

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

July 15, 2019

ITEM NO:

1.a.

SUBJECT: Consideration of Ordinance No. 2019-3, amending the City's Municipal Code regarding the composition of the Personnel and Planning Commissions
Second Reading and Adoption

DISCUSSION: Pursuant to Section 2-2-3 of the City's Municipal Code ("Code"), the City has a Personnel Commission which hears appeals submitted by any employee in the competitive service regarding certain specified personnel matters.

Currently, the Personnel Commission consists of five members, and two "ad-hoc" members. The ad-hoc members are required to be the chairs of the City's Planning and Traffic and Streets Commissions. In 2014, the Traffic and Streets Commission was suspended, however, the composition of the Personnel Commission was never revised to reflect the lack of the Traffic and Streets Commission.

As proposed, this ordinance clarifies that the Personnel Commission is comprised of five regular members and two alternates. The alternates must be the two most senior members of the Planning Commission who are not regular members of the Personnel Commission, and only attend at the request of the chairperson, when it is anticipated, or there is an actual lack of a quorum, or in the event that only four regular members are anticipated to attend a meeting. The ordinance also clarifies that a quorum of the Personnel Commission exists when there are at least three members present, which may include alternates. Lastly, the proposed ordinance also amends the sections of the Code that relate to the duties of the Planning Commission, to reflect the aforementioned revisions.

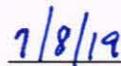
The adoption of this ordinance does not affect the present appointments to the Personnel Commission. Language is included in the ordinance which confirms that the individuals currently holding office are regular members.

On July 1, 2019, the City Council introduced Ordinance No. 2019-3, amending Chapter 2 of Title II of the Selma Municipal Code (Personnel Commission) and Chapter 1 (Planning Commission), of Title II (Commissions and Boards) of the City of Selma Municipal Code regarding the composition of the Personnel and Planning Commissions. If adopted, the Ordinance is effective on the 31st day after adoption.

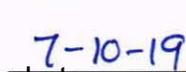
There is no fiscal impact associated with the adoption of this ordinance.

RECOMMENDATION: It is recommended that the City Council adopt Ordinance No. 2019-3, an Ordinance of the Selma City Council amending Sections 2-2-3 (Personnel Commission) and 2-2-4 (Duties of the Personnel Commission) of Chapter 2 (Personnel System), and Section 2-1-2 (Organization; Terms; Compensation) of Chapter 1 (Planning Commission), of Title 2 (Commissions and Boards) of the City of Selma Municipal Code regarding the composition of the Personnel and Planning Commissions.


Tesla Nason, Human Resources Manager


Date


Teresa Gallavan, City Manager


Date

ORDINANCE NO. 2019 - 3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AMENDING SECTIONS 2-2-3 (PERSONNEL COMMISSION) AND 2-2-4 (DUTIES OF THE PERSONNEL COMMISSION) OF CHAPTER 2 (PERSONNEL SYSTEM), AND SECTION 2-1-2 (ORGANIZATION; TERMS; COMPENSATION) OF CHAPTER 1 (PLANNING COMMISSION) OF TITLE 2 (COMMISSIONS AND BOARDS) OF THE CITY OF SELMA MUNICIPAL CODE REGARDING THE COMPOSITION OF THE PERSONNEL AND PLANNING COMMISSIONS

WHEREAS, pursuant to Section 2-2-3 of the City's Municipal Code ("Code"), there is an established Personnel Commission which hears appeals submitted by any employee in the competitive service regarding certain specified personnel matters; and

WHEREAS, under the City's Code, the Personnel Commission is comprised of five regular members, and two, ad-hoc members who are required to be the chairpersons of the Selma Planning Commission and Traffic and Streets Commission; and

WHEREAS, the Traffic and Streets Commission was suspended in 2014, and therefore it is necessary to amend the requirements governing the composition of the Personnel Commission; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the July 1, 2019 public meeting, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Selma Municipal Code Amendment.

The first paragraph of Section 2-2-3 (Personnel Commission) of Chapter 2 (Personnel System) of Title 2 (Commissions and Boards) of the Selma Municipal Code is hereby amended to read in its entirety as follows:

2-2-3 PERSONNEL COMMISSION

There is hereby created a personnel commission to consist of five (5) regular members, to be appointed by the city council, and two (2) alternate members, who shall be the two most senior members of the Planning Commission, who do not serve as regular members of the Personnel Commission. Said alternates shall attend meetings at the request of the chairperson, and only in the event that there is an anticipated, or actual lack of quorum, or in the event that only four regular members are anticipated to attend a meeting. At no time shall more than five members, including alternates, participate in any matter before the Personnel Commission. Notwithstanding the foregoing, those individuals appointed by the city council and who are in office as of the effective date of this ordinance are regular members, and shall remain in office for a term consistent with their appointments.

SECTION 3. Selma Municipal Code Amendment.

The first paragraph of Section 2-2-4 (Duties of the Personnel Commission) of Chapter 2 (Personnel System) of Title 2 (Commissions and Boards) of the Selma Municipal Code is hereby amended to read in its entirety as follows:

The personnel commission shall determine the order of business for the conduct of its meetings, and shall meet regularly or on call of the chairman or a majority of the members of the commission. Three members of the commission, which may be a combination of regular members and alternates, shall constitute a quorum for the transaction of business.

SECTION 4. Selma Municipal Code Amendment.

The last paragraph of Section 2-1-2 (Organization; Terms; Compensation) of Chapter 1 (Planning Commission) of Title 2 (Commissions and Boards) of the Selma Municipal Code is hereby amended to read in its entirety as follows:

The two most senior members of the Planning Commission, who do not serve as regular members of the Personnel Commission, shall serve as the two alternate members of the Personnel Commission, and shall attend meetings as set forth in Section 2-2-3 of this code.

SECTION 5. Clerical Errors

The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 6. Severability.

Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 7. Effective Date.

In accordance with California Government Code § 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 8. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

I Reyna Rivera, Selma City Clerk, do hereby certify that the foregoing ordinance was introduced at July 1, 2019, regular City Council meeting and duly adopted at a regular Selma City meeting and duly adopted at a regular Selma City meeting on the ___ day of _____, 2019 by the following vote, to wit:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

ITEM NO: 1.b.

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

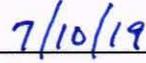
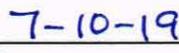
DISCUSSION: The attached is a standard agreement that CSJVRMA cities enter into for special services related to employment relations and management that are offered by the labor law firm of Liebert Cassidy Whitmore. This agreement is renewed annually. The special services offered by Liebert Cassidy Whitmore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

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

The term of this agreement is for 12 months commencing July 1, 2019.

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$2,480.00		None
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: 700 - Insurance Fund Balance:		\$2,480.00

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

	
_____ Tesla Nason, Human Resources Manager	_____ Date
	
_____ Teresa Gallavan, City Manager	_____ Date

AGREEMENT FOR SPECIAL SERVICES

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

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

WHEREAS Agency has determined that no less than forty-three (43) public agencies in the Central Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

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

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2019, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

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

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

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

Fee:

Attorney will provide these special services to Agency for a fee of Two Thousand Four Hundred Eighty Dollars (\$2,480.00) payable in one payment prior to August 1, 2019. The fee, if paid after August 1, 2019 will be \$2,580.00.

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

Additional Services:

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

The range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Eighty Dollars (\$210.00 - \$380.00) per hour for attorney staff, Two Hundred Thirty Dollars (\$230.00) per hour for Labor Relations/HR Consultant and from One Hundred Thirty to One Hundred Seventy-Five Dollars (\$130.00 - \$175.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

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

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2019. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than forty-three (43) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2019.

LIEBERT CASSIDY WHITMORE
A Professional Corporation

CITY OF SELMA
A Municipal Corporation

By: 
J. Scott Tiedemann / Managing Partner

By: _____

Name: _____

Date: 6-7-19

Title: City Manager

Date: _____

ITEM NO: 1.c.

SUBJECT: Consideration of the Intergovernmental Agreement Regarding Transfer of Public Funds between the California Department of Health Care Services and the City, and the Health Plan Provider Agreement between the City and Anthem Blue Cross, and authorization for the City Manager to execute same

DISCUSSION: The Intergovernmental Transfer of Public Funds (“IGT”) program provides an opportunity for the City to receive federal matching funds to support health services for Medi-Cal Managed Care beneficiaries served by the City’s Fire Department. The City does not receive full reimbursement for the provision of medical services to Medi-Cal Managed Care patients. Currently, the City receives approximately 25% in reimbursement of our Medi-Cal Managed Care costs from payments received from Medi-Cal Managed Care Plan Provider(s) (“MMCPP”).

The IGT agreement requires the transfer of eligible local dollars from the City to the Department of Health Care Services (“DHCS”). DHCS in turn uses the funds to receive additional Federal funding from the Centers for Medicare and Medicaid Services. Since the funds must be used to support the Medi-Cal Managed Care program, DHCS transfers both the original contribution from the City and matched funds to the MMCPP, who in turn makes those funds available to the City. The State and Federal governments review and provide approval of the documents the City submits to participate in the IGT program prior to any funds being sent to DHCS.

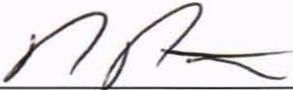
The amount the City initially transfers is calculated using the Estimated Member Months, which is then reconciled to actual enrollment for the service period of July 1, 2018 through June 30, 2019. Enrollment reconciliation occurs on an ongoing basis as updated figures are made available. If, after the enrollment reconciliation, there is an increase to the amount needed to fund the nonfederal share, the City will be required to transfer additional funds to cover the difference. If, after the enrollment reconciliation, there is a decrease to the amount needed to fund the nonfederal share, the City can choose to receive the unexpended funds from DHCS. If mutually agreed upon by DHCS and the City, amounts due to or owed by City may be offset against future transfers. Actual enrollment figures will be considered final two years after June 30, 2019. The City ambulance transports and meets the IGT participation criteria. As such, the City is eligible to participate in an IGT program to request funds to recover unreimbursed Medi-Cal costs.

The Health Plan Provider Agreement between Anthem Blue Cross (“PLAN”) and the City of Selma (“PROVIDER”) is an agreement providing for Medi-Cal managed care capitation rate increases to the PLAN as a result of intergovernmental transfers (IGTs”) from the City of Selma (“Governmental Funding Entity”) to the California Department of Health Care Services (“State DHCS”) to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

Should the PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, effective for the period of July 1, 2018 through June 30, 2019 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (IGT MMCRRIs”), the PLAN shall pay PROVIDER the amount of the MMCRRIs received from State DHCS in accordance with the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

The PLAN will deduct a 2% administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN’s cost to administer this program.

RECOMMENDATION: Approve the Intergovernmental Agreement Regarding Transfer of Public Funds between the California Department of Health Care Services and the City, and the Health Plan Provider Agreement between the City and Anthem Blue Cross, and authorize the City Manager to sign all necessary IGT program documents.



Robert Petersen, Fire Chief

7-10-19
Date



Teresa Gallavan, City Manager

7-10-19
Date

HEALTH PLAN-PROVIDER AGREEMENT

AGREEMENT TO IMPLEMENT THE 2018-2019 RATE RANGE IGTs

CITY OF SELMA AND ANTHEM BLUE CROSS

This Agreement is made this _____ day of _____ 2019, by and between Blue Cross of California dba Anthem Blue Cross, a California corporation hereinafter referred to as "PLAN", and the City of Selma, acting through its Fire Department, hereinafter referred to as "PROVIDER".

RECITALS:

WHEREAS, PLAN, a corporate entity licensed under Health and Safety code Section 1349 et seq., has a contract with the State Department of Health Care Services (“ State DHCS”) pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan and to serve the residents of Fresno County;

WHEREAS, PROVIDER is an incorporated City whose Fire Department provides emergency response and ambulance transport to Plan members residing in Fresno County; and,

WHEREAS, PLAN and PROVIDER desire to enter into an Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from the City of Selma (“GOVERNMENTAL FUNDING ENTITY”) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

2018-2019 IGT MEDI-CAL MANAGED CARE CAPITATION RATE INCREASES

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, #18-95614, (“Intergovernmental Agreement”) effective for the period of July 1, 2018 through June 30, 2019 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (“IGT MMCRRIs”), PLAN shall pay to PROVIDER the amount of the IGT

MMCRRI received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) The PLAN shall retain a 2% administrative fee based on the total amount of the IGT MMCRRI received from DHCS for PLAN’s cost to administer this program. Each provider’s share of the 2% fee shall be calculated based on the provider’s proportionate share of the LMMCRR IGT payment made by PLAN in Fresno County.

(2) PLAN will not retain any other portion of the IGT MMCRRI received from the State DHCS other than those mentioned above.

C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

(1) remain a participating provider for PLAN Medi-Cal patients; and,

(2) maintain current emergency response and ambulance transport services for PLAN beneficiaries.

D. Schedule and Notice of Transfer of Non-Federal Funds

The GOVERNMENTAL FUNDING AGENCY shall notify the PLAN within five (5) business days after the City funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt and reconciliation of the IGT MMCRRIs from State DHCS.

F. Consideration

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Agreement exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Agreement constitute patient care revenues.

G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

H. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Fresno County.

PLAN and PROVIDER agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. PROVIDER agrees to cooperate with PLAN provider grievance resolution procedures.

In the event that any problem or dispute concerning the terms of this Agreement is not satisfactorily resolved, PLAN and PROVIDER agree to arbitrate such problem or dispute. Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. The arbitration will be conducted under the Commercial Rules of the American Arbitration Association, unless otherwise mutually agreed in writing by PLAN and PROVIDER. PROVIDER and PLAN agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. The initiation of the arbitration by written demand must be made within two (2) years of the date upon which the problem or dispute arose.

I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection

to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section H (above) of this Agreement. . The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

J. Indemnification

Notwithstanding anything to the contrary contained in the Agreement, PROVIDER shall indemnify and hold PLAN harmless against any losses, claims, demands, liabilities, court costs, judgments and expenses, imposed by a court or otherwise incurred by PLAN after the execution date of the Agreement as a result of PLAN's receipt of IGT MMCRRIs or payment of LMMCRR IGT, including but not limited to the following circumstances:

(1) In the event that State DHCS, the Department of Health and Human Services or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, for any reason relating to the Medi-Cal managed care capitation rate increases arising from the Intergovernmental Agreement as such increases flow through the Medi-Cal Agreement between PLAN and the State and this Agreement, including but not limited to

(a) State DHCS' failure to treat the IGT MMCRRIs or LMMCRR IGT Payments as set forth in the applicable sections of the Intergovernmental Agreement;

(b) the failure of the IGT MMCRRIs to qualify for federal participation pursuant to 42 C.F.R. part 433, subpart B; or

(c) overpayment of IGT MMCRRIs to PLAN by State DHCS, PLAN shall have a right to immediately recoup, offset or withhold any and all such amounts from payments otherwise due to PROVIDER. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRRs paid to PROVIDER in an amount equal to the amount of IGT MMCRRi payments recovered from PLAN, or by reduction of any other amounts owed to PLAN by PROVIDER.

