

**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, March 14, 2023**

**Meeting Held in the Council Chambers  
845 "G" Street, Reedley, California**

**[www.reedley.ca.gov](http://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 webcast and accessed at: <http://www.reedley.com/livestream.php>**

**\*PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS\***

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-** Pastor Mike Schellenberg, Reedley Mennonite Brethren Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

**PRESENTATION**

1. PRESENTATION TO RANDY RIOS-SOFTBALL UMPIRE

**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. Motions in favor of the **Consent Agenda** are deemed to include a motion to waive the full reading of any ordinance on the **Consent Agenda**. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered **Consent** items.

### CONSENT AGENDA (Item 2-6)

2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF FEBRUARY 28, 2023 - (City Clerk)  
Staff Recommendation: Approve
3. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A FIVE-YEAR SUCCESSOR SERVICES AGREEMENT WITH AN OPTIONAL TWO-YEAR EXTENSION WITH UNITY IT, LLC BEGINNING APRIL 1, 2023 FOR ONGOING CITYWIDE INFORMATION TECHNOLOGY SERVICES – (Administrative Services)  
Staff Recommendation: Approve
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REEDLEY AND THE FAMILY HEALING CENTER TO CONDUCT FORENSIC INTERVIEWS WITH VICTIMS AND WITNESSES OF SEXUAL ASSAULTS-(Police Department)  
Staff Recommendation: Approve
5. ADOPT RESOLUTION NO. 2023-007, 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
6. APPROVE THE FOLLOWING ACTIONS ASSOCIATED WITH THE EXPANDED LEARNING PROGRAMS (ELP) AT T L REED AND WASHINGTON SCHOOL SITES:
  - A. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN AN AMENDMENT 1

TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) FOR THE REEDLEY HIGH SCHOOL (RHS) INTERNSHIP PROGRAM

- B. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN A SUMMER WORK EXPERIENCE PROGRAM (SWEP) AGREEMENT FORM WITH VALLEY REGIONAL OCCUPATIONAL PROGRAM (VALLEY ROP) AND KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO PROVIDE SUMMER INTERNS TO WORK FOR THE CITY OF REEDLEY
- C. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN SITE CONTRACTS WITH FRESNO COUNTY SUPERINTENDENT OF SCHOOLS (FCSS) FOR THE ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER) FUNDING TO PAY FOR EXPANDED LEARNING PROGRAM (ELP) STAFF TO WORK SUMMER PROGRAMS
- D. ADOPT RESOLUTION NO. 2023-014 AMENDING THE 2022-23 ADOPTED BUDGET APPROPRIATING \$107,108 IN THE GENERAL FUND TO COVER COSTS ASSOCIATED WITH THE REEDLEY HIGH SCHOOL (RHS) INTERNSHIP PROGRAM AND THE ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER) FUNDING

(Community Services Department)  
Staff Recommendation: Approve

**ADMINISTRATIVE BUSINESS**

- 7. ADOPT RESOLUTION NO. 2023-015 ESTABLISHING THE FISCAL YEAR 2023-24 RATES FOR COMMUNITY FACILITY DISTRICT 2005-01, INCREASING RATES FROM CURRENT LEVELS BY CPI, AND SETTING DEPARTMENT ALLOCATIONS-Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Administrative Services)  
Staff Recommendation: Approve

**WORKSHOP**

- 8. CONTINUATION OF 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.*

- 9. REEDLEY COMMUNITY SERVICES COMMISSION MINUTES OF REGULAR MEETING OF DECEMBER 1, 2022- Community Services

**COUNCIL REPORTS**

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

## STAFF REPORTS

11. 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 9th day of March 2023.*



Ruthie Greenwood, City Clerk

### Zoom Participation:

The City Council is encouraging members of the public to observe and participate in the Council meeting virtually, to maximize the safety of all meeting participants. Reasonable efforts will be made to allow written and verbal comments from participants communicating with the host of the virtual meeting. To do so, participants may “raise their hand” during public comment portions of the meeting using the electronic feature on the zoom program, and the City Clerk will inform the Mayor of the participant’s desire to provide public comment. Due to the new, untested format of these meetings, the City cannot guarantee that participants who wish to provide public comment will occur as expected. The “chat” feature on Zoom will not be monitored or used during the meeting. 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](mailto: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.

#### Dates to Remember:

March 28, 2023 – Regular Council Meeting

April 11, 2023 – Regular Council Meeting

# 2

**REEDLEY CITY COUNCIL MEETING – February 28, 2023**

*A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)*

The meeting of Reedley City Council called to order by Mayor Betancourt at 7:00 p.m. on Tuesday, February 28, 2023 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**INVOCATION** – Silvia Rios Estrada-Police Department Support Team

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Fast

**ROLL CALL**

Council Members

Present: Suzanne Byers, Mary Fast, Scott Friesen, Matthew Tuttle, Anita Betancourt

Absent: None.

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

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

Motion unanimously **carried**.

**PUBLIC COMMENT**

None.

**PRESENTATION**

1. **MARJAREE MASON CENTER TEEN DOMESTIC VIOLENCE AWARENESS MONTH**  
February is Teen Domestic Violence Awareness Month and discussed the Know More program which teaches education and prevention regarding domestic violence.
2. **INTRODUCTION OF NEW FIREFIGHTERS AND PROMOTIONS**  
Chief Isaak introduced new firefighters and discussed the many promotions within the fire department.

**CONSENT AGENDA (Item 3-5)**

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

3. **APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF FEBRUARY 14, 2023 - *Approved***
4. **APPROVE MAYOR’S NOMINATION TO FILL TWO VACANCIES ON THE COMMUNITY SERVICES COMMISSION AND TWO VACANCIES ON THE TRAFFIC SAFETY COMMISSION -*Approved***
5. **SECOND READING AND ADOPTION OF ORDINANCE NO. 2023-003, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2022-15, A FINDING OF NO POSSIBLE EFFECT; APPROVING REZONE APPLICATION NO. 2022-02; AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY TO REZONE TWO (2) CONTIGUOUS PARCELS SITUATED AT 505 NORTH REED AVENUE-- *Approved***

**ADMINISTRATIVE BUSINESS**

6. **APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AVILA & ASSOCIATES, INC. FOR ANIMAL PLANNING & DESIGN WORK**

## REEDLEY CITY COUNCIL MEETING – February 28, 2023

ASSOCIATED WITH A FUTURE ANIMAL SHELTER FACILITY AND FIRE SERVICE FACILITY IN AN AMOUNT OF \$69,200 BUT NOT TO EXCEED \$75,000

Commander Ediger explained the Reedley Animal Shelter has been in its current location since 1960, with minor upgrades through the years. The Police Department recovers and houses approximately 200-300 animals a year in the current facility. There has been damage to the existing facility from falling trees in the area. The current facility is not completely insulated from the elements of heat and cold which makes it difficult to control the internal temperature for a safe and comfortable setting for the animals. The current kennel space is confined to five large, fenced kennel areas to house larger animals or to pair several animals together. There are a total of four smaller fenced kennel areas for smaller animals. The Animal Control Officer has to often times make safety decisions if certain animals are able to be housed together to save space. The current Animal Shelter is often times at maximum capacity with no room to adequately expand for additional kennel space inside the existing building.

Council Member Fast moved, Council Member Byers seconded to APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AVILA & ASSOCIATES, INC. FOR ANIMAL PLANNING & DESIGN WORK ASSOCIATED WITH A FUTURE ANIMAL SHELTER FACILITY AND FIRE SERVICE FACILITY IN AN AMOUNT OF \$69,200 BUT NOT TO EXCEED \$75,000  
Motion unanimously **carried**.

### 7. APPROVE ANNUAL MILITARY EQUIPMENT USE REPORT FOR 2022 AS REQUIRED BY CALIFORNIA ASSEMBLY BILL 481 AND REEDLEY CITY ORDINANCE 5-14-5

Police Chief Garza stated Assembly Bill 481 codified Government Code sections 7070 through 7075 requiring law enforcement agencies to obtain approval from governing body regarding anything that is considered to be military equipment. Although the Assembly Bill 481 classifies military equipment as unmanned aerial or ground vehicles command and control vehicle, pepper balls, and distraction devices to name a few. Many of the items that are classified as military equipment under this bill are able to be purchased privately and not through the military. Chief Garza explained that the equipment that is considered military equipment is used by many law enforcement agencies across the country to reduce risk to community members. The tools provide peace officers with the ability to safely resolve volatile situations.

Council Member Friesen moved, Mayor Betancourt seconded APPROVE ANNUAL MILITARY EQUIPMENT USE REPORT FOR 2022 AS REQUIRED BY CALIFORNIA ASSEMBLY BILL 481 AND REEDLEY CITY ORDINANCE 5-14-5  
Motion unanimously **carried**.

## WORKSHOP

### 8. PRESENTATION AND INFORMATION PERTAINING TO STRATEGIC CAPITAL PLANNING

Assistant City Manager, Paul Melikian discussed the item which included fiscal success, sustainability and planning for future needs. Mr. Melikian discussed short term planning and long term forecasting for the City. At the conclusion of the presentation City Manager, Nicole Zieba answered questions that were asked by 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.*

### 9. REEDLEY AIRPORT COMMISSION MINUTES OF REGULAR MEETING OF NOVEMBER 17, 2022

## COUNCIL REPORTS

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

#### Council Member Byers:

- Shared regarding the tour of city facilities she went on

#### Council Member Fast:

- Discussed the services for Selma's fallen police officer and thanked staff for their hard work

## REEDLEY CITY COUNCIL MEETING – February 28, 2023

- Mentioned the Council of Governments meeting she attended and provided an update
- Shared regarding the annual police department flag lowering ceremony
- Attended the Mennonite Central Committee open house event
- Explained about the Water Board meeting she attended and provided a brief update
- Discussed the Chamber Awards Dinner event

### Council Member Friesen:

- Discussed the annual police department flag lowering ceremony he attended
- Shared about the Chamber Awards Dinner event

## STAFF REPORTS

### 11. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

#### City Manager Nicole Zieba:

- Provided an update from Fresno County Rural Transit

#### Community Services Director, Sarah Reid:

- Thanked Me& Ed's Pizzeria for their generosity to youth sports

## ADJOURNMENT

Mayor Betancourt adjourned the regular meeting at 9:08 p.m.

