

**ALL CELL PHONES AND ELECTRONIC DEVICES MUST BE
TURNED OFF IN THE COUNCIL CHAMBERS**

**A G E N D A
REEDLEY CITY COUNCIL MEETING**

7:00 P.M.

TUESDAY, FEBRUARY 27, 2024

**Meeting Held in the Council Chambers
845 "G" Street, Reedley, California
www.reedley.ca.gov**

The Council Chambers are accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or to request translation services, should be made 48 hours prior to the meeting by contacting the City Clerk at 637-4200 ext. 212.

Any document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such documents may be posted on the City's website.

Unless otherwise required by law to be accepted by the City at or prior to a Council meeting or hearing, no documents shall be accepted for Council review unless they are first submitted to the City Clerk by the close of business one day prior to said Council meeting/hearing at which the Council will consider the item to which the documents relate, pursuant to the adopted City Council Protocols.

The meeting will be held in person and may be observed remotely via Zoom or at:
<http://www.reedley.com/livestream.php>.

Public comment may be made in person or submitted in writing. Members of the public who wish to provide written comments are encouraged to submit their comments to the City Clerk at ruthie.greenwood@reedley.ca.gov by the close of business one day prior to the start of the meeting to ensure that the comments will be available to the City Council. Please indicate the agenda item number to which the comment pertains. Written comments that do not specify a particular agenda item will be marked for the general public comment portion of the meeting. A copy of any written comment will be provided to the City Council at the meeting. Please note that written comments received will not be read aloud during the meeting, but will be included with the meeting minutes.

Anita Betancourt, Mayor

Matthew Tuttle, Mayor Pro Tem
Mary Fast, Council Member

Suzanne Byers, Council Member
Scott Friesen, Council Member

MEETING CALLED TO ORDER

INVOCATION- Silvia Rios-Estrada-Police Department Support Team

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PUBLIC COMMENT – Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than three (3) minutes. No more than ten (10) minutes per issue will be allowed. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the Council as each item is brought up for discussion.

NOTICE TO PUBLIC

CONSENT AGENDA items are considered routine and a recommended action for each item is included, and will be voted upon as one item. If a Councilmember has questions, requests additional information, or wishes to comment on an item, the vote should not be taken until after questions have been addressed or comments made, and the public has had an opportunity to comment on the **Consent Agenda** items. If a Councilmember wishes to have an item considered individually or change the recommended action, then the item should be removed and acted upon as a separate item. A Councilmember's vote in favor of the **Consent Agenda** is considered and recorded as a separate affirmative vote in favor of each action listed. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered **Consent** items.

CONSENT AGENDA (Item 1-4)

1. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF FEBRUARY 13, 2024 - (City Clerk)
Staff Recommendation: Approve
2. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN INSTRUCTIONAL SERVICES AGREEMENT WITH FRESNO CITY COLLEGE- (Fire Department)
Staff Recommendation: Approve
3. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE-YEAR SUBSCRIPTION AGREEMENT WITH LEXIPOL FOR THE CORDICO SHIELD LAW ENFORCEMENT WELLNESS APP-(Police Department)
Staff Recommendation: Approve
4. ADOPT RESOLUTION NO. 2024-016, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING DESTRUCTION OF SPECIFIED CITY RECORDS AS LISTED ON EXHIBIT A-(City Clerk)
Staff Recommendation: Approve

WORKSHOP

5. REEDLEY CHAMBER OF COMMERCE UPDATE
6. PRESENTATION AND INFORMATION PERTAINING TO STRATEGIC CAPITAL PLANNING – Administrative Services

RECEIVE INFORMATION & REPORTS

These items are formal transmittals of information to the Reedley City Council. They are not voted upon by the Reedley City Council. Members of the public who have questions on these items are suggested to call City staff members during regular business hours.

7. REEDLEY PLANNING COMMISSION MINUTES OF REGULAR MEETING OF DECEMBER 7, 2023– Community Development

COUNCIL REPORTS

8. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

STAFF REPORTS

9. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS

ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 22th day of February 2024.


Ruthie Greenwood, City Clerk

Dates to Remember:

March 12, 2024-Regular Meeting
March 26, 2024-Regular Meeting

#1

REEDLEY CITY COUNCIL MEETING --February 13, 2024

A complete audio record of the minutes is available at www.reedley.ca.gov

The meeting of Reedley City Council called to order by Mayor Betancourt at 7:02 p.m. on Tuesday, February 13, 2024 in the City Hall Council Chambers, 845 "G" Street, Reedley, California.

INVOCATION – Russ Robertson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Byers.

ROLL CALL

Council Members

Present: Suzanne Byers, Mary Fast, Scott Friesen, and Anita Betancourt

Absent: Matthew Tuttle

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

Council Member Friesen motioned, Council Member Byers seconded to accept and approve agenda.

Motion unanimously **carried**.

PRESENTATION

1. MARJAREE MASON CENTER TEEN DOMESTIC VIOLENCE AWARENESS MONTH

February is National Teen Domestic Violence Awareness Prevention Month and representatives from The Marjaree Mason Center shared ways to prevent teen domestic violence in Reedley.

PUBLIC COMMENT

None.

Council Member Tuttle arrived at 7:17pm

CONSENT AGENDA (Item 1-6)

Council Member Fast asked that item 4 and 10 be discussed prior to the vote. Community Services Director, Sarah Reid and City Engineer, Marilu Morales answered questions regarding the items.

Council Member Fast moved, Council Member Byers seconded to accept, approve and adopt all items listed under the **CONSENT AGENDA**.

2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF JANUARY 23, 2024 – *Approved*
3. DENIAL OF AN APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM-VILLARREAL, LUIS ANTHONY-*Denied Application for Leave*
4. RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE THE COMPLIANCE CONTRACT WITH FRANZEN-HILL PERTAINING TO THE REQUIRED TESTING AND INSPECTIONS FOR THE UNDERGROUND FUEL TANKS AT THE REEDLEY MUNICIPAL AIRPORT– *Approved*
5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SIERRA KINGS HEALTH CARE DISTRICT MINI GRANT APPLICATION AND RELATED DOCUMENTS REQUESTING AND ACCEPTING FUNDING FOR LOW-INCOME SWIM LESSONS– *Approved*

REEDLEY CITY COUNCIL MEETING –February 13, 2024

6. APPROVE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH ALTA IRRIGATION DISTRICT FOR THE MANNING AVENUE PAVEMENT REHAB PHASE 3 PROJECT – *Approved*
7. SECOND READING AND ADOPTION OF ORDINANCE 2023-010 REPEALING AND REPLACING CHAPTER 1 OF TITLE 4 OF THE REEDLEY MUNICIPAL CODE PERTAINING TO SOLID WASTE REGULATIONS– *Approved*
8. ADOPT RESOLUTION 2024-012 AUTHORIZING THE EXECUTION OF MASTER AGREEMENTS BETWEEN CITY OF REEDLEY AND STATE OF CALIFORNIA FOR THE PURPOSE OF ADMINISTERING STATE AND FEDERAL AID FUNDED PROJECTS– *Approved*
9. ADOPT RESOLUTION NO. 2024-013 APPROVING THE FINAL MAP FOR TENTATIVE PARCEL MAP APPLICATION NO. 2021-01– *Approved*
10. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE PARLIER AVENUE AND COLUMBIA AVENUE WATER MAIN AND SEWER MAIN PROJECTS:
 - A. ADOPT RESOLUTION NO. 2024-014 AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE INSTALLATION OF A WATER MAIN ON PARLIER AVENUE AND COLUMBIA AVENUE
 - B. ADOPT RESOLUTION NO. 2024-015 AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE INSTALLATION OF A SEWER MAIN ON PARLIER AVENUE AND COLUMBIA AVENUE– *Approved*

ADMINISTRATIVE BUSINESS

11. INTRODUCTION CONSIDERATION OF ITEMS PERTAINING TO REPLACING THE SPACENET AT CITIZENS PARK
 - A. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN ALL DOCUMENTS PERTAINING TO THE PURCHASE AND INSTALL OF THE SPACENET
 - B. ADOPT RESOLUTION NO. 2024-011 AMENDING THE 2023-24 CITY OF REEDLEY ADOPTED BUDGET APPROPRIATING \$38,908 IN THE GENERAL FUND TO COVER THE COSTS ASSOCIATED WITH THE REPLACEMENT AND INSTALL OF THE SPACENET

Community Services Director, Sarah Reid explained at the playground there is a large piece of equipment that kids can climb and play on referred to as the spacenet. During a routine inspection at Citizens Park, staff discovered this piece of equipment is starting to show some wear and tear. Staff was concerned due to there was significant damage where the internal wires were exposed and has become a safety concern. The spacenet has been closed off with barricades while staff received quotes. The new installation will disrupt the rubber fall surface so small areas below the equipment will need to be patched.