(2) PLAN shall pursue an appeal, a lawsuit, or any other available legal action to challenge any recoupment by State DHCS, the Department of Health and Human Services, or any other federal or state agency that is not required by law, unless after consultation with PROVIDER and with good cause, PLAN determines that it is not in the best interest of PLAN and/or PROVIDER to do so;

(3) At PLAN's discretion PROVIDER shall either provide or arrange for legal representation on PLAN's behalf or PLAN shall arrange for its own representation and be entitled to reasonable attorney's fees and costs from PROVIDER for such representation, in addition to any and all other relief to which PLAN may be entitled, including but not limited to, the following circumstances:

(a) If any action at law, suit in equity, arbitration, or administrative action is brought against PLAN by State DHCS, the Department of Health and Human Services, or any other federal or state agency or other individual or organization to: (i) enforce or interpret the IGT MMCRRIs or LMMCRRs; or (ii) recoup, offset, or otherwise withhold any monies from PLAN relating to the IGT MMCRRIs or LMMCRR IGT Payments; or

(b) If PLAN brings any appeal, action at law, suit in equity, arbitration or administrative action against the State DHCS, or any other federal or state agency to (i) enforce or interpret the IGT MMCRRIs or LMMCRRs; or (ii) in response to an action described in subparagraph 1 or subparagraph 3(a) above;

(4) If PLAN prevails in any appeal, action at law, suit in equity, arbitration, or administrative action against PLAN to enforce or interpret the IGT MMCRRIs or LMMCRRs, PLAN shall be entitled to reasonable attorney's fees and costs from PROVIDER; and

K. Relationship of the Parties

For purposes of this Agreement, PLAN and PROVIDER are and will act at all times as independent contractors. Nothing in this Agreement shall be construed, or be deemed to create, a relationship of employer or employee or principal and agent, or any relationship other than that of independent entities contracting with each other for the purposes of effectuating this Agreement. In no way shall PLAN be construed to be providers of Health Services or responsible for the provision of such Health Services. PROVIDER shall be solely responsible to the Covered Individual for treatment and medical care with respect to the provision of Health Services. PROVIDER may freely communicate with Covered Individuals regarding the treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

PROVIDER hereby expressly acknowledges its understanding that this Agreement constitutes a contract between PROVIDER and PLAN, that PLAN is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and/or Blue Shield Plans ("Association"), permitting PLAN to use the Blue Cross and/or Blue Shield Service Marks in the state where PLAN is located, and that PLAN is not contracting as the agent of the Association. PROVIDER further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than PLAN, and that no person, entity

or organization other than PLAN shall be held accountable or liable to PROVIDER for any of PLAN's obligations to PROVIDER created under this Agreement. PROVIDER has no license to use the Blue Cross and/or Blue Shield names, symbols, or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to PROVIDER to use the Brands. Any references to the Brands made by PROVIDER in its own materials are subject to review and approval by PLAN. This section shall not create any additional obligations whatsoever on the part of Plan, other than those obligations created under other provisions of this Agreement.

L. Severability

In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If one or more provisions of the Agreement are invalid, illegal or unenforceable and an amendment to the Agreement is necessary to maintain its integrity, the parties shall make commercially reasonable efforts to negotiate an amendment to this Agreement and any attachments or addenda to this Agreement which could reasonably be construed not to contravene such statute, regulation, or interpretation. In addition, if such invalid, unenforceable or materially affected provision(s) may be severed from this Agreement and/or attachments or addenda to this Agreement without materially affecting the parties' intent when this Agreement was executed, then such provision(s) shall be severed rather than terminating the Agreement or any attachments or addenda to this Agreement.

M. Remittance Information

The IGT-funded payments made by the PLAN pursuant only to this Agreement, shall be mailed to the PROVIDER at the address set forth below:

Isaac Moreno, Assistant City Manager
City of Selma
1710 Tucker Street
Selma, CA 93662

Phone: (559) 891-2205 Email: Isaacm@cityofselma.com
Tax ID: 94-6000431 * Please also provide a copy of an updated W-9

2. Term

The term of this Agreement shall commence on July 1, 2019 and shall terminate on December 31, 2022.

HEALTH PLAN-PROVIDER AGREEMENT

AGREEMENT TO IMPLEMENT THE 2018-2019 RATE RANGE IGTS

City of Selma and Anthem Blue Cross

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed personally or by their duly authorized officers or agents.

SIGNATURES

HEALTH PLAN: ANTHEM BLUE CROSS

By: _____ Date: _____
Paul Pakuckas, RVP II, Provider Solutions CA Medicaid and Medicare, Anthem Blue Cross

PROVIDER: CITY OF SELMA

By: _____ Date: _____
Teresa Gallavan, City Manager, City of Selma

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the CITY OF SELMA (GOVERNMENTAL FUNDING ENTITY) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (PMPM) contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of July 1, 2018 through June 30, 2019 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of July 1, 2018 through June 30, 2019 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after June 30, 2019. If this reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If this reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories

reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of July 1, 2018 through June 30, 2019, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS separately from, and simultaneous to, the transfer amounts made under Section 1 of this Agreement. If, at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Robert Petersen, Fire Chief
City of Selma
1711 Tucker Street
Selma, CA 93662
RobertP@cityofselma.com

With copies to:

Isaac Moreno, Assistant City Manager
City of Selma
1710 Tucker Street
Selma, CA 93662
IsaacM@cityofselma.com

To DHCS:

Sandra Dixon
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., Suite 71-4002
MS 4413
Sacramento, CA 95814
Sandra.Dixon@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of July 1, 2018 and shall expire as of December 31, 2021 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE CITY OF SELMA:

By: _____ Date: _____

Teresa Gallavan, City Manager, City of Selma

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Jennifer Lopez, Division Chief, Capitated Rates Development Division

Exhibit 1

Funding Entity:	City of Selma		
Health Plan:	CalViva Health		
Rating Region:	Fresno		
		Estimated Member	Estimated
Rate Category	Contribution PMPM	Months	Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.31	1,327,231	\$ 411,442
Child - MCHIP	\$ 0.08	354,226	\$ 28,338
Adult - non MCHIP	\$ 0.75	725,430	\$ 544,073
Adult - MCHIP	\$ 0.18	5,907	\$ 1,063
SPD	\$ 2.34	231,177	\$ 540,954
SPD/Full-Dual	\$ 0.56	94,897	\$ 53,142
BCCTP	\$ 2.85	176	\$ 502
Optional Expansion	\$ 0.10	850,830	\$ 85,083
Estimated Total		3,589,874	\$ 1,664,597

Funding Entity:	City of Selma		
Health Plan:	Anthem Blue Cross		
Rating Region:	Fresno		
		Estimated Member	Estimated
Rate Category	Contribution PMPM	Months	Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.16	472,347	\$ 75,576
Child - MCHIP	\$ 0.04	114,559	\$ 4,582
Adult - non MCHIP	\$ 0.36	226,829	\$ 81,658
Adult - MCHIP	\$ 0.09	931	\$ 84
SPD	\$ 1.02	91,884	\$ 93,722
SPD/Full-Dual	\$ 0.29	34,943	\$ 10,133
Optional Expansion	\$ 0.06	384,129	\$ 23,048
Estimated Total		1,325,622	\$ 288,803

CITY MANAGER'S/STAFF'S REPORT

REGULAR CITY COUNCIL MEETING DATE: July 15, 2019

ITEM NO: 1.d.

SUBJECT: Consideration of Grant Award from the California Department of Public Health Food and Drug Branch Program and authorize City Manager to execute grant documents

DISCUSSION: The City applied for the Tobacco Law Enforcement Grant through the California Department of Public Health (CDPH) Food and Drug Branch Program, to implement the Selma Tobacco Operation and Enforcement (STOP) Program to address tobacco use among the City's youth.

On May 17, 2019 the City was notified by CDPH that it was awarded a grant in the amount of \$195,265 to fund the STOP Program.

The grant requires the City to create and sustain a law enforcement team trained in tobacco laws and enforcement, as well as to prevent and intervene in the use of tobacco products to minors and young adults.

RECOMMENDATION: Staff recommends that the City Council accept the CDPH grant and authorize City Manager to execute all grant documents.



Greg Garner, Police Chief

7/10/19
Date



Teresa Gallavan, City Manager

7-10-19
Date

TO: The City of Selma

FROM: California Department of Public Health (CDPH)

SUBJECT: Food and Drug Branch Grant 18-10953

Please find attached the above-referenced Contract Agreement between the California Department of Public Health and The City of Selma for your review and signature.

The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. If you encounter any problems please contact me immediately for assistance. Please do not alter this Agreement, but if necessary, all requests for changes/corrections must be submitted to CDPH for Contract Management Unit approval prior to Contractor signature.

To approve this Agreement print, sign and return only the following checked items:

Four (4) original copies of the CDPH 1229 signature page only (page three of the contract Agreement) all copies must bear original signatures

Failure to sign and submit the required forms by the date indicated will result in delayed approval of your agreement.

Please return all requested original signed pages to this address:

**California Department of Public Health (CDPH)
Attn: Aimee Kerling
Program: Food and Drug Branch- Financial Operations and Program Support Section
Address: 1500 Capitol Avenue, CA 95814**

In an effort to expedite this agreement through the approval process, we request that the attached items are returned as soon as possible in order to avoid disruption in services. Please let me know if you need additional time to return the signed documents.

If you have any questions and/or concerns, please contact me at the number listed below.

Thank you,

Aimee Kerling
Staff Services Analyst
1500 Capitol Avenue, Sacramento, CA 95814
(916) 650-6588
Aimee.Kerling@cdph.ca.gov

TOBACCO ENFORCEMENT SECTION
STOP TOBACCO ACCESS TO KIDS ENFORCEMENT – “STAKE” GRANT PROGRAM
Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

City of Selma, hereinafter “Grantee”

Implementing the project, “Local Law Enforcement Training,” hereinafter “Project”

GRANT AGREEMENT NUMBER 18-10953

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Revenue and Taxation Code, Section 30130.50 - 30130.58.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide funding to local law enforcement agencies to attend trainings to ensure staff are trained properly and are knowledgeable in tobacco-related laws and protocols, as specified in Exhibit A, Grant Application, which is hereby incorporated to serve as the project.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$195,265.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on February 1, 2019, or upon approval of this grant, and terminates on January 31, 2022. No funds may be requested or invoiced for services performed or costs incurred after **January 31, 2022**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	City of Selma
Food and Drug Branch Grant Manager: Hugo Cornejo	Police Department Chief of Police: Greg Garner
Address: 1500 Capitol Aveune, MS 7602	Address: 1935 East Front Street
City/State/Zip: Sacramento, California 95814	City/State/Zip: Selma, CA 93662
Phone: 916-650-6500	Phone: 559-891-2250
Fax:	Fax:

Email: Hugo.Cornejo@cdph.ca.gov	Email: teresag@cityofselma.com
---------------------------------	--------------------------------

Direct all inquiries to:

California Department of Public Health, Food and Drug Branch-Tobacco Enforcement Section	City of Selma
Attention: Hugo Cornejo	Attention: Greg Garner
Address: 1500 Capitol Avenue, MS 7602	Address: 1935 East Front Street
City/State/Zip: Sacramento, California 95814	City/State/Zip: Selma, CA 93662
Phone: 916-650-6500	Phone: 559-891-2250
Fax :	Fax:
Email: Hugo.Cornejo@cdph.ca.gov	Email: teresag@cityofselma.com

Either party may change its Project Representative upon written notice to the other party.

All payments from CDPH to the Grantee; shall be sent to the following address:

City of Selma
Attention: Heather Kredit
Address: 1710 Tucker Street
City/State/Zip: Selma, California 93662
Phone: (559) 891-2200 Ext. 3121
Fax:
Email: heatherk@cityofselma.com

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS

Exhibit D **REQUEST FOR APPLICATIONS**
Including all the requirements and attachments contained therein
<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/STAKEProgram/RFA-18-10494/18-10494-RFA.pdf>

Exhibit E **ADDITIONAL PROVISIONS**

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Teresa Gallavan, City Manager
City of Selma
1710 Tucker Street
Selma, CA 93662

Date: _____

Marshay Gregory, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

EXHIBIT A

GRANT APPLICATION



18-10494-RFA

Tobacco Law Enforcement Grant Program

Selma Tobacco Operation and Prevention (STOP)

City of Selma

 ORIGINAL



Teresa Gallavan, City Manager
City of Selma
1710 Tucker Street
Selma, CA 93662
(559) 891-2250
teresag@cityofselma.com



Greg Garner, Chief of Police
City of Selma
1935 E. Front Street
Selma, CA 93662
(559) 896-2525
gregg@cityofselma.com

Applicant Capability

The City of Selma Police Department can successfully implement the proposed tobacco control project—**Selma Tobacco Operation and Prevention (STOP) Program**. The City possessed the organizational capacity based on current and past successes, and lessons learned.

- 1. Briefly describe how applicant's mission, types of programs and services, targeted populations that the applicant works with are consistent with the goals and requirements of this RFA.**

The City of Selma Police Department has a vision to partner with the community—in particular the Selma Unified School District with the current proposed effort—to provide a safe and healthy environment for residents. The employees are committed to serving the community in a professional manner which promotes community involvement and remains sensitive to the needs of its citizens. As the City continues to grow, so do the challenges we face as a community, and the Selma Police Department is committed to working with the all of our citizens in meeting those challenges.

We recognize our responsibility to maintain order, while affording dignity and respect to every individual. Our objective is to improve the quality of life through community partnership which promotes safe, secure neighborhoods throughout the City of Selma. The Police Department follows the philosophy of Community Oriented Policing and Problem Solving. This creates a team approach to solving community problems.

The City's School Resource Officer (SRO) Program is a team effort between the Selma Police Department and members of the school community cooperatively addressing issues that impact the safety, learning environment, and other community concerns in and around the school setting. The SRO program is also an integral part of the Community Oriented Policing philosophy.

The Police Department's objectives and program structure is a perfect fit with the current Request for Applications from the California Department of Public Health—reducing the illegal sale of tobacco products to minors. The Police Department is also eager to continue to improve the knowledge and skills of its officers regarding prevention of tobacco use and reducing usage by persons under the age of 21.

- 2. Demonstrated access and work with youth, communities in conjunction with the illegal sales of tobacco products.**

The Selma City Council and Police Department have a long history of being proactive and collaborative on tobacco use by youth in the community.

- In 2015, the City passed a local policy to reduce storefront window and clear door advertising for all stores to no more than 15 percent. This resulted in a 20.9 percent decrease in excessive storefront signage from 2014 to 2016, including for tobacco advertising.
- In 2016, the City decided to restrict the density and proximity of tobacco retailers to no closer than 600 feet of a residential zone of the City, or any public or private Daycare, Kindergarten, Elementary School, Middle School, High School, Public Library, Church, Public Park or any other tobacco retailer.
- Also in 2016, the City approved the classification of e-cigarettes as tobacco products amid a series of restrictions tobacco and e-cigarette retailers. The new laws severely limit where tobacco and vape shops can be located within the City and establish new conditional-use permit requirements.
- In 2018, the City approved an ordinance that prohibits smoking in public parks, in addition to any other "recreational area" defined to mean an area owned or controlled or used by the City and open to the general public for recreational purposes, including parks, playgrounds, sports fields, walking paths, bike trails and skateboard parks. The ordinance prohibits smoking in those areas, in addition to other public places being used as a public event such as a parade, farmer's market or other festival open to the general public.

Over the years, the City has worked closely with the Fresno County Public Health Department and Fresno County Health Collaborative to address tobacco usage in public areas, including the above ordinances that restrict the use of tobacco products in public places.

- 3. Applicants program staffing should be able to demonstrate adequate skills and experience to satisfactorily manage and maintain all aspects of the grant requirements as it pertains to tracking measures, timeline management, invoicing, projected objective verification and other administrative and fiscal controls associated with the acceptance and management of government funds.**

The City of Selma has been successful with numerous grants in various areas of city needs, including transportation, water infrastructure and law enforcement. The Police Department has been very active over the years with successfully accessing funds from several State and federal public agency sources. The City's Finance and Administrative Team are closely involved in administering grant funds, including participating in application submittals such as this current application.

Included among the Police Department's success grant programs are:

- Multiple years of funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program;
- Bureau of Justice Assistance Gang Resistance Education and Training funding;
- U.S. Department of Justice Operation Weed and Seed Program;
- California Department of Alcoholic Beverage Control DUI funding; and
- Federal and State Community-Oriented Policing (COPS) funding.

4. Applicant's equipment needs should be adequately projected, outlined and detailed in reference to the training required that is commensurate with the current knowledge, skills and experience of the applicant's personnel.

The Police Department has adequate technology to assist with operational and administrative requirements of the grant program and staff is trained to accomplish those goals.

The City's application includes funding estimates for necessary reference materials for educational programs, funding for enforcement operations, and tracking materials to gauge results of the **STOP Program**.

5. Applicant's successes and accomplishments from previous program activities should be adequately summarized outlining previous program objectives and accomplishments.