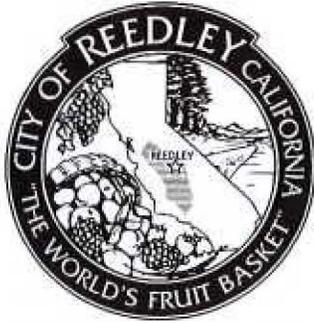
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Mayor Anita Betancourt

ATTEST:

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Ruthie Greenwood, City Clerk



## REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing
- Receive/Review

ITEM NO: 3

DATE: March 14, 2023

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A FIVE-YEAR SUCCESSOR SERVICES AGREEMENT WITH AN OPTIONAL TWO-YEAR EXTENSION WITH UNITY IT, LLC BEGINNING APRIL 1, 2023 FOR ONGOING CITYWIDE INFORMATION TECHNOLOGY SERVICES

SUBMITTED: Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager 

### RECOMMENDATION

That the City Council approve and authorize the City Manager to execute a five-year Services Agreement with a possible two-year extension with Unity IT, LLC for ongoing citywide information technology services.

### EXECUTIVE SUMMARY

The City uses Unity IT, LLC to provide its primary information technology (IT) support services, including, but not limited to, network maintenance and desktop computer support. Staff recommends continuing with Unity IT as they provide quality services at a reasonable price. In addition, the company has built up a tremendous body of specialized knowledge for maintaining critical City IT infrastructure and systems.

### BACKGROUND

In March 2018, the City Council authorized the City Manager to sign a services agreement with Unity IT, LLC beginning April 1, 2018 and ending March 31, 2023.

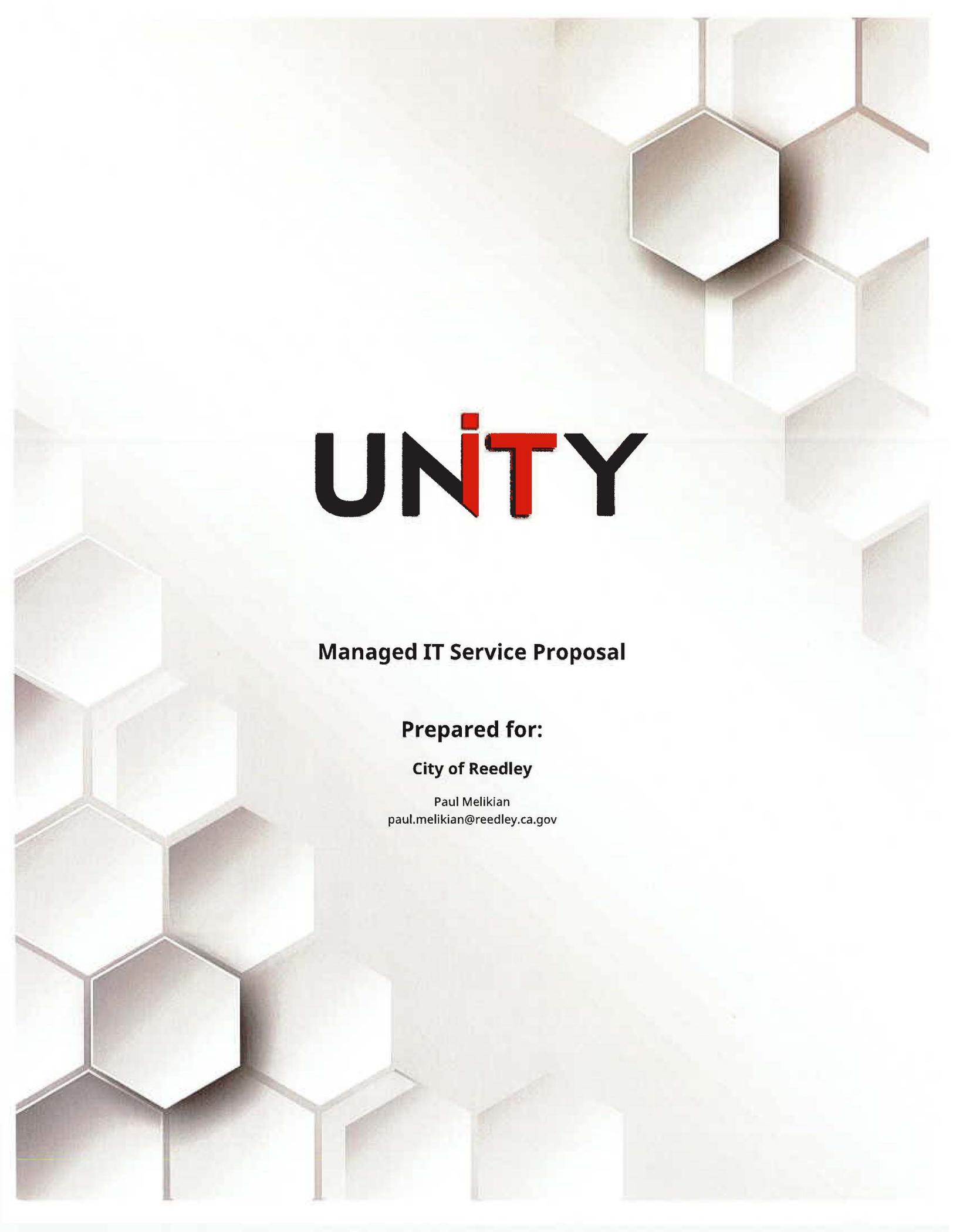
Network Providers opened their doors in 2004 and started working for the Reedley Police Department shortly thereafter. In January 2006 they changed their name from Network Providers to Fresno Networks, LLC. The first invoice to the City under Fresno Networks is dated January 2006. In January 2016, Fresno Networks changed their company name to Unity IT. The original agreement with the City was approved in November 2008, after an RFP was completed.

### FISCAL IMPACT

The current support rates for Reedley have been in place since 2013; in other words, rates have not increased in approximately 10 years. The proposed rates reflect a one-time cost increase of 10% (\$725 per month) beginning July 1, 2023. If approved, the monthly cost will be \$8,354.50, or \$100,254 annually. The successor services agreement also includes a 2.5% annual increase in the agreement for subsequent years.

### ATTACHMENTS

Master Service Agreement with Unity IT, LLC



# UNITY

## Managed IT Service Proposal

**Prepared for:**

**City of Reedley**

Paul Melikian  
[paul.melikian@reedley.ca.gov](mailto:paul.melikian@reedley.ca.gov)

**Unity IT**  
 2565 Alluvial Ave STE 132  
 Clovis, CA 93611  
 United States

T: 559-297-1007

**Prepared for** City of Reedley  
 Paul Melikian  
 845 G Street  
 Reedley, CA 93654  
 United States  
  
 T: 559-637-4200  
 E: paul.melikian@reedley.ca.gov

Quote #	300530 v2
Date	February 10, 2023
Expires	March 12, 2023
Contact	Kip Haroldsen

# Managed IT Service Proposal

## IT Services

### Monthly Fees

Category	Item	Qty	Price	Total
Services	Encompass - Managed Server (City)	11	\$0.00	\$0.00 <sup>†</sup>
Services	Encompass - Managed Server (PD)	3	\$0.00	\$0.00 <sup>†</sup>
Services	Encompass - Exchange Server (City)	1	\$0.00	\$0.00 <sup>†</sup>
Services	Encompass - Managed Network Device (City)	31	\$0.00	\$0.00 <sup>†</sup>
Services	Encompass - Managed Network Device (PD)	30	\$0.00	\$0.00 <sup>†</sup>
Services	Encompass - Managed Network Attached Storage (City)	2	\$0.00	\$0.00 <sup>†</sup>
Services	Encompass - Managed Workstation (City)	91	\$55.00	\$5,005.00 <sup>†</sup>
Services	Encompass - Managed Workstation (PD)	27	\$55.00	\$1,485.00 <sup>†</sup>
Services	Encompass - Non Agent Workstation (PD)	15	\$55.00	\$825.00 <sup>†</sup>

\* Recurring fees billed monthly with 0 upfront payment(s).

Monthly Subtotal \$7,315.00

## Data Protection Subscription

### Monthly Fees

Category	Item	Qty	Price	Total
Data Protection	Data Protection - Virtual Server - Unlimited Storage (City)	8	\$50.00	\$400.00 <sup>†</sup>
Data Protection	Data Protection - Virtual Server - Unlimited Storage (PD)	2	\$50.00	\$100.00 <sup>†</sup>

\* Recurring fees billed monthly with 0 upfront payment(s).

Monthly Subtotal \$500.00

## Email Protection Subscription

### Monthly Fees

Category	Item	Qty	Price	Total
Email Protection	Proofpoint - Business	190	\$2.00	\$380.00 <sup>†</sup>

*\* Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal \$380.00

## Endpoint Protection Subscription

### Monthly Fees

Category	Item	Qty	Price	Total
Endpoint Protection	Sophos Intercept X Advanced for Workstations	2	\$7.00	\$14.00 <sup>†</sup>
Endpoint Protection	Endpoint Security	97	\$1.50	\$145.50 <sup>†</sup>

*\* Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal \$159.50

## Summary

<sup>†</sup> Non-taxable item

Please contact us if you have any questions.

**Total Monthly \$8,354.50 USD**

## Cost Breakdown

Category	Monthly Fees
Services	\$7,315.00
Data Protection	\$500.00
Email Protection	\$380.00
Endpoint Protection	\$159.50
<b>Total</b>	<b>\$8,354.50 USD</b>

## Terms and Conditions

## MASTER SERVICE AGREEMENT

### GENERAL TERMS

This MASTER SERVICE AGREEMENT (the "Agreement") is entered into as of 04/01/2023 (Effective Date) between UNITY IT LLC, a Managed Services Provider ("MSP") and City of Reedley ("Customer").