Council Member Friesen motioned and Council Member Tuttle seconded to accept INTRODUCTION CONSIDERATION OF ITEMS PERTAINING TO REPLACING THE SPACENET AT CITIZENS PARK

- A. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN ALL DOCUMENTS PERTAINING TO THE PURCHASE AND INSTALL OF THE SPACENET
- B. ADOPT RESOLUTION NO. 2024-011 AMENDING THE 2023-24 CITY OF REEDLEY ADOPTED BUDGET APPROPRIATING \$38,908 IN THE GENERAL FUND TO COVER THE COSTS ASSOCIATED WITH THE REPLACEMENT AND INSTALL OF THE SPACENET

Motion unanimously **carried**.

REEDLEY CITY COUNCIL MEETING –February 13, 2024

12. CONSIDER REQUEST FROM THE BOYS & GIRLS CLUB OF FRESNO COUNTY FOR THE CITY OF REEDLEY TO PROVIDE \$25,000 PER YEAR FOR THREE YEARS (\$75,000 TOTAL) TO HELP PURCHASE THE BUILDING AT 1106 11TH STREET

City Manager Nicole Zieba explained that the City Council received a request from the Fresno County Boys and Girls Club for the Reedley location to provide \$25,000 per year for three years which is a total request for funding of \$75,000. This money would be used to assist the club in purchasing the building and improvements at 1106 11th Street in Reedley.

Diane Carbray and Jazmine Arceo with the Boys and Girls Club spoke about the mission of the club and discussed the purchase of the property at 1106 11th Street.

A mother from Reedley who has sons in the program came up and spoke in support of the Boys and Girls clubs and their programs.

Pete Perez asked questions about the Boys and Girls club finances. Mr. Perez's questions were answered by Ms. Carbray from the Boys and Girls Club.

Ricardo states that he sees the Boys and Girls club being a solution to kids being out on the streets.

Mayor and Council asked questions about the Boys and Girls Club and ultimately decided to table the item.

- Item tabled

13. REVIEW THE STATUS OF THE MID-YEAR CITY BUDGET AND CONSIDER ITEMS PERTAINING TO VARIOUS OPERATING PROGRAMS AND CAPITAL PROJECTS

- A. ADOPT RESOLUTION NO. 2024-005 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$2,694,149 IN MULTIPLE CITY FUNDS FOR VARIOUS OPERATING PROGRAMS, CAPITAL PROJECTS AND FUND TRANSFERS

Assistant City Manager Paul Melikian informed Council every year staff reviews the adopted budget at mid-year to make sure the budget is moving as expected based on assumptions that were made. Mid-year budget review is an opportunity to adjust if circumstances changed and also to update Council on any special needs. Mr. Melikian provided a summary of the City's Mid-Year-Budget Review to Council.

RECEIVE INFORMATION & REPORTS

These items are formal transmittals of information to the Reedley City Council. They are not voted upon by the Reedley City Council. Members of the public who have questions on these items are suggested to call City staff members during regular business hours.

14. REEDLEY COMMUNITY SERVICES COMMISSION MINUTES OF REGULAR MEETING OF JUNE 22, 2023 AND AUGUST 24, 2023

COUNCIL REPORTS

15. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

Council Member Fast:

- Mentioned the Blossom Trail opening ceremonies she attended
- Shared about the California Water Association meeting she attended and provided brief update
- Attended a Council of Governments meeting and provided a brief update
- Discussed the Rotary luncheon she attended on behalf of the city

Council Member Byers:

- Discussed San Joaquin City Selection Committee that she attended
- Attended a Central Valley Public Transportation Authority meeting and provided a brief update

Council Member Tuttle:

REEDLEY CITY COUNCIL MEETING –February 13, 2024

- Shared about the Blossom Trail opening ceremonies he attended
- Mentioned the Rotary lunch he attended on behalf of the city

STAFF REPORTS

16. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

City Manager Nicole Zieba:

- Discussed the past and upcoming storms and provided an update regarding the river

Police Chief Garza:

- Shared about upcoming Flag Lowering ceremony and invited everyone to attend

Community Services Director Sarah Reid:

- Mentioned the upcoming pickleball games and shared more information

ADJOURNMENT

Mayor Betancourt adjourned the regular meeting at 9:10 p.m.

Mayor Anita Betancourt

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 2

DATE: February 27, 2024

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN INSTRUCTIONAL SERVICES AGREEMENT WITH FRESNO CITY COLLEGE

SUBMITTED: Jerry Isaak, Fire Chief

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

To approve and authorize the City Manager to sign an Instructional Services Agreement with Fresno City College beginning on May 1, 2024 and terminating April 30, 2029.

EXECUTIVE SUMMARY

Fresno City College (FCC) is authorized by the California Education Code and Title 5 of the California Code of Regulations to conduct Contract Instruction, Assessment and Counseling Services to serve community needs. Entering into the Master Instructional Service Agreement will allow the City of Reedley to be compensated for instruction of FCC approved courses to meet educational needs and requirements of Reedley Fire Department personnel. Reedley firefighters will be enrolled as students of FCC and receive credit and the City will receive compensation for each instructional hour per student. This agreement is a continuation of an instructional services partnership that began in 2006.

The Reedley Fire Department has duly qualified personnel that meet FCC requirements for instruction of the courses. The Instructor's Agreement is shown as Attachment 2 and designates an On-Site Supervisor / Instructor (Fire Captain/Training Officer Tim Garrison) who is responsible for qualified instruction and record-keeping among other responsibilities. The course titles and descriptions are detailed in the agreement.

FISCAL IMPACT

This agreement will provide expenditure relief to the General Fund estimated to be \$15-\$20K annually.

ATTACHMENTS

Attachment 1: Master Instructional Service Agreement
Attachment 2: Instructors Agreement

AGREEMENT

FOR

ON-SITE SUPERVISOR AND INSTRUCTOR SERVICES

BETWEEN

FRESNO CITY COLLEGE

AND

ENTITY NAME: CITY OF REEDLEY FIRE DEPARTMENT

INSTRUCTOR'S NAME: Tim Garrison

This agreement is made and entered into by and between Fresno City College, hereinafter referred to as FCC, a college of the State Center Community College District, CITY OF REEDLEY FIRE DEPARTMENT, legal designation, hereinafter referred to as RFD and Tim Garrison, a person and employee of RFD.

WITNESSETH:

WHEREAS, FCC needs supervisory services and an instructor of record with regard to instruction for classes offered by FCC in cooperation with RFD, subject to the terms and conditions set forth in the separate Master Agreement between the RFD and FCC; and,

WHEREAS, the RFD has duly qualified employees who can competently provide supervisory services with regard to instruction for classes offered by FCC in cooperation with RFD; and,

WHEREAS, the On-Site Supervisor and Instructor agrees to be assigned to FCC as an at-will and uncompensated temporary academic employee of FCC to competently provide executive services with regard to instruction for classes offered by FCC in cooperation with RFD; and,

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, Section 58058 (b);

- j. Ensure the accurate calculation of final student grades and the prompt submission of them to the Co-Director within two weeks of course completion.
- k. Ensure the competent and prompt completion of all other assigned duties.
8. FCC shall provide no compensation to the On-Site Supervisor and Instructor for any services rendered pursuant to this agreement, but compensation shall be provided by RFD in accordance with its established and standard practices and including workers' compensation insurance.
9. For purposes of identification and defense of any claims, actions or lawsuits, the On-Site Supervisor and Instructor shall be considered an employee of FCC only during those times when the On-Site Supervisor and Instructor is actually performing on behalf of FCC the responsibilities and duties listed in this agreement at the work place assigned by FCC.
10. This agreement may be terminated at any time by FCC within the sole and exclusive discretion of FCC upon written notice to RFD and On-Site Supervisor and Instructor. This agreement may be terminated upon thirty (30) days prior written notice to FCC by either the RFD or On-Site Supervisor and Instructor within either's sole and exclusive discretion.

FOR FRESNO CITY COLLEGE:

Name: _____
Director, Fresno City College

Signature: _____

FOR INSTRUCTOR:

Name: Tim Garrison
On-Site Supervisor/Instructor for

Signature: 

FOR AGENCY NAME: CITY OF REEDLEY FIRE DEPARTMENT :

Signature: Jerry Isaak

Digitally signed by Jerry Isaak
DN: cn=Jerry Isaak, o=City of Reedley Fire Department, email=jerry.isaak@reedleyfire.org
Date: 2023.12.22 15:25:15 -0800

Name: Jerry Isaak
Title: Fire Chief
Date: 12/22/23



Fresno City College

INSTRUCTIONAL SERVICE AGREEMENT

FRESNO CITY COLLEGE & CITY OF REEDLEY FIRE DEPARTMENT

This Agreement is made and entered into between Fresno City College (FCC), a college of the State Center Community College District (SCCCD), and CITY OF REEDLEY FIRE DEPARTMENT (RFD), together known as "the parties".