The City of Selma Police Department is proud of its success with previous programs focused on the City's youth, including:

- **Youth Diversion Program**—The City's School Resource Officer (SRO) is responsible for coordination the Selma Police Department's Youth Diversion Program. Many times when a juvenile commits a minor offense it is because there is a larger problem that needs to be addressed. When a juvenile arrest is made the officer determines a course of action to prevent the youth from continuing a trend of delinquency. One option the officer has is to place the juvenile in to the Youth Diversion Program. The juvenile is issued a citation to appear at the Police Department with a parent or guardian. The parent and SRO then work together placing the Juvenile on a contract which includes requirements the juvenile must complete to rectify the offense. Community service is an important part of the Youth Diversion Program. An officer supervises a group of juvenile offenders on the

weekends to complete cleanup projects. This gives the youth an understanding of work and a sense of accomplishment and citizenship.

- **Weed and Seed Program**—Operation Weed and Seed from the U.S. Department of Justice is a community-based, multi-agency approach to combating violent crime, drug use, and gang activity in high-crime neighborhoods. The goal is to weed out crime from targeted neighborhoods and seed the targeted sites with a wide range of crime and drug prevention programs and human service agency resources to prevent crime from recurring. The Weed and Seed strategy is a multi-level strategic plan that includes four basic components: law enforcement; community policing; prevention, intervention, treatment; and neighborhood restoration.

The City of Selma was officially recognized in May 1997. The Selma's Steering Committee consists of a mixture of local government officials, county officials, community-based organizations, and non-profit organizations, along with community residents of the designated Weed and Seed area. Under Selma's Weed and Seed strategy the following has occurred: a full-time officer and five part-time officers have been assigned to monitor gangs, narcotics trafficking, traffic issues, truancy and curfew violations, and alcohol-related offenses; a full-time Community Service Officer from the Selma Police Department has been assigned to Operation Weed and Seed to enhance the community policing by implementing events and programs that will assist in bridging the gap between law enforcement and the community; a full-time Weed and Seed Neighborhood Coordinator has been hired to address the areas of gang awareness, employment, job training, computer training, teen pregnancy prevention, domestic violence counseling, after-school tutoring and mentoring; and churches, students, and residents in the designated area have collaborated to provide neighborhood clean-ups, planting of flowers and trees throughout the area, and providing additional equipment at the parks for children to play.

The City's success with this program was recognized with a profile in the U.S. Department of Justice's publication, *Weed & Seed In-Sites* in 2000.

Scope of Work

Summary

Agency Description

The **Selma Tobacco Operation and Enforcement (STOP) Program** will utilize the dedication and expertise of the City of Selma Police Department to address tobacco use among the City's youth. The City of Selma Police Department includes a total of 35 sworn officers and civilian employees. The Police Department is led by a Chief of Police and includes the following positions: Chief (1), Lieutenants (2), Sergeants (5), Others (25), and School Resource Officers (2).

The employees are committed to serving the community in a professional manner which promotes community involvement and remains sensitive to the needs of its citizens. As the City continues to grow, so do the challenges we face as a community, and the Selma Police Department is committed to working with the all of our citizens in meeting those challenges.

The City of City of Selma is located in the Central Valley on the southern edge of Fresno County and constitutes the target area for this grant request. The City is located directly on U.S. Highway 99, approximately 17 miles south of the City of Fresno—an urban area over 500,000 in population.

The **STOP Program** will provide essential resources to an underserved population of 24,742. According to the U.S. Census Bureau, over 30 percent of the City's population is 18 years of age or under—this is significantly higher than the United States' 22 percent.

Nearly 83 percent of the City's population is of Hispanic origin; almost 60 percent of households speak a language other than English at home; 35 percent of the population have less than a high school education; and 23 percent of families live below the poverty level (U.S. Census Bureau, 2018). Finally, the City of Selma has a median household income of \$41,428, which is significantly lower than the statewide average of \$77,359.

The City of Selma currently has a total of 30 licensed tobacco retailers.

Funding Requested

The City of Selma Police Department is requesting a total of \$195,265 for the **STOP Program**. The 36-month funding request is divided over four fiscal years, beginning February 1, 2019 and continuing through January 31, 2022.

The following table contains the amount of funding requested per fiscal year and the budget included with this application provides a more detailed breakdown of respective costs for each of the years:

Fiscal Year	Funding Requested
2018-19	\$46,216
2019-20	\$47,898
2020-21	\$49,656
2021-22	\$51,495

Goals and Objectives

The requested grant funding will serve the City of Selma and underserved minority youth at high risk for tobacco use. The goals of the **STOP Program** are to create and sustain a law enforcement team trained in tobacco laws and enforcement, as well as to prevent and intervene in the use of tobacco products to minors and young adults.

The City will focus on achieving the abovementioned goals by carrying out the following objectives:

- 1) Participation in available law enforcement training related to tobacco laws, education and enforcement activities;
- 2) Prevention and intervention through the education of minors, young adults, and their parents;
- 3) Positive youth development through public targeted outreach;
- 4) Enforcement activities targeted at preventing the illegal sale of tobacco products to minors; and the
- 5) Purchase and installation of signage for designated public non-smoking areas.

Measurable Outcomes

The **STOP Program** will measure success by establishing a series of outcomes to reflect the priorities of the City of Selma Police Department, Proposition 56, and the grant program, including:

- 1) Participation in a minimum of nine (9) tobacco-related training sessions, including the California Department of Public Health (CDPH), Food and Drug Branch (FDB), Tobacco Enforcement Section (TES) Tobacco Enforcement Workshops. The City of Selma Police Department will schedule a minimum of one (1) tobacco-related training sessions in calendar year 2019, and a minimum of four (4) sessions in both calendar years 2020 and 2021, for a total of at least nine (9) sessions overall. The Department will also consider additional sessions as they are scheduled.
- 2) Eighty (80) percent of students will demonstrate increased knowledge about tobacco use, vaping, drug and alcohol use, based on pre- and post-test scores. The City of Selma Police Department will conduct an initial pre-test at the commencement of the school year in September/October 2019. Check-in tests will be conducted in January 2020 and January 2021, and a final test will be conducted in January 2022 to determine compliance with the project's deliverables.

3) Ninety (90) percent of students will abstain from tobacco use and vaping during the program, based on anonymous pre-and post-surveys. The City of Selma Police Department will conduct an initial survey at the commencement of the school year in September/October 2019. Check-in surveys will be conducted in January 2020 and January 2021, and a final test will be conducted in January 2022 to determine compliance with the project's deliverables.

Problem Statement

The **STOP Program** will serve a target area that has several factors that contribute to youth risky behavior and early onset tobacco consumption. The geographic area is within the city limits of Selma.

Within the city, the Police Department has maintained School Resource Officer presence at Selma High School and Abraham Lincoln Middle School. These two schools will be key target areas for educational activities and surveys.

According to *California Tobacco Facts and Figures* from CDPH, in California, smoking is more prevalent among minorities, smoking rates decrease with higher levels of income and education. The City of Selma is a "minority majority" community with significant pockets of poverty and disadvantaged neighborhoods. Approximately 25 percent of the area's population is foreign-born.

In addition, across the schools in the Selma Unified School District, between 77 and 95 percent of the students are eligible for free/reduced price meals. As noted previously, youth under the age of 19 make up 30 percent of the residents in the City. Nearly 18 percent of students at Abraham Lincoln Middle School are English learners. Selma's demographics illustrate the need for policy enforcement and an educational approach to address its disparities.

In the last few years, California has experienced a decrease in cigarette use, while experiencing a nearly equal rate of increase in electronic cigarette use according to CDPH's *California Tobacco Facts and Figures*. The California Healthy Kids Survey reported in the Selma Unified School District that four percent of 7th grade students and 14 percent of 11th grade students smoke cigarettes. Similarly, seven percent of 7th grade students and nine percent of 11th grade students use electronic cigarettes.

Project Description

The **STOP Program** is designed to ensure the City's officers and operation team members remain properly trained in tobacco enforcement as much as it is an education and enforcement program benefitting the City's youth.

As noted in the section on measurable outcomes, the Police Department participants will take part in a minimum of nine (9) tobacco-related trainings and workshops. While these trainings can be offered by various entities, a priority will be the workshops from CDPH.

These workshops are conducted in convenient locations and at multiple times each year. The focus for the officers involved in the **STOP Program** will include:

- An overview of tobacco laws in California and recent updates;
- Familiarizing officers with current tobacco products on the market;
- Updates on the prevalence of youth tobacco use;
- Interactive discussion on the key elements of carrying out a tobacco decoy operation;
- Tools and templates for conducting a tobacco decoy operation; and
- Overview of the Administrative Penalty Process from case preparation to the administrative hearing.

In addition to the training outlined above, with the requested grant funding, the City of Selma will implement laws regarding the sale, marketing, and restrictions on the use of tobacco products to minors and young adults.

As described briefly above, the **STOP Program** goals also include expanding current prevention and intervention efforts and focus on educating youth and their parents on the harmful effects of tobacco products; and exposing young people to protective factors that promote positive behaviors, health, well-being and reduce the use of cigarettes and tobacco product.

Grant funding will expand the focus on achieving the additional above-mentioned goals by carrying out the following activities:

- 1) Conduct prevention and intervention efforts through the education of minors, young adults, and community members about the health dangers and laws regarding cigarettes and tobacco products with partners from the Selma Unified School District;
- 2) Identify effective communication strategies and methods for reaching student populations about the use of tobacco;
- 3) Produce informational materials, surveys and other outreach mechanisms for use with the target populations;
- 4) Identify licensed tobacco sellers for a focus on illegal sales of tobacco to minors and conduct enforcement operations as appropriate; and
- 5) Purchase signage for designated public non-smoking areas. Signage will be installed at public parks and bus stops in the City of Selma.

Project Personnel

The City of Selma Police Department will be responsible for the proposed **STOP Program**. The following table outlines the staff involved, as well as their duties and responsibilities:

Staff Title	Number	Duties and Responsibilities
Chief of Police	1	Responsible for team members involved in enforcement sweeps and operations involving licensed tobacco retailers, as well as oversight of education activities
Lieutenant	1	Responsible for direct supervision of grant activities, including operations direction and guidance in the field
School Resource Officer	1	Responsible for education activities as part of the grant program, including coordination with the school district
Office Assistant	1	Responsible for general administrative and clerical duties related to the tobacco education and enforcement program

Budget Detail

Exhibit B, Attachment 1 is included with this application and provides a detailed budget for the **STOP Program**.

The City of Selma recognizes the funding constraints of the Tobacco Law Enforcement Grant Program and is willing to work with CDPH to modify elements of the **STOP Program** in order to access even partial funding.

**Exhibit B, ATTACHMENT 1
CDPH TOBACCO ENFORCEMENT SECTION GRANT BUDGET DETAIL**

Costs Per Fiscal Year (July 1 - June 30)

Personnel Services (I.E. Training A. Coordinators, Staff/Trainees)					
Salaries					
Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Chief of Police		\$ 5,486	\$ 5,761	\$ 6,049	\$ 6,351
Lieutenant		\$ 4,954	\$ 5,202	\$ 5,462	\$ 5,735
School Resource Officer		\$ 2,830	\$ 2,972	\$ 3,120	\$ 3,276
Office Assistant		\$ 2,252	\$ 2,365	\$ 2,483	\$ 2,607
	SUBTOTAL	\$ 15,522	\$ 16,300	\$ 17,114	\$ 17,969
Overtime					
Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Chief of Police		\$ -	\$ -	\$ -	\$ -
Lieutenant		\$ 116	\$ 122	\$ 128	\$ 134
School Resource Officer		\$ 337	\$ 354	\$ 372	\$ 390
Office Assistant		\$ 154	\$ 162	\$ 170	\$ 178
	SUBTOTAL	\$ 607	\$ 638	\$ 670	\$ 702
Benefits					
Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Chief of Police		\$ 2,217	\$ 2,328	\$ 2,444	\$ 2,566
Lieutenant		\$ 2,967	\$ 3,114	\$ 3,270	\$ 3,434
School Resource Officer		\$ 2,108	\$ 2,214	\$ 2,324	\$ 2,441
Office Assistant		\$ 2,595	\$ 2,724	\$ 2,861	\$ 3,004
	SUBTOTAL	\$ 9,887	\$ 10,380	\$ 10,899	\$ 11,445
	TOTAL PERSONAL SERVICES	\$ 26,016	\$ 27,318	\$ 28,683	\$ 30,116

B. Training Expenses (e.g. Tuition, Training Materials)					
Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
CDPH, FDB, TES Training Classes		\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927

**Exhibit B, ATTACHMENT 1
CDPH TOBACCO ENFORCEMENT SECTION GRANT BUDGET DETAIL**

C. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Educational Supplies and Signage		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000

D. Equipment

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -

E. Travel Expenses/Registration Fees

Description and Destination	Computation	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Travel to School, Public Events, and Trainings		\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000

*For DQT-sponsored events only. Travel will only be reimbursed under the current state rates.

F. Other Expenses

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -

**Exhibit B, ATTACHMENT 1
CDPH TOBACCO ENFORCEMENT SECTION GRANT BUDGET DETAIL**

G. Administrative Costs*					
Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Overhead and Administrative Expenses		\$ 2,200	\$ 2,280	\$ 2,364	\$ 2,452
		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 2,200	\$ 2,280	\$ 2,364	\$ 2,452

*Administrative costs may not exceed 5% of the total budget.

SUMMARY					
Budget Category	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total Request
A. Personal Services	\$ 26,016	\$ 27,318	\$ 28,683	\$ 30,116	\$ 112,133
B. Training Expenses	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 41,836
C. Operating Expense	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 20,000
D. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
E. Travel/Registration	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 12,000
G. Administrative Costs	\$ 2,200	\$ 2,280	\$ 2,364	\$ 2,452	\$ 9,296
TOTAL PROJECT COSTS	\$ 46,216	\$ 47,898	\$ 49,656	\$ 51,495	\$ 195,265

Exhibit B

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Aimee Kerling
California Department of Public Health
Food and Drug Branch
1500 Capitol Ave, MS 7602
Sacramento, CA 95814
P.O. Box 997435
Sacramento, CA 95899-7435

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed \$195,265.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

7. Income Restrictions

This provision is deleted in its entirety from Exhibit C.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit E

Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

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

July 15, 2019

ITEM NO: 1.e.
SUBJECT: Consideration of a Resolution Declaring Surplus and Sale, Donation or Disposal of City Property

DISCUSSION: Multiple City departments are requesting the City Council's approval to declare as surplus various office supplies and vehicles.

Given the age and general condition of the vehicles, the use of these vehicles /equipment are no longer cost-effective for the City. The surplus vehicle list consists of the following:

Unit #	Dept	Year	Use	Unit Description	License	Vin/Serial #	Status Change Date	Notes
1313	5400	2006	Street Sweeper	Street Sweeper	1216402	49HAADB16DW02052	5/15/2019	non repairable
8507	2600	2001	Fire Engine	American LaFrance Fire Engine	1094494	4Z3AADBS21RH98481	7/9/2019	non repairable Company is no longer in business

Various office supplies such as tiered desk shelves, desk organizers, desk managers have consumed valuable storage space and are no longer being utilized.

Staff is requesting that Council declare the items surplus in order to authorize the sale, donation or disposal of said equipment as prescribed by law.

RECOMMENDATION: Adopt the Resolution declaring the various equipment as surplus and authorizing its sale, donation, or disposal.



 Teresa Gallavan, City Manager

7-10-19

 Date

RESOLUTION NO. 2019 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, DECLARING CERTAIN EQUIPMENT SURPLUS AND
AUTHORIZING THEIR SALE, DONATION, OR DISPOSAL

WHEREAS, in accordance with the provisions of Government Code Section 37350, the City is permitted to dispose of personal property for the common benefit; and

WHEREAS, the City desires to declare certain equipment to be surplus. A description of said equipment is attached hereto as “Exhibit A”.

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

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

Section 2. Given the age and condition of the various equipment set forth in Exhibit A, said equipment has become obsolete and replaced with new, reliable equipment, the City Council hereby declares the various equipment as surplus property.