**1. SCOPE OF AGREEMENT.** This Agreement serves as a master agreement and applies to Customer's and its Affiliates' purchases from MSP, or any of its Affiliates, of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "Product"). For purposes of this Agreement, "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with Customer or MSP, as the case may be. No Product or Services will be provided under this Agreement alone, but may require the execution of a written or electronic order form, or other mutually acceptable order documentation (including, without limitation, Statements of Work for Products and Services as further described below) (each, an "Order"), which contains terms relating to this Agreement, each of which must be executed by both parties and, upon such execution, is deemed incorporated in this Agreement for all purposes. The parties hereby further agree that the parties may execute multiple Orders and Statements of Work under this Agreement. In the event of any conflict between the terms of the Statement of Work and those of this Agreement, the terms of the Statement of Work will prevail.

**2. Term and Termination.** This Agreement will begin on the Effective Date and will continue until 3/31/2028 with an option to extend for an additional 24 months. Annual escalation of 2.5% will begin on 7/1/2024. MSP may: (a) terminate a specific Order if Customer fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from MSP of non-payment; and/or (b) terminate this Agreement or an Order if Customer commits any other material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from MSP. Upon any termination of the right to use a Product, Customer will immediately uninstall (if the Product is software) and cease to use the terminated Product and, upon MSP's written request, immediately return such Product to MSP, together with all related documentation, and copies thereof. Upon written request of MSP, Customer will promptly certify in writing to MSP that all copies of the Product have been returned, and that any copies not returned have been destroyed. If an Order for Services is terminated, Customer will promptly pay MSP for Services rendered, and expenses incurred through the termination date. MSP may terminate any license granted for a Deliverable (as defined below) if (i) Customer does not pay MSP for that Deliverable in accordance with this Agreement, or (ii) if Customer materially breaches any part of Section 4 of this Agreement.

**3. Payment AND DELIVERY.** Customer will pay MSP all fees due upon receipt of an invoice specifying the amounts due ("Fees"). All Fees payable under this Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which Customer will pay (excluding taxes based upon the net income of MSP). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) per month from the date due until paid in full. Customer shall pay all expenses, including actual attorneys' fees, incurred by MSP or its representatives in enforcing its rights under this Agreement, provided that MSP is successful on the merits. Customer's obligation to pay undisputed amounts due for Services and MSP's right to all such amounts are absolute and unconditional. Customer is not entitled to setoff of such amounts. All Product is FOB shipping point. All Fees will be detailed in an Order. Unless otherwise stated in a Statement of Work, Customer agrees to pay or reimburse MSP for all actual, necessary, and reasonable expenses incurred by MSP in performance of such Statement of Work, which are capable of verification by receipt. MSP will submit invoices to Customer for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Statement of Work.

#### **4. Proprietary Rights and Confidentiality.**

**4.1. Proprietary Rights.** MSP, or its Affiliates or licensors, retains all right, title and interest in any and all intellectual property, informational, industrial property and moral rights in the Product, and copies thereof. MSP neither grants nor otherwise transfers any rights of ownership in the Product to Customer. The Product is protected by applicable copyright and trade secrets laws, and other forms of intellectual property, informational and industrial property protection.

**4.2. Product.** Customer may only use and disclose Product in accordance with the terms of this Agreement and applicable Order. MSP reserves all rights in and to the Product not expressly granted in this Agreement. Customer may not disassemble or reverse engineer any software Product, or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation, or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without MSP's prior written approval. Except as expressly authorized in this Agreement or an Order, Customer may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

#### **4.3. Services Deliverables licensed under this Agreement.**

(a) **License.** Subject to the terms of this Agreement, MSP grants Customer a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other deliverables provided as part of the Services ("Deliverables") solely for its own internal use.

(b) Pre-Existing License Agreements. Any software product provided to Customer by MSP as a reseller for a third party, which is licensed to Customer under a separate software license agreement with such third party (such agreement, an "SLA"), will continue to be governed by the SLA. The fulfillment of the Services will not relieve or alter the obligations or responsibilities of either party or of any third party in regards to the software product licensed under the SLA.

(c) Ownership. MSP owns all right, title and interest in the Deliverables, *including* all intellectual property rights embodied therein. Nothing in this Agreement is intended to or will have the effect of vesting in or transferring to Customer rights in MSP's or its affiliates' or its or their suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form in the course of performance of the Services, whether solely by MSP or jointly with Customer.

4.4 Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the "Discloser"), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the "Recipient").

(a) Definition. The term "Confidential Information" means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) the Product; and (iii) the terms of this Agreement. Confidential Information does not include information that Recipient can show: (A) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient.

(b) Disclosure Restrictions. Recipient may not disclose Confidential Information of Discloser to any third party without the prior written consent of Discloser.

(c) Proprietary Legends. Recipient may not remove, obscure, or alter any proprietary legend relating to the Discloser's rights on or from any form of Confidential Information of the Discloser, without the prior written consent of the Discloser, except as expressly authorized in an Order.

## 5. ALLOCATION OF RISK

5.1. Disclaimer of Damages. EXCEPT FOR VIOLATIONS OF SECTION 4, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE liable to the other party, or its affiliates or licensors, for ANY SPECIAL, indirect, incidental, PUNITIVE or consequential damages ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCT (INCLUDING WITHOUT LIMITATION lost profits, lost computer USAGE, AND damage or loss of USE OF data), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, and irrespective of the negligence of either party or WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT or CONTRACT law.

5.2. Limitation of Liability. EXCEPT FOR violations of SECTION 4, MSP's LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO the GREATER OF THE amount PAID OR PAYABLE by Customer for THE APPLICABLE Product.

5.3. Injunctive Relief. Both parties acknowledge that their violation of Section 4 may cause the other party immediate and irreparable harm. In the event of such breach, the breaching party agrees that the other party may seek, in addition to any and all other remedies available at law, an injunction, specific performance or other appropriate relief.

## 6. SERVICES-SPECIFIC TERMS

6.1. All Necessary Rights. If, as part of MSP's performance of Services, MSP is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Customer, then prior to MSP's performance of such Services, Customer will acquire all rights necessary for MSP to perform such Services.

6.2. Limited Warranty. MSP warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the software services industry for a period of ninety (90) days from completion of the Services under the applicable Statement of Work. Customer's exclusive remedy and MSP's entire liability under this warranty will be for MSP to re-perform any non-conforming portion of the Services within a reasonable period of time, or if MSP cannot remedy the breach during such time period then refund the portion of the fee attributable to such non-conforming portion of the Services. This warranty will not apply to the extent Customer, its contractors or agents have modified any Deliverable, unless otherwise authorized by MSP in writing. THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 6.3. Intellectual Property Indemnity

(a) Infringement Claims. If a third party asserts a claim against Customer asserting that the Deliverables and/or MSP's performance of the Services in accordance with the terms of this Agreement violates a patent, trade secret or copyright (an "Intellectual Property Right") owned by

that third party ("Infringement Claim"), then MSP will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer, but only if Customer promptly notifies MSP of any Infringement Claim, MSP retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Customer provides all reasonable assistance requested by MSP. MSP will not be liable for any expenses or settlements incurred by Customer without MSP's prior written consent.

(b) **Remedies.** If an injunction or order is obtained against MSP performing the Services for Customer and/or Customer using the Deliverables by reason of the allegations of infringement, or if in MSP's opinion the Services and/or Deliverables may violate a third party's proprietary rights, then MSP will, at its expense: (a) procure for Customer the right to continue to receive the Services and/or use the Deliverables; (b) modify or replace the Services and/or Deliverables with a compatible, functionally equivalent substitute; or (c) if neither (a) nor (b) are commercially practical, terminate this Agreement and release Customer from its obligation to make future payments for the Services and/or Deliverables. Sections 5.1 and 5.2 contain Customer's exclusive remedies and MSP's sole liability for claims of infringement.

6.4. **Independent Contractor.** Nothing in this Agreement will be construed to make either party an employer, employee, agent or partner of the other, and this Agreement will not be construed to create rights, express or implied, on behalf of or for the use of any party other than MSP and Customer. All of the Services performed by MSP will be performed as an independent contractor. MSP will perform such Services under the general direction of Customer, but MSP will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this Agreement and applicable Statement of Work. Neither party will have any authority to make any contract in the name of or otherwise to bind the other party. MSP will be responsible for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to MSP and MSP's employees.

6.5. **Mutual Non-Solicitation.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party will solicit for employment any employees of the other party or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. The parties acknowledge and agree that a breach of this "Non-Solicitation" clause will not give rise to a right of termination of this Agreement; the party not in breach will only have the right to seek and recover direct damages from the breaching party.

6.6. **Mutual Indemnity.** Each party will indemnify, defend and hold harmless the other party from all claims, liabilities or expenses for physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the gross negligence or willful misconduct of the indemnifying party's employees or contractors arising out of this Agreement and while at the Customers premises. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand or action, and cooperating with the indemnifying party in the defense or settlement of any such claim, demand or action.

## 7. MISCELLANEOUS/OTHER PROVISIONS.

7.1. **Severability.** Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in effect. In the event of a dispute, the prevailing party in any litigation or arbitration will be entitled to recover its attorneys' fees and cost incurred from the other party.

7.2. **Notices.** Unless otherwise provided, notices to either party will be in writing to the address indicated above, or as later amended, and deemed effective when received.

7.3. **Verification.** Upon MSP's written request, Customer will provide MSP with a certification signed by an officer of Customer verifying that Product is being used pursuant to the terms of this Agreement, including without limitation the licensed capacity of the Product. MSP may, at its expense, audit Customer's use of Product to confirm Customer's compliance with this Agreement. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid Fees to MSP, Customer will pay such underpaid Fees. If the underpaid Fees exceed five percent (5%) of the Fees paid, then Customer will also pay MSP's reasonable costs of conducting the audit.

7.4. **Assignment.** Customer may not assign this Agreement or any rights granted in this Agreement to any third party, except with the prior written consent of MSP.

7.5. **No Waivers.** Failure of a party to require performance by the other party under this Agreement will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach.

7.6. **Force Majeure.** Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a

breach of this Agreement. This provision does not apply to the payment of monies or any breach of [Section 4](#).

**7.7. Entire Agreement.** This Agreement, together with each Statement of Work and Order, constitutes the entire agreement between Customer and MSP, and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. This Agreement, and each Statement of Work and Order, may be modified only in a mutually signed writing between Customer and MSP. In the event of a conflict between this Agreement, any Statement of Work or an Order, the terms of the Order will control, followed by the terms of the applicable Statement of Work and then this Agreement.