WITNESSETH

WHEREAS, FCC is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title 5"), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, RFD desires to contract with FCC to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, FCC and RFD mutually agree as follows:

Section 1. RESPONSIBILITIES OF FCC

- a. FCC shall offer approved courses to meet educational needs and requirements of the RFD in-service personnel (all class participants are in-service personnel and shall hereafter be referred to as "students"). Such courses shall be approved by RFD.
- b. FCC shall provide a faculty coordinator to work with RFD. Said faculty coordinator shall act as the RFD co-instructor for all FCC affiliated educational courses. Under no circumstances, however, shall the faculty coordinator have authority over the remaining operations of RFD, including but not limited to, personnel issues concerning RFD employees, operational budget, or the use, maintenance, or scheduling of RFD facilities.
- c. FCC and RFD will mutually ensure ancillary and support services are provided for the students (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist RFD in registration and other support services to students to adequately manage and control the college's course offerings.
- e. FCC shall approve selection of instructors and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of FCC. FCC shall have the primary right to control and direct the instructional activities of all instructors.
- f. FCC shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.
- g. FCC shall consult RFD on any revisions to existing FCC courses designed for the RFD program, initiation of new courses, or any other changes, to ensure the quality of educational services and to meet the needs of RFD.

- h. FCC shall provide the use of its facilities and equipment free of charge for use by the RFD, on an as-needed, space available basis for Instructional Service Agreement (ISA) partner programs. FCC shall attempt to provide use of said facilities and equipment during normal business hours.
- i. FCC shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its adjunct instructors on campus.
- j. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.
- k. FCC has the primary right and responsibility to control and direct the activities of the instructors furnished by RFD while they are performing services under the term of this Agreement.

Section 2. RESPONSIBILITIES OF RFD

- a. RFD shall provide classroom space for use as off-campus sites by FCC, free of charge for Instructional Service Agreement (ISA) courses.
- b. RFD shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's ISA courses.
- c. RFD shall cooperate with FCC to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.
- d. RFD shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to public safety training programs.
- e. A tuition fee of \$46/unit for all RFD members enrolled in ISA courses shall be deducted from the gross revenue amount.
- f. An off-site health fee of \$13 per semester will be waived if students are covered by workers' compensation insurance through their employment with RFD. If RFD fails to provide evidence of workers' compensation coverage, then the off-site health fee will be deducted from the gross revenue for all registered RFD members. RFD affirms that their workers' compensation coverage is current, active, and will be maintained throughout the term of this agreement. Prior to the commencement of each annual term of this agreement, RFD shall deliver to the District Representative a Certificate of Insurance evidence of workers' compensation coverage.
- g. Records of student attendance and registration shall be submitted by RFD to FCC regularly and then maintained by FCC. Records will always be open for review by officials of the college and submitted on a schedule developed by FCC, no later than July 1st annually (see Appendix A).
- h. By signing this Agreement, RFD certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

Section 3. PAYMENT FOR SERVICES

- a. In consideration of the services provided herein, FCC shall pay RFD 60% each academic year (July 1st through June 30th) of the state apportionment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours (see Appendix B).
- b. Above hours shall not exceed 50,000 Student Instructional Hours (contact hours) per academic year during academic years when the California Community College Chancellor's Office (CCCCO) implements apportionment caps

for its colleges. Notice will be provided to RFD no later than October 30th annually if CCCC's apportionment caps are in place for the upcoming academic year.

c. RFD shall submit to FCC an invoice for all mutually agreed upon instructional FTES hours provided under this Agreement. FCC shall pay RFD the agreed contract price within the agreed upon timeline for the fiscal year, to be established by no later than July 1st annually (see Appendix C). Any adjustments to the fiscal year timeline must be presented a minimum of forty-five (45) days prior to the end of any given course section.

d. Instructional FTES hours are defined as those hours reported on SCCC's CCFS-320 Report, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCC's independent auditor and the California Community Colleges Chancellor's Office.

Section 4. INDEMNIFICATION

a. FCC agrees to indemnify, save, hold harmless, and at RFD's request, defend RFD, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to RFD in connection with the performance, or failure to perform, by FCC, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of FCC, its officers, agents, or employees under this Agreement.

b. RFD agrees to indemnify, save, hold harmless, and at FCC's request, defend the FCC, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to FCC in connection with the performance, or failure to perform, by RFD, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of RFD, its officers, agents, or employees under this Agreement.

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

d. This section shall survive expiration or termination of this Agreement.

Section 5. INDEPENDENT CONTRACTOR

a. In performance of the work, duties, and obligations assumed by FCC under this Agreement, it is mutually understood and agreed that FCC, including all of FCC's officers, agents, and employees will always be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of RFD. Furthermore, RFD shall have no right to control or supervise or direct the manner or method by which FCC shall perform its work and function. However, RFD shall retain the right to administer this Agreement to verify that FCC is performing its obligations in accordance with the terms and conditions thereof.

b. FCC and RFD shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters subject thereof.

c. Because of its status as an independent contractor, FCC shall have no right to employment rights and benefits available to RFD employees. FCC shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits. In addition, FCC shall be solely responsible and save RFD harmless from all matters relating to payment of FCC's employees, including compliance with Social Security withholding and all other



regulations governing such matters. It is acknowledged that during the term of this Agreement, FCC may be providing services to others unrelated to RFD or to this Agreement.

Section 6. INSURANCE

a. Each party shall insure its activities in connection with this Agreement and always maintain insurance with coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees, and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self-insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

b. Without limiting the RFD right to obtain indemnification from FCC or any third parties, FCC, at its sole expense, shall maintain in full force and effect, the following insurance policies, or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

I. Commercial General Liability - Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. RFD may require specific coverage including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the nature of this Agreement.

II. Automobile Liability - Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damage. Coverage should include any auto used in connection with this Agreement.

III. Professional Liability - If FCC employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. FCC agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

IV. Worker's Compensation - A policy of Worker's Compensation insurance as may be required by the California Labor Code.

V. Molestation - Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

c. Additional Requirements Relating to Insurance

FCC shall obtain endorsements to the Commercial General Liability insurance naming the RFD, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by RFD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under FCC's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days' advance written notice given to RFD.

FCC hereby waives its right to recover from RFD its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. FCC is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but FCC's waiver of subrogation under this paragraph is effective whether FCC obtains such an endorsement.



Within thirty (30) days from the date FCC signs and executes this Agreement, FCC shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the RFD stating that such insurance coverage have been obtained and are in full force; that the RFD its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the RFD its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by RFD, its officers, agents and employees, shall be excess only and not contributing with insurance provided under FCC's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to RFD.

In the event FCC fails to always keep in effect insurance coverage as herein provided, RFD may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such an event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

Section 7. MISCELLANEOUS PROVISIONS

- a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, FCC and RFD agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.
- b. **Term and Termination.** The term of this Agreement shall start on May 1, 2024, or upon date of full execution of the agreement if it is after May 1, 2024, and terminate on April 30, 2029. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.
- c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.
- d. **Nondiscrimination.** To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- e. This Agreement supersedes all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the RFD and FCC in the form of an Amendment to this Agreement.
- f. **Compliance with Law.** In providing the services required under this Agreement, FCC shall always comply with all applicable laws of the United States, the State of California, the County of Fresno, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

g. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

h. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. **No Third-Party Beneficiaries.** The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

j. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

k. **Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:**

Fresno City College, First Responder Campus	CITY OF REEDLEY FIRE DEPARTMENT
Director Peter Cacossa	JERRY ISAAK, FIRE CHIEF
3300 East North Avenue	1060 D STREET
Fresno, CA 93725	REEDLEY, CA 93654

l. The specific course(s) covered under this Agreement are described in the attached Appendix D and are incorporated herein by this reference.

m. RFD shall provide FCC with a request to add existing course(s) or sections with a minimum of 45 days advanced notice to FCC prior to the class start date. Each additional course of instruction shall require a written agreement to offer the course signed by the agency signatory or his or her designee as well as the FCC Vice President of Instruction or designee. The course details must be set forth in writing as with the course(s) listed in Appendix D and will become attachments to this Agreement.

n. **Electronic Signatures:** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example, PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

o. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the parties according to its terms and conditions.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective upon the date of full execution of the contract.

AGENCY NAME:	CITY OF REEDLEY FIRE DEPARTMENT
AGENCY SIGNATORS:	
NAME & TITLE:	Jerry Isaak, Fire Chief
DATE:	
ATTEST:	
NAME & TITLE:	Nicole Zieba, City Manager
DATE:	
	APPROVED AS TO LEGAL FORM:
NAME & TITLE:	Ruthie Greenwood, City Clerk
DATE:	

AGENCY NAME:	Fresno City College, a college of the State Center Community College District
AGENCY SIGNATORS:	
NAME & TITLE:	W. Andy Dunn, Interim Vice Chancellor of Finance and Administration
DATE:	
ATTEST:	
NAME & TITLE:	Dr. Robert Pimentel, Fresno City College President
DATE:	
	APPROVED AS TO LEGAL FORM:
NAME & TITLE:	Kristen Corey, General Counsel, State Center Community College District
DATE:	

APPENDIX A

Projected Student Attendance & Registration Records Schedule for 2024-2025

1. Training Hours & Student Applications Agency Cut Off Date on the last Friday of each month:
 - a. Friday, July 26, 2024
 - b. Friday, August 30, 2024
 - c. Friday, September 27, 2024
 - d. Friday, October 25, 2024
 - e. Friday, November 29, 2024
 - f. Friday, December 27, 2024
 - g. Friday, January 31, 2025
 - h. Friday, February 28, 2025
 - i. Friday, March 28, 2025
 - j. Friday, April 25, 2025
 - k. Friday, May 30, 2025
 - l. Friday, June 27, 2025

2. Due date to FCC AJ or FIRET program staff is first Friday of the following month:
 - a. Friday, July 5, 2024
 - b. Friday, August 2, 2024
 - c. Friday, September 6, 2024
 - d. Friday, October 4, 2024
 - e. Friday, November 1, 2024
 - f. Friday, December 6, 2024
 - g. Friday, January 3, 2025
 - h. Friday, February 7, 2025
 - i. Friday, March 7, 2025
 - j. Friday, April 4, 2025
 - k. Friday, May 2, 2025
 - l. Friday, June 6, 2025

3. Deadlines for Any Final Student Applications and Unresolved Academic and/or Financial Holds for the Section:
 - a. Friday, May 24 or 31, 2024
 - b. Friday, November 22 or 29, 2024
 - c. Friday, May 23 or 30, 2025

A new schedule will be sent out every year no later than July 1st for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.