Section 3. The City Manager is hereby directed to sell, donate or dispose of the surplus equipment, and take all actions necessary to effectuate the direction set forth in this Resolution.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of July 2019, by the following roll call vote:

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

ATTEST:

Scott Robertson, Mayor

Reyna Rivera, City Clerk

EXHIBIT A
Equipment for Surplus

Unit #	Dept	Year	Use	Unit Description	License	Vin/Serial #	Status Change Date	Notes
1313	5400	2006	Street Sweeper	Street Sweeper	1216402	49HAADB16DW02052	5/15/2019	non repairable
8507	2600	2001	Fire Engine	Fire Engine	1094494	4Z3AADB521RH98481	7/9/2019	non repairable

Miscellaneous office supplies such as tiered desk shelves, desk organizers and desk managers are no longer being utilized and are consuming valuable storage space.

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

July 15, 2019

ITEM NO: 1.f.

SUBJECT: Consideration of a Resolution of the City Council of the City of Selma, California, in support of the County of Fresno's efforts to address homelessness countywide

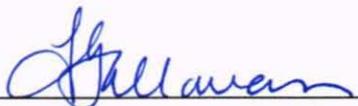
DISCUSSION: The County of Fresno has submitted a request to each city in Fresno County to adopt a resolution in support of the County's efforts to address homelessness countywide.

The County has met with cities and used the input provided by city representatives and the County's Departments of Behavioral Health, Public Health and Social Services, to create a list of priorities to strategically address homelessness countywide.

On June 4, 2019, the Fresno County Board of Supervisors unanimously adopted Resolution No. 19-236, establishing a list of priorities to serve as the basis for addressing homelessness countywide, for calendar year 2019.

The City Attorney's office has prepared the attached resolution for Council consideration.

RECOMMENDATION: It is recommended that the City Council adopt a resolution declaring its support of the County of Fresno's efforts to address homelessness countywide.



Teresa Gallavan, City Manager

7-10-19
Date

RESOLUTION NO. 2019 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA IN SUPPORT OF THE COUNTY OF FRESNO'S EFFORTS TO
ADDRESS HOMELESSNESS COUNTYWIDE**

WHEREAS, on June 4, 2019, the Fresno County Board of Supervisors adopted Resolution No. 19-236, establishing a list of priorities to serve as the basis for addressing homelessness countywide, for calendar year 2019; and

WHEREAS, the County requested that each city in Fresno County adopt a resolution supporting its efforts to address homelessness throughout the County; and

WHEREAS, the City recognizes that homelessness is a countywide problem that is best addressed collaboratively.

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

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

Section 2. The City supports the County's efforts to work collaboratively across all cities in the County to address issues related to homelessness.

Section 3. The City shall endeavor to use its best efforts to work with other cities and the County of Fresno to address homelessness countywide.

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

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

PASSED, APPROVED and ADOPTED at a Regular Meeting of the city Council of the City of Selma on this 15th day of July, 2019, by the following roll call vote:

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

Scott Robertson, Mayor

Attest:

Reyna Rivera, City Clerk



County of Fresno

COUNTY ADMINISTRATIVE OFFICE
JEAN M. ROUSSEAU, CPA
COUNTY ADMINISTRATIVE OFFICER

June 12, 2019

Sent Via Email To: teresag@cityofselma.com

Selma City Council
1710 Tucker St.
Selma, CA 93662

RE: Homelessness Priorities 2019

Dear City Council Members:

On June 4, 2019, the Fresno County Board of Supervisors unanimously adopted Resolution No. 19-236, which included the Homelessness Priorities for Calendar Year 2019, enclosed for your review with related minute order and staff report. The list, which is not in priority order, was compiled through meetings with incorporated cities and the Directors of the Departments of Behavioral Health, Public Health, and Social Services.

With this letter, I respectfully request your adoption of the 14 priorities to affirm your city's commitment to work collaboratively with the other incorporated cities and the County to strategically address homelessness countywide. The list addresses jurisdictional boundaries, transportation, outreach, housing, data collection, direct services, and the preservation of public health and public safety. These priorities will allow County staff to focus on seeking funding, recommending for allocation, and/or utilizing flexible homeless funding to deliver related services. The list would be updated based on data-driven outcomes or at least once each calendar year.

I am committed to working with your city to identify and address issues related to homelessness. Should you have any questions please contact me at (559) 600-1222.

Sincerely,

Sonia M. De La Rosa
Principal Administrative Analyst

Enclosure



County of Fresno
Board of Supervisors
Minute Order

Hall of Records, Room 301
2281 Tulare Street
Fresno, California
93721-2198
Telephone: (559) 600-3529
Toll Free: 1-800-742-1011
www.co.fresno.ca.us

June 4, 2019

Present: 5 - Chairman Nathan Magsig, Vice Chairman Buddy Mendes, Supervisor Steve Brandau, Supervisor Brian Pacheco, and Supervisor Sal Quintero

Agenda No. 8.

Administrative Office - Confidential

File ID: 19-0690

Re: Adopt Resolution establishing the Homelessness Priorities for Calendar Year 2019, which will serve as the basis to address homelessness countywide

A MOTION WAS MADE BY VICE CHAIRMAN MENDES, SECONDED BY SUPERVISOR BRANDAU, THAT THIS MATTER BE APPROVED AS RECOMMENDED. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Ayes: 5 - Magsig, Mendes, Brandau, Pacheco, and Quintero

Resolution No. 19-236



Board Agenda Item 8

DATE: June 4, 2019
TO: Board of Supervisors
SUBMITTED BY: Jean M. Rousseau, County Administrative Officer
SUBJECT: Homelessness Priorities 2019

RECOMMENDED ACTION(S):

Adopt Resolution establishing the Homelessness Priorities for Calendar Year 2019, which will serve as the basis to address homelessness countywide.

Approval of the recommended action will adopt priorities to reduce homelessness in the County. This item is countywide.

ALTERNATIVE ACTION(S):

Your Board may amend the list; however, the 15 incorporated cities and the Directors of the Departments of Behavioral Health, Public Health, and Social Services compiled the priorities.

FISCAL IMPACT:

There is no Net County Cost associated with the recommended action. County services are provided to homeless individuals through various resources. Since FY 2016-17, the Board has allocated \$100,000 annually to offset the costs associated with homeless cleanup activities.

DISCUSSION:

On November 6, 2018, the Board received a presentation from the Fresno Housing Authority regarding a report entitled A Framework for Action authored by Barbara Poppe and Associates, which provided strategic recommendations to end homelessness in Fresno County; however, the report lacked input from the County's rural communities. The Board also directed the County Administrative Officer and designated Supervisor Nathan Magsig to participate as members of the Street2Home (S2H) Fresno County Planning Committee toward the development of a comprehensive plan to address homelessness, with input from the Directors of the Departments of Behavioral Health, Public Health, and Social Services.

On December 4, 2018, the Board adopted Resolution No. 18-0421 declaring a shelter crisis pursuant to Senate Bill 850 (Chapter 48, Statutes of 2018) and Government Code, section 8698.2 as required by the California Homeless Coordinating and Financing Council for the Homeless Emergency Aid Program grant funding distributed to the Fresno Madera Continuum of Care. The related agreements are pending Department of Social Services review, as the Administrative Entity, and are expected to be brought before the Board in June 2019. The shelter crisis resolution noted that the County had taken multiple efforts at the local level to combat homelessness and was developing a homeless plan.

As the S2H Fresno County Planning Committee works toward the establishment of the S2H Board, the

County has met with cities and used the input provided by city representatives and the County's Departments, to create a list of priorities to strategically address homelessness countywide.

Approval of the recommended action will adopt the County's Homelessness Priorities for Calendar Year 2019, which address jurisdictional boundaries, transportation, outreach, housing, data, direct services, and the preservation of public health and public safety. The recommended priorities, as outlined below, are intended to be a comprehensive list (County and 15 incorporated cities), which is a living document, updated as necessary based on data-driven outcomes or at least once a calendar year. The 15 cities are Clovis, Coalinga, Firebaugh, Fowler, Fresno, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Sanger, and Selma.

1. Address jurisdictional overlaps (local, State, Federal, and private) collaboratively.
2. Increase transportation to outpatient programs and regular prenatal/medical care for pregnant and parenting women and children who are homeless.
3. Roving formalized coordinated community outreach and in conjunction with law enforcement, through Fresno Madera Continuum of Care or otherwise, to ensure that efforts are aligned and data is tracked.
4. Assistance to build housing stock, increasing safe overnight housing (24-48 hours), and a centralized approach to single room occupancy units.
5. Priority access to emergency housing for pregnant and parenting women and their children also families with children with significant medical issues as it is difficult to manage the continuum of care when the family is homeless.
6. Real time accurate number of shelter beds available and increase the number of non-faith based shelters.
7. Additional "wet" shelters that do not require the person to participate in a program, person can be high or drunk to use the facility and not be turned away.
8. Education regarding available services and shareable system to track linkages
9. Improved data on the homeless such as length of homelessness (acute vs chronic), cause of the homelessness, is it a family, individual, minor without family support.
10. A formalized assessment of housing and shelter needs in rural communities.
11. Strong centralized structure for homeless funding and service decisions and expanded distribution of funding opportunities.
12. Comprehensive case management for homeless clients and improved access to primary healthcare and medication for chronic diseases; perhaps partnering with Federally Qualified Health Clinic or UC San Francisco.
13. Increased substance use disorder services and mental health services throughout county.
14. Enforce ordinances that address hazardous or unsanitary conditions, which constitute fire, health, and/or safety risks.

OTHER REVIEWING AGENCIES:

The priorities were shared and reviewed by representatives of the 15 incorporated cities; it is anticipated the cities will adopt the priorities through city council action.

REFERENCE MATERIAL:

BAI #8, December 4, 2018

BAI #5, November 6, 2018

ATTACHMENTS INCLUDED AND/OR ON FILE:

Resolution

CAO ANALYST:

Sonia M. De La Rosa

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

IN THE MATTER OF ADOPTING)
HOMELESSNESS PRIORITIES FOR)
CALENDAR YEAR 2019)

RESOLUTION NO. 19-236

WHEREAS, the County of Fresno has undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, the County of Fresno seeks to establish a basis/plan to address homelessness countywide; and

WHEREAS, the County of Fresno is charged with the preservation of public health and public safety in the County; and

WHEREAS, on December 4, 2018, the County of Fresno declared a shelter crisis pursuant to California Government Code, section 8698.2, which did not eliminate the County's procurement process for funds awarded to service providers; the declaration shall expire December 3, 2019 unless reauthorized by the Board of Supervisors; and

WHEREAS, the County of Fresno has met with cities and used the input provided by city representatives and the County's Departments of Behavioral Health, Public Health, and Social Services to compile list of priorities to strategically address homelessness countywide.

NOW, THEREFORE, BE IT RESOLVED by the Fresno County Board of Supervisors that the following list of priorities will serve as the basis/plan to address homelessness countywide:

1. Address jurisdictional overlaps (local, State, Federal, and private) collaboratively.
2. Increase transportation to outpatient programs and regular prenatal/medical care for pregnant and parenting women and children who are homeless.
3. Roving formalized coordinated community outreach and in conjunction with law enforcement, through Fresno Madera Continuum of Care or otherwise, to ensure that efforts are aligned and data is tracked.

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4. Assistance to build housing stock, increasing safe overnight housing (24-48 hours), and a centralized approach to single room occupancy units.
5. Priority access to emergency housing for pregnant and parenting women and their children also families with children with significant medical issues as it is difficult to manage the continuum of care when the family is homeless.
6. Real time accurate number of shelter beds available and increase the number of non-faith based shelters.
7. Additional "wet" shelters that do not require the person to participate in a program, person can be high or drunk to use the facility and not be turned away.
8. Education regarding available services and shareable system to track linkages
9. Improved data on the homeless such as length of homelessness (acute vs chronic), cause of the homelessness, is it a family, individual, minor without family support.
10. A formalized assessment of housing and shelter needs in rural communities.
11. Strong centralized structure for homeless funding and service decisions and expanded distribution of funding opportunities.
12. Comprehensive case management for homeless clients and improved access to primary healthcare and medication for chronic diseases; perhaps partnering with Federally Qualified Health Clinic or UC San Francisco.
13. Increased substance use disorder services and mental health services throughout county.
14. Enforce ordinances that address hazardous or unsanitary conditions, which constitute fire, health, and/or safety risks.

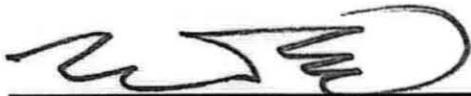
BE IT FURTHER RESOLVED that said list is a living document, to be updated as necessary based on data-driven outcomes or at least once a calendar year.

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THE FOREGOING, was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this 4th day of June, 2019, to wit:

AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero
NOES: None
ABSENT: None
ABSTAINED: None


Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

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

By: Susan Bishop
Deputy

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

July 15, 2019

ITEM NO: 1.g.

SUBJECT: Consideration of a Resolution Approving and Adopting the 2020 Health Insurance Maximum Allowances (Caps) for Eligible City Employees

DISCUSSION: Since joining the CalPERS Health Insurance Plan in 2001, the City Council has established the maximum allowances (caps) for medical insurance by utilizing the two lowest premiums of the medical plans that are offered by CalPERS. For 2020 the two lowest premiums are PERS Select PPO and Kaiser Permanente HMO.

It has also been a long standing practice to establish the maximum allowances (caps) for the dental and the vision insurance plans based on the premiums for these plans. The 2020 premiums for the dental and the vision plans remain the same as 2019.

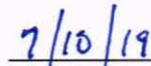
Therefore, City Staff is proposing that the Council approve the Kaiser Permanente HMO premiums as the 2020 maximum allowances (caps) for the medical insurance. This would result in a slight increase of 2.64% from the 2019 maximum allowances (caps) for the medical insurance. Further, City Staff is recommending that the 2020 maximum allowances (caps) for the dental and the vision plans remain the same as the 2019 maximum allowances (caps). Please refer to attached document.

The following resolution will approve the proposed 2020 maximum allowances (caps) paid by the City for each employee's health insurances from January 1 through December 31, 2020.

RECOMMENDATION: Adopt the Resolution Approving and Adopting the 2020 Health Insurance Maximum Allowances (Caps) for Eligible City Employees.



Tesla Nason, Human Resources Manager



Date



Teresa Gallavan, City Manager



Date

RESOLUTION NO. 2019- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING AND ADOPTING THE 2020 HEALTH INSURANCE
MAXIMUM ALLOWANCES (CAPS) FOR ELIGIBLE CITY EMPLOYEES

WHEREAS, since joining the CalPERS Health Insurance Plan in 2001, the City Council has established the maximum allowances (caps) for medical insurance by utilizing the two lowest premiums of the medical plans that are offered by CalPERS. For 2020, the two lowest premiums are PERS Select PPO and Kaiser Permanente HMO. Therefore, City Staff is proposing the Council approve the Kaiser Permanente HMO premiums as the 2020 maximum allowances for the medical insurance, which would result in a slight increase of 2.64% from the 2019 maximum allowances; and

WHEREAS, it has also been a long standing practice to establish the maximum allowances (caps) for the dental and the vision insurance plans based on the premiums for these plans; and

WHEREAS, City Staff recommends that the City Council approve the proposed 2020 maximum allowances (caps) as shown in Exhibit A, attached hereto and incorporated herein by reference.

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

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

Section 2. The proposed 2020 maximum allowances (caps) as set forth in Exhibit A are hereby approved.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of July 2019, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

CalPERS OPEN ENROLLMENT PERIOD for Health Insurance – September 9th - October 4th, 2019
Dates for Citywide Open Enrollment Not Yet Scheduled

Medical Insurance: Since joining CalPERS Health Insurance Plan in 2001, the City Council has established the maximum allowance (or cap) by utilizing the two lowest premiums. For 2020 the two lowest premiums are PERS Select PPO and Kaiser Permanente HMO. Therefore, for the 2020 maximum allowance (or cap) we are proposing the council approve the Kaiser Permanente HMO premiums as the maximum allowance, which would result in a **slight increase of 2.64%** from the 2019 maximum allowance.