**7.8. Export Controls.** Customer will cooperate with MSP as reasonably necessary to permit MSP to comply with the laws and regulations of the United States and all other relevant countries, relating to the control of exports ("Export Laws"). Customer may not import, nor export or re-export directly or indirectly, including via remote access, any part of the Product into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws, without first obtaining such a validated license.

**7.9. Referencing.** Customer agrees that MSP and its Affiliates may refer to Customer as a customer of MSP, both internally and in externally published media. Customer also agrees to instruct appropriate personnel within its organization that Customer has agreed to receive and participate in calls, from time to time, with potential customers of MSP who wish to evaluate the technical specifications of Product.

**7.10. Dispute Resolution and Governing Law.** Any controversy or claim arising out of or relating to THE PRODUCT AND/OR this agreement WILL be subject to arbitration administered by the American Arbitration Association under its commercial arbitration rules. the award and any findings OF THE ARBITRATOR must be filed within THIRTY (30) days of the final arbitration hearing. judgment on ANY award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing contained in this section will limit either party's ability to seek INJUNCTIVE relief in any court. THE PARTIES WILL ARBITRATE DISPUTES IN CONFIDENCE. THIS AGREEMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA. the CHOICE OF LAW RULES OF ANY JURISDICTION AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY.

**7.11. Survival.** Sections 2, 4, 5, 6 and 7 will survive the termination or expiration of this Agreement. The prevailing party in any litigation or arbitration proceeding is entitled to recover, from the other party, its reasonable attorneys' fees and necessary costs incurred in such proceeding.

## Acceptance

City of Reedley

Name

Date

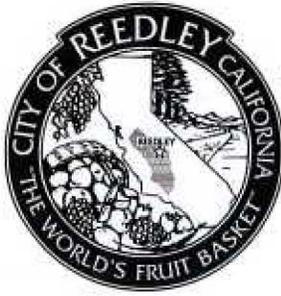
Signature

Unity IT

Kip Haroldsen

Date

Signature



## REEDLEY CITY COUNCIL

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

ITEM NO: 4

**DATE:** March 14, 2023

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REEDLEY AND THE FAMILY HEALING CENTER TO CONDUCT FORENSIC INTERVIEWS WITH VICTIMS AND WITNESSES OF SEXUAL ASSAULTS.

**SUBMITTED:** Jose L. Garza, Chief of Police

**APPROVED:** Nicole R. Zieba, City Manager

### RECOMMENDATION

Approve and authorize the City Manager to sign a Memorandum of Understanding ("MOU") between the City of Reedley and the Family Healing Center to conduct forensic interviews with victims and witnesses of sexual assaults.

### BACKGROUND

The Reedley Police Department has been assisting the victims of Domestic Violence and sexual assault by referring those victims and families to the Family Healing Center. The Reedley Police Department's Victim Services Unit (VSU) routinely utilizes the Family Healing Center services primarily for forensic sexual interviews of victims and witnesses.

The ability to partner with Family Healing Center has dramatically improved crime victims' lives by providing a caring environment and not having to re-victimize survivors by having a multi-disciplinary team approach. Using the multi-disciplinary approach, law enforcement, the district attorney's office, forensic interviewers, forensic nurses, and victims' advocates are on-site to provide services.

During 2022 ten (10) forensic interviews of victims or witnesses were completed by the Family Healing Center. Direct services received by entering this MOU are located on page 2 of the MOU.

Family Healing Center applies for a grant each year through CalOES that covers costs associated with the forensic interviews of victims and witnesses. However, costs not covered by the grant and are essential to provide the necessary services to victims. Those services not covered by the grant include but are not limited to;

- Expert Court Testimony
- Law Enforcement Consultation
- Prevention and Education training
- Mandated Reporter training
- and roll call training requested by law enforcement.

### **FISCAL IMPACT**

The City of Reedley will be billed \$1,000 for FY 23-24 to assist Family Healing Center with costs not covered by the CalOES grant.

### **ATTACHMENTS**

Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING

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

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

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

WHEREAS this MOU is in effect from *April 1, 2023 through March 31, 2024* or until the end of the current Cal OES Grant cycle should it be extended.

### **I) Description of Partner Agencies**

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

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

### **II) History of Relationship**

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

### **III) Roles and Responsibilities**

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

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

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

## MEMORANDUM OF UNDERSTANDING

- Forensic Interviews-offered on call for all needed interviews including emergency, after hours and weekends. Children and adults that have been victims of sexual assault and domestic violence and those who have witnessed any form of a violent crime, the Deaf and Hard of Hearing community, and developmentally delayed. A Spanish speaking interpreter is also available as needed. **Cost for these services is paid for through a grant from CalOES from April 1, 2023 through March 31, 2024 and any grant extension or subsequent grant for the same services.**
- The grant does not reimburse for Expert Court Testimony, Law Enforcement Consultation, Prevention Training and Education, Mandated Reporter Training, or other Roll Call Training requested by Law Enforcement. These are all necessary in order to ensure consistency in the MDIC process and to continue Team efficiency and proper victim care. We also try to maintain our availability as a 24/7 operation, which requires maintaining a high level of protection and security for our staff, your victims and staff if they are required to need our services after hours. This is provided for a flat rate of **\$1,000** for the fiscal year 2023-2024 as indicated.
- If victims or victim's family members require counseling or therapeutic intervention (individual, group or family) services will be provided on site by expert Family Healing Center staff. Referrals for legal assistance or court accompaniment will be provided to victims of domestic violence, dating violence, sexual assault, human trafficking and stalking with no restriction on age. **These services also paid for through a grant from CalOES or funding through the VOCA from April 1, 2023 through March 31, 2024.**
- If victims require a Forensic Medical Evidentiary Exam one can be provided on site 24/7 by Central Valley Forensic Nursing Specialists, Inc. (CVFNS). **This service requires a separate contract or MOU with CVFNS and will be conducted at the discretion of the Law Enforcement agency.**

### IV) Timeline

The roles and responsibilities described above under this Memorandum of Understanding will commence on the date the MOU is signed and continue until March 31, 2024.

### V) Commitment to Partnership

- 1) The Partnership service area includes the incorporated areas of the City of Reedley.
- 2) The partners agree to collaborate and provide service/assistance as described in the MOU to victims of domestic violence, child abuse and sexual assault.
- 3) Compensation under this MOU is defined in section III. All MDIC's are paid for by a grant from CalOES from April 1, 2023 through March 31, 2024. This does not include the 20% match required for the grant. In the event the grant is extended this MOU will be extended for the life of the grant. If a subsequent grant or different grant is acquired a new MOU will be required with the new or different grant information. This is subject to change based on any subsequent RFP's, grant funding opportunities or contracts. Changes to this effect will be appropriately considered and ratified through agency council and or boards.

## **VI) Severability**

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

## **VII) Entire MOU**

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

### **Indemnity for Professional Liability**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

### **Indemnity for Other Than Professional Liability**

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

### **Insurance Requirements**

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

- a. Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- b. General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- c. Automobile Liability. If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

d. Professional Liability (Errors & Omissions). Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) Per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than one year after completion of the Services required by this Agreement.

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

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

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

h. Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

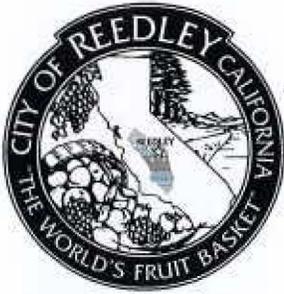
j. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless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

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

**MEMORANDUM OF UNDERSTANDING**

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

<b>SIGNATURES</b>	
By _____ Executive Director, <b>Family Healing Center</b> Date _____	By _____ City Manager, _____ Date _____



# REEDLEY CITY COUNCIL

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

ITEM NO: 5

**DATE:** March 14, 2023

**TITLE:** ADOPT RESOLUTION NO. 2023-007, 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 *RG*  
City Clerk

**APPROVED:** Nicole R. Zieba *NZ*  
City Manager

## RECOMMENDATION

Staff recommends that the Reedley City Council adopt Resolution no. 2023-007, authorizing the destruction of 276 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 \$500.00 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. 2023-007
2. Exhibit A

**RESOLUTION NO. 2023-007**

**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 14th day of March, 2023, in the City of Reedley, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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Anita Betancourt, Mayor

ATTEST:

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Ruthie Greenwood, City Clerk

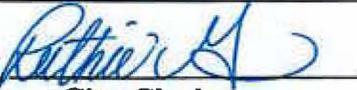
Date: 2/14/2023

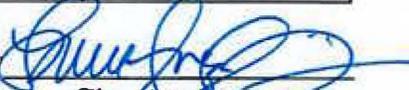
Destruction No. 004

### 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
Statement of Economic Interests-Elected Officials	2	1/2000	12/2008	T +7
Nomination Papers	5	1/1957	12/2002	E+4
Correspondance	2	1/1970	12/1991	CU+2
Case Record	1	1/1995	12/1997	CL+7
Billing Records	1	1/2014	12/2014	AU+2
Recreation Programs	2	8/2013	12/2017	CL+2
Park Reservations	1	1/2016	6/2017	CU+2
Terminated Employees I9 Forms	1	11/1988	11/2021	Term +1 or 3 Years
Payroll Quarterly Tax Reports and Fixed Assets	12	1/2000	12/2012	A+4
Timecard/Timesheets	19	7/2007	1/2013	A+6
Accounts Payable, Accounts Receivable, Cash Management, GL Voucher Reports	216	1/2000	4/2012	A+4
Business Billing Records	12	7/1997	6/2011	A+2
Utility Billing	2	9/2008	12/2011	CU+2

Submitted for approval by   
City Clerk

Reviewed & Approved by   
City Attorney



## REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: March 14, 2023

TITLE: APPROVE THE FOLLOWING ACTIONS ASSOCIATED WITH THE EXPANDED LEARNING PROGRAMS (ELP) AT T L REED AND WASHINGTON SCHOOL SITES:

- A) APPROVE AND AUTHORIZE CITY MANAGER TO SIGN AN AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) FOR THE REEDLEY HIGH SCHOOL (RHS) INTERNSHIP PROGRAM
- B) APPROVE AND AUTHORIZE CITY MANAGER TO SIGN A SUMMER WORK EXPERIENCE PROGRAM (SWEP) AGREEMENT FORM WITH VALLEY REGIONAL OCCUPATIONAL PROGRAM (VALLEY ROP) AND KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO PROVIDE SUMMER INTERNS TO WORK FOR THE CITY OF REEDLEY
- C) APPROVE AND AUTHORIZE CITY MANAGER TO SIGN SITE CONTRACTS WITH FRESNO COUNTY SUPERINTENDENT OF SCHOOLS (FCSS) FOR THE ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER) FUNDING TO PAY FOR EXPANDED LEARNING PROGRAM (ELP) STAFF TO WORK SUMMER PROGRAMS
- D) ADOPT RESOLUTION NO. 2023-014 AMENDING THE 2022-23 ADOPTED BUDGET APPROPRIATING \$107,108 IN THE GENERAL FUND TO COVER COSTS ASSOCIATED WITH THE REEDLEY HIGH SCHOOL (RHS) INTERNSHIP PROGRAM AND THE ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER) FUNDING

SUBMITTED: Sarah Reid  
Community Services Director

APPROVED: Nicole R. Zieba  
City Manager

## **RECOMMENDATION**

Approve the following actions associated with the Expanded Learning Programs (ELP) at T L Reed and Washington School Sites: A) Approve and authorize the City Manager to sign an Amendment 1 to the Memorandum of Understanding (MOU) with Kings Canyon Unified School District (KCUSD) for the Reedley High School (RHS) Internship Program; B) Approve and authorize City Manager to sign a Summer Work Experience Program (SWEP) Agreement Form with Valley Regional Occupational Program (Valley ROP) and Kings Canyon Unified School District (KCUSD) to provide summer interns to work for the City of Reedley; C) Approve and authorize City Manager to sign Site Contracts with Fresno County Superintendent of Schools (FCSS) for the Elementary and Secondary School Emergency Relief (ESSER) funding to pay for Expanded Learning Program (ELP) staff to work summer programs; and D) Adopt Resolution NO. 2023-014 amending the 2022-23 adopted budget appropriating \$107,108 in the General Fund to cover costs associated with the Reedley High School (RHS) Internship Program and the Elementary and Secondary School Emergency Relief (ESSER) funding.

## **EXECUTIVE SUMMARY**

With the addition of the Expanded Learning Opportunity Program (ELOP) funding, the Community Services Department has hired Reedley High School students to work along-side the ELP staff at T L Reed and Washington. The intentions of this program are to create a pipeline for staffing the program in the future and provide a hands-on work experience opportunity to high school students while they receive compensation. This program is working out so well KCUSD has allotted additional funding to have seven (7) interns at all ELP sites, increasing the MOU from eight (8) interns to fourteen (14) interns. Amendment 1 to the original MOU will fund the interns to work through the end of the school year, June 9, 2023.

For many summers the City of Reedley has partnered with Valley ROP and KCUSD to host high school students through the SWEP program. The new RHS Internship Program was modeled after SWEP providing Reedley High School students the opportunity to gain work experience while receiving compensation. The difference is, the SWEP students will not be employees with the City of Reedley but instead paid directly by KCUSD. The summer program is fast pace with lots of enrichment activities and field trips to keep students engaged. Even with the new internship program which will continue into the summer programs, the Community Services Department would like to continue supporting the SWEP program and has space for the additional student helpers this program will provide. Having both intern programs during the summer will work out well and provide support for the ELP staff. The MOU for the RHS Internship Program which will cover the days in summer will come to the City Council at a future meeting. Program details and budgets are still being worked out.

FCSS received ESSER funding to support ELP summer programs. T L Reed received \$64,610 and Washington received \$51,688. The majority of the funding will cover a portion of the staff time for summer programs with the remaining part time staff costs being paid with ELOP funding from KCUSD. The details and budgets for summer programs are still being worked out so the MOU with KCUSD will come to the City Council at a future meeting. Because of the timeline FCSS is working with the Site Contracts with FCSS came prior to the MOU with KCUSD.

## **FISCAL IMPACT**

Resolution NO. 2023-014 requesting \$107,108 increases the site budgets to fund the additional RHS Internship Program through June 9 and staff time to work in the ELP summer programs with the ESSER funding provided by FCSS through June 30, 2023.

**PRIOR COUNCIL ACTIONS**

On June 14, 2022, City Council approved the City Manager to sign a Master Contract with FCSS for the programs offered at T L Reed and Washington School Sites for the next three (3) years. This Master Contract allows the City of Reedley to work with FCSS through Site Contracts for revisions related to funding for grants overseen by FCSS. On November 8, 2022, the City Council approved the Memorandum of Understanding with KCUSD for the Reedley High School Internship Program.

**ATTACHMENTS**

1. Amendment 1 to the Memorandum of Understanding with KCUSD for the Reedley High School Internship Program
2. SWEPP Agreement Form
3. Site Contracts for T L Reed and Washington ELP for ESSER funding
4. Resolution NO. 2023-014, Budget Amendment



**Amendment 1**  
**Memorandum of Understanding**

BETWEEN  
KINGS CANYON UNIFIED SCHOOL DISTRICT  
AND CITY OF REEDLEY

**TO PROVIDE INTERNSHIPS FOR KCUSD HIGH SCHOOL STUDENTS WITHIN THE ELPs**

**I. TERM**

The effective dates of the Agreement are from December 1, 2022 – June 9, 2023. The first day of service shall be on or after December 1, 2022.

**II. SERVICES TO BE PERFORMED**

City of Reedley (CITY) will provide paid internships for approximately ~~eight (8)~~ **fourteen (14)** Kings Canyon Unified School District (KCUSD) High School students within the Expanded Learning Program (ELP). These students will have been pre-screened and trained by HS administrators and meet the following requirements:

- Junior or Senior year (Seniors preferred)
- GPA 3.0 or above (preferred)
- 7th Period Elective class (preferred)
- Well-rounded student (e.g., already involved in the Student Transition Program, Mentoring for Success Program, etc., preferred)

Interns will be placed at K-5 and K-8 schools within the KCUSD and assigned to ELP staff. Interns will be involved in the following activities/tasks:

- Assist with preparation of age appropriate enrichment activities
- Assist with lesson planning and evaluations
- Reinforce instruction and assist students in completing homework and assignments
- Assist with preparation of grade-level supplemental materials/activities so that homework time remains academic
- Assist with preparation and implement of age-appropriate recreation activities
- Provide consistent supervision of children at all times
- Assist with maintaining a class environment conducive to student growth and participation by using classroom management techniques
- Affirm/encourage/praise student abilities and value each student
- Contribute to a supportive team atmosphere
- Attend and actively participate in team meetings, as assigned

Interns will be expected to present themselves in a professional manner at all times and have appropriate language, attitude, attire, and content when around children. In addition, they will be

expected to follow all CITY, school, and KCUSD policies. Interns will not be permitted to work unsupervised when interacting with children or with middle school students.

CITY will pay the interns at the minimum wage rate for their time worked. Interns will work approximately 15 hours per week, during the regular school year.

CITY will provide administration, planning, coordination, professional development, field site supervision, and general implementation for the internship program, in conjunction with administrators from each KCUSD High School that has students in the program.

CITY will provide professional development for each intern including classroom management, restorative justice, lesson planning and implementation, and child development principles. Ongoing evaluation, training and coaching of the interns are also included.

CITY will complete reporting procedures required by KCUSD administration (e.g., attendance tracking, site profiles).

### III. PURPOSE OF PROGRAM

To provide opportunities for students to participate in “world of work” experiences within the education field. These types of internships help add relevance and make connections from what students are learning in the classroom to the work setting. In addition, these internships will provide a path for qualified interns to acquire an ELP staff position upon graduation, and reduce the onboarding and training time needed when transitioning into a staff role. As such, the Internship Program will benefit both the students and the program provider.

### IV. PLACE OF PERFORMANCE

CITY shall render services described above at the following locations: T.L. Reed and Washington.

### V. COMPENSATION

The maximum to be paid to CITY by KCUSD for all services and materials, including employer costs, provided under the terms of this Agreement shall not exceed ~~\$63,000~~ **\$88,000**. Interns will be paid at the minimum wage rate for their time worked. For these services, CITY will invoice KCUSD at intervals agreed upon by both parties.

### VI. INDEMNIFICATION

Each party shall indemnify, hold harmless and, if requested, defend the other party, its officers, agents, employees and members of its governing board, from and against any and all claims, demands, losses, judgments, liabilities, causes of action and expenses, including attorney fees and costs, of any kind or nature they may sustain or incur or which may be imposed upon them for injury to or death of any person, or damage to property, or for any other act(s) arising out of or in any manner related to or connected with the indemnifying party's (including its officers, agents and employees) willful

misconduct and/or negligence in performing and/or failing to perform its duties and/or obligations under this Memorandum of Understanding.

VII. LIABILITY INSURANCE

Without limiting CITY's indemnification, CITY shall secure and maintain during the term of the Agreement, a comprehensive general liability policy using an occurrence policy form with combined single limits of one million dollars (\$1,000,000) with a three million (\$3,000,000) aggregate limit. KCUSD shall be named as an additional insured on the policies.

VIII. TERMINATION OF AGREEMENT

This Agreement terminates effective June 30, 2023. Any party may terminate this agreement at any time for any reason upon written 30 days' notice. In the event of early termination, CITY shall be paid for satisfactory work performed to the date of termination.

IX. By entering into this MOU all parties recognize and agree:

- A. to work collaboratively as partners to ensure the success of the programs.
- B. that this agreement may be modified at any time by written consent.
- C. that certain information received in the course of business is confidential according to law and policy and agrees to respect requirements in this regard.
- D. that availability of funds may have a bearing on the ability to implement all or parts of this agreement.
- E. that CITY and KCUSD shall comply with all applicable Federal, State, and local laws in the performance of these services.