APPENDIX B

FCC Payment Split with Agency

Fire Agencies - Payment is based on the number of FTES (Full-Time Equivalent Student) generated by the training hours submitted. One FTES is equal to 525 contact hours, which are 50-minute hours. To calculate the number of FTES that the agency is paid for, we take the number of training hours and convert that into the number of contact hours (50-minute hours). We then divide that number by 525 to get the total number of FTES. The State of California pays an apportionment rate per FTES. We split that with the agency 60/40.

Fire Agency Example:

Total Agency Training Hours	Trainings Hours to Contact Hours	Contact Hours to FTES	FTES to Apportionment
1000	$1000 \times 60 / 50 = 1200$	$1200 / 525 = 2.28$	$2.28 \times (\$4840 \times 60\%) = \$6,621.12$ (gross revenue)

Fire agency students are awarded college units based on the number of training hours they complete. Units are calculated by converting the training hours into contact hours, and the contact hours into units. There are 54 contact hours in one unit. Units are always rounded down.

Total Training Hours to Contact Hours	Contact Hours to Total Units	Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
$100 \times 60 / 50 = 120$	$120 / 54 = 2.22$ rounded to 2.00	$2.00 \times \$46.00 = \92.00	$\$6,621.12 - \$92.00 = \$6,529.12$

Police Agencies - Payment is based on the number of units completed by students taking ISA courses. Each ISA course has a unit value. Units are converted into contact hours, and contact hours are converted to FTES. One unit equals 54 contact hours, and there are 525 contact hours in one FTES.

Police Agency Example:

Total Agency Training Units	Training Units to Contact Hours	Contact Hours to FTES	FTES to Apportionment
100	$100 \times 54 = 5400$	$5400 / 525 = 10.28$	$10.28 \times (\$4840 \times 60\%) = \$29,853.12$ (gross revenue)

Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
$100 \times \$46.00 = \$4,600$	$\$29,853.12 - \$4,600 = \$25,253.12$

The apportionment amount changes annually and is based on the state budget. The amount is available on the California Community College Chancellor's Office website.

APPENDIX C

Section Schedules and Processing Timeframes for 2024-2025 and 2025-2026

AJ and FIRET:

- November 25, 2023-June 14, 2024 (All AJ & FIRET)
- May 25, 2024-December 13, 2024 (All AJ & FIRET)
- November 22, 2024-June 13, 2025 (All AJ & FIRET)
- May 23, 2025-December 12, 2025 (All AJ & FIRET)
- November 21, 2025-June 12, 2026 (All AJ & FIRET)

Paramedics ONLY:

- April 1, 2024-December 13, 2024 (FIRET-136 Only)
- March 31, 2025-December 12, 2025 (FIRET-136 Only)
- July 3, 2023-June 30, 2024 (Paramedic ONLY – Class 58)
- January 2, 2024-December 31, 2024 (Paramedic ONLY – Class 59)
- January 2, 2024-June 28, 2024 (Paramedic ONLY – Class 60)

Projected Timelines for 2024-2025 Submission of Applications and Hours, Registration and Grades, as well as 320 Reports, Invoicing, and Payments per section

AJ & FIRET Section Dates:

SUMMER 2024: 11/25/23-6/14/24

- Training Hours Cut Off for Agency: 5/24/24
- Training Hours Submitted by Agency: 5/31/24
- Yellow Apps (ISA Sr. Program Specialist): 6/3/24-6/7/24
- Registrations (ISA Sr. Program Specialist): 6/10/24-6/12/24
- Positive Attendance Forms (A&R): 6/13/24-6/14/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/13/24-6/17/24 by noon
- Due to DO: 6/28/24
- 320 Report Submitted: 7/19/24
- A&R Send 320 Report to FCC Academy Director: 7/26/24
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/2/24
- Agency Submit Invoice to FCC Academy Director: 8/9/24
- FCC Sends Invoice for Payment: 8/16/24
- SCCC CD Sends Check to Agency: 8/26/24-9/6/24

SPRING 2025: 5/25/24-12/13/24

- Training Hours Cut Off for Agency: 11/22/24
- Training Hours Submitted by Agency: 11/29/24
- Yellow Apps (ISA Sr. Program Specialist): 12/2/24-12/6/24
- Registrations (ISA Sr. Program Specialist): 12/9/24-12/11/24
- Positive Attendance Forms (A&R): 12/12/24-12/13/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 12/13/24-12/16/24 by noon
- Due to DO: 12/27/24
- 320 Report Submitted: 1/17/25
- A&R Send 320 Report to FCC Academy Director: 1/24/25
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 1/31/25
- Agency Submit Invoice to FCC Academy Director: 2/7/25
- FCC Sends Invoice for Payment: 2/14/25
- SCCC CD Sends Check to Agency: 2/17/25-2/28/25



APPENDIX C – CONTINUED

SUMMER 2025: 11/22/24-6/13/25

- Training Hours Cut Off for Agency: 5/23/25
- Training Hours Submitted by Agency: 5/30/25
- Yellow Apps (ISA Sr. Program Specialist): 6/2/25-6/6/25
- Registrations (ISA Sr. Program Specialist): 6/9/25-6/11/25
- Positive Attendance Forms (A&R): 6/12/25-6/13/25
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/12/25-6/16/25 by noon
- Due to DO: 6/27/25
- 320 Report Submitted: 7/18/25
- A&R Send 320 Report to FCC Academy Director: 7/25/25
- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/1/25
- Agency Submit Invoice to FCC Academy Director: 8/8/25
- FCC Sends Invoice for Payment: 8/15/25
- SCCCDC Sends Check to Agency: 8/25/25-9/6/25

PARAMEDIC Section Dates:

- Student Names & IDs from Agency: 10 business days prior to the start of the section
- Registrations (Sr. Program Specialist): 5 business days prior to the start of the section
- Training Hours Cut Off for Agency: Last day of the section
- Training Hours Submitted by Agency: Last day of the section
- Positive Attendance Forms (A&R): within 2 business days of the end of the section
- Grades & Attendance Entered (ISA Coordinator): within 3 business days of the end of the section
- 320 Report Submitted: 7/19/24, 1/17/25, 7/18/25, or 1/16/26
- A&R Send 320 Report to FCC Academy Director: 7/26/24, 1/24/25, 7/25/25, or 1/23/26
- FCC Academy Director Confirms and Authorizes Invoice Amount: 8/2/24, 1/31/25, 8/1/25, or 1/30/26
- Agency Submit Invoice to FCC Academy Director: 8/9/24, 2/7/25, 8/8/25, or 2/6/26
- FCC Sends Invoice for Payment: 8/16/24, 2/14/25, 8/15/25, or 2/13/26
- SCCCDC Sends Check to Agency: 8/26/24-9/6/24, 2/24/25-3/7/25, 8/25/25-9/5/25, or 2/23/26-3/6/26

A new schedule will be sent out every year no later than July 1st for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

APPENDIX D - FIRE

FRESNO CITY COLLEGE ISA COURSE OUTLINE

AGENCY: AGENCY NAME

This course is presented under the ISA contract between Fresno City College and the fire agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE TITLE: Advanced Firefighter Continuing Education – Effective Spring 2021
COURSE NUMBER: FIRET-233
COURSE HOURS: 9.00 - 80.1
UNITS: 0.10 - 1.0

DESCRIPTION:

Satisfies annual mandatory continuing education requirements of local Fire Agencies, Fresno County Health Department, the California State Fire Marshal's Office, and appropriate sections of the California Code of Regulations; may be offered in seminar, lecture, and/or lab format; specific course deliver method to be determined by each respective agency.

LEARNING OUTCOMES AND OBJECTIVES

Course Objectives

1. Given a classroom setting and using knowledge of the Fire Technology discipline, discuss technological advances and revisions to regulations and laws as they apply to the specific fire agency.
2. Given a laboratory setting, apply the physical skills to perform various job-related tasks required by the individual's fire protection agency.
3. Given a simulated incident scenario, apply the appropriate strategy and tactics that will address the following incident priorities: 1) life safety, 2) incident stabilization and 3) property conservation.
4. Given classroom instruction, reading assignments, and laboratory activities describe and apply the appropriate emergency medical treatment protocol for a given patient scenario as per Fresno County EMS.