Proposed Health Insurance Caps

Beginning 2020 the maximum allowances (or caps) would be:

	Proposed 2020 Caps	2019 Caps
Employee only	645.24	628.63
Employee + 1	1,290.48	1,257.26
Employee + 2 +	1,677.62	1,634.44

The employees will continue to pay -0- to 10% plus the difference between the cap and the premium if they choose a plan with a higher premium, based on the established arrangement.

Dental Insurance

The allotted premium amount will remain \$80.00/month.

Vision Insurance

The allotted premium amount will remain \$16.36/month.

Employees will continue to pay -0- to 10% out of pocket for these policies under the established arrangement.

ITEM NO: 1.h.

SUBJECT: Consideration of a Resolution approving an application for grant funding from the Statewide Park Development and Community Revitalization Program

DISCUSSION: On June 5, 2018, California voters approved Proposition 68, authorizing \$4 billion in general obligation bonds for State and local parks, environmental protection projects, water infrastructure projects, and flood protection projects. Approximately \$1.2 billion of the \$4 billion was included in the 2018-19 Budget that was signed by the Governor. A little over \$460 million of what was included in the Budget is part of the per capita formulaic allocation to local governments and other local and regional grant programs, including the Statewide Park Development and Community Revitalization Program.

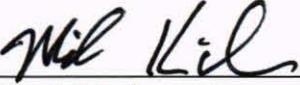
There is approximately \$650 million available for Statewide Park Development and Community Revitalization Program in Proposition 68, of which roughly \$265 million is available in the current round of funding. Applications for competitive project funding from this program are due on August 5, 2019.

City staff is currently working on an application for funding of the Rockwell Pond Park Project—both acquisition and development costs. Recent efforts have focused on soliciting community input regarding the type of facility and amenities to include in the funding proposal. To date, five meetings have been held with different park user groups to solicit input and feedback. Now, staff is taking the results of the community input and is developing the application proposal, including conceptual plans and cost estimates of the proposed park facility.

If awarded funding from the Statewide Park Development and Community Revitalization Program, the City will be required to complete the purchase and acquisition of the County-owned property needed for the park facility, as well as complete the development of amenities included in the application. Ongoing maintenance will need to be funded via the General Fund should the grant application be successful. Through the Park Development Fund and Transient Occupancy Tax (“TOT”), sufficient funding is available for the purchase of the property. As development increases, the City could utilize impact funds as well as TOT capital improvement funds to complete further projects.

<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
		None
<u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: Park Development Fund Fund Balance: \$614,463.32		Public Works Staff Maintenance and Utilities
Funding Source: TOT Park Fund Fund Balance: \$152,009.01		

RECOMMENDATION: That the City Council adopt the Resolution authorizing the City Manager to develop and submit an application for Statewide Park Development and Community Revitalization Program grant funds.


 Mikal Kirchner, Recreation Director

7-11-19
 Date


 Teresa Gallavan, City Manager

7-10-19
 Date

RESOLUTION 2019 - ___R

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA
APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT
AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

1. The above recitals are true and correct, and are incorporated herein by reference.
2. The City Council hereby approves the filing of an application for the Rockwell Pond Park Project, with the State Department of Parks and Recreation.
3. Certifies that the City has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
4. Certifies that if the project is awarded, the City has or will have sufficient funds to operate and maintain the project; and
5. Certifies that the City has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
6. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
8. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).
9. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to

any person or circumstances, such as illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED and ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of July, 2019, by the following roll call vote:

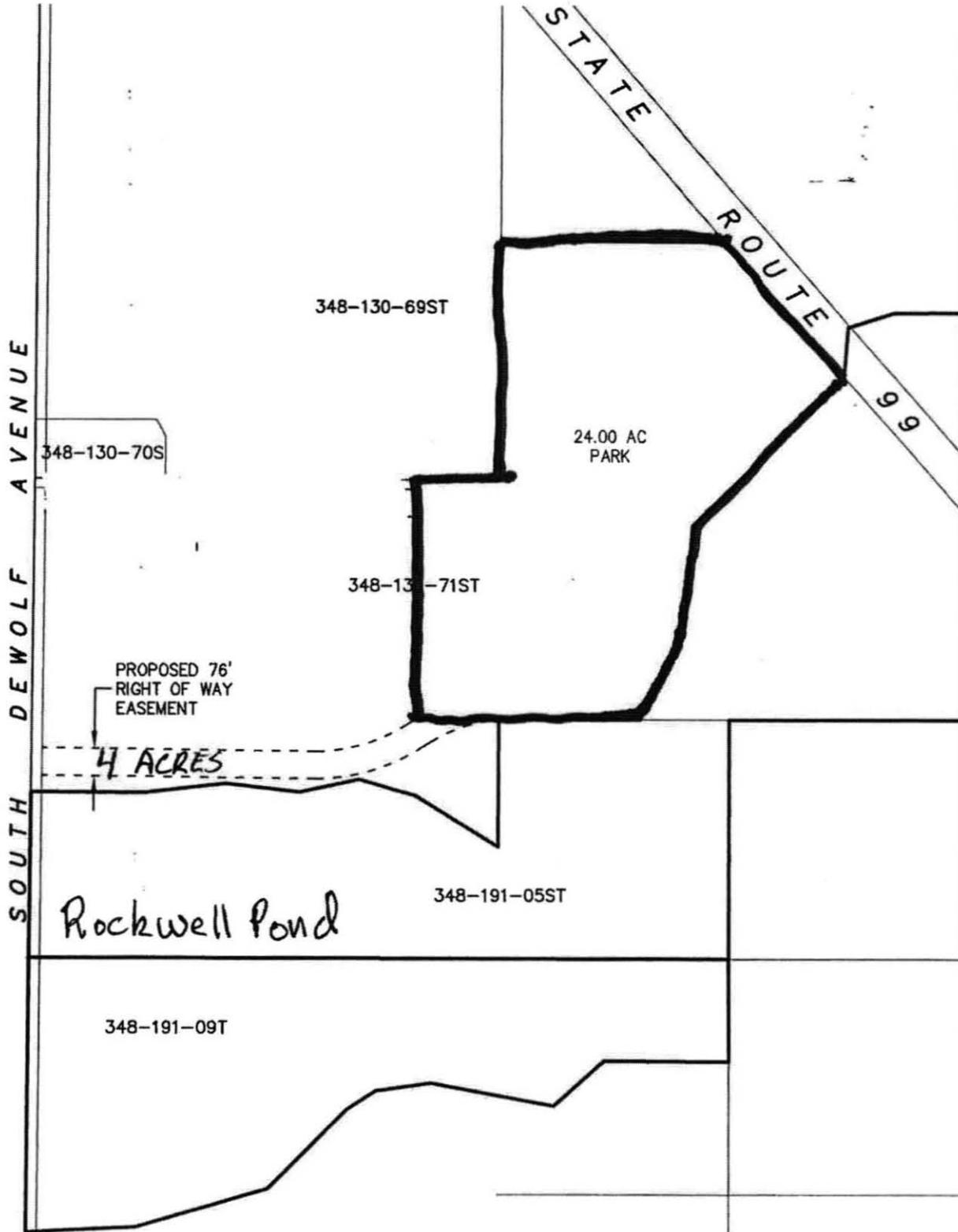
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Scott Robertson, Mayor

Attest:

Reyna Rivera, City Clerk

EXHIBIT - A



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

July 15, 2019

ITEM NO: 1.i.

SUBJECT: Consideration of a Resolution Providing Workers' Compensation Coverage for Non-Safety City Volunteers

DISCUSSION: Pursuant to Labor Code Sections 3361 and 3362, the City provides workers' compensation coverage for Reserve Firefighters and Reserve Police Officers under the Central San Joaquin Valley Risk Management Authority (CSJVRMA). Further, Labor Code Section 3363.5 states the following pertaining to non-safety volunteers:

(a) A person who performs voluntary service without pay for a public agency, as designated and authorized by the governing body of the agency or its designee, shall, upon adoption of a resolution by the governing body of the agency so declaring, be deemed to be an employee of the agency for purposes of this division while performing such service.

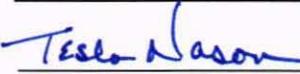
(b) For purposes of this section, "voluntary service without pay" shall include services performed by any person, who receives no remuneration other than meals, transportation, lodging, or reimbursement for incidental expenses.

Up until this point, the City has elected not to provide workers' compensation coverage for non-safety volunteers. However, by adopting a resolution to classify non-safety volunteers as "employees" pursuant to Section 3363.5 of the Labor Code, the volunteer's sole remedy if they are injured while performing volunteer work for the City is through the worker's compensation system. Absent a resolution classifying non-safety volunteers as "employees" for purposes of Division 4, a volunteer could file a civil claim which can be quite costly to defend and is not limited to a specific settlement amount.

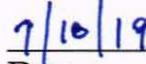
Any volunteers that are not actively performing the duties of a firefighter or sworn police officer are considered non-safety volunteers. The City utilizes non-safety volunteers in various different departments of the City such as the Senior Center, Art Center, and City Hall with duties varying from clerical to special projects. Volunteers in Policing (VIPs) are also consider non-safety volunteers.

Since non-safety volunteers are covered by the CSJVRMA at no additional premium, and in an effort to mitigate potential future liability, it is the City Staff's and the CSJVRMA's recommendation that the City Council adopt a resolution classifying non-safety volunteers as "employees" for purposes of Section 3363.5 of the Labor Code.

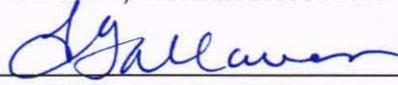
RECOMMENDATION: Adopt the Resolution Providing Workers' Compensation Coverage for Non-Safety City Volunteers.



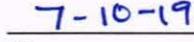
Tesla Nason, Human Resources Manager



Date



Teresa Gallavan, City Manager



Date

RESOLUTION NO. 2019- R

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SELMA, CALIFORNIA PROVIDING WORKERS'
COMPENSATION COVERAGE FOR NON-SAFETY CITY VOLUNTEERS

WHEREAS, the City Council desires to provide workers' compensation coverage for non-safety City volunteers pursuant to the provisions of Section 3363.5 of the Labor Code; and

WHEREAS, the City Council finds its best interests will be served by utilizing volunteers in the provision of certain City services; and

WHEREAS, said volunteers should be eligible for workers' compensation coverage while on duty.

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

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

Section 2. The City Council finds that the public interest is best served by providing workers' compensation coverage to non-safety volunteers.

Section 3. Non-safety volunteers shall be deemed to be employees for the purposes of Division 4 (Workers' Compensation and Insurance) of the California Labor Code, while the person actually performs volunteer services, provided that the rights of volunteers shall be limited to those benefits set forth in the Labor Code.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of July 2019, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

ITEM NO: 1.j.

SUBJECT: Consideration of a Resolution setting the tax rate for fiscal year 2019-20 with respect to general obligation bonds for police station improvements

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

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

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

The 0.0175% tax rate for FY 2019-20 being set by the City Council is based on the debt service, the estimated FY 2019-20 assessed values for all rolls (secured, unsecured and utility) and a delinquency reserve of 5%. This is the second year of the new ad valorem tax related to Measure P and is anticipated to be collected through tax year 2046-47 with annual tax rate approvals by the City Council each June. The tax rate has declined each year due to the increasing total assessed value.

Because all taxes collected from the general obligation levy will be deposited in a special fund, and collections not used to pay debt service for the FY 2019-20 bond year will be retained in the fund to pay future obligations, the tax impact of any over-collection will be reversed in the following years. Estimated Tax Rate on property owners is:

Assessed Value	FY 2019-20 Tax	Property Description
\$100,000	\$17.50	Base A.V.
125,701	20.77	Average Home
186,200	31.50	Median Market

The tax levy of the recommended 0.0175% will result in estimated collections of \$210,000. This amount, along with a portion of the tax revenues already on hand with the City, will be sufficient to make the debt service payments on February 1, 2020 and August 1, 2020.

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
None		None
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Ad Valorem Property Taxes levied by the County on behalf of the City		GO Bond debt service of approximately \$225,000 (principal and interest)

RECOMMENDATION: Adopt the Resolution Setting Tax Rate for Fiscal Year 2019-20 with respect to general obligation bonds for police station improvements.



 Isaac Moreno, Assistant City Manager

7-11-19

 Date



 Teresa Gallavan, City Manager

7-10-19

 Date

RESOLUTION NO. 2019 - __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA SETTING THE TAX RATE FOR FISCAL YEAR 2019-20
WITH RESPECT TO GENERAL OBLIGATION BONDS FOR POLICE
STATION IMPROVEMENTS**

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

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

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

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

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

Section 1. Levy of Tax. The City Council hereby determines that the tax rate necessary to pay the principal of and interest on the Bonds coming due and payable on February 1, 2020 and August 1, 2020, is 0.0175% of assessed valuation, and such tax rate shall be and is hereby levied in accordance with all applicable requirements of law.

Section 2. Collection of Tax. The City Manager is hereby directed to forward a copy of this Resolution to the Auditor-Controller of Fresno County, and to the Board of Supervisors of the County, and to take such actions and execute such documents as may be required to cause the tax rate set forth in Section 1 to be placed on the 2019-2020 property tax bill and collected by the County.

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

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of July 2019 by the following roll call vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

July 15, 2019

ITEM NO:

1.k.

SUBJECT: Consideration of a Resolution Directing the City Engineer to Prepare the Fiscal Year 2019-20 Engineer's Report for Landscaping Lighting and Maintenance District No. 1

DISCUSSION: The City established a Landscaping and Lighting Maintenance District ("LLMD") in 1984. The purpose of the district is to pay for landscaping, lighting, and other improvements plus services in a public area. Within the district, zones are established to create areas that benefit from the services provided. Currently there are 10 zones throughout the City.

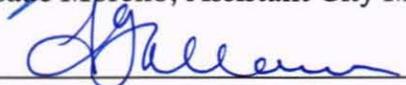
In order to levy and collect the assessment, the City must go through several steps, the first of which is to adopt a resolution, which describes any proposed new improvements or any substantial changes in existing improvements for the LLMD, and which directs the City Engineer to prepare a report. This report will have the following information pursuant to Streets & Highways Code Section 22567:

- (a) Plans and specifications for the improvements.
- (b) An estimate of the costs of the improvements.
- (c) A diagram for the assessment district.
- (d) An assessment of the estimated costs of the improvements.
- (e) If bonds or notes will be issued pursuant to Section 22662.5, an estimate of their principal amount.

RECOMMENDATION: Adopt the Resolution directing the City Engineer to prepare the Fiscal Year 2019-20 Engineer's Report for the Landscape Lighting and Maintenance District No. 1.


Isaac Moreno, Assistant City Manager

7-11-19
Date


Teresa Gallavan, City Manager

7-11-19
Date

RESOLUTION NO. 2019 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, DIRECTING THE CITY ENGINEER TO PREPARE
THE FISCAL YEAR 2019-20 ENGINEER'S REPORT FOR LANDSCAPING AND
LIGHTING MAINTENANCE DISTRICT No. 1**

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

WHEREAS, pursuant to Section 22622 of the Streets and Highways Code, in order to levy and collect the assessment for the LLMD, it is necessary for the City Engineer to prepare and file a report in accordance with the provisions set forth in Streets and Highways Code Section 22565 *et seq.*; and

WHEREAS, City Staff have determined that no new improvements, and no substantial changes to existing improvements shall be made in the LLMD for Fiscal Year 2019-20.

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

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

Section 2. The City Engineer is hereby directed to prepare the Fiscal Year 2019-20 Engineer’s Report for Landscaping and Lighting Maintenance District No. 1, in accordance with the provisions set forth in Streets and Highways Code Section 22565 *et seq.*, and upon completion of the Report, shall file it with the City Clerk for submission to the City Council.

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

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

(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of July 2019 by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Scott Robertson, Mayor

ATTEST:

By: _____
Reyna Rivera, City Clerk

agenda item 1.1.

PAYROLL TRANSACTIONS

CHECK REGISTER

Date	Check No.	Amount
6/28/2019	115577-115584	\$2,773.30

Remittance Checks

Date	Check No.	Amount
6/28/2019	115585-115593	\$17,525.01

ACH Payment

Date	Description	Amount
6/28/2019	PR JUN2819	\$162,300.66
6/30/2019	PR 063019	\$479.40

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

July 15, 2019

ITEM NO:

2.