WITNESS THEREOF, the parties hereto have executed this MOU as of the day and year first written below:

KCUSD:

CITY:

---

John Campbell  
Superintendent

Date

---

Nicole R. Zieba  
City Manager

Date



# Summer Work Experience Program

Kings Canyon Unified School District/Valley ROP  
1801 10th Street, Reedley, CA 93654



## SWEP Agreement Form

### Student Responsibilities:

1. Must attend and complete Mandatory Orientation and workshops to be eligible for SWEP. \_\_\_\_\_
2. Keep regular attendance, both in school and at the training / job site. \_\_\_\_\_
3. Complete all sections of the application and fingerprints, if needed, as well as timesheets. \_\_\_\_\_
4. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, proper dress and grooming habits, and a willingness to learn. \_\_\_\_\_
5. Ask questions of my supervisor(s) if I do not understand my job description. \_\_\_\_\_
6. Perform the job duties and responsibilities asked by my supervisor(s) to the best of my abilities. \_\_\_\_\_
7. Do not use your electronic device during work hours. I will follow the electronic device policy at my jobsite. \_\_\_\_\_
8. Complete all 100 work hours during the month of SWEP in its entirety at my assigned job site. \_\_\_\_\_
9. Contact your Career Coordinator of any changes or problems concerning my site. \_\_\_\_\_

### District Responsibilities:

1. Provide Workers Compensation Insurance for students involved in SWEP.
2. Assist students to improve performance and help to solve problems related to the program.
3. Make periodic visits to the job site to observe the student and to consult with employer concerning progress and training of student
4. *Shall be responsible for payment to the student(s) working of hourly work at minimum wage rate for a maximum limit of 100 hours.*

### Business Responsibilities

1. The business/ training site shall provide a safe/hazard free environment.
2. Shall be required to abide by all Child Labor Laws for the State of California.
3. Understand that a SWEP student worker is not to replace a regular employee.
4. Consult with the SWEP Coordinator should any issues arise with the trainee and/or program.
5. Provide time to meet with the student and explain expectations and Standard Operating Procedures.
6. Immediately call SWEP Internship Coordinator before eliminating a trainee from your business.

*My signature below indicates that I agree to consider the SWEP student and may receive a Letter of Reference upon successful completion of his/ her subsidized hours.*

### Parent Responsibilities

1. Support and encourage the student in his/ her endeavors and responsibilities.
2. Assume responsibility for the conduct of the student while working.
3. Be willing to provide transportation, if necessary.
4. Understand that placement of the SWEP Student Worker is based on need not interest.

\_\_\_\_\_  
SWEP Internship Trainee Signature/ date

\_\_\_\_\_  
(Type or Print/ Trainee Name)

\_\_\_\_\_  
Employer/ Supervisor Signature/ date

\_\_\_\_\_  
(Type or Print/ Supervisor Name)

\_\_\_\_\_  
Parent Signature/ date

\_\_\_\_\_  
SWEP Internship/Career Coordinator

### **Nondiscrimination Statement**

*Federal and state laws make it unlawful to discriminate employment on the basis of race, color, sex, national origin, disability, or age.*



UNUSED SITE CONTRACT AMOUNT. By no later than May 1 during the Site Contract Term, the Parties shall determine the portion of the remaining Site Contract Amount that is not needed to pay Contractor for Services that Contractor will provide at the School Site during the remainder of the Site Contract Term ("Unused Site Contract Amount"). FCSS or School Site may use the Unused Site Contract Amount for authorized purposes as determined by FCSS and School Site. The Parties shall coordinate and cooperate to prepare such documents as necessary and proper to communicate the Unused Site Contract Amount to each School Site. No separate amendment to this Site Contract is needed to memorialize the Unused Site Contract Amount.

**SCHOOL AUTHORIZED AGENT:** The undersigned, being the authorized agent of School District and School Site ("**School Authorized Agent**"), hereby approves the above-stated Services, not-to-exceed Site Contract Amount, and all terms and conditions of this Site Contract. If required by the separate contract between School District and FCSS, two School Authorized School Agents must sign this Site Contract.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Site Contract and the Master Contract, Contractor and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Site Contract. Each person executing this Site Contract on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Site Contract.

**CONTRACTOR**

**FCSS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



UNUSED SITE CONTRACT AMOUNT. By no later than May 1 during the Site Contract Term, the Parties shall determine the portion of the remaining Site Contract Amount that is not needed to pay Contractor for Services that Contractor will provide at the School Site during the remainder of the Site Contract Term ("Unused Site Contract Amount"). FCSS or School Site may use the Unused Site Contract Amount for authorized purposes as determined by FCSS and School Site. The Parties shall coordinate and cooperate to prepare such documents as necessary and proper to communicate the Unused Site Contract Amount to each School Site. No separate amendment to this Site Contract is needed to memorialize the Unused Site Contract Amount.

**SCHOOL AUTHORIZED AGENT:** The undersigned, being the authorized agent of School District and School Site ("School Authorized Agent"), hereby approves the above-stated Services, not-to-exceed Site Contract Amount, and all terms and conditions of this Site Contract. If required by the separate contract between School District and FCSS, two School Authorized School Agents must sign this Site Contract.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Site Contract and the Master Contract, Contractor and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Site Contract. Each person executing this Site Contract on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Site Contract.

**CONTRACTOR**

**FCSS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# BUDGET AMENDMENT RESOLUTION 2023-014

The City Council of the City of Reedley does hereby amend the 2022-2023 Budget as follows:

## SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4661.1020	KCUSD Expansion Wash Salaries PT & Temporary	\$ 11,206
001-4661.1041	KCUSD Expansion Wash SS & Medicare PT Salaries	857
001-4661.1071	KCUSD Expansion Wash Workers Comp Premium PT	615
001-4663.1020	ASES TL Reed Salaries PT & Temporary	11,206
001-4663.1041	KCUSD Expansion Reed SS & Medicare PT Salaries	857
001-4663.1071	KCUSD Expansion Reed Workers Comp Premium PT	615
001-4658.1020	ASES TL Reed School Salaries PT & Temporary	30,024
001-4658.1041	ASES TL Reed School SS & Medicare PT Salaries	2,297
001-4658.1071	ASES TL Reed School Workers Comp Premium PT	1,647
001-4659.1020	ASES Washington School Salaries PT & Temporary	30,024
001-4659.1041	ASES Washington School SS & Medicare PT Salaries	2,297
001-4659.1071	ASES Washington School Workers Comp Premium PT	1,647
001-2710	Unallocated General Fund Balance	13,816
<b>Total</b>		<b>\$ 107,108</b>

**Purpose:** Staff is requesting appropriations for the costs associated with Amendment 1 for the Reedley High School Internship Program for services provided through June 9, 2023 and the Elementary and Secondary School Emergency Relief (ESSER) funding which will pay for PT salaries for the Expanded Learning Summer Program through June 30, 2023.

## SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-3824	KCUSD Washington Expansion	\$ 12,500
001-3838	KCUSD T L Reed Expansion	12,500
001-3835	ASES TL Reed School	41,054
001-3845	ASES Washington School	41,054
<b>Total</b>		<b>\$ 107,108</b>

**Impact:** Cost for the Reedley High School interns work program which has increased from eight (8) interns to fourteen (14) interns and the Expanded Learning Program (ELP) staff PT salaries being covered with the Elementary and Secondary School Emergency Relief (ESSER) funding.

REVIEWED:

  
Assistant City Manager 3/03/23

RECOMMENDED:

  
City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on March 14, 2023 by the following vote:

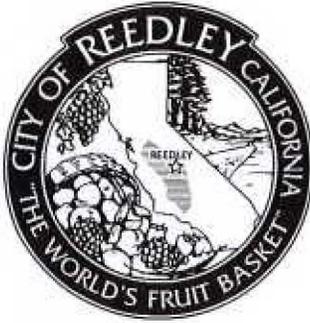
AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Anita Betancourt, Mayor

\_\_\_\_\_  
Greenwood, City Clerk



## REEDLEY CITY COUNCIL

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

ITEM NO: 7

**DATE:** March 14, 2023

**TITLE:** ADOPT RESOLUTION NO. 2023-015 ESTABLISHING THE FISCAL YEAR 2023-24 RATES FOR COMMUNITY FACILITY DISTRICT 2005-01, INCREASING RATES FROM CURRENT LEVELS BY CPI, AND SETTING DEPARTMENT ALLOCATIONS

**SUBMITTED:** Paul A. Melikian, Assistant City Manager *PM*

**APPROVED:** Nicole R. Zieba, City Manager *NZ*

### RECOMMENDATION

That the City Council adopt Resolution No. 2023-015 establishing the Fiscal Year ("FY") 2023-24 annual tax amount for properties within the Reedley Community Facilities District No. 2005-1. Staff recommends that the current tax rate be raised only by the percentage change in the Consumer Price Index (CPI) instead of the maximum allowable rate, and to allocate the funds for the 2023-24 fiscal year at the existing 15% for Fire, 74% for Police, 9% for Parks, and 2% for Administration costs. This is the first year in six years that an increase to the tax rate is recommended by staff, due to significant inflation experienced in costs to provide services.

### BACKGROUND

The Mello-Roos Community Facilities Act of 1982, allows a City to establish a Community Facilities District (CFD) to finance a variety of services. The Reedley Community Facilities District 2005-1 was established in 2005 to finance operational expenses associated with public safety (police and fire) and park maintenance. Services provided within the CFD area do not supplant General Fund activities which are established at a baseline historic spending level using 2005-06 appropriation levels.

### RATES

In April 2022, the City Council set the maximum tax rate for Reedley Community Facilities District No. 2005-1 in accordance with the procedures for establishing rates in the enacting resolution. Each year, the City Council must review the percentage change in the Consumer Price Index for San Francisco-Oakland-Hayward area and adopt the upcoming year's tax rates. The CPI change over the last 12 months was 5.6%, and an increase to rates is proposed for the 2023-24 fiscal year. Per Council Resolution No. 2005-109, the proposed fees are brought forth each year for consideration of two items: 1) setting the annual CFD tax amount for the upcoming fiscal year and 2) establishment of the allocation of revenue to City Departments for the upcoming fiscal year. The following table summarizes the current tax rate for FY 2022-23 and the proposed tax rate based on recommended change to the tax rate. If a lower tax rate is considered, it must be universally applied to each building type category within the CFD.