Course Student Learning Outcomes

1. Demonstrate the proper psychomotor skills and cognitive reasoning ability necessary to perform all job-related tasks. Expected SLO Performance: 70
2. Apply current industry best practices relative to modern fire protection and technology techniques within the scope of employment. Expected SLO Performance: 70

COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET: <https://fresno.curriqunet.com/publicsearch/>



REEDLEY CITY COUNCIL


- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 3

DATE: February 27, 2024

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE-YEAR SUBSCRIPTION AGREEMENT WITH LEXIPOL FOR THE CORDICO SHIELD LAW ENFORCEMENT WELLNESS APP.

SUBMITTED: Jose L. Garza 
Chief of Police

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

Staff recommends the adoption of Lexipol's Cordico wellness solution, a comprehensive app designed to support the mental health and well-being of personnel in high-stress occupations, including law enforcement. The Cordico app offers confidential, on-demand access to wellness resources, aiming to mitigate the effects of stress and exposure to critical incidents. Adoption of this solution aligns with the department's commitment to strengthening our wellness culture and addressing the barriers that prevent personnel from seeking the help they need.

EXECUTIVE SUMMARY

Personnel in the police department, similar to others in high-risk industries, face constant stress and exposure to traumatic events. These conditions can have profound effects on their mental health and overall well-being. However, cultural stigmas and lack of access to trusted resources often deter staff from seeking help. This not only affects their personal lives but also their professional performance and the safety of the community.

Approximately 90% of personnel nationwide report a cultural stigma against seeking help for mental health issues, contributing to a reluctance to reach out for support. Around 80% nationwide fear being perceived as weak or unfit for duty, further discouraging them from accessing wellness resources. About 75% of law enforcement personnel nationwide have not used Employee Assistance Program (EAP) services, and 60% found EAP services unhelpful when they did use them.

The proposed Lexipol's Cordico wellness solution is specifically designed to overcome these challenges by providing:

- **Confidential, On-Demand Access:** Personnel and their family members can access wellness resources anytime, anywhere, ensuring privacy and convenience.
- **Comprehensive Wellness Resources:** The app includes self-assessments, videos, guides, and articles on over 60 health topics developed by leading experts.
- **Customization and Integration:** We can incorporate agency-specific content and one-touch access to our peer support team, therapists, and chaplains.
- **Continuous Updates and Support:** Cordico offers a commitment to 5-star customer service for implementation and ongoing support.

Not only does Lexipol's Cordico provide solutions to the stigma of mental health, but it also allows for the following areas to be improved within the department:

- **Enhanced Mental Health and Well-being:** Provides essential tools and resources to support the mental health of our personnel.
- **Reduced Stigma:** Encourages a shift in culture by offering a private way for personnel to seek help, addressing the stigma associated with mental health.
- **Increased Accessibility:** Makes it easier for personnel to access helpful resources, potentially increasing the use and effectiveness of wellness initiatives.
- **Agency at the Forefront of Wellness:** Positions our agency as a leader in supporting the health and well-being of its members.

The adoption of the Cordico wellness solution represents a significant step forward in the department's commitment to the health and well-being of personnel. By addressing the common barriers to seeking help and providing a comprehensive suite of wellness resources, the police department can foster a more supportive, resilient, and effective workforce.

FISCAL IMPACT

The total cost for a one-year subscription to the Cordico Wellness App is \$4,749.05. This subscription provides the agency's personnel with access to a comprehensive suite of mental health and wellness resources tailored to the needs of first responders and others in high-stress occupations. The Reedley Police Department has been awarded \$25,000 in state grants in 2023, specifically for the enhancement of officer wellness programs. This grant allocation is intended to support initiatives that directly contribute to the mental health and well-being of our officers. The subscription cost represents a portion of the total grant, with the remaining funds to be allocated toward other wellness initiatives as part of the comprehensive officer wellness program.

ATTACHMENTS

- 1) Master Service Agreement
- 2) Cordico product brochure



MASTER SERVICE AGREEMENT

Agency's Name: Reedley Police Department (CA)
Agency's Address: 843 G St
Reedley, California 93654

Attention: Sergeant Gary Kincaid

Sales Rep: Mary James
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Reedley Police Department (CA)

Lexipol, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	CordicoShield Law Enforcement Wellness App (12 Months)	USD 4,999.00	5%	USD 249.95	USD 4,749.05
	Subscription Line Items Total			USD 249.95	USD 4,749.05
				USD 249.95	USD 4,749.05
Annual Subscription Discount:					USD 249.95
Annual Subscription TOTAL:					USD 4,749.05

Discount Notes

Partnership with CSJVRMA

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. **Indemnification.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. **Limitation of Liability.** Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Compliance; Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



A Cost-Effective Solution for Public Safety Wellness

Law enforcement officers, firefighters, dispatchers and other public safety personnel are tasked with handling the most high-risk, urgent and dangerous events in our communities. They respond routinely to incidents most people never experience firsthand—suicides, murders, accidents, natural disasters, violence committed against children, sexual offenses, violent individuals, noncompliant suspects, people in the throes of crisis. The job carries the constant potential for injury and risk to safety and security.

Public safety and local government leaders and elected officials have a great opportunity to support the wellness of the first responders we trust to provide the most urgent, critical and high-stakes service to the community. The key lies in delivering confidential, immediately accessible resources that are customized for the issues first responders face.

Fortunately, doing just that is not only possible, it's surprisingly cost-effective.

Public Safety Wellness Challenges

First responders pay a price for their dedication to their profession. They experience high rates of suicidal ideation, post-traumatic stress and depression; in nationwide surveys, firefighters and officers overwhelmingly report stress on the job has impacted their mental health.^{1,2,3}

The effects are physical, too; 70% of firefighters are obese or overweight; 40% of police officers are obese and 80% are overweight.^{4,5} Complications from shift work compound the issues: Nearly 40% of firefighters screen positive for sleep disorders,⁶ while fatigue has been shown to affect police officer decision making and judgment.⁷

¹Ushery D, Manny D, Stulberger E. (11/20/18). Nearly 1 in 5 cops has considered suicide amid stigma around mental health issues. <https://www.nbcnewyork.com/news/local/i-team-nearly-1-in-5-cops-has-considered-suicide-amid-stigma-around-mental-health-issues/1817436/>

²Wagner E, Bott M, Villarreal M et al. (3/1/18) National data shows firefighters' mental, emotional health not getting enough attention. <https://www.nbcbayarea.com/news/local/national-data-shows-firefighters-mental-emotional-health-not-getting-enough-attention/196910/>

³Substance Abuse and Mental Health Services Administration. (May 2018) First Responders: Behavioral Health Concerns, Emergency Response, and Trauma. <https://www.samhsa.gov/sites/default/files/dtac/supplementalresearchbulletin-firstresponders-may2018.pdf>

⁴Wilkinson ML, Brown AL, Poston WS, et al. (2014) Physician Weight Recommendations for Overweight and Obese Firefighters, United States, 2011–2012. *Preventing Chronic Disease*. 11:140091. <http://dx.doi.org/10.5888/pcd11.140091>

⁵Can SH, Hendy H. (May 2014) Behavioral variables associated with obesity in police officers. *Industrial Health*. 52(3):240–247. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4209580>

⁶Brigham and Women's Hospital. (11/13/14) Sleep disorders found to be highly prevalent in firefighters. *ScienceDaily*. <https://www.sciencedaily.com/releases/2014/11/141113085220.htm>

⁷James L. (9/21/17) The Stability of Implicit Racial Bias in Police Officers. *Police Quarterly*. 21(1):30–52. <https://doi.org/10.1177/1098611117732974>

While many municipalities and counties offer wellness services through an Employee Assistance Program, these are often inadequate for the unique stressors of a public safety career. First responders overwhelmingly report cultural stigmas that create a barrier to most seeking help for emotional and behavioral issues. And when they do seek help, 60% of officers and firefighters say the wellness resources provided to them through Employee Assistance Programs are not helpful.^{1,2}

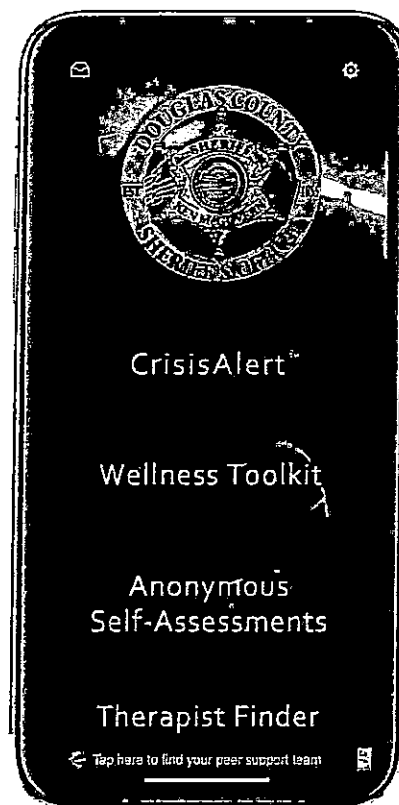
Hidden Costs of First Responder Mental Health Issues

Simply knowing that we are taking good care of our personnel—doing the right thing to support them—is motivation enough for most agency and local government leaders. But there also are strong qualitative reasons to proactively address first responder wellness.