SUBJECT:

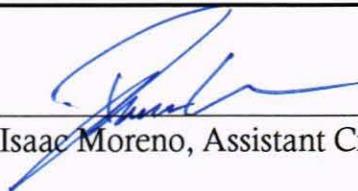
Consideration of a Resolution Amending the Schedule of Fees and Charges for City Services (User Fees)

DISCUSSION: The City currently has a schedule of fees prescribing the charges for a variety of City services. In April 2005, the City contracted with Revenue and Cost Specialists (RCS) to conduct a user fee study to analyze the City's services and the fees charged for those services. By law, user fees may be charged for services provided by an agency, but only for an amount equal to the recovery of the costs necessary to provide the services. Based on this study, user fees were last updated in August 2018. These costs need to be updated annually to reflect salary adjustments, changes in procedures, increases in overhead and other costs of doing business.

Staff has reviewed our existing fees, based on the above criteria, and is recommending various changes. Attached for your review is a schedule of proposed fees. Fees to be changed are noted on this schedule, including the amount they are being changed from. It is important to note that reviewing the fee schedule does not automatically mean that fees are being increased, some fees are being removed or added due to recently adopted Ordinances by Council, and others are removed because the service is no longer provided. The new fees pertaining to development will take effect after 60 days, whereas all other fees will take effect the following day after adopting.

RECOMMENDATION:

Adopt Resolution Amending Schedule of Fees and Charges for City Services.



Isaac Moreno, Assistant City Manager

7-11-19
Date



Teresa Gallavan, City Manager

7-10-19
Date

RESOLUTION NO. 2019 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AMENDING THE SCHEDULE OF FEES AND CHARGES
FOR CITY SERVICES (USER FEES)**

WHEREAS, the City is permitted to adopt fees for municipal services, provided, however, that such fees do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City has conducted an analysis of its services, the costs reasonably borne for providing those services, the beneficiaries of those services, and the revenues by those paying fees and charges for special services; and

WHEREAS, the City has established a policy of recovering the full costs reasonably borne for providing special services of a voluntary and limited nature, such that general taxes are not diverted for general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services need to be adopted so that the City might carry into effect its policies; and

WHEREAS, City Staff has revised the City's existing fee schedule to reflect the estimated cost of provide certain services; and

WHEREAS, notice of the public hearing on the proposed user fees was published in the Selma Enterprise on July 3, 2019 and July 10, 2019, in accordance with the provisions of Government Code Section 6062a and the City's Code; and

WHEREAS, on July 15, 2019, the City Council conducted a duly noticed public hearing to consider the proposed fees, and considered all testimony written and oral; and

WHEREAS, the City Council desires to amend the City's existing fee schedule as set forth in Exhibit A, attached hereto and incorporated herein by reference, said fees do not exceed the estimated reasonable cost of providing such services.

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

Section 1: The above recitals are true and correct, and are incorporated herein by reference.

Section 2: Prior Resolutions. The City hereby rescinds any prior resolutions establishing a fee schedule.

Section 3: Fee Schedule Adoption. The fees set forth in Exhibit A are hereby adopted by the City Council as the fees for the services set forth therein. Said fees pertaining to development shall take effect 60 days following the date of adoption. All others shall take effect following date of adoption.

Section 4: Separate Fee for each Process. All fees set by this resolution are for each individual process, additional fees shall be required for each additional process or service that is requested or

required. Where fees are indicated on a per unit or measurement basis the fee is for each individual unit or portion thereof within the indicated ranges of such units.

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

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

PASSED, APPROVED and ADOPTED at a Regular Meeting of the city Council of the City of Selma on this 15th day of July, 2019, by the following roll call vote:

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

Scott Robertson, Mayor

Attest:

Reyna Rivera, City Clerk

Proposed User Fees Listing changes for fiscal year 2019-2020

- Changes are based on increases in labor costs including negotiated MOU raises of 3.5% - 5%

Firefighters Association Unit received 3.5%

Fire Safety Middle Management Unit received 3.5%

Police Safety Middle Management Unit received 4%

Police Officers Association Unit received 4%

Public Works Unit received 4%

Miscellaneous Middle Management Unit received 4%

Secretarial, Technical & Clerical Association Unit received 4%

Dept Heads receive 5%

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
CD-005	User	Building Relocation Permit And Inspection Fee	Fully burdened rate plus actual costs	None
CD-006	User	Building Demolition Permit And Inspection Fee	\$155 split \$90-Building/\$65-Fire	\$220 split \$92 Building \$128 Fire
CD-010	User	Lost Inspection Card	\$10 per card	\$25 per card
CD-011	User	Restamping Approved Plans	\$75 per plan	None
CD-019	User	Site Plan Review	\$3,035 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$3,059 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-020	User	Architectural Plan Review	\$2,515 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$2,600 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-021	User	Planned Unit Development	\$3,023 deposit required to cover labor at fully burdened rate plus actual costs incurred	None
CD-022	User	Specific Plan Amendment	\$7,450 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$7,693 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-023	User	Home Occupation Permit Review	\$405 per application plus \$118 for PD approval	\$420 per application plus \$129 for PD approval
CD-024	User	Sign Review	\$510 per application	\$530 per application
CD-025	User	Temp Subdivision Sign Review	\$510 per application	\$530 per application
CD-026	User	Zone Change Review Fee	\$5,820 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$5,960 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-029	User	Temporary Sign/Banner Permit	\$350 per permit	None
CD-031	User	Lot line Adjustment	\$2,615 deposit required to cover labor at fully burdened rate plus actual costs incurred	None
CD-032	User	Minor Modification	\$1,743 per application	\$2,306 per application
CD-039	User	Processing of Appeal of Staff/Commission Decision Fee	\$1,615 per appeal plus actual costs	\$1,658 per appeal plus actual costs
CD-041	User	Public Convenience/Necessity (ABC)	\$2,125 per permit	\$2,187 per permit
CD-042	User	Street Re-Name Process	\$240 per application	\$245 per application
CD-043	User	Building Re-Address Processing	\$300 per request	\$314 per request
CD-046	User	Abandoned Carts Removal/Disposal	\$60 per cart after 3 occurrences within a 6 month period	\$65 per cart after 3 occurrences within a 6 month period
CD-047	User	Public Notice	\$202 per notice plus actual costs	\$376 per notice plus actual costs
CD-048	User	GIS Printouts/CAD Assistance-Other Agencies	Fully burdened rate 4 hours minimum	Fully burdened rate 4 hours minimum
CD-051	User	Fortune Teller Land Use Permit Application	\$1,420 per application	None
CD-052	User	Fortune Teller Land Use Permit Renewal	\$220 per application	\$424 per application
CD-053	User	Medical Marijuana Cultivation Permit Fee	\$1,420 per application	None
CD-054	User	Medical Marijuana Cultivation Permit Renewal Fee	\$220 per application	\$424 per application
CD-055	User	Fortune Teller License	\$385 per application	\$424 per application
CD-056	User	Fortune Teller License Renewal	\$220 per application	\$424 per application
CD-057	User	Storage Container Permit	\$10 per permit	None
CD-058	User	Fence Placement Permit	\$10 per permit	None
CD-059	User	Environmental Initial Study	\$1,800	None

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
FI-001	User	Fire False Alarm Charges	\$100 for 3rd false alarm in a 12 month period \$200 for 4th false alarm in a 12 month period \$400 for 5th false alarm in a 12 month period \$800 each subsequent false alarm	\$100 for 3rd false alarm in a 12 month period \$200 for 4th false alarm in a 12 month period \$400 for 5th false alarm in a 12 month period \$800 each subsequent false alarm
FI-002	User	Annual Fire Code Inspection	\$120 per year	\$128 per year
FI-003	User	Fire Code Enforcement Inspection	See Exhibit F1	None
FI-005	User	Fire/Ambulance Report Copy	\$15 per report	None
FI-006	User	Hazardous Material Insp. and Permit	Fully burdened rate with 1 hour minimum plus actual costs	None
FI-007	User	State Mandate Fire Inspection Hospitals	See Exhibit F4	None
FI-011	User	Fire Hood /Duct Plan Check & Inspec.	\$255 per plan check and inspection \$125 for each plan recheck and reinspection	\$268 per plan check and inspection \$125 for each plan recheck and reinspection
FI-012	User	Ambulance Service Charges	See Exhibit F2	None
FI-018	User	Public Fireworks Review & Inspections	\$340 per review includes plan review, permit and primary inspection Charge actual cost using fully burdened rate for each additional inspection.	\$357 per review includes plan review, permit and primary inspection Charge actual cost using fully burdened rate for each additional inspection.
FI-019	User	Fair/Carnival Fire Inspection	\$370 per event	\$383 per event
FI-020	User	Christmas Tree Lot Fire Inspection	\$90 per lot 2nd Inspection - No Charge \$25 per reinspection after 2nd reinspection	\$96 per lot 2nd Inspection - No Charge \$25 per reinspection after 2nd reinspection
FI-021	User	CPR Class Fee	\$65 per professional \$45 for all others	None
FI-022	User	EMT Class Fee	\$550 per participant	None
FI-023	User	Illegal Burn Suppression Charge	See Administration Citation	None
FI-024	User	Overhead System-Hanger Inspection	\$120 per inspection	\$160 per inspection
FI-025	User	Overhead System-Pressure Test	\$120 per inspection	\$160 per inspection
FI-026	User	Underground Systems-Trust Block Inspection	\$120 per inspection	\$160 per inspection
FI-027	User	Underground Systems-Flush & Pressure Check	\$120 per inspection	\$160 per inspection
FI-031	User	Dangerous & Substandard Building Inspection	Fully burdened rate with 1 hour minimum plus actual costs	None
FI-032	User	After Hours Plan Review	Fully burdened over time rate with 1 hour minimum plus actual costs	None
FI-033	User	After Hours Inspection	Fully burdened over time rate with 1 hour minimum plus actual costs	None
FI-040	User	Special Event Inspection	Fully burdened rate with 1 hour minimum plus actual costs	None
FI-041	User	Spray Booth Plan Review & Inspection	\$250 per review	\$255 per review

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
MC-001	User	Business Licenses Administration Fee	\$35 per licenses administration fee \$5 reprint charge for lost or destroyed Business License Certificate	None
MC-002	User	New Business License Application	\$150 per application	\$155 per application
MC-003	User	Return Check Processing Fee	\$25 per check	\$25 per check
MC-004	User	Business License Listing	\$15 research charge plus \$0.15 per page printed. No charge per page for pdf.	None
MC-005	User	Yard Sale Permit	\$11 per Permit \$20 if the permit is not purchased before the sale is held (\$11 permit & \$9 penalty) Limit 3 permits per calendar year per residence.	None
MC-006	User	Animal License	\$20.00 per year - Unaltered \$10.00 per year - Altered (spayed or neutered) Senior Citizens - 62 and over - 50% discount \$10.00 per year - Unaltered \$5.00 per year - Altered (spayed or neutered) If paid after 3/31 50% penalty	None
MC-007	User	Records Research Service	First 15 minutes no charge \$15.00 for each 15 minutes thereafter	None
MC-008	User	Document Printing & Copying	\$15.00 look-up charge plus \$0.15 per page	None
MC-009	User	Notary Certification Charge	\$10 per certification	None
MC-010	User	Bingo License Permit	\$50 per application	None
MC-011	User	Christmas Tree Lot Permit	\$50 per Christmas tree lot	None
MC-012	User	Fair/Carnival Permit	\$100 per day event \$100 cleaning deposit	None
MC-013	User	Fireworks Stand Permit	\$50 per stand permit \$50 cleaning deposit See Fire FI-017 for inspection fees.	None
MC-014	User	Garbage Disposal Rates	See resolution	None
MC-015	User	Rental Property Maintenance Charge	Fully burdened rate plus actual costs	None
MC-016	User	Public Fireworks Permit	No charge at this time for permit, however see Fire FI-018	None

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
PO-001	User	Special Business Fee	\$422 per application	None
PO-002	User	Bicycle License Fee	\$5 per year	None
PO-003	User	Noise Disturbance Response	See Administration Citation	None
PO-004	User	Police False Alarm Response	No charge for first 2 responses \$65 for 3rd false alarm in a 12 month period \$100 for 4th false alarm in a 12 month period \$150 for 5th false alarm in a 12 month period \$500 for each subsequent false alarm	None
PO-005	User	Records Check/Clearance Letters	\$32 per letter	None
PO-006	User	Police Photograph Reproduction	\$10 plus actual duplication costs	None
PO-007	User	Video/Audio Tape Reproduction	\$65 plus actual duplication costs	None
PO-008	User	Police Report Copy	\$15 per report plus \$.10 per page	None
PO-009	User	Citation Copy Charge	\$15 per citation	None
PO-010	User	Civil Subpoena Of Pd Personnel (Witness Fee)	Fees are set and established by Government code section 68097.2 \$275	None
PO-011	User	Vehicle Equipment Correction Inspection	\$16 per sign-off	None
PO-012	User	DUI Arrest/Accident Response	\$450 per accident and arrest plus other actual costs See DUI recovery cost form for additional costs	None
PO-013	User	Special Police Services	Actual cost using fully burdened rate.	None
PO-014	User	Impound Vehicle Release	\$185 per vehicle	\$190 per vehicle
PO-015	User	Repossessed Vehicle Processing	State mandated \$15 per vehicle and pass through other actual costs	None
PO-016	User	Special Events Permit	Minor event (One day ABC license, sound permit, dance permit, etc.) - \$75 per permit (e.g. sound permit) Major event (Events requiring multi department planning committee, such as band festival, chili cook-off, car shows, etc.)- \$845 per permit	Minor event (One day ABC license, sound permit, dance permit, etc.) - \$80 per permit (e.g. sound permit) Major event (Events requiring multi department planning committee, such as band festival, chili cook-off, car shows, etc.)- \$880 per permit
PO-017	User	Animal Redemption	1st offense - \$42 plus \$5 per day 2nd offense - \$84 plus \$5 per day All additional - \$126 plus \$5 per day	1st offense - \$45 plus \$5 per day 2nd offense - \$90 plus \$5 per day All additional - \$135 plus \$5 per day
PO-018	User	Vin Verification	\$60 per request	None
PO-019	User	Weapon Release	\$26 per weapon	None
PO-020	User	Animal Noise Disturbance	See Administration Citation	None
PO-021	User	Voluntary Animal Release to Shelter	\$37 per request	None
PO-022	User	Stored Vehicle Release Processing	\$115 per vehicle	\$120 per vehicle
PO-023	User	Court Order Service	\$31 per filing	None
PO-024	User	Private Property Accident Investigation Fee	No charge if only exchange of information and traffic clearance \$62 if written report is filed at police station.	No charge if only exchange of information and traffic clearance \$65 if written report is filed at police station.
PO-025	User	Filing False Report Charge	Actual cost using fully burdened rate.	None
PO-026	User	Police Classes (Post)	Amount set by POST	None
PO-027	User	Live Scan	\$32 plus applicable DOJ Fee	None

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
PW-001	User	Street Blocking Permit	No charge for neighborhood watch programs \$5 per barricade \$75 per permit for all others	None
PW-002	User	Transportation Permit	\$16 per single trip \$90 for annual permit	None
PW-003	User	Storm Drain Maintenance (Flood Control Maintenance)	Actual cost using fully burdened rate.	None
PW-004	User	Street Sweeping	Based on Garbage contract	Based on Garbage Contract
PW-005	User	Special Traffic Marking	\$240 per request plus actual costs	\$250 per request plus actual costs
PW-006	User	Weed Abatement	\$320 administrative fee plus actual cost of contractor to abate lots.	\$335 administrative fee plus actual cost of contractor to abate lots.
PW-007	User	Median & Island Maintenance	Actual cost using fully burdened rate.	None
PW-008	User	Right-Of Way Clean-Up Charge	Actual cost using fully burdened rate.	None
PW-009	User	Utility Street Usage	See franchise agreement	None
PW-010	User	Sewer Utility Street Usage	See SKF franchise agreement	None
PW-011	User	Garbage Utility Street Usage	10% franchise fee charged on gross garbage billing.	None
PW-012	User	Alley Maintenance	Actual cost using fully burdened rate.	None
PW-013	User	Street Tree Maintenance	Actual cost using fully burdened rate.	None
PW-014	User	Street Light Maintenance	Actual cost using fully burdened rate.	None
PW-015	User	Traffic Signal Maintenance	Actual cost using fully burdened rate.	None
PW-016	User	Parking Lot Maintenance	Actual cost using fully burdened rate.	None
PW-017	User	Swimming Pool Drainage Permit	\$50 per permit	\$60 per permit