<b>Building Type</b>	<b>Current Adopted Rate</b>	<b>Proposed Rate (5.6% increase)</b>
Single Family Home	\$963.00 per unit	\$1,016.91 per unit
Multi-Family Residential	\$717.00 per unit	\$757.14 per unit
Affordable Housing	\$486.00 per unit	\$513.21 per unit
Non-Residential	\$0.26 per square foot	\$0.27 per square foot
Infill Non-Residential	\$0.13 per square foot	\$0.14 per square foot
Undeveloped	\$782.00 per acre	\$825.78 per acre

Under existing Council policy, each year as properties develop, they are annexed into the district. For FY 2023-24, it is anticipated that the District will serve 48 units from the property owner of parcel 370-020-078, which has a legal settlement with the City, 783 single family homes, 313 affordable/multi-family units, commercial or non-residential properties totaling 626,406 square feet and 156.58 acres of vacant land. If additional properties develop, they will also be served, and the City will levy for FY 2023-24. The projected FY 2023-24 revenue is \$1,265,217.61 based on recommended increase to current tax rates.

Although the fee may be set by the City Council at any amount as long as it is applied uniformly, staff recommends that the current fee increase by CPI only, instead of the higher maximum allowable rate. The recommendation is based on the anticipated costs to provide services to the CFD areas, which includes those incremental cost increases for personnel costs and those that vendors pass to the City. According to the attached memos covering Police, Fire, Parks Maintenance Services, and Administration Services, the anticipated costs to service the CFD area are \$1,078,977, \$210,732, \$113,870 and \$25,500 respectively, for a total of \$1,429,079. The amounts collected at the proposed rate's do not fully cover the costs of providing services. The anticipated difference of \$163,861 not including prior year CFD activity, will come from the General Fund; therefore, setting the rate at less than the proposed tax rates will further impact the General Fund budget for next fiscal year.

The maximum special tax rates are to be increased every year by CPI in accordance with the Rate and Method of Apportionment that established the CFD. The City has not increased rates since the FY 2018-19, even though estimated expenditures of providing public services to the CFD have continued to grow and outpaced the estimated revenue every year since inception of the special district. This funding deficit has required an annual subsidy offset from the City's General Fund. For the FY 2023-24, should Category I properties in the CFD (all properties except undeveloped land) be levied at the maximum special tax rates, the remaining funding deficit to service the CFD would be less than the estimated revenue from a maximum assessment on parcels of Category II properties (undeveloped land). In other words, if CFD tax rates were increased to their maximum allowable levels for next year, the General Fund would not have to offset the funding deficit from CFD assessment revenue to cover the cost of providing police, fire and parks maintenance services.

**ALLOCATIONS**

The Special Tax Report establishing the CFD identified the use of CFD funds at a specific allocation amount for each service. The City Council has the annual discretion to change the amount based upon budgetary needs and requirements. The following table summarizes the prior years and proposed allocation for next year, which remains unchanged from the last five fiscal years.

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Current FY 2022-23	Proposed FY 2023-24
Fire Services	15%	15%	15%	15%	15%	15%
Police Services	74%	74%	74%	74%	74%	74%
Parks Services	9%	9%	9%	9%	9%	9%
Administration	2%	2%	2%	2%	2%	2%

Each service receives its appropriate share of the adopted revenue amount each year and that balance is restricted and carried over each year if / when revenues exceed expenditures. The following table summarizes estimated CFD fund balances as of June 30, 2023, the estimated revenue for next year broken out by Department percentage allocations, then netting out the estimated expenses to get to the required General Fund offset.

	Estimated Balance on June 30, 2023	FY 2023-24 Estimated Revenue	FY 2023-24 Estimated Expenditures	FY 2023-24 Required General Fund Offset
Fire	\$8,126	\$189,783	\$210,732	\$20,949
Police	40,559	936,261	1,078,977	142,716
Parks	5,140	113,870	113,870	0
Administration	1,715	25,304	25,500	196
<b>Total</b>	<b>\$55,540</b>	<b>\$1,265,218</b>	<b>\$1,429,079</b>	<b>\$163,861</b>

### **FISCAL IMPACT**

If the proposed rate is established, which is recommended to increase by CPI from the current year, the FY 2023-24 General Fund budget will realize an estimated expenditure relief of \$1,265,218 for Fire, Police and Park services for parcels within the CFD boundary.

#### Attachments

1. Resolution No. 2023-015
2. Fire, Police, Parks & Administration FY 2023-24 Budgetary Requirements
3. 2022 CPI-U for San Francisco-Oakland-Hayward

## RESOLUTION NO. 2023-015

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY DETERMINING SPECIAL TAX RATES FOR FISCAL YEAR 2023-2024 FOR THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)**

WHEREAS, in proceedings heretofore conducted by this Council pursuant to the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code (the "Law"), this Council on November 8, 2005, adopted a resolution entitled "A Resolution of the City Council of the City of Reedley Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien" finalizing the formation of the City of Reedley Community Facilities District No. 2005-1 (Public Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 et seq. (the "Law");

WHEREAS, the City Clerk executed and caused to be recorded in the office of the County Recorder of the County of Fresno a notice of special tax lien in the form required by the Law.

WHEREAS, Maximum Special Tax Rates were established as follows:

Category I includes each Developed Parcel within the District for which a building permit has been issued prior to July 1 of the current Fiscal Year. Said Maximum Special Tax shall increase each Fiscal Year thereafter by an inflation factor which is the Annual All Urban Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward area.

<b>TABLE 1</b> <b>MAXIMUM SPECIAL TAX FISCAL YEAR 2023-24</b> <b>CATEGORY I</b> <b>Special Tax Per Dwelling Unit / Acre</b>	
<b>DEVELOPMENT TYPE</b>	<b>SPECIAL MAXIMUM TAX RATE</b>
Single Family Residential (per dwelling unit)	\$ 1,194.0030
Multi-Family Residential (per dwelling unit)	\$ 887.4346
Non-Residential (per gross building square foot)	\$ 0.3227
Affordable Housing (per dwelling unit)	\$ 597.0015
Infill Non-Residential (per building square foot)	\$ 0.1614

Category II includes each Parcel within the District that is not included in Category I.

The Maximum Special Tax that may be levied annually on Taxable Property in Category II beginning with the Fiscal Year starting July 1, 2023 ending June 30, 2024 is as set forth in Table 2 below per Net Developable Acre (said amount to be levied pro-rata for any portion of an acre). Said special tax shall increase each Fiscal Year thereafter by an inflation factor which is the Annual All Urban Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward area.

<b>TABLE 2</b> <b>MAXIMUM SPECIAL TAX FISCAL YEAR 2023-24</b> <b>CATEGORY II</b> <b>Special Tax Per Net Developable Acre</b>
\$ 968.1105 per acre

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REEDLEY AS FOLLOWS:**

1. The following Special Tax Rates shall be levied for the ensuing 2023-2024 fiscal year on all eligible properties in the District per the Rate and Method of Special Tax.

<b>ADOPTED SPECIAL TAX FISCAL YEAR 2023-24 CATEGORY I Special Tax Per Dwelling Unit / Acre</b>	
<b>DEVELOPMENT TYPE</b>	<b>SPECIAL TAX RATE</b>
Single Family Residential (per dwelling unit)	\$1,016.91
Multi-Family Residential (per dwelling unit)	\$ 757.14
Non-Residential (per gross building square foot)	\$ 0.27
Affordable Housing (per dwelling unit)	\$ 513.21
Infill Non-Residential (per building square foot)	\$ 0.14
<b>ADOPTED SPECIAL TAX FISCAL YEAR 2023-24 CATEGORY II Special Tax Per Net Developable Acre</b>	
\$ 825.78 per acre	

2. This Resolution shall take effect upon its adoption.

This Resolution was duly passed, approved, and adopted by the City Council of the City of Reedley this 14<sup>th</sup> day of March 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Anita Betancourt, Mayor

ATTEST:

\_\_\_\_\_  
Ruthie Greenwood, City Clerk



**REEDLEY FIRE DEPARTMENT**  
**FIRE ADMINISTRATION**  
**1060 D STREET, REEDLEY CA 93654**  
**JERRY ISAAK, CHIEF**



MEMORANDUM

DATE: February 24, 2023

TO: Paul Melikian, Assistant City Manager

RE: Community Facilities District Projected Expenditures FY 2023 / 2024

The CFD as adopted per Resolution 2005-109 and governed by Section 53311.5 of the Government Code of the State of California (The Act) specifically states that the first priority for the funds is for fire and emergency medical services, then police and public safety, and finally park maintenance. More specifically: (i) fire protection and suppression services; (ii) emergency medical services including ambulatory services; (iii) community information with regard to public safety; (iv) earthquake and other emergency relief programs; (v) other public safety services, including police protection services, authorized to be funded under Section 53313(a) or (b) of The Act; (vi) park operation and maintenance expenses; and, (vii) repair and replacement of park facilities.

Based on current estimates, the impact on the Fire Department to provide services for the district is estimated to be \$210,732. This is based on applying Fire Department personnel costs and associated operating expenses for administration, equipment, training, planning and maintenance to respond within the district. Any balance is reserved to provide an allowable buffer and funding of future Fire Department services and maintenance.

Respectfully submitted,

Jerry Isaak, Fire Chief



# MEMORANDUM

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OFFICE OF THE CHIEF OF POLICE  
843"G" Street  
Reedley, CA 93654

Date: February 27, 2023  
To: Paul Melikian, Assistant City Manager  
From: Jose L. Garza, Chief of Police  
Subject: Community Facility District Budget Needs: 2023-2024 Fiscal Year

In a review of the estimation of housing being assessed in the 2023-2024 fiscal year, it has been determined 783 new single-family parcels, 195 affordable housing units, and 118 multi-family units would be part of that assessment. In determining the impact the new housing would have on the police department, I calculated that the city of Reedley would grow by a population of approximately 3,463 new residents. This calculation utilized the Fresno County person per household average of 3.16 population increase per home.

The police department responded to 27,028 calls for service in 2022 (1.8 calls per resident with a population of 25,000), which increased by 19% compared to 2021. If all homes were occupied, the housing increase would increase the population to 28,463, which means the police department would respond to approximately 1.0 calls for service for each new resident per year.

In calculating the cost, for police services, our calls for service would increase, compared to the previous year, with the additional 3,463 residents possibly creating an additional 3,636 calls for service. On average, each call cost the police department \$329.66, adjusted 3% from the previous year, for a total service cost of **\$1,078,977** (-10% CFS). The cost would include the time required for an officer to handle an incident, dispatching time, records clerk input time, fuel costs, supervision, etc. The cost is a very conservative figure, which does not consider the increased standard preventative patrol time associated with new homes, increased traffic created by new residents, and commuter traffic frequenting commercial establishments.