In fact, there are five areas where your agency may be spending large sums of money related to first responder mental health without realizing it:

1. **Overtime costs** that rack up when personnel are out on sick leave or disability as a result of untreated mental health issues
2. **Worker's compensation** costs involving post-traumatic stress syndrome (many states now consider PTSD as presumptive for first responders)
3. **High healthcare costs** as a result of the physical impacts of stress, which can include cardiac issues, diabetes, obesity, substance abuse and sleep issues
4. **Costs associated with personnel complaints, lawsuits and settlements** that may be a result of poor decision-making by personnel suffering from lack of sleep, burnout or compassion fatigue
5. **Turnover costs**—including recruiting, training and equipping new personnel—when first responders choose to leave the agency due to chronic stress or feeling unsupported

As noted above, current support mechanisms for first responders are largely insufficient. Municipalities remain at significant financial risk if relying upon existing support resources.



The Wellness Solution for Public Safety: Cordico

Cordico's mobile wellness app provides a complete range of self-assessments as well as continuously updated videos and guides on more than 60 health and lifestyle management topics. This unique wellness solution meets three critical criteria necessary to overcome the stigma of asking for help and address the cumulative effects of chronic stress on first responders:



Confidential – First responders must have trust that they can access resources in a completely confidential manner that will not have an impact on their careers. Cordico's apps work through a generic link and generic password. There is no personal data tied to app (although we can provide aggregate data to help

leaders judge overall use or identify trends in resource usage).



Customized – Resources provided to first responders must reflect the realities of their jobs. Cordico's assessments, articles and videos are developed by first responder psychologists and are specifically tailored for public safety personnel. We also help agencies tailor their apps with agency-specific content or training and links to local resources.



Accessible – Public safety is a 24/7 business; first responders must be able to access resources quickly, easily and at any time of day. By delivering our content through an app, we provide one place for personnel to access all the wellness content the agency offers, available 24/7. Options include one-touch access to peer support and chaplains, teletherapy and a therapist finder.

- Providing easier access to existing support mechanisms (e.g., peer support, therapists and local healthcare resources)
- Increasing utilization of a wide range of wellness support resources to promote a healthier workforce
- Improving recruitment, retention and morale and reducing absenteeism

Implementation of the Cordico apps has been associated with higher rates of utilization of support resources, the development of stronger wellness support options, and strong positive feedback regarding the program at all organizational levels.

Cordico Wellness App Investment

First responder wellness requires an investment, but the costs of the Cordico app are projected to be more than offset by savings in the form of improved employee wellness, lower employee stress, improved morale, decreased absenteeism and increased retention.

The annual subscription covers:

- App build, design, licensing, maintenance, technical support and ongoing updates (iPhone and Android)
- Unlimited use to all personnel employed by the agency
- Unlimited use at no cost to all spouses and significant others of personnel employed by the agency
- Unlimited use at no cost for all department retirees
- Implementation and support for promoting the app to agency personnel, including posters, QR codes for easy phone installation, and a customized PowerPoint presentation for shift briefings or roll call. These resources have resulted in a 90% app installation rate.

The many benefits of implementing the Cordico app include:

- Demonstrating strong city/county support for the wellness of their first responders
- Providing in-hand, on-demand, easy access to a multitude of high-quality wellness tools and confidential resources specifically for public safety personnel



At the Forefront of Wellness

"If you do one thing for your agency this year, get this app. It will show that employee wellness is a priority, you truly care, and you want to make the best tools and resources accessible to your officers 24/7."



Kimberly A. Miller, Ph.D.
Police Psychologist, Consultant,
Coach & Trainer
National Sheriffs' Association
Member & Seminar Presenter

"The Cordico team provided exceptional customer service and went out of their way to make the development process smooth and fast. The finished product far exceeded my expectations and those of my command staff. We need our emergency responders to be at their peak performance levels, and the Cordico wellness app gives them the tools and resources to do just that."



Captain Eric Dayley
MA District Commander
Idaho State Police District Five

"I was looking for a way to inform our officers about the numerous resources that are available to support their emotional health and well-being. I also wanted to provide them with a roadmap to those resources. The Cordico wellness app is a confidential tool that hosts all of their wellness resources in one location, which allows our officers to have 24/7 access in the palm of their hands."



Lynnette Hall-Lewis, Esq., CWPC
Health Engagement Manager
City of Memphis

"With the Cordico app and the program we have in place, if something ever comes up for any of our members—even in retirement—they'll have immediate access to resources and somewhere to turn."



Fire Chief Brian Fennessy
Orange County (CA) Fire Authority

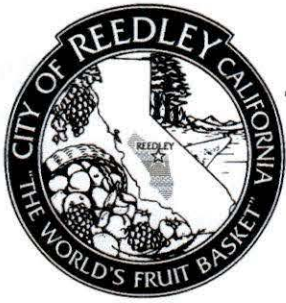


Ready to put your agency at the forefront of wellness? Request a demo today.

cordico.com/quote

sales@cordico.com

844-220-4929



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 4

DATE: February 27, 2024

TITLE: ADOPT RESOLUTION NO. 2024-016, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING DESTRUCTION OF SPECIFIED CITY RECORDS AS LISTED ON EXHIBIT A.

SUBMITTED: Ruthie Greenwood
City Clerk

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Staff recommends that the Reedley City Council adopt Resolution no. 2024-016, authorizing the destruction of 53 boxes (contents listed on Exhibit "A") of outdated documents eligible for destruction per California Government Code § 34090 and the City of Reedley's Record Retention Guidelines adopted by Council on April 8, 2008.

EXECUTIVE SUMMARY

Government Code of the State of California § 34090 provides for a procedure whereby any City record which has served its purpose and is no longer required can, and in some cases must be destroyed. On April 8, 2008, the City of Reedley adopted the Record Retention Guidelines, which utilized State guidelines to establish a local policy and provided guidelines for the destruction of records. Each department has followed these guidelines and submitted documents to be considered for destruction. As part of the process Department Directors, City Clerk and City Attorney have reviewed the records and have approved the destruction of those records listed on Exhibit A.

FISCAL IMPACT

The cost for the citywide records destruction is estimated at \$300.00 however will ultimately result in a cost saving since the City will no longer be paying for off site storage of these boxes.

ATTACHMENTS

1. Resolution no. 2024-016
2. Exhibit A

RESOLUTION NO. 2024-016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AUTHORIZING DESTRUCTION OF SPECIFIED CITY RECORDS.**

WHEREAS, the records (collectively “**Records**”) of the City of Reedley described in Exhibit “A”, Destruction #004, which is attached to this Resolution and made a part hereof are now obsolete, no longer required by the City of Reedley and should be destroyed without retaining copies of the Records; and

WHEREAS, the attached list of City records represents records which are no long necessary and may at this time be destroyed, per the Record Retention Guidelines adopted by Council on April 8, 2008 and Government Code of the State of California § 34090; and

WHEREAS, the City Attorney has reviewed and provided the City of Reedley with its written approval for the destruction of the Records.

NOW THEREFORE, BE IT RESOLVED that the Reedley City Council hereby approve the destruction of the records identified in Exhibit “A” to this Resolution without retaining copies of the records.

This foregoing resolution is hereby adopted the 27th day of February, 2024, in the City of Reedley, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

Date: 2/27/2024

Destruction No. 004

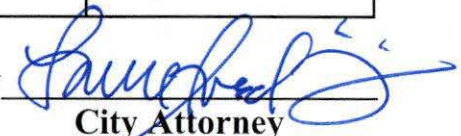
DESTRUCTION OF RECORDS

The original record(s) listed on this form have completed the retention cycle in accordance with the City's adopted Retention Schedule and are eligible for destruction. All listed record(s) have been prepared by Departments, reviewed by City Clerk and City Attorney.

Description of Contents	# of Boxes	Record Start Period	Record End Period	Retention Period
Program files for Community Services	2	12/2012	11/2018	Current Year+2
Accounts Payable/Accounts Receivable	6	7/2009	6/2012	Audit +4
Cash Management, Fixed assets and General Ledger	38	1/2011	6/2013	Audit +4
Employee Files A-Z	1	2016	2017	Current Year +2
Utility Billing	3	7/2004	6/2013	Current Year +2
Closed Recruitments	3	2/2017	12/2019	Closed Date +3

Submitted for approval by Ruthie Greenwood
City Clerk

Digitally signed by Ruthie Greenwood
Date: 2024.02.12 16:13:35 -08'00'

Reviewed & Approved by 
City Attorney

REEDLEY PLANNING COMMISSION REGULAR MEETING – December 7, 2023

The regular meeting of the Reedley Planning Commission was held Thursday, December 7, 2023, in the City of Reedley Council Chambers, 845 "G" Street, Reedley. Chair Custodio called the meeting to order at 5:00 p.m.

Pledge of Allegiance - led by Commissioner Turner.

ROLL CALL

Commissioners Present: Jayne Clark, Rosemary Luzania, Pete Perez, Patrick Turner, Alberto Custodio.

Commissioners Excused: None.

City Staff Present: Rodney L. Horton, Community Development Director, Ellen Moore, City Planner, Laura Friesen, Assistant Planner.

PUBLIC COMMENT

Chair Custodio opened the public comment period at 5:01 p.m. and closed the public comment period at 5:01 p.m. after noting there was no public comment.

CONSENT AGENDA

1. Minutes of Regular Meeting November 2, 2023 - *Recommend Commission Approve*

Chair Clark moved, Commissioner Luzania seconded, to approve the minutes of Regular Meeting, December 7, 2023, as amended. Motion carried by the following vote:

AYES:	Clark, Luzania, Perez, Turner, Custodio.
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

PUBLIC HEARING

2. Consideration of Environmental Assessment No. 2023-16, General Plan Amendment Application No. 2021-04, Rezone Application No. 2021-07, and Conditional Use Permit Application No. 2021-07, associated with the General Plan Planned Land Use and accompanying zoning re-designation of two contiguous undeveloped parcels situated northwest of the intersection of South Frankwood Avenue and West Lilac Avenue, and the approval of a 12-unit townhome project as a Planned Unit Development (APNs: 365-220-80 and 365-220-81)
Through Resolution No. 2023-20, staff recommends that the Planning Commission take the following actions:

- a) RECOMMEND TO THE CITY COUNCIL ADOPTION of Environmental Assessment No. 2023-16, pertaining to the adoption of the Mitigated Negative Declaration, dated September 26, 2023, prepared for General Plan Amendment Application No. 2021-04, Rezone Application No. 2021-07, and Conditional Use Permit Application No. 2021-07.

Through Resolution No. 2023-17, staff recommends that the Planning Commission take the following actions:

- b) RECOMMEND TO THE CITY COUNCIL APPROVAL of General Plan Amendment Application No. 2021-04, re-designating two contiguous undeveloped parcels situated northwest of the intersection of South Frankwood Avenue and West Lilac Avenue (APNs 365-220-80 and 365-220-81) from the Low Density Residential General Plan Planned Land Use Designation to the Medium Density Residential General Plan Planned Land Use Designation.

REEDLEY PLANNING COMMISSION REGULAR MEETING – December 7, 2023

Through Resolution No. 2023-18, staff recommends that the Planning Commission take the following actions:

- c) RECOMMEND TO THE CITY COUNCIL APPROVAL of Rezone Application No. 2021-07 (Ordinance No. 2023-007), re-designating two contiguous undeveloped parcels situated northwest of the intersection of South Frankwood Avenue and West Lilac Avenue (APNs 365-220-80 and 365-220-81) from the R-1(SP) (Single-Unit Residential) zone district designation to the RM-3 (Multi-Unit Residential) zone district designation.

Through Resolution No. 2023-19, staff recommends that the Planning Commission take the following actions:

- d) RECOMMEND TO THE CITY COUNCIL APPROVAL of Conditional Use Permit Application No. 2021-07 authorizing the construction of six two-story townhome duplexes developed as a Planned Unit Development consisting of twelve total dwelling units situated northwest of the intersection of South Frankwood Avenue and West Lilac Avenue (APNs 365-220-80 and 365-220-81). Each unit will be approximately 1,483 sq. ft. in size, and will consist of 3-bedrooms and 2-bathrooms with the proposed off-street parking consisting of 28 total spaces. A new driveway approach will be located on Frankwood Avenue and Cyrier Avenue.

Director R. Horton presented the staff report to the Planning Commission. The Planning Commission asked questions of staff. Ken Vang, the Applicant, spoke about the project. The Planning Commission asked questions about the project. Ken Vang responded to those questions. Chair Custodio opened the public hearing at 5:28 p.m. Chair Custodio closed the public hearing at 5:28 p.m. after hearing no public comments.

Commissioner Perez moved, Commissioner Turner seconded, whereas the Planning Commission, using their independent judgement, approved Consideration of Environmental Assessment No. 2023-16 through Resolution No. 2023-20, Motion carried by the following vote:

AYES:	Perez, Turner, Clark, Luzania, Custodio.
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

Commissioner Luzania moved, Commissioner Clark seconded, whereas the Planning Commission, using their independent judgement, approved Consideration of General Plan Amendment Application No. 2021-04 through Resolution No. 2023-17, Motion carried by the following vote:

AYES:	Luzania, Clark, Perez, Turner, Custodio.
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

Commissioner Turner moved, Commissioner Perez seconded, whereas the Planning Commission, using their independent judgement, approved Consideration of Rezone Application No. 2021-07 (Ordinance No. 2023-007) through Resolution No. 2023-18, Motion carried by the following vote:

AYES:	Turner, Perez, Clark, Luzania, Custodio.
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

Commissioner Clark moved, Commissioner Luzania seconded, whereas the Planning Commission, using their independent judgement, approved Consideration of Conditional Use Permit Application No. 2021-07 through Resolution No. 2023-19, Motion carried by the following vote:

AYES:	Clark, Luzania, Perez, Turner, Custodio.
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

REEDLEY PLANNING COMMISSION REGULAR MEETING – December 7, 2023

DIRECTOR'S REPORT

Director R. Horton provided an update on community development activity.

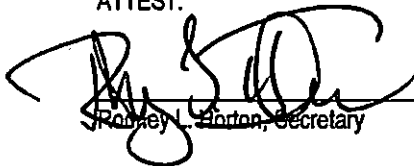
FUTURE AGENDA ITEMS

- December 21, 2023 – None - Going Dark
- January 4, 2024 – None - Going Dark
- January 18, 2024 – Election of Chair and Vice-Chair

ADJOURNMENT

Chair Custodio adjourned the meeting at 5:46 p.m.

ATTEST:



Rodney L. Horton, Secretary



Pete Perez, Chair
Reedley Planning Commission

STRATEGIC CAPITAL PLANNING

UPDATE

February 27, 2024

MISSION STATEMENT

We, the members of the Reedley City Council and the employees of the City of Reedley foster a high quality of life for our entire community by creating an environment of open communication, progressive partnerships, economic opportunities, and the delivery of efficient, responsive, and excellent community services.

CITY STRATEGIC CORNERSTONES

- ❖ Enhance Public Safety
- ❖ Revitalize the Community
- ❖ Champion Solid Financial Management
- ❖ Demonstrate City Hall Efficacy

These Cornerstones are the foundation of all that the City organization works for.

ALIGNING RESOURCES WITH GOALS

Resources are time, money, and people.

Goals are aspirations, priorities, and the tactics needed to get there.

FISCAL SUCCESS AND SUSTAINABILITY

- ❖ Fiscal health should be guarded relentlessly
- ❖ Good times come and go
- ❖ Roots of fiscal adversity take hold in the good times by making commitments that are not sustainable
- ❖ Reedley's financial policies follow Industry Best Practices
- ❖ Honed over the years & supported by the City Council

FINANCIAL POLICIES

- ❖ Balanced Budget
- ❖ Capital Financing & Debt
- ❖ General Fund & Enterprise Fund Reserves
- ❖ Pension & Other Post Employment Benefits
- ❖ Investments
- ❖ Utility Billing & Collections
- ❖ Uniform Public Construction Cost Accounting Act
- ❖ Retiree Medical Benefits

STRATEGIC AREA PLANNING

- ❖ General Plan
- ❖ Reedley Municipal Code
- ❖ Utility Master Plans
- ❖ Pavement Condition Study
- ❖ Development Impact Fee Study
- ❖ Annual Budget
- ❖ Capital Improvement Plan
 - Funded Projects & Unfunded Needs

STRATEGIC PLANNING FOCUS

Many City facilities were designed and built decades ago and are reaching capacity limits

By 2035, the population of Reedley is projected to be 32,900, a growth of 6,813 residents over the 2021 level of 26,087

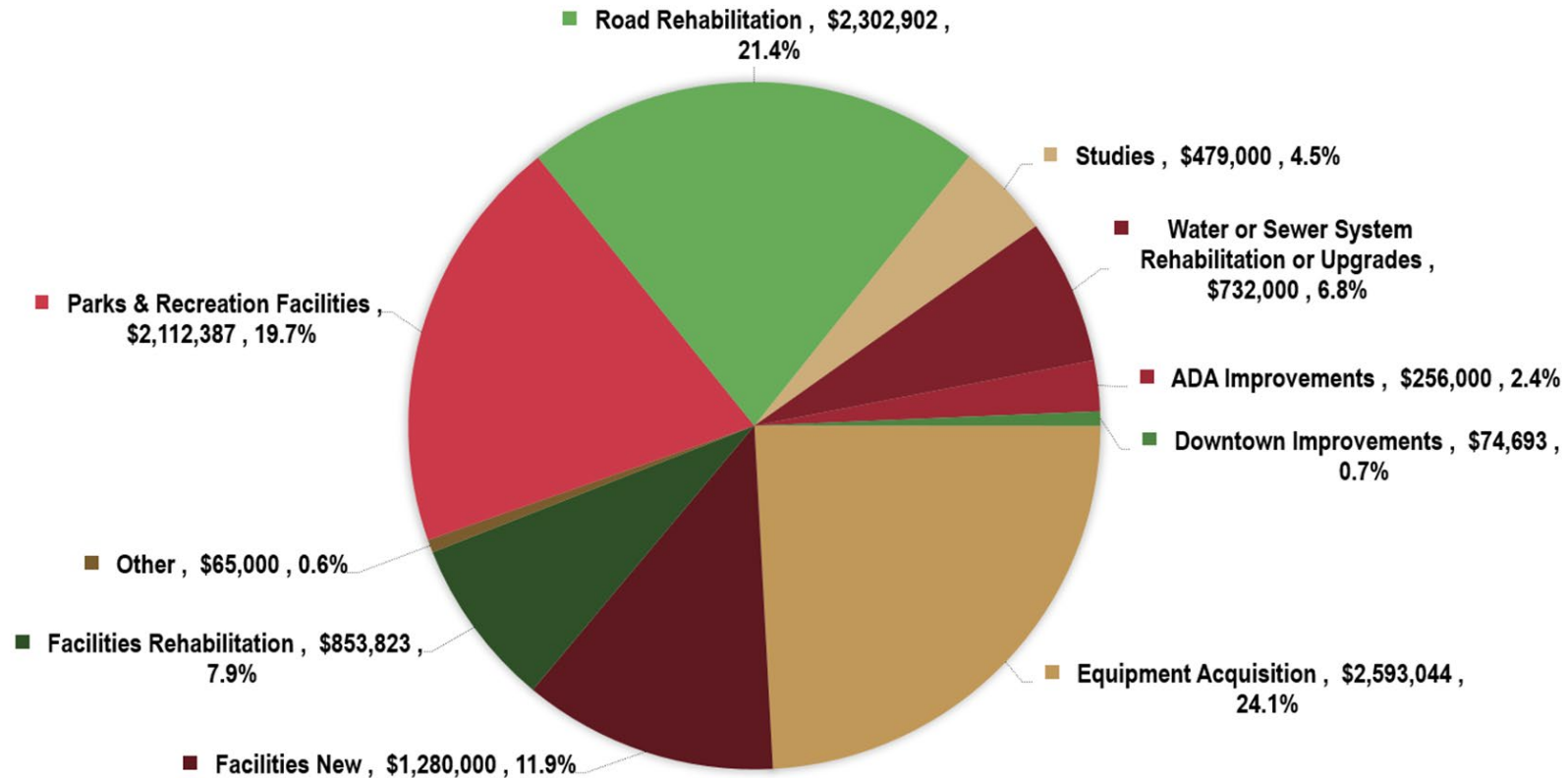
Consider capital and facility needs for the City to continue providing service levels out to the year 2035

MAJOR THEMES

- ❖ Maintain/Replace 50-100 year old infrastructure
- ❖ Plan for future needs
- ❖ Focus on community partnerships
- ❖ Pursue grants that align with strategic goals
- ❖ Communicate with the public on needs
- ❖ Keep thinking strategically
- ❖ Above all demonstrate passion for good public policy and excellent public services

REEDLEY CAPITAL IMPROVEMENT PLAN

2023-24 CAPITAL IMPROVEMENT PROGRAM BY CATEGORY



PLANNING HORIZON

❖ **Tactics**

- 1-2 Years
- Steps to take now and incorporate into annual budget

❖ **Strategy**

- 2-4 Years
- Direction & Priorities to work towards

❖ **Vision**

- 4-10 Years
- Aspirational, where we want to go to serve community by 2035

TACTICS: 1-2 YEARS

- ❖ Build reserves for General Fund & Enterprise Funds ✓ ☐
- ❖ Continue to set aside funding for land acquisition and future facilities ✓ ☐
- ❖ Improve discussion of CIP project impact on operating budget ✓ ☐
- ❖ Develop plan for improved parkway maintenance ✓ ☐
 - Adopt a Trail Campaign, Sponsor opportunities
- ❖ Explore role of Parks & Rec Foundation in project fundraising
- ❖ Pilot Solar Streetlight project
 - Midblock placement on Duff Avenue

TACTICS: 1-2 YEARS

- ❖ Utility Master Plan Updates (circa 2014) ✓ ☐
 - Water, Wastewater & Stormwater RFP Spring 2024

- ❖ Stormwater Basins required for all new developments ✓ ☐
 - Limits future development
 - Consider dedicated funding? (Fee)
 - Approach KCUSD re: Future high school basin
 - Future northside park & basin (co-location with new fire station)
 - Olsen & Apple industrial basin expansion

TACTICS: 1-2 YEARS

- ❖ Review design for CVTC corporation yard for revisions
 - Site security considerations
- ❖ Community Center improvements
 - Technology upgrades ✓ ☐
 - Floor repair scheduled ✓ ☐
 - Back up generator in 5 year CIP
 - Sunset Ave Parking & Pathway
- ❖ Incorporate EV charging facilities into CIP (long term)

TACTICS: 1-2 YEARS

- ❖ Sports Complex Future Phases
 - Lighted soccer field & parking lot (\$\$\$)
 - Pickleball court development
 - Ongoing maintenance costs
 - Limits funds available for development of new parks in residential growth areas

- ❖ NEW: Complete Camacho Park Improvements (grant funded)

- ❖ Joint Facility Use Agreement with Kings Canyon Unified
 - Pickleball court use

TACTICS: 1-2 YEARS

- ❖ Opera House immediate repairs ✓ ☐
- ❖ Expand Community Parkway lighting
- ❖ Continue Measure 'B' funding of streets projects as a force multiplier
 - At Risk: Measure 'C' renewal funding for local roads
- ❖ Future City Hall Planning (In progress)
- ❖ Add a 2nd Electrician to support the increasing demand (FY 2024-25)

STRATEGY: DIRECTION & PRIORITIES 2-4 YEARS

❖ Electric Vehicles

➤ Charging Infrastructure

- ❑ List of needs, including upgrades to PG&E Infrastructure
- ❑ Potential RFP for private sector investment
- ❑ City Hall/PD power drop

❖ Purchases

➤ State regulations for future fleet purchases

- ❑ Plan submitted to State by 2025, medium to heavy duty trucks
- ❑ Budget Impact: EVs are currently more expensive than ICE vehicles

STRATEGY: DIRECTION & PRIORITIES 2-4 YEARS

- ❖ Acquire 10-15 acres for future park and fire station
- ❖ Continue to monitor solar lighting technology for possible use in older areas of the city and parkway
- ❖ Decommissioning of water towers before any further heavy maintenance is required
- ❖ Evaluate future direction of Fire Department
 - FT staff for each shift to bolster/fortify volunteer force

STRATEGY: DIRECTION & PRIORITIES 2-4 YEARS

❖ **City Parkway Development**

- Active Transportation Plan Adoption (March 2024)
- Offering DIF credits for land dedication
- **Awarded:** \$1.2M CMAQ Grant for expanding trail east along Traver Creek to Dinuba Ave
- **Pending:** Urban Greening Grant application \$500K
 - ❑ Adding Trees & Lighting to existing section Dinuba Ave to Sports Complex

VISION: ASPIRATIONAL 4-10 YEARS

- ❖ Develop a second community center with gym space
- ❖ Second Fire station
- ❖ EV charging capability for 100% of City vehicles, or...
 - Development of hydrogen fuel-cell infrastructure
- ❖ Move some/all Public Works operations to new CVTC Corporation Yard
 - Existing facility will be at capacity in 5 years
- ❖ Expanded Police Headquarters Facility
- ❖ New City Hall



PUBLIC ENGAGEMENT & TRUST

“With trust, anything is possible. Without it, nothing is.”

- Ken Hampian, Retired City Manager

- ❖ Public Workshops
- ❖ Budget Workshops
- ❖ Social Media
- ❖ City Newsletters
- ❖ Community Annual Report
- ❖ Up to date website
- ❖ MyCityHall@reedley.ca.gov
- ❖ Credit Ratings
- ❖ Clean Audits
- ❖ Best Practices
- ❖ Greater Reedley Chamber of Commerce

PERFORMANCE MEASUREMENT

- ❖ Department Performance Measures were implemented in 2021
- ❖ Demonstrate achievement of departmental specific and citywide goals
- ❖ Continual improvement in support of Strategic Cornerstones:
 - Enhance Public Safety
 - Revitalize the Community
 - Champion Solid Financial Management
 - Demonstrate City Hall Efficacy

NEXT STEPS

- ❖ Staff are currently developing the 2024-2025 budget to align limited resources [time, money & people] with organizational goals
- ❖ Feedback or additional discussion on development of short & long term organizational goals
- ❖ Proposed Budget will communicate available resources to maintain service levels and address community facility needs

ANNUAL BUDGET PROCESS

