECORD DATA PER TRACT No 5105, BOOK 67 OF PLATS AT PAGES 85 & 86, F.C.R.
- HEAVY SOLID LINE INDICATES THE LIMITS OF THIS SUBDIVISION.
- * INDICATES AREA NOW OFFERED FOR DEDICATION FOR PUBLIC STREET EASEMENT PURPOSES.
- PUE INDICATES AREA TO NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY EASEMENT PURPOSES.
- L.S. INDICATES AREA NOW OFFERED FOR DEDICATION FOR PUBLIC LANDSCAPE EASEMENT PURPOSES.
- R1 INDICATES RADIAL BEARING
- F.C.R. FRESNO COUNTY RECORDS
- O.R.F.C. OFFICIAL RECORDS OF FRESNO COUNTY
 - * DISTANCES NOT MONUMENTED ARE CALCULATED.
 - ** ALL DISTANCES ARE IN FEET AND DECIMAL FEET THEREOF.

LINE TABLE			CURVE TABLE				
LINE	LENGTH	BEARING	CURVE #	LENGTH	RADIUS	DELTA	CHORD
L1	379.52'	N89°35'22"W	C1	10.72'	239.00'	2°34'08"	10.71'
L2	38.24'	N87°01'14"W	C2	10.72'	239.00'	2°34'08"	10.71'
L3	62.60'	N87°01'14"W	C3	28.48'	110.00'	14°50'06"	28.40'
L4	48.60'	S89°35'22"E	C4	33.66'	130.00'	14°50'06"	33.57'
L5	14.26'	S89°35'22"E	C5	33.01'	124.50'	15°11'21"	32.91'
L6	92.62'	S89°35'22"E	C6	27.70'	104.50'	15°11'21"	27.62'
L7	20.99'	S44°58'45"E					
L8	64.80'	S00°15'37"E					
L9	20.54'	S00°16'42"E					
L10	130.66'	N00°16'42"W					
L11	192.99'	N89°36'02"W					
L12	121.81'	S89°36'02"E					
L13	168.02'	N00°24'44"E					
L14	171.09'	S00°23'58"W					
L15	130.65'	S00°23'58"W					
L16	314.80'	S89°36'02"E					

RADIAL TABLE	
RADIAL #	BEARING
R1	S00°24'38"W
R2	N02°58'46"E
R3	S00°24'38"W
R4	N15°14'45"E
R5	N89°44'23"E
R6	S74°33'02"W

Notes:

SET ¾" IRON PIPE, 30" LONG, 6" DOWN TAGGED L.S. 5503 AT ALL LOT CORNERS AND AT THE BEGINNING AND END OF ALL CURVES.

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

September 19, 2022

ITEM NO: 4.

SUBJECT: Request to Continue Public Hearing to Consider Ordinance to Establish the Selma Downtown Business Improvement District pursuant to the Parking and Business Improvement Area Law of 1989.

DISCUSSION: In accordance with Section 36500 of the California Streets and Highways Code, and with Government Code section 54954.6, on July 18, 2022, the Selma City Council adopted a Resolution of Intent to establish the Selma Downtown Business Improvement District, via Resolution 2022-63R. The Resolution of Intent set 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.

In accordance with this directive, Staff have conducted additional research, interviewed stakeholders, and have worked with the consultant to complete the necessary items needed with the intent of presenting the findings and recommendations to Council at a public hearing on September 19, 2022 meeting. Therefore, a public hearing for the ordinance was duly noticed for the September 19, 2022 Council meeting both in the Selma Enterprise, and via direct mailer to all businesses within the proposed district, in accordance with Section 36500 of the California Streets and Highways Code, and with Government Code section 54954.6 (attached). Following the posting of public hearing notices, staff continued engaging with business owners within the proposed district who are interested in submitting an application to serve as Committee members for the BID. However, as of 9/15/2022, only three complete applications have been received. As such, Staff is requesting that the City Council continue the public hearing date to allow time for additional applications to be submitted for Council's consideration. Staff requests that the public hearing be continued to October 3, 2022 at 6:00 p.m., or as soon thereafter as the matter may be heard by the City Council at their regularly scheduled meeting in the Council Chambers of the City Hall, 1710 Tucker Street, Selma, California.

RECOMMENDATION: Continue Public Hearing to Date of October 3, 2022 to Consider Ordinance to Establish the Selma Downtown Business Improvement District pursuant to the Parking and Business Improvement Area Law of 1989.

Amy Smart, Community Services Director

Fernando Santillan, City Manager

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

NOTICE IS HEREBY GIVEN that the Selma City Council will conduct a public hearing on Monday, September 19, 2022, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, located at 1710 Tucker Street, Selma, California.

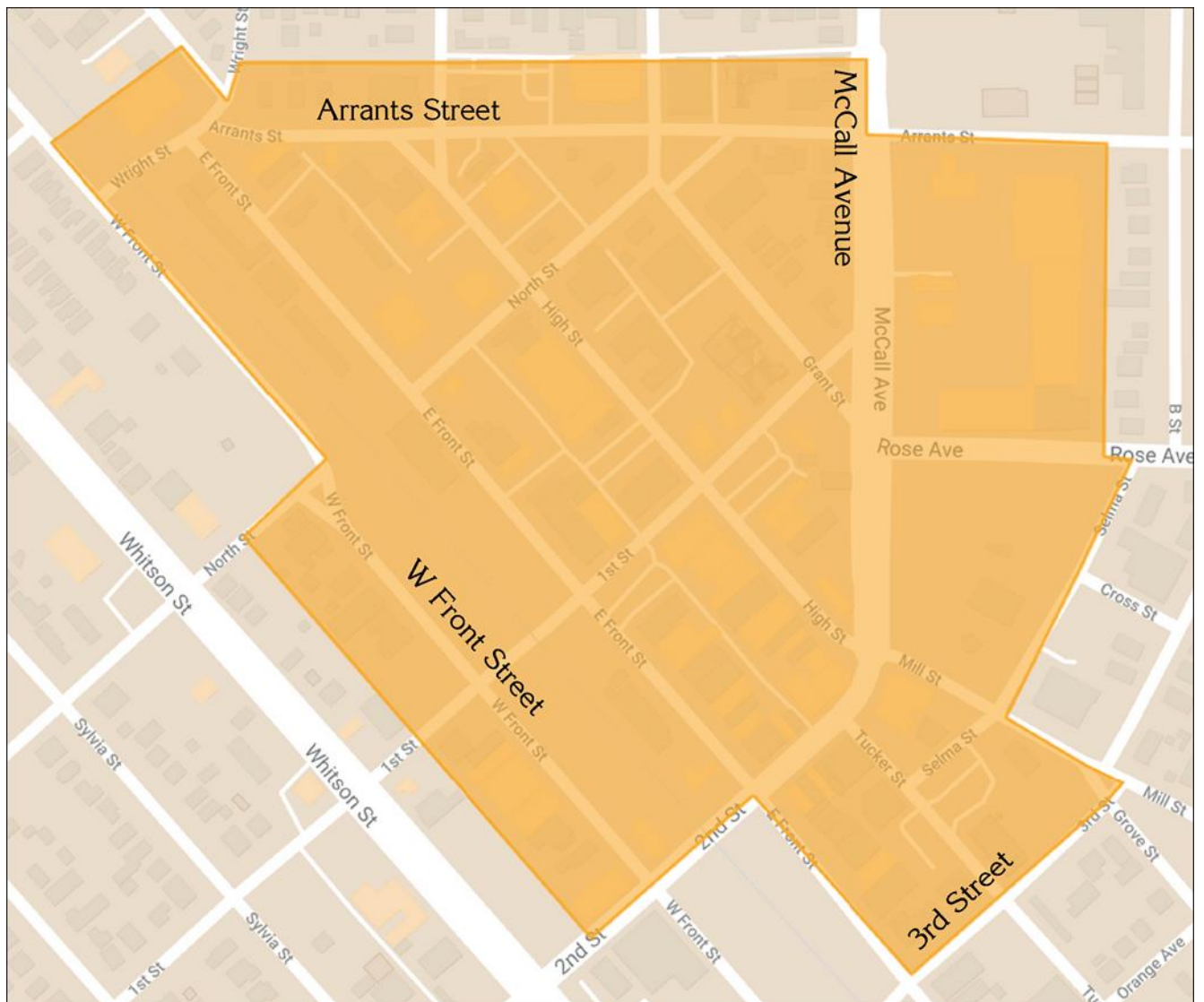
The purpose of the public hearing will be to hear and consider all protests and objections regarding the City's intent to form a parking and business improvement area (District), in response to requests from the many businesses in Downtown Selma to the City Council of the City of Selma ("City Council"), and is pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Section 36500 et seq.). At the meeting, 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.

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.

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.

At the public hearing, the City Council will consider and discuss the following in regards to the formation of the District:

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 intends 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 generally depicted in the shaded area of the map graphic below:



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.

A full copy of the proposed Management District Plan for the Downtown Selma Business Improvement District can be found on online at:

<https://cms9files.revize.com/selma/July%2018%202022%20Council%20Packet.pdf>, beginning on page 77 of the PDF document. A hard copy of the document is also available for public review at City Hall during regular business hours (Monday thru Friday 8 a.m. – 5 p.m.; closed Noon – 1 p.m. for the lunch hour).

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

Attest: Reyna Rivera, City Clerk

Publish Dates: August 3, 2022