Respectfully,

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Jose L. Garza, Chief of Police



## City of Reedley

Public Works Department  
1733 Ninth Street  
Reedley, CA 93654  
(559) 637-4200  
FAX 637-2139

February 24, 2023

To: Jasper Andrade, Analyst  
Wildan Financial Services

Dear Mr. Andrade

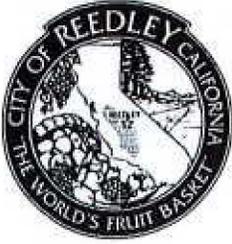
Re: Community Facilities District- Parks Maintenance Services

The City of Reedley anticipates that approximately 783 single family units, 118 multiple family units, 195 Affordable Housing Units, and 307,287 square feet of non-residential properties will be served under the CFD in the 2023-2024 budget year.

In review of services provided, it is determined that the Parks Maintenance Department will provide services in excess of \$113,870 for the 2023-2024 fiscal year. This amount was calculated by applying the cost of personnel (part time and full-time parks maintenance workers), equipment, fuel, and vehicle maintenance costs.

Respectfully submitted,

Russ Robertson  
Public Works Director



Administrative Services Department  
845 G. St, Reedley CA 93654

**DATE:** February 22, 2023  
**TO:** Community Facilities District 2005-01 File  
**FROM:** Paul A. Melikian, Assistant City Manager *PM*  
**SUBJECT:** FY 2023-24 CFD Administration Costs

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The total projected costs for administration of the Community Facilities District for the 2022-23 fiscal year is \$25,500, as follows:

*Annexations - \$10,000*

The following item is associated with each processing of a CFD annexation. It is estimated that the City will process one to two per year. The processes incur costs of approximately \$7,500 to a consultant to conduct all aspects of the annexation process. \$500 is allocated to legal review of recorded annexations and approximately \$2,000 for internal staff time and Fresno County recorder fees for applicable documents.

*Annual CFD Administration Services - \$15,500*

The annual cost of administering the CFD, including annual CPI adjustments, tax roll auditing, financial transactions, financial administration, financial audits, preparation of Annual Special Tax Report, Fresno County recorder fees and tax roll reporting is \$15,500.



# Databases, Tables & Calculators by Subject

Change Output Options: From: 2021  To: 2022  [GO](#)  
 include graphs  include annual averages [More Formatting Options](#)

Data extracted on: March 6, 2023 (6:54:06 PM)

## CPI for All Urban Consumers (CPI-U)

**Series Id:** CUURS49BSA0  
 Not Seasonally Adjusted  
**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted  
**Area:** San Francisco-Oakland-Hayward, CA  
**Item:** All items  
**Base Period:** 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022		320.195		324.878		330.539		328.871		332.062		331.222	327.060	323.408	330.711

5.6% change from 2021 to 2022

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Minutes  
COMMUNITY SERVICES COMMISSION  
Thursday, December 1, 2022

A regular meeting of the Community Services Commission was called to order at 4:34 p.m. by Stephen Penner, Chairperson, in the Redwood Room at the Reedley Community 100 N. East Ave, Reedley, California 93654.

- 1. ROLL CALL AND INTRODUCTION OF GUESTS
  - A. Commissioners Present: Stephen Penner, Chairperson; Darren Minami (arrived at 4:45pm), Vice Chairperson; Maria Hernandez, Shirley Ito, Angelina Rodriguez
  - B. Commissioners Absent: Maria Rodriguez, Jenny Peters,
  - C. Youth Representatives: Present – Roman Ramos, Leo Rojas
  - D. Staff Present: Sarah Reid, Community Services Director; Kayla Cheney, Administrative Assistant; Madison Mitchell, Recreation Supervisor
  - E. Others: Rosa Hernandez, Cheri Witter, Carrie Gutierrez, Joel Booth, Jean Clemons

- 2. APPROVAL OF MINUTES  
It was moved by Commissioner Ito, seconded by Commissioner M. Rodriguez that the minutes of July 28, 2022 be approved. The motion carried.

- 3. PUBLIC DISCUSSION – None.

- 4. ORAL AND WRITTEN COMMUNICATIONS – None.

- 5. NEW BUSINESS
  - A. Recommendation of Community Recreation Grants**  
Commissioner Penner recuse himself from this item as he is the Chairperson for the Parks and Recreation Foundation who submitted a Community Recreation Grant application, Vice Chairperson Commissioner Darren Minami will facilitate. Once a year six \$350 Community Recreation Grants are awarded. Six Community Recreation Grant applications were received on time, five of the six applications had a representative. There was not a representative for Reedley's River City Theatre Company. In their application they stated if awarded funds would go towards purchasing necessary material to put on the annual kids camp which runs July-August. Rosa Hernandez represented non-profit TL Reed School – Go Club. Hernandez shared if awarded the money will go towards purchasing T-shirts for volunteer members to represent the club. Cheri Witter the secretary from Reedley Senior Commission Inc. (RSCI), represented the non-profit stating RSCI helps the City of Reedley Senior Citizen program helping with the Thanksgiving lunch, Fourth of July, and Christmas lunch. If awarded RSCI plans to use the money to put towards entertainment for upcoming City lunches. Carrie Gutierrez represented non-profit Reedley High School Pirate Band Boosters. If awarded the money will go towards purchasing new uniforms specifically tuxes. Joel Booth represented non-profit Reedley Little League. If granted, the money it will go towards field costs, insurance and possible equipment needs. Jean Clemons represented non-profit Reedley

Minutes  
**COMMUNITY SERVICES COMMISSION**  
**Thursday, December 1, 2022**

Parks and Recreation Foundation. Clemons shared if awarded the money will go towards waste bags and parkway general maintenance. Motion by Commissioner Ito, second by Commissioner M. Rodriguez to recommend awarding all six Community Recreation Grant applications as follows;  
\$350 TL Reed School – Go Club  
\$350 Reedley River City Theatre Company  
\$350 Reedley Senior Commission, Inc (RSCI)  
\$350 Reedley High School Pirate Band Boosters  
\$350 Reedley Little League  
\$350 Reedley Parks and Recreation Foundation  
Motion carried.

6. YOUTH REPRESENTATIVE'S REPORTS

- A. Roman Ramos – Ramos has been busy playing water polo. Band is coming to a close, the last band event will be the electric parade in town. Ramos volunteered at the senior prom, as well as the annual Fiesta run.
- B. Leo Rojas – Rojas volunteered at the senior prom. Rojas has been busy with band as well as applying to UC and CSU colleges.

7. STAFF REPORT

Madison Mitchell, Recreation Supervisor –  
Mitchell shared there is a Christmas camp being offered beginning December 19 through January 6. The annual Toys for Tots event will be drive thru again this year, the gifts will be wrapped and passed out December 20. Touching family funded by Sunrise Rise Kiwanis will happen this year. There are four schools the City works with, a family who is in the most need from each school is selected who will receive clothing, food, household items and toys. Mitchell also updated the Commission on the senior programs being offered in the upcoming month. There will be a Christmas luncheon on December 13, Mainstreet Cafe will be catering. The High School Magicals will be the entertainment.

Sarah Reid, Community Service Director –  
Reid shared the rubber surfaces at the Sports Park and Citizens Park are complete.

8. COMMISSIONER COMMENTS

Commissioner M. Rodriguez stated Citizens Park rubber surface looks very nice. Commissioner A. Rodriguez shares Citizen Park rubber surface looks great! A. Rodriguez attended the Halloween event, and was very impressed by all the different activities taking place at once, while being well organized. Commissioner Penner stated with the Commission there will be a survey related to the upcoming project on the parkway for the public to contribute to this specific project, once this is available Penner will share this with the Commission. Lastly

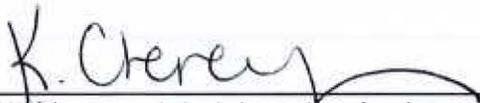
Minutes  
**COMMUNITY SERVICES COMMISSION**  
**Thursday, December 1, 2022**

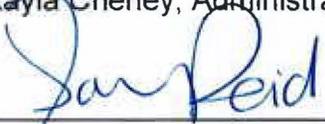
Commissioner Penner shared beginning in June of 2023 Penner plans to move to Oregon. Penner's time will come to an end sometime in 2023, which will leave an open spot on the Community Services Commission.

9. **ADJOURNMENT**

As there was no further business to discuss, the meeting was adjourned at 5:50p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Kayla Cheney, Administrative Assistant

  
\_\_\_\_\_  
Sarah Reid, Community Services Director

  
\_\_\_\_\_  
Stephen Penner, Chairperson

# STRATEGIC CAPITAL PLANNING WORKSHOP

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MARCH 14, 2023



# STRATEGIC PLANNING FOCUS

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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

# PROJECTS FOR 2023-24 BUDGET

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- ❖ Ongoing: Identify funding for land acquisition, deferred maintenance and future facilities
- ❖ Parkway maintenance & additional lighting
- ❖ Stormwater Basins required for all new developments
- ❖ Pilot Solar Streetlight project
- ❖ Future City Hall Planning

# PROJECTS FOR 2023-24 BUDGET

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- ❖ Review design for CVTC corporation yard for revisions
- ❖ Community Center Floor Repairs
- ❖ Sports Complex Lighted Soccer Field
  - Ongoing maintenance costs
- ❖ Opera House immediate repairs
- ❖ Ongoing: Use Measure B funding of streets projects as a force multiplier

# PROJECTS FOR FIVE YEAR CAPITAL IMPROVEMENT PLAN

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- ❖ Acquire 10-15 acres for future park, stormwater basin and fire station
- ❖ Back-up generator for Community Center
- ❖ 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
- ❖ Sports Complex Future Phases

# LONG TERM PROJECTS

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

# MAJOR THEMES

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- ❖ 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

# NEXT STEPS

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- ❖ Incorporate near-term projects into the 2023-2024 budget
  - ❖ Limited resources [time, money & people]
- ❖ Incorporate mid-range projects into the 2023-2024 Five Year Capital Improvement Plan
- ❖ Continue discussion on long term projects as opportunities arise