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
RE-001	User	Adult Sports Programs	Co-ed Softball \$400 per team Men's Softball \$460 per team Men's Basketball \$400 per team Co-ed Volleyball \$145 per team	None
RE-002	User	Youth Sports Programs	T-ball \$50 per participant Girls Softball \$40 per participant Youth Basketball \$40 per participant Basketball Clinic \$30 per participant	None
RE-003	User	Youth Center Services	No charge	None
RE-004	User	Adult Private Ball Field Usage	Charge per field \$70 per day Administration charge \$30 Field preparation charge \$35	None
RE-005	User	Youth Private Ball Field Usage	\$400 per youth organization	None
RE-006	User	Ball Field Lighting Rental	\$25 per hour with a 2 hour minimum \$5 administration fee per rental	\$30 per hour with a 2 hour minimum \$5 administration fee per rental
RE-007	User	Park Facility Rental	Residents - \$100 per reservation Non-residents - \$140 per reservation	Residents - \$100 per reservation Non-residents - \$145 per reservation
RE-008	User	Picnic Shelter Rental	Residents - \$40 per reservation Non Residents - \$70 per reservation \$5.00 fee for electricity use with a bounce house.	Residents - \$40 per reservation Non Residents - \$75 per reservation \$5.00 fee for electricity use with a bounce house.
RE-009	User	Children's Performing Arts Classes	Cool Kids \$50 per participant Cool Kid Prelude \$40 per participant Theater Workshop \$25 per participant Children under 12 \$2.50 per ticket	None
RE-010	User	Swimming - Recreational	\$1.25 Children (12 and under) \$1.50 Adult (13 and over)	None
RE-011	User	Swimming Lessons	No fee structure at this time	None
RE-012	User	Swimming Pool Rental	No fee structure at this time	None
RE-013	User	Special Event Booth Rental	\$75 per booth	None
RE-014	User	Pioneer Village Rental	See Pioneer Village Fee Schedule	None
RE-015	User	Salazar Center Rental	No fee structure at this time	None
RE-016	User	Arts Center Rental	See Arts Center rental schedule	None
RE-017	User	City Recreation Class Fee	Actual cost using fully burdened hourly rate plus cost of class materials.	None

Proposed Development Fees Listing changes for fiscal year 2019-2020

- Changes are based on increases in labor costs including negotiated MOU raises of 3.5% - 5%

Firefighters Association Unit received 3.5%

Fire Safety Middle Management Unit received 3.5%

Police Safety Middle Management Unit received 4%

Police Officers Association Unit received 4%

Public Works Unit received 4%

Miscellaneous Middle Management Unit received 4%

Secretarial, Technical & Clerical Association Unit received 4%

Dept Heads receive 5%

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
CD-001	Development	Building Plan Check	65% of Building Permit	None
CD-002	Development	Master Plan Plan Check Fee	100% of building, mechanical, plumbing, electrical fees \$100 per dwelling	None
CD-003	Development	Building Permit and Inspection	See Exhibit A1 - A5	None
CD-004	Development	Miscellaneous Building Permit & Inspection	See Exhibit A1 -A5	None
CD-007	Development	Plan Revision Check/Inspection	Minor Plan - \$ 215 per plan split \$149-Building / \$66-Fire Major Plan - \$660 Split \$595-Building / \$62 Fire	Minor Plan - \$ 283 per plan split \$155-Building / \$128-Fire Major Plan - \$748 Split \$620-Building / \$128 Fire
CD-008	Development	2nd Plan Re-check	\$100 per 3rd plan check \$200 for additional check	None
CD-009	Development	Re-inspection Service	\$100 per 3rd plan check \$200 for additional check	None
CD-012	Development	Conditional Use Permit	\$3,190 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$5,000 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-013	Development	Administrative Conditional Use Permit Review	\$1,058 per application	\$2,100 per application
CD-014	Development	Conditional Use Permit Renewal	\$613 per application	\$1,300 per application
CD-015	Development	Development Agreement Review	\$3,135 deposit required to cover labor at fully burdened rate plus actual costs incurred	None
CD-016	Development	Annual Development Agreement Review	\$3,894 per agreement	None
CD-017	Development	Variance Review	\$3,432 deposit required to cover labor at fully burdened rate plus actual costs incurred	None
CD-018	Development	Administrative Variance	\$2,310 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$2,388 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-027	Development	Zone Ordinance Text Amendment	\$5,820 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$5,960 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-028	Development	General Plan Amendment	\$5,905 deposit required to cover labor at fully burdened rate plus actual costs incurred	None
CD-030	Development	Preliminary Map Review	\$2,820 per map	None
CD-033	Development	Tentative Parcel Map Review	\$3,669 deposit required to cover labor at fully burdened rate plus actual costs incurred	None
CD-034	Development	Tentative Tract Map Review	\$5,803 deposit required to cover labor at fully burdened rate plus actual costs incurred	None
CD-035	Development	Tentative Map Extension	\$2,063 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$2,508 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-036	Development	Environmental Categorical Exemption	\$1,800 per study and \$555 per application (Cat Exempt) Plus actual costs and fully burdened rate	\$1,800 per study and \$650 per application (Cat Exempt) Plus actual costs and fully burdened rate

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
CD-037	Development	Environmental Impact Report Review	Actual cost of study by consultant plus 10%	None
CD-038	Development	Annexation Request	\$6,960 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$7,319 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-040	Development	On-Site Landscape Plan Check/Inspection	\$730 per plan	\$756 per plan
CD-044	Development	Zoning Conformance Letter	\$475 per letter	\$477 per letter
CD-045	Development	Radius Map Listings	\$555 per listing	\$581 per listing
CD-049	Development	School Fee Deferment Tracking	\$100 per dwelling	None
CD-050	Development	Long Range Planning Fee	10% of building permit in addition to planning entitlements.	None
CD-060	Development	Environmental Mitigated Declaration	\$2,000 deposit required to cover labor at fully burdened rate plus actual costs incurred	None
CD-061	Development	Environmental Negative Declaration	\$2,000 deposit required to cover labor at fully burdened rate plus actual costs incurred	None

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
EN-001	Development	Grading Plan Check	Minor (individual lots)- \$560 per plan Major (subdivisions or multiple lots)- \$840 plus \$15 per unit/lot. \$140 er review after 3rd	None
EN-002	Development	Grading Inspection	Minor (individual lots)- \$ 141 per inspection Major (multiple lots) - \$ 420 per inspection + \$10 per unit/lot	None
EN-003	Development	Final Parcel Map Review	\$1,469 per map + \$40 per parcel	None
EN-004	Development	Final Tract Map Review	\$2,704 per map + \$20 per unit/lot	None
EN-005	Development	Final Map Amendment Review	Fully burdened rate with 3 hour minimum plus actual costs incurred	None
EN-006	Development	Public Improvement Plan Check	\$1,400 per plan + \$40 per unit/lot	None
EN-008	Development	Lot Line Adjustment	\$1,016 per application	None
EN-009	Development	Encroachment Permit	\$285 minimum See schedule	None
EN-011	Development	Final Condo Conversion Map	\$1,080 per map	None
EN-012	Development	Special Engineering Services	Labor at fully buredened rate plus actual costs incurred	None
EN-013	Development	Landscape Maintenance Assessment	Labor at fully buredened rate plus actual costs incurred	None
EN-014	Development	Off-Site Landscape Plan Check	\$519 per plan	None
EN-015	Development	Off-Site Landscape Inspection	\$118 per inspection \$59 per reinspection	\$126 per inspection \$63 per reinspection
EN-016	Development	Public/Site Improvement Inspection	2% of first \$20,000 of Engineer's estimated cost of improvements. 1.5% over \$20,000 of Engineer's estimated cost of improvements.	2% of first \$20,000 of Engineer's estimated cost of improvements. 1.5% over \$20,000 of Engineer's estimated cost of improvements.
EN-017	Development	Tentative Parcel Map Review	\$630	None
EN-018	Development	Tentative Tract Map Review	\$630 + \$20 per lot	None
EN-019	Development	Annual Encroachment Fee	\$512	\$525
EN-020	Development	Deed or Title Review	\$470 per deed plus additional filing fees (see deed review form)	None

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
FI-013	Development	Fire Alarm Plan Check and Inspection	\$390 per plan check & Inspection 2nd Inspection & review - No Charge \$100 per reinspection after the 2nd reinspection \$100 for each review of plans after 2nd review	\$405 per plan check & Inspection 2nd Inspection & review - No Charge \$100 per reinspection after the 2nd reinspection \$100 for each review of plans after 2nd review
FI-014	Development	Fire Sprinkler Plan Check and Inspection	\$370 per plan check & Inspection see Exhibit F3 for additional fees	\$383 per plan check & Inspection see Exhibit F3 for additional fees
FI-015	Development	Fire Flow Test	\$200 per test	None
FI-016	Development	Fire Suppression Stand-By	Actual cost using fully burdened rate.	None
FI-017	Development	Fireworks Stand Review and Inspections	\$155 per stand	\$160 per stand
FI-028	Development	Commercial Life/Safety Plan Check	25% of building permit fees	None
FI-029	Development	Plan Review and/or Inspection Services	Actual cost of consultant plus 25%	None

ITEM NO: 3.

SUBJECT: Consideration of Amendment No. 2 to the Contract for Consultant Services with Townsend Public Affairs to extend the Agreement for grant writing services through June 30, 2020

DISCUSSION: On March 5, 2018, the City Council approved a 12-month contract with Townsend Public Affairs ("TPA") for grant writing services. Given pending projects, the City approved Amendment No. 1 on February 19, 2019, extending the term of the Agreement through the end of the City's fiscal year.

It has come to the City's attention that in this past contract period, in an attempt to assist the City in securing additional funding, that TPA engaged in efforts beyond the scope of the agreement with the City.

The City Manager and Richard Harmon, representing TPA, have discussed the error and addressed it to ensure the efforts of the City's grant writer and the City's lobbyist are better coordinated in the future. The amendment to the agreement has been updated to include language requiring the consultant to seek direction from the City Manager before working with legislators to reach out to granting agencies to provide background on City projects and convey their support on behalf of the City.

As of the writing of this report, the City is working with TPA on finalizing two grant applications:

- California Department of Justice Tobacco Grant Program, due on July 12
- Statewide Park Program, Round 3 due on August 5

Together these grant applications represent potentially millions of dollars for the City, particularly the park grant. Other grant applications coming up the City has discussed with TPA include:

- USDA Small Business Grants, due September 2019
- Senate Bill 2 Planning Grant Program, due by November for this round of rolling funding
- California Trails and Greenways Grant Program, due Fall 2019
- Storm Water Grant Program – Implementation (Proposition 1), due Winter 2019
- Urban Storm Water and Waterway Improvement Program, due Winter 2019
- Per Capita Park Grant Program, due Spring 2020

As a result of working with TPA, to date the City has been awarded \$481,214 in grant funding. The City is awaiting notice as to whether it will receive up to \$934,390 in FEMA and Department of Justice grant funding submitted. With TPA, the City applied for four grants that it was not awarded for a total of \$2,662,254.

Staff is requesting that the City Council consider Amendment No. 2 to the contract for consultant services with Townsend Public Affairs to extend the Agreement for grant writing services through June 30, 2020. Funding was allocated for this contract through the 2019-2020 budget process.

Additionally, staff recommends issuing a request for proposals for grant writing and legislative advocacy services to reassess options for the City.

<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$3,500/ Month		None
<u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: <u>General Fund</u>		
Fund Balance:		

RECOMMENDATION: Given pending projects, staff recommends that Council authorize the City Manager to execute the Second Amendment to the Agreement with Townsend Public Affairs, Inc. for consulting services.



 Teresa Gallavan, City Manager

7-10-19

 Date

**AMENDMENT NO. 2
TO CONTRACT FOR CONSULTANT SERVICES WITH
TOWNSEND PUBLIC AFFAIRS, INC.**

This Amendment No. 1 to the Contract for Consultant Services (“Agreement”), is made and entered into this 1st day of July, 2019, (“Effective Date”) by and between the City of Selma, a California municipal corporation (“Client” or “City”) and Townsend Public Affairs, Inc., a California corporation (“Consultant”). The Client and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 1, 2018, the City Council approved the Agreement with the Consultant, to provide grant writing services to the City; and

WHEREAS, the City Council approved the Agreement for a period of one year, and the Agreement will expire on February 28, 2019; and

WHEREAS, given pending projects, on or about February 19, 2019, the City extended the term of the Agreement through the end of the City’s fiscal year; and

WHEREAS, the Client and Consultant desire to extend the term of the Agreement for one year, and to amend the Scope of Services to provide clear parameters for grant writing services; and

WHEREAS, for the reasons set forth herein, the Client and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1 Term

Section 1, Term, shall be revised to read in its entirety as follows:

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, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

Section 15 Notice

Notices to Client shall be revised to read in its entirety as follows:

To Client: City of Selma
 Attn: City Manager, Teresa Gallavan
 1710 Tucker Street
 Selma, CA 93662

Exhibit A Services

Exhibit A is hereby rescinded in its entirety, and replaced with Attachment 1, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

**“CLIENT”
CITY OF SELMA**

**“CONSULTANT”
TOWNSEND PUBLIC AFFAIRS, INC.**

By: _____
Teresa Gallavan, City Manager

By: _____
Christopher Townsend, President

Attest:

By: _____
Reyna Rivera, City Clerk

APPROVED AS TO FORM

By: _____
Bianca Sparks Rojas, City Attorney

ATTACHMENT 1

Consultant shall develop and implement a funding strategy to support the priorities of the City that includes, but is not necessarily limited to the following:

- **Conduct Detailed Orientation:** Consultant shall utilize a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current funding environment.

In addition to the detailed orientation, Consultant shall support the City by providing a one-day project kick-off and orientation for each project. For each project kick-off, Consultant will prepare an agenda, take meeting notes, and attend and participate in a full day site visit.

- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, Consultant shall coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. *The plan will do more than simply identify City projects*; it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** Consultant shall utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. Consultant shall then share these opportunities with the City for further assessment and determination if the project description and the grant solicitation and grant guidelines are in close alignment and if a grant application is warranted.

Following each project kick-off meeting, Consultant shall provide the City with a grant matrix of applicable funding programs based on the City's Major City Goals, Capital Improvement Plan, and other priorities identified by the City that will be updated regularly as new funding opportunities arise.

- **Establishment of Clear Accountabilities:** Consultant shall coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided and the City is burdened as little as possible while Consultant pursues a grant opportunity.
- **Grant Application Development and Submittal:** Consultant shall assist the City in developing, drafting, submitting, and following up on each City grant application. Consultant shall also leverage relationships with funding decision makers, including relevant officials, program officers, and review boards in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding. Consultant shall also provide strategic assistance, such as letters of support from key stakeholders, to make the application as compelling and competitive as possible.

Consultant shall conduct a final quality control and ensure that applications include all required submittal documents and letters of recommendation and are submitted prior to the deadline. Consultant shall also obtain a receipt for proof of submission.

- **Post-Grant Submittal Advocacy:** Consultant will frequently contact agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration.

As directed by the City Manager, TPA will work with legislators to reach out to individual granting agencies to provide background on City projects and convey their support.

- **Post-Award Grant Administration and Compliance:** Consultant shall also assist, as needed, with post-award administration and compliance for all grant applications submitted by Consultant on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the monitoring of and compliance with the program requirements.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, Consultant shall work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.
- **Provide Progress Reports:** Consultant shall confer regularly with the City on its activities. Consultant shall provide a monthly written progress report on the status of all pending grant applications and funding opportunities for City Projects. Each monthly report will include a summary of completed and in process grant applications, as well as performance and results over time and upcoming funding opportunities. Consultant shall be available to the City for in-person briefings and meetings, including presentations to the City Council as desired.

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

July 15, 2019

ITEM NO: 4.

SUBJECT: Consideration of a Resolution of the City Council of the City of Selma, California, Declaring its Intent to Transition from At-Large to By-District Council Member Elections Pursuant to Elections Code Section 10010

BACKGROUND: The City utilizes an at-large elections system, which means voters of the entire City elect the five Council Members. A district-based election is one in which the City is divided into separate districts, each with one Council Member who resides in the district and is chosen by the voters in that particular district.

The California Voting Rights Act (the "CVRA") only applies to jurisdictions that utilize an "at-large" election method. Numerous cities and other public agencies in California have been sued under the CVRA. The threshold to establish liability under the CVRA is extremely low, and prevailing CVRA plaintiffs are guaranteed to recover their attorneys' fees and costs. As a result, every governmental defendant that has challenged the conversion to by-district elections under the CVRA has either lost in court or settled/agreed to change its election system and been forced to pay at least some portion of the plaintiff's attorneys' fees and costs. A few cities that have extensively litigated CVRA cases have been eventually forced to pay multi-million-dollar fee awards and transition to by-district elections. For example, the City of Palmdale incurred \$4.7 million in legal fees in unsuccessfully defending in court an at-large city council election system, and the Cities of Santa Barbara, Whittier, Anaheim and Modesto incurred legal fees of between \$600,000 and \$3 million in settling such challenges, which also resulted in those cities adopting by-district elections.

In 2016, the California legislature amended Elections Code Section 10010 to simplify the process of converting to by-district elections, and to provide a "safe harbor" process to protect agencies from litigation. Under the amended Elections Code, the attorneys' fees a prospective plaintiff may recover are capped at \$30,000 if a public agency adopts a resolution of intention to change to a by-district system of elections within 45 days after the receipt of a letter from that prospective plaintiff alleging a CVRA violation and then completes the transition process within 90 days after the adoption of that initial resolution.

The recommendation to approve the resolution is not based on any admission or concession that the City would ultimately be found to have violated the CVRA. Rather, the public interest may be ultimately better served by voluntarily transitioning to district-based elections due to the uncertainty of litigation to defend against a CVRA lawsuit and the potentially extraordinary cost of such a lawsuit, even if the City were to prevail.

The proposed resolution outlines the City's intention to transition from an at-large to district-based elections, specific steps it will undertake to facilitate this transition, and an estimated time frame for doing so (Attachment B). A prospective plaintiff may not bring a CVRA lawsuit within 90 days after adoption of the resolution and, assuming the City

adopts a district-based electoral system, the City cannot be sued under the CVRA. This allows the City to retain its own ability to determine and adopt an appropriate district map instead of having the risk of a court doing so.

DISCUSSION: Under the City's existing election system, Council Members are elected in "at-large" elections, in which each City Council Member is elected by the registered voters of the entire City. California Government Code § 34886, in certain circumstances, authorizes the legislative body of a city of any population to adopt an ordinance to change its method of election from an "at-large" system to a "district-based" system in which each council member is elected only by the voters in the district in which the candidate resides.

In 2003, CVRA became law. The CVRA, in an attempt to prevent disenfranchisement of protected classes of persons, establishes a cause of action for minority voters seeking to force cities to convert from at-large to by-district elections if certain conditions are met. Numerous public agencies in California have been sued under the CVRA. Only one CVRA case has been tried to judgment under which the City of Palmdale incurred \$4.7 million in legal fees in unsuccessfully defending its at-large election system.

A violation of the CVRA is established if it is shown that racially polarized voting occurs in elections (Elections Code § 14028(a)). "Racially polarized voting" means voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate (Elections Code § 14026(e)).

While the move from at-large to district-based elections has been precipitated by letters from prospective plaintiffs, a city may, on its own, choose to make the transition to district elections. To date, Selma has not received any letters alleging violations of the CVRA. The letter is a precursor to the filing of a lawsuit as required under the 2016 amendments to the CVRA. This letter triggers a very short timeline for the City to act and implement City Council Districts to avoid the excessive attorneys' fees that cities faced before the 2016 amendments. If the City adopts a resolution of intention to change to a by-district system of elections within 45 days after the receipt of the letter and completes the transition process within 90 days after the adoption of that initial resolution, the attorneys' fees a prospective plaintiff may recover are capped at \$30,000, and the City cannot be sued under the CVRA.

The proposed resolution establishes a tentative timeline for conducting a public process to solicit public input and testimony on proposed district-based electoral maps before adopting any such map (included as Exhibit A to the resolution). The timeline includes the dates for the five required public hearings. It should be recognized that this timeline is compressed to meet the requirements of the 2016 amendments to the CVRA; the tight schedule is not optimal—it is also not the City's choice. After adopting a resolution of intention to transition to district-based elections, the 90-day period begins and there are some very specific actions that are required of the City Council. To start the process, the statute requires that the City Council hold two public hearings to consider the "composition" of districts within the first thirty days. These two hearings are required before the City Council may consider any draft maps. Next, the City Council must hold at least two additional public hearings during a 45-day period on the map(s) of the districts themselves. The maps must be publicly available for at least seven days before the public hearing, and if a change is

made to the map after the first public hearing, the revised map must be available at least seven days before the districts are adopted by ordinance.

The ordinance establishing the City Council districts will also assign an election year to each of the districts. For example, [three] of the districts could be assigned a November 2020 election and [two] of the districts could be assigned a November 2022 election. This is referred to as the “sequencing” of elections. The statute does not require any incumbent to resign or immediately lose office as a result of transitioning to districts. Since each seated council member was elected “at-large,” until their term expires, they can be serving in an “at-large” capacity and are allowed to live anywhere in the City. The districts would be phased in during the next two election cycles.

If the City Council adopts the resolution, there will be significant staff time needed to transition to by-district-based elections and to administer the process, including the need for five public hearings and community outreach. The community outreach will include a website dedicated to the district election issue and updated throughout the process. If the City Council elects to transition to by-district elections, Dr. Johnson and his staff at NDC would draw proposed districts after receiving input at the first two public hearings, and (together with any maps prepared and submitted by members of the public) present all qualifying maps to the Council at the third public hearing. The Council will have the ability to request modifications to the options presented or a different option.

RECOMMENDATION: It is recommended that the City Council adopt a resolution declaring its intent to transition from at-large to by-district Council Member elections, pursuant to Elections Code Section 10010.



Teresa Gallavan, City Manager

7-10-19
Date

RESOLUTION NO. 2019- __R

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, DECLARING ITS INTENT TO TRANSITION FROM
AT-LARGE TO BY-DISTRICT COUNCIL MEMBER ELECTIONS
PURSUANT TO ELECTIONS CODE SECTION 10010**

WHEREAS, the five members of the City Council of the City of Selma ("City") are currently elected in "at-large" elections, in which each City Councilmember is elected by the registered voters of the entire City; and

WHEREAS, California Government Code Section 34886 in certain circumstances, authorizes the legislative body of a city of any population to adopt an ordinance to change its method of election from an "at-large" system to a "district-based" system in which each council member is elected only by the voters in the district in which the candidate resides; and

WHEREAS, the California Legislature in amendments to Elections Code Section 10010, has provided a method whereby a jurisdiction can expeditiously change to a by-district election system and avoid the high cost of litigation under the California Voting Rights Act ("CVRA"); and

WHEREAS, the City Council has concluded it is in the public interest to begin the process of transitioning from at-large to district-based elections due to the uncertainty of litigation to defend against a CVRA lawsuit, the potentially extraordinary cost of such a lawsuit, even if the City were to prevail; and

WHEREAS, pursuant to Elections Code subdivision 10010(e), if the City adopts a resolution outlining its intention to transition from at-large to district-based elections, specific steps it will undertake to facilitate this transition, and an estimated time frame for doing so, then a prospective plaintiff may not bring a CVRA lawsuit within 90 days after that resolution's passage and, assuming the City adopts a district-based electoral system, the City cannot be sued under the CVRA; and

WHEREAS, prior to the City Council's consideration of an ordinance to establish district boundaries for a district-based electoral system, California Elections Code Section 10010 requires all of the following:

1. Prior to drawing a draft map or maps of the proposed boundaries of the districts, the City shall hold at least two (2) public hearings over a period of no more than thirty (30) days, at which the public will be invited to provide input regarding the composition of the districts;
2. After all draft maps are drawn, City shall publish and make available for release at least one draft map and, if members of the City Council will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the

elections shall also be published. The City Council shall also hold at least two (2) additional hearings over a period of no more than forty-five (45) days, at which the public shall be invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable. The first version of a draft map shall be published at least seven (7) days before consideration at a hearing. If a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven (7) days before being adopted; and

WHEREAS, the City has retained an experienced demographer to assist the City to develop a proposal for a district-based electoral system; and

WHEREAS, the adoption of a district-based elections system will not affect the terms of any sitting Council Member, each of whom will serve out his or her current term.

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

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

Section 2. The City Council hereby resolves to consider adoption of an ordinance to transition to a district-based election system as authorized by Government Code Section 34886 for use in the City's General Municipal Election for City Councilmembers beginning in November 2020.

Section 3. The City Council directs staff to work with the City's demographer, and other appropriate consultants as needed, to provide a detailed analysis of the City's current demographics and any other information or data necessary to prepare a draft map that divides the City into voting districts in a manner consistent with the intent and purpose of the California Voting Rights Act and the Federal Voting Rights Act.

Section 4. The City Council hereby approves the tentative timeline as set forth in Exhibit A, attached to and made a part of this resolution, for conducting a public process to solicit public input and testimony on proposed district-based electoral maps before adopting any such map.

Section 5. The timeline contained in Exhibit A may be adjusted by the City Manager as deemed necessary.

Section 6. The City Council directs staff to post information regarding the proposed transition to a district-based election system, including maps, notices, agendas and other information and to establish a means of communication to answer questions from the public.

Section 7. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 8. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of July 2019 by the following roll call vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

Exhibit "A"

Timeline
Implementing By-District Elections for City Council Members

Date	Action
July 15	Adopt Resolution of Intention to Transition to Districts
August 5 and August 19	Hold two public hearings to gather public input on communities of interest (no draft maps drawn until these are complete)
August 7	Deadline to submit proposed maps for August 19 Council meeting
August 12	All initial draft maps posted on or before this date
September 3 and September 16	Hold two public hearings to gather public input on draft maps and election sequencing
September 3	Hold public hearing and introduction of ordinance (this public hearing could be combined with the September 3 public hearing, if desired)
September 16	Second reading and adoption of ordinance
November 2020	First three districts hold elections
2021	Map redrawn to reflect 2020 Census data
November 2022	Remaining two districts hold elections

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

July 15, 2019

ITEM NO: 5.

SUBJECT: Discussion and Direction Regarding Placement of Mayor-at-Large on 2020 Ballot for Voter Consideration, and Term Limits

DISCUSSION: The City Manager received a request from the Mayor to discuss a Mayor-at-large, and a request from the Mayor Pro Tem to discuss term limits for City Councilmembers.

The Mayor would like Council to consider placing an initiative measure on the 2020 ballot for election of a Mayor-at-large, for either a term of 2 or 4 years, when the Council next considers the resolution for districting after the results of the Census. Currently, the Council annually rotates the Mayor position based on seniority.

The Mayor Pro Tem requested that the City Council discuss and provide direction regarding the imposition of term limits on the City Council. Currently, the City Council is not subject to term limits.

RECOMMENDATION: Staff recommends that Council discuss both matters and if it would like to consider these matters further, to provide direction to staff to bring back an agenda item with analysis of the impacts and costs to placing a Mayor-at-large initiative on the 2020 ballot, along with the process for imposing term limits on the City Council, and any costs associated therewith.



Teresa Gallavan, City Manager

7-11-19

Date

ITEM NO: 6.

SUBJECT: Consideration of a Resolution adopting findings to dispense with the competitive bidding process and approving the emergency purchase of a Danko F550 Type 6 Fire Apparatus

DISCUSSION: Fire season is currently upon us, and the City's Fire Department must respond to calls for service involving fires in open fields. These calls present access problems for our normal fire engines due to narrow dirt roads or no existing access roads at all. It is just the beginning of the fire season, and already, we have seen two fire engines get stuck during calls for service; one belonging to the City, and one to the County. Whenever this occurs, there is a potential for serious damage to the engine.

Given that fire engines have already been put at risk this early in the fire season, Staff is recommending that the City make an emergency purchase of a Danko F550 Type 6 fire apparatus. A Type 6 brush truck is a smaller 4-wheel drive vehicle with a 400-gallon water tank that is designed to travel off-road and attack grass and debris fires, preventing the risk of damaging our larger and more expensive fire engines.

This apparatus is a demo with less than 3,000 miles on it, and available for immediate purchase. To purchase a new vehicle with the same specifications would cost an additional \$10,000 and take approximately 250 days to build.

The total cost of the apparatus purchase is \$200,600.75. Of that amount, \$125,000.00 will be paid using existing Strike Team revenue accumulated over the last two fiscal years. The remaining \$75,678.75 will be financed over a 5-year period, with annual payments of \$16,622.20. In order to avoid impacts to the general fund, efforts will be made to utilize anticipated Strike Team revenue to fund the financing payments.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$200,678.75 – Including Tax & Fees		None
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Strike Team Reimbursements Fund Balance: \$210,789.34		\$16,622.20

RECOMMENDATION: Staff recommends that Council adopt a resolution adopting findings to dispense with the competitive bidding process and approving the emergency purchase of a Danko F550 Type 6 Fire Apparatus.



 Robert Petersen, Fire Chief

7-10-19

 Date



 Teresa Gallavan, City Manager

7-10-19

 Date

RESOLUTION NO. 2019 - __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, ADOPTING FINDINGS TO DISPENSE WITH THE COMPETITIVE BIDDING PROCESS AND APPROVING THE EMERGENCY PURCHASE OF A DANKO F550 TYPE 6 FIRE APPARATUS

WHEREAS, the City has adopted a purchasing system to establish efficient procedures for the purchase of supplies and equipment, to ensure that supplies and equipment are delivered at the lowest possible cost commensurate with the quality needed, and to assure the quality of purchases; and

WHEREAS, pursuant to Section 1-13-8 of the City's Municipal Code ("Code"), purchases and contracts for supplies and equipment with an estimated value greater than fifteen thousand dollars (\$15,000.00), must be by sealed bid and awarded to the lowest responsible bidder; and

WHEREAS, pursuant to Section 1-13-8 of the Code, bidding may be dispensed with when there's an emergency that requires that an order be placed with the nearest available source of supply; and

WHEREAS, the City is home to a number of open fields, which are prone to fires, especially during fire season. Since the start of the 2019 fire season, both the City and County Fire Departments have responded to open field fires in the City, and two fire engines have already gotten stuck during calls for service; one belonging to the City, and one belonging to the County. Whenever this occurs, there is a potential for serious damage to the engine; and

WHEREAS, the City's regular fire engines do not have the capability to go off road into these empty fields to attack fires, which may move rapidly and pose a threat to surrounding properties. Given the instances that have already occurred this fire season, which have created an emergency situation, Staff is recommending that the City Council dispense with the competitive bidding process, and purchase a Danko F550 Type 6 Fire Apparatus, which has the capability to safely assist the City's Fire Department in fighting these open field fires.

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

SECTION 1. That pursuant to the findings set forth in the recitals above, which are incorporated herein by reference, given the current fire season, and the issues that have arisen with respect to fighting fires in open fields, there exists an emergency situation, and it is in the best interests of the City to dispense with the City's competitive bidding

requirements, and direct the purchasing officer to procure the Danko F550 Type 6 Fire Apparatus immediately.

SECTION 2. That the City Council authorizes the City Manager to execute an agreement(s) with the selected vendor(s) for the purchase of the Danko F550 Type 6 Fire Apparatus.

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

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Selma on this 15th day of July, 2019, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk