



AGENDA SELMA CITY COUNCIL MEETING TUESDAY

**September 15, 2026
5:30 p.m. Special Meeting
6:00 p.m. Regular Meeting**

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

Teleconference Phone Number: +1 301 715 8592
Webinar ID: 891 6864 5005 <https://zoom.us/j/89168645005>

*WHEN ON THE PHONE, IF YOU WISH TO ADDRESS COUNCIL DURING THE PUBLIC COMMENT PORTION OF THE AGENDA, PRESS *9 TO "RAISE HAND" AND WE WILL SELECT YOU FROM THE MEETING CUE. PRESS *6 TO UNMUTE AND MUTE YOURSELF.*

Notice to Meeting Attendees: Members of the audience shall not engage in disorderly or boisterous conduct including the utterance of threatening or abusive language or other acts which disturb, disrupt or impede or otherwise render the orderly conduct of a City Council meeting infeasible.

5:30 P.M. SPECIAL MEETING

CALL TO ORDER

ROLL CALL: Council Members Avalos, Ocegüera, Trujillo, Mayor Pro Tem Guerra, and Mayor Robertson

POTENTIAL CONFLICTS OF INTEREST: Any council member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter.

AGENDA CHANGES OR DELETIONS: To better accommodate members of the public or inconvenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code Section 54954.2 (b).

ORAL COMMUNICATIONS

NOTICE(S) TO THE PUBLIC: At this time, any member of the public may address the City Council regarding any item on the regular meeting agenda over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public should limit their remarks to three (3) minutes.

CONVENE TO CLOSED SESSION

This item has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(4). The City Attorney will provide an oral report regarding the Closed Session.

1. Pending Litigation Pursuant to Government Code Section 54957
- Highland Rose LP v. City of Selma, FCSCT No. 25CECG00503

ADJOURNMENT OUT OF CLOSED SESSION

RECONVENE TO OPEN SESSION

CITY ATTORNEY REPORT

After any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by Section 54957.1 of action taken in the closed session.

6:00 P.M. REGULAR MEETING

CALL TO ORDER

INVOCATION: Pastor Chad Fagundes

PLEDGE OF ALLEGIANCE: Council Member Trujillo

ROLL CALL: Council Members Avalos, Ocegüera, Trujillo, Mayor Pro Tem Guerra, and Mayor Robertson

POTENTIAL CONFLICTS OF INTEREST: Any council member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter.

AGENDA CHANGES OR DELETIONS: To better accommodate members of the public or inconvenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code Section 54954.2 (b).

ORAL COMMUNICATIONS

NOTICE(S) TO THE PUBLIC: At this time, any member of the public may address the City Council regarding any item on the regular meeting agenda over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public should limit their remarks to three (3) minutes.

1 - SPECIAL PRESENTATIONS

No Special Presentations

2 - CONSENT CALENDAR

All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE. For purposes of discussion, any Council member may have an item removed from the consent calendar and made part of the regular agenda. The council can then approve the remainder of the consent calendar.

- 2-1 Approval – Meeting Minutes – Regular Meeting dated September 1, 2026 and Fallert
 Special Meeting September 8, 2026

2-2	Approval - Check Register Dated 08/19/26 Check Numbers 90403 to 90503	Moreno
2-3	Action item – Adopt Resolution 2026-96 awarding a construction contract to R.J. Berry Jr., Inc. for the Selma FY 24-25 Street Rehabilitation, and Consideration of Resolution 2026-97 Amending the FY 26-27 Budget for the Specific Capital Improvement Projects	Horn
2-4	Action item – Adopt Resolution 2026-98 authorizing and filing the City of Selma Transportation Development Act (TDA) Funding Claim for Fiscal Year 2026-2027, in accordance with the Fresno Council of Governments (Fresno COG) Policy Board's approval of TDA funds apportionment and claims process	Moreno
2-5	Receive and file the City of Selma Cash and Investment Report-Q4 Fiscal Year 2025-26	Moreno
2-6	Action item – Adopt Resolution 2026-99 approving the California Arts Council Arts and Youth Grant (AAY-26-30588)	Fletcher
2-7	Action item – Adopt Resolution 2026-100 Approving the California Arts Councils General Operating Support Grant (GEN-26-30573)	Fletcher
2-8	Action Item – Adopt Resolution 2026-101 Authorizing the Special Event Fee Waiver- Soup & Bread Festival	Fletcher
2-9	Action Item – Adopt Resolution 2026-102 Approving a Nonemergent Transportation Services Agreement between the City of Selma and Hanford Community Hospital dba Adventist Health Hanford, Hanford Community Hospital dba Adventist Health Selma, and Authorization for the City Manager or Designee to Execute All Necessary Associated Documents	Webster
2-10	Action Item – Adopt Resolution 2026-103 Approving the Purchase and Installation of an Automated External Defibrillator (AED) at the Selma Senior Center, Authorization for CPR/AED Training for SPARKS Staff and Authorizing the City Manager or Designee to Execute All Necessary Associated Documents	Webster
2-11	Action Item – Adopt Resolution 2026-104 Approving Amendment VII to the Agreement for Contracted Services Between the Fresno County Rural Transit Agency and the City of Selma	Rogers
2-12	Action Item – Adopt Resolution 2026-105 authorizing the appointment of the City Manager and Deputy City Manager as Plan Sponsor for Mission Square Retirement 457 Employee Defined Contribution Retirement Plan	Fallert
2-13	Action Item – Adopt Resolution 2026-106 Authorizing the City Manager, or His Designee, to Execute a Shared Use Agreement with Walmart for the Placement of a Solar Canopy Structure Over a City Storm Drain Line	Honn

3 - DEPARTMENTAL REPORTS

City staff and contract employees present will be recorded in the minutes.

4 – PUBLIC HEARING

4-1	Consideration and Necessary Action on Resolution of Necessity 2026-95, Declaring the Public Interest and Necessity Require Identified Real Property to be Taken or Acquired by the City of Selma for a Public Use and Purpose.	Costanzo
-----	--	----------

5 – REGULAR BUSINESS

5-1	Adopt Resolution 2026-107 Approving a Professional Services Agreement between Vitalvoice.ai Inc. and the City of Selma for Real-Time Language Interpretation, Transcription, and AI-Assisted Communication Services for the Selma Fire Department EMS Operations Division, and Authorization for	Webster
-----	--	---------

the City Manager or Designee to Execute All Necessary Associated Documents

6 - FUTURE AGENDA ITEMS

Council requests for future agenda items. Not subject to public comment. Items require a consensus.

7 - COUNCIL REPORTS / COUNCIL COMMITTEE REPORTS

Brief report by Council members on City related functions as authorized by the Brown Act.

ORAL COMMUNICATIONS

NOTICE(S) TO THE PUBLIC: At this time, any member of the public may address the City Council regarding any item on the regular meeting agenda over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public should limit their remarks to three (3) minutes.

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, October 6, 2026
- City Council Regular Meeting, Tuesday, October 20, 2026
- City Council Regular Meeting, Tuesday, November 3, 2026

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the Council Chambers, 1710 Tucker Street. The City of Selma complies with the Americans with Disabilities Act (ADA of 1990) and Government Code Section 54953(g), and the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can also be found on the City's website here. Please contact the City Clerk's Office, (559) 891-2200, to make an accommodation request, or to obtain an electronic or printed copy of the policy.

PUBLIC NOTIFICATION

I, Margee Fallert, Deputy City Manager for the City of Selma, declare under penalty of perjury that I posted the above Regular City Council Agenda for the meeting of September 15, 2026, near the front entrance of City Hall located at 1710 Tucker Street, Selma, CA and on the City's website www.cityofselma.com on September 11, 2026.

//s//

Margee Fallert
Deputy City Manager

This Page Left Blank Intentionally

2-1

Approval Meeting Minutes

Meeting Minutes
Special Meeting of the Selma City Council
September 1, 2026

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

CALL TO ORDER: The Special Meeting of the Selma City Council was called to order by Mayor Robertson at 5:00 p.m.

ROLL CALL: Council Members Avalos, Ocegüera, Trujillo, Mayor Pro Tem Guerra, and Mayor Robertson

POTENTIAL CONFLICTS OF INTEREST: None

AGENDA CHANGES OR DELETIONS: None

ORAL COMMUNICATIONS: None

CONVENE TO CLOSED SESSION: 5:03 p.m.

1. Pending Litigation Pursuant to Government Code Section 54957
- Highland Rose LP v. City of Selma, FCSCT No. 25CECG00503
2. Conference with Labor Negotiators, Pursuant to Government Code §54957.6 Agency Designated Representative: Margee Fallert, Deputy City Manager
Employee Organizations:
 - International Association of Firefighters Local 3716
 - Fire Middle Management Employees
 - California League of City Employees Association (CLOCEA) Middle Management Employees
3. Public Employment Pursuant to Government Code Section 54957
- Title: Chief of Police and Fire Chief.

RECONVENE TO OPEN SESSION: 5:50 p.m.

CITY ATTORNEY REPORT: None

ADJORNMENT: 5:51 p.m.

Approved the 15th day of September 2026.

APPROVED:

Scott Robertson,
Mayor

ATTEST:

Miriam Cruz
Interim City Clerk

Meeting Minutes
Regular Meeting of the Selma City Council
September 1, 2026

CALL TO ORDER: Mayor Robertson called the meeting to order at 6:00 p.m.

INVOCATION: Chaplain Gilbert Barr-Dixon

PLEDGE OF ALLEGIANCE: Council Member Ocegüera

ROLL CALL: Council Members Avalos, Ocegüera, Trujillo, Mayor Pro Tem Guerra, and Mayor Robertson

STAFF PRESENT: City Manager, Rogers, City Attorney, Constanzo, Deputy City Manager, Fallert, Finance Director, Moreno, Interim City Clerk, Cruz, Police Commander, Garcia, Fire Chief, Webster, Public Works Director, Honn, Community Development Director, Mtunga, Public Information Director, Moreno, Engineering Staff Horn and Community Services Director, Fletcher.

POTENTIAL CONFLICTS OF INTEREST: None

AGENDA CHANGES OR DELETIONS: None

ORAL COMMUNICATIONS: David Gill spoke about the underground PG&E lines for Starbucks on 2nd street. Teresa Salas spoke about the Brentlinger bathrooms not being clean and would like to see if the property that the city owns if we could build a community center there. Rose Robertson talked about how in the City of Selma it used to be 60 days before signs could be put out. Bryan Ramirez spoke about signs in the windows. Vanessa Mares spoke about chronic drug use in the teens.

1 - SPECIAL PRESENTATIONS

No Special Presentations

2 - CONSENT CALENDAR

All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE. For purposes of discussion, any Council member may have an item removed from the consent calendar and made part of the regular agenda. The council can then approve the remainder of the consent calendar.

- 2-1 Approval – Meeting Minutes – Regular Meeting dated August 18, 2026
- 2-2 Approval - Check Register Dated 08/06/26 Check Numbers 90315 to 90402 and the July 2026 CalCard Transactions
- 2-3 Action item – Adopt Resolution 2026-88 authorizing Workers Compensation Coverage for Off-Duty Peace Officers Injured Out of State

- 2-4 Action item – Adopt Resolution 2026-89 authorizing a Side Letter Agreement between the City of Selma and the Selma Police Officers Association Regarding Educational Incentive Pay language changes.
- 2-5 Action item – Adopt Resolution 2026-90 authorizing a Side Letter Agreement between the City of Selma and the Selma Police Middle Management Employees Regarding Educational Incentive Pay language changes.
- 2-6 Action item – Adopt Resolution 2026-91 awarding a contract to Dave Christian Construction Co., for the Merced-Stillman-Tulare Alley Improvements and authorize the City Manager to execute the contract documents.
- 2-7 Action Item – Adopt Resolution 2026-92 adopting a user fee schedule for American Heart Association Emergency Cardiovascular Care Training Courses Offered by the Selma Fire Department and Authorize the City Manager to Execute All Necessary Associated Documents.
- 2-8 Action Item – Adopt Resolution 2026-93 Authorizing Acceptance of a California Office of Traffic Safety (OTS) grant and authorize the City Manager to execute all necessary documents.

Moved by: Ocegura **Second by:** Guerra **Motion Carried** 5-0
All consent calendar items approved on one motion

3 - DEPARTMENTAL REPORTS

City staff and contract employees present will be recorded in the minutes.

4 – PUBLIC HEARING

No Public Hearings

5 – REGULAR BUSINESS

- 5-1 Adopt Resolution 2026-94 for Award of On-Call Grant Writing and Procurement Services Agreements to Townsend Public Affairs, Inc., Blais & Associates, LLC (B&A Grant Services), and Interwest Consulting Group, Inc.

Moved by: Avalos **Second by:** Ocegura **Motion Carried** 5-0

6 - FUTURE AGENDA ITEMS

Council requests for future agenda items. Not subject to public comment. Items require a consensus.

- 1. Trujillo – No Items
- 2. Avalos – Would like to revisit how items are named after people. Would like to name the Arts Center after Mike Durham and a park after Dennis Lujan.
- 3. Ocegura – Wants Thompson Park to be named after Dennis Lujan, wants the fire department requirements for events
- 4. Guerra – Want an update on the Casitas, Marketplace and country rose estates.
- 5. Robertson – General Plan Zoning Amendment
- 6. Rogers – Requested that the council consider a youth council representative program

7 - COUNCIL REPORTS / COUNCIL COMMITTEE REPORTS

Brief report by Council members on City related functions as authorized by the Brown Act.

ORAL COMMUNICATIONS

ADJOURNMENT: 7:22 p.m.

Approved the 15th day of September 2026.

APPROVED:

Scott Robertson,
Mayor

ATTEST:

Miriam Cruz
Interim City Clerk

Meeting Minutes
Special Meeting of the Selma City Council
September 8, 2026

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

CALL TO ORDER: Mayor Robertson called the meeting to order at 6:00 p.m.

ROLL CALL: Council Members Avalos, Ocegüera, Trujillo, Mayor Pro Tem Guerra, and Mayor Robertson

STAFF PRESENT: City Manager, Rogers, City Attorney, Constanzo, Deputy City Manager, Fallert, City Engineer Horn, Interim City Clerk, Cruz

ORAL COMMUNICATIONS

NOTICE(S) TO THE PUBLIC: At this time, any member of the public may address the City Council regarding any item on the regular meeting agenda over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public should limit their remarks to three (3) minutes.

1 - SPECIAL PRESENTATIONS

No Special Presentations

2 - CONSENT CALENDAR

No Consent Items

3 - DEPARTMENTAL REPORTS

No Department Reports

4 – PUBLIC HEARING

- 4-1 Consideration and Necessary Action on Resolution of Necessity Declaring the Public Interest and Necessity Require the Taking or Acquisition of Identified Real Property for a Municipal Improvement Project (Intersection Safety Improvements at Mcall and Dinuba)

Public Hearing started at 6:03pm

Numerous property owners spoke at the public hearing. When all property owners present were done the City Attorney made a recommendation to the council to continue the hearing to the September 15, 2026 regular City Council meeting.

Moved by: Avalos **Second by:** Guerra **Motion Carried** 5-0
The motion and second were to continue the hearing until September 15, 2026

5 – REGULAR BUSINESS

No Regular Business

6 - FUTURE AGENDA ITEMS

Council requests for future agenda items. Not subject to public comment. Items require a consensus.

7 - COUNCIL REPORTS / COUNCIL COMMITTEE REPORTS

Brief report by Council members on City related functions as authorized by the Brown Act.

ORAL COMMUNICATIONS

NOTICE(S) TO THE PUBLIC: At this time, any member of the public may address the City Council regarding any item on the regular meeting agenda over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public should limit their remarks to three (3) minutes.

ADJOURNMENT: 6:36 p.m.

Approved the 15th day of September 2026.

APPROVED:

Scott Robertson,
Mayor

ATTEST:

Mirium Cruz
Interim City Clerk

This Page Left Blank Intentionally

2-2

Approval Check Register

Check Register Report

Check Number	Check Date	Vendor Name	Check Description	Category	Amount
90455	08/19/2026	Juana Gonzalez	AD-Class B License Reimbursement		58.00
90463	08/19/2026	Matthew R. Cochran	BD-2025 ICC Code Council Membership		440.00
90480	08/19/2026	Rod Carsey	BD-Plan Checks July 2026		2,387.78
90441	08/19/2026	Fred Barker	CS-Co Ed Softball 07/07/26-08/13/26		1,760.00
90444	08/19/2026	Fresno Humane Animal Services	CS-DAPP & Parvo Test Box		392.82
90417	08/19/2026	Boys & Girls Club of Fresno County	CS-Grant Funding for 26-27	G	31,000.00
90415	08/19/2026	Beyonce Rodriguez-Fabela	CS-Lighting Design		300.00
90443	08/19/2026	Fresno Economic Opportunities Commission	CS-Meals July 2026		4,637.38
90491	08/19/2026	TheaterMania.com, Inc.	CS-Monthly Subscription Fees 08/01/26-08/31/26		248.00
90487	08/19/2026	Team Selma Wrestling	CS-Pioneer Village Event Cancellation		229.00
90435	08/19/2026	Editor, LLC	CS-SAC Grease 2026 Media		640.00
90481	08/19/2026	Rosa Betancourt	CS-Selma Live Band Fees 09/04/06		1,500.00
90405	08/19/2026	Adrian Ocegueda	CS-Sound Engineering for Selma Live 09/04/26		1,000.00
90484	08/19/2026	South County Veterinary Hospital	CS-Veterinary Services		2,248.49
90472	08/19/2026	PG&E	EN-2539 Huntsman Ave New Service		3,000.00
90403	08/19/2026	4Creeks, Inc.	EN-Amberwood Subdivision Services through 06/28/26	Partial R	1,127.50
90471	08/19/2026	PG&E	EN-Huntsman Ave Temporary Service		1,200.00
90427	08/19/2026	Column Software PBC	EN-Notice to Bid Rose & Mitchell Bike Routes, Notice to		1,711.53
90464	08/19/2026	Mercedes Benz of Fresno	FD-Amb 551 Tensioner Belt Replaced, Amb 552 A & B		4,551.94
90500	08/19/2026	Vincent Communications, Inc.	FD-Amb 555 Radio Repair		11,308.02
90437	08/19/2026	Enterprise FM Trust	FD-Chief 110 Vehicle Purchase		450.48
90461	08/19/2026	Liberty Chevrolet	FD-Command Vehicle BC110		69,672.61
90419	08/19/2026	California Water Service	FD-EMS Facility Project Deposit		25,000.00
90450	08/19/2026	Imagetrend, Inc.	FD-EPCR Software 06/01/26-06/30/26		471.04
90458	08/19/2026	L.N. Curtis & Sons	FD-Medic Pack, Scene Light, Gas Monitors, Training Manikins		5,798.98
90416	08/19/2026	Bound Tree Medical, LLC	FD-Medical Supplies		6,524.39
90462	08/19/2026	Life-Assist, Inc.	FD-Medical Supplies		989.20
90488	08/19/2026	Teleflex, LLC	FD-Medical Supplies		1,198.59
90445	08/19/2026	Gerald Reeser	FD-Paramedic Recertification Reimbursement		48.00
90414	08/19/2026	Bauer Compressor, Inc.	FD-SCBA Replacement Parts		509.84
90440	08/19/2026	Fire Apparatus Solutions	FD-T111 Suspension Air Bag Replacement		977.33
90452	08/19/2026	Jack's Refrigeration	FI-Business Lic Overpayment Reimbursement		90.00
90495-	08/19/2026	U.S. Bank Equipment Finance	FI-Copy Machine Leases 07/20/26-08/20/26		2,923.12
90406	08/19/2026	Airgas USA, LLC	FI-CVTC Oxygen Supplies	R	33.74
90430	08/19/2026	Crown Services Co.	FI-CVTC Weekly Portable Toilet/Sink	R	351.40
90412	08/19/2026	AT&T	FI-PD Emergency Call Recording 07/23/26-08/22/26		474.37
90413	08/19/2026	Banner Pest Control, Inc.	FI-Pest Control July 2026		721.00
90477	08/19/2026	Price Paige & Company	FI-Professional Services June 2026		2,963.00
90428	08/19/2026	Corelogic Solutions, LLC	FI-Realquest Monthly Services 06/01/26-06/30/26		481.25
90499	08/19/2026	Valley Shredding, LLC	FI-Shredding Service for City Hall		69.00
90411	08/19/2026	AT&T	FI-Telephone 07/04/06-08/03/26		1,750.06
90409	08/19/2026	AT&T	FI-Telephone 07/04/26-08/03/26		116.77
90410	08/19/2026	AT&T	FI-Telephone 07/04/26-08/03/26		111.64
90473	08/19/2026	PG&E	FI-Utilities July 2026		7,726.06
90503	08/20/2026	PG&E	FI-Utilities July 2026		20,281.34
90482	08/19/2026	Sase Company, Inc	FL-72/100 Drum Unit #4633 Sidewalk Grinder		776.69
90438	08/19/2026	Fahrney Ford	FL-Auto Parts		2,606.74
90466	08/19/2026	Napa Auto Parts	FL-Auto Parts		1,952.35
90456	08/19/2026	Kimball Midwest	FL-Deodorizer & Holders		230.65
90483	08/19/2026	Selma Chrysler DJR	FL-Hose Fuel		290.40
90489	08/19/2026	The Mower's Edge, Inc.	FL-Mower Parts		725.37
90490	08/19/2026	The Selma Barn, LLC	FL-Repairs to Small Tools		81.00
90470	08/19/2026	O'Reilly Auto Parts	FL-Restoration Kit		24.83
90434	08/19/2026	East Bay Tire Co.	FL-Tires		941.15
90420	08/19/2026	Camacho Tires and Wheels	FL-Tires Unit #3209		215.00
90459	08/19/2026	Les Schwab	FL-Wheel Alignment Unit #189		134.99
90475	08/19/2026	Pipkin Detective Agency, Inc.	HR-Employment Background		891.00
90429	08/19/2026	Costanzo & Associates	HR-Legal Services February 2026		17,083.00
90431	08/19/2026	Data Path, Inc.	HR-Monthly Billing August 2026 & Microsoft 365		16,829.38
90451	08/19/2026	Insurance and Benefits Trust of PORAC	HR-Police Employees Life Insurance Premiums Sept		570.00

Check Register Report					
Check Number	Check Date	Vendor Name	Check Description	Category	Amount
90457	08/19/2026	Kings Industrial Occupational Medical Center, Inc.	HR-Pre Employment Physicals & Drug Tests		1,190.00
90453	08/19/2026	Jeff Kestly	HR-Retiree Medical Premium July 2026		226.20
90497	08/19/2026	Uniquely Yours	HR-Shirts for Staff		169.61
90447	08/19/2026	Healthwise Services, LLC	PD-38 Gallon Pharm Kiosk		369.76
90421	08/19/2026	Carlos Romero	PD-Cert. Gang Enf Off. Training Per Diem (Re-issued Ck)		30.00
90433	08/19/2026	Dooley Enterprises, Inc.	PD-Full Metal Jacket		2,864.73
90498	08/19/2026	Unity IT	PD-Huntress Managed Services 07/01/26-07/31/26		4,829.00
90460	08/19/2026	Lexipol, LLC	PD-Inventory Management System 07/01/26-06/30/27, FD-Annual Fire Supplemental Manual		1,715.01
90494	08/19/2026	TransUnion Risk and Alternative Data Solutions, Inc.	PD-Investigative Software 07/01/26-07/31/26		301.50
90468-	08/19/2026	ODP Business Solutions, LLC	PD-Office Supplies		1,032.87
90442	08/19/2026	Fresno County Sheriff	PD-RMS/JMS/CAD Access Fees July 2026		491.70
90493	08/19/2026	Top Dog Training Center	PD-Service Maintenance Training 07/25/26		90.00
90465	08/19/2026	Metro Uniform	PD-Tactical Armor		2,814.82
90408	08/19/2026	Andrew Guzman	PD-Training Seminar Per Diem 08/13/25 (Re-issued Ck)		15.00
90478	08/19/2026	Quad Knopf, Inc.	PL-Community Development Support Services		14,432.00
90407	08/19/2026	Alta Planning + Design, Inc.	PL-Downtown Design Services through July 24, 2026		2,105.00
90476	08/19/2026	Precision Civil Engineering, Inc.	PL-Interim Community Development Director, Review		20,578.75
90502	08/19/2026	Wilson Fire Sprinkler Co., Inc.	PW-Annual Fire Sprinkler Inspection		2,750.00
90439	08/19/2026	Fedor Plumbing	PW-Backflow Testing		210.00
90479	08/19/2026	Quinn Company	PW-Boom Truck Rental 07/21/26-07/22/26		820.94
90467	08/19/2026	Nelson's Ace Hardware	PW-Buildings, Parks, Streets Supplies		228.39
90474	08/19/2026	Pierce Crane Inc	PW-Crane Rental for Senior Center Generator		1,017.75
90492	08/19/2026	Tifco Industries	PW-Drill Screws & Blades		72.94
90454	08/19/2026	Johnstone Supply	PW-HVAC Filters		370.56
90418	08/19/2026	Brady Industries	PW-Janitorial Supplies		1,287.87
90436	08/19/2026	Employ America	PW-Parks Maintenance/Litter Abatement July 2026		1,277.10
90446	08/19/2026	Haaker Equipment Company	PW-Repairs to Vactor 2112PD		2,558.45
90404	08/19/2026	A&S Pump Service	PW-Replaced Pioneer Village Pump Pressure Switch		325.02
90485	08/19/2026	State of California Department of Transportation	PW-Signals & Lighting April-June 2026		4,601.99
90432	08/19/2026	Dave Turney & Associates, LLC	PW-Staff Forklift Training 07/30/26		1,900.00
90448-	08/19/2026	Home Depot	PW-Supplies & Tools 06/12/26-07/10/26		6,304.24
90501	08/19/2026	White Cap, L.P.	PW-Surveyor Vest		4,733.52
90422-	08/19/2026	Cintas Corp	PW-Uniform/First Aid/Linen Service		4,718.37
90486	08/19/2026	T&T Pavement Markings and Products, Inc.	PW-Yellow Thermoplastic Paint		2,820.35
TOTAL					352,079.66

Wire Payments					
08/19/26	Selma Business Park	FI-CVTC Utilities 06/13/26-07/22/26	R		4,028.57
TOTAL					4,028.57

ACH					
08/12/26	Blue Shield	HR-Medical			10,341.59
08/12/26	Delta Dental	HR-Dental			2,047.70
08/13/26	BCI Holdings	HR-Healthnow Claims			6,693.98
08/17/26	Navitas	FI-Phone System			2,162.67
TOTAL					21,245.94

Check Register Report

Check Number	Check Date	Vendor Name	Check Description	Category	Amount
--------------	------------	-------------	-------------------	----------	--------

Department Legend:

AD	Administration
AS	Animal Services
BD	Building
CC	City Clerk
CE	Code Enforcement
CM	City Manager
CS	Community Services
DS	Development Services
ED	Economic Development
EN	Engineering
FD	Fire Department
FI	Finance
FL	Fleet
HR	Human Resources
IT	Information Technology
PD	Police Department
PL	Planning
PR	Payroll
PW	Public Works
RM	Risk Management

Category Legend:

B	Bond
G	Grant
R	Reimbursement

This Page Left Blank Intentionally

2-3

Adopt Resolution 2026-96 awarding a construction contract to R.J. Berry Jr., Inc. for the Selma FY 24-25 Street Rehabilitation, and Consideration of Resolution 2026-97 Amending the FY 26-27 Budget for the Specific Capital Improvement Projects

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Consideration of a Resolution 2026-96 awarding a construction contract to R.J. Berry Jr., Inc. for the Selma FY 24-25 Street Rehabilitation, and Consideration of Resolution 2026-97 Amending the FY 26-27 Budget for the Specific Capital Improvement Projects.

SUBMITTED: David Horn, City Engineer

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Approve Resolution 2026-96 awarding a construction contract to R.J. Berry Jr., Inc. for the Selma FY 24-25 Street Rehabilitation Project in the amount of \$1,467,631.55; approving a 10% construction contingency for potential change orders in the amount of \$146,763; and authorizing the City Manager to execute the contract documents on behalf of the City.

Approve Resolution 2026-97 Amending the FY 26-27 Budget for prior year budgeted funds for Capital Improvement Projects.

BACKGROUND:

The Selma FY 24-25 Street Rehabilitation ("Project") was developed to rehabilitate deteriorated pavement and complete related concrete and drainage improvements at various locations within the City of Selma.

Plans, specifications, and cost estimates for the Project were prepared by Yamabe & Horn Engineering. In accordance with the City's purchasing policies and applicable public contracting requirements, the Project was publicly advertised for bids.

On August 27, 2026, the City conducted a public bid opening for the Project. Eight sealed bids were received and publicly opened. The bid results are summarized below:

<u>Contractor</u>	<u>Base Bid</u>
R.J. Berry Jr., Inc.	\$1,467,631.55
Dave Christian Construction Co., Inc.	\$1,493,996.59
Don Berry Construction Inc.	\$1,549,764.96
Walsh Montgomery Construction, Inc.	\$1,648,024.60
Avison Construction, Inc.	\$1,723,731.00
Terra West Construction, Inc.	\$1,818,251.98
Central Valley Asphalt	\$1,826,400.00
Dawson-Mauldin, LLC	\$2,048,810.25

DISCUSSION:

The Project generally consists of clearing and grubbing; roadway excavation; asphalt concrete grinding; pavement reinforcing mat; hot mix asphalt paving; aggregate base; fog seal; concrete sidewalk, curb and gutter, alley approaches, valley gutters, and curb ramps; adjustment or replacement of storm drain and sanitary sewer facilities; traffic signs; pavement striping and markings; and other appurtenant work necessary to complete the improvements.

The Engineer's Estimate for construction was \$1,700,000.00. The apparent low bid of \$1,467,631.55 is \$232,368.45, or approximately 13.7 percent, below the Engineer's Estimate.

Staff and the City Engineer reviewed the bid proposal and determined that R.J. Berry Jr., Inc. submitted the lowest responsive and responsible bid. Staff recommends awarding the contract in the amount of \$1,467,631.55, subject to timely submission of the required bonds and contract documents.

With the recommended 10% construction contingency of \$146,763.16, the total authorized construction amount would be \$1,614,394.55.

FISCAL IMPACT:

In Prior Year Budgets, the Council budgeted funds for the specific CIP Projects included in this Project. The prior year budgeted construction costs for the Project are outlined in the table below.

Location	Source	Fund	Account No.	Budgeted Amount	
Park Street	LTF-ART. 8	2011	5500-701032	\$	350,000
Thompson Ave	LTF-ART. 8	2011	5500-701058	\$	444,400
Nebraska Ave	MEASURE -C	2013	4110-999996	\$	364,000
Mill Ditch Ave	RMRA	2006	4110-999997	\$	411,000
Huntsman Ave	MEASURE -C	2013	4110-999997	\$	425,600

The construction contract amount is \$1,467,631.55. Staff also recommends approval of a 10% construction contingency in the amount of \$146,763, and the Construction Management and Inspection services in the amount of \$220,000 bringing the total authorized construction amount to \$1,834,394.55 which is \$160,605.45 less than the total budgeted amount of \$1,995,000.

Project costs will be charged to the funding programmed and appropriated for this project.

Attachments:

☒ Resolution 2026-96
 2026-97

☐ Ordinance

☐ Map

☐ Agreement

☒ Other

List: Budget Amendment Form

RESOLUTION NO. 2026 – 96

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA,
AWARDING CONTRACT SELMA FY 24-25 STREET REHABILITATION**

WHEREAS, the plans, specifications, and cost estimates for the Selma FY 24-25 Street Rehabilitation were prepared by the Contract City Engineer, Yamabe & Horn Engineering, Inc., and approved by the City of Selma Public Works/Engineering; and

WHEREAS, the Project was publicly advertised for bids in accordance with applicable law and bids were received and opened on August 27, 2026; and

WHEREAS, R.J. Berry Jr., Inc. submitted the lowest responsive and responsible bid in the amount of \$1,467,631.55; and

WHEREAS, City staff and the City Engineer have reviewed the bid proposal and recommend award of the construction contract to R.J. Berry Jr., Inc; and

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

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

SECTION 2. The City Council hereby awards the construction contract for the Selma FY 24-25 Street Rehabilitation to R.J. Berry Jr., Inc. in the amount of One Million Four Hundred Sixty-Seven Thousand Six Hundred Thirty-One Dollars and Fifty-Five Cents (\$1,467,631.55).

SECTION 3. The City Council hereby approves a construction contingency for potential change orders in the amount of One Hundred Forty-Six Thousand Seven Hundred Sixty-Three Dollars (\$146,763.00) and Construction Management and Inspection services in the amount of Two Hundred Twenty Thousand Dollars (\$220,000.00), bringing the total authorized construction budget to \$1,834,394.55.

SECTION 4. The City Manager is hereby authorized to execute the construction contract and any associated contract documents necessary to implement this Resolution.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Scott Robertson,
Mayor

Miriam Cruz
Interim City Clerk

RESOLUTION NO. 2026-97

A RESOLUTION OF THE COUNCIL OF THE CITY OF SELMA APPROVING AND ADOPTING BUDGET AMENDMENTS FOR THE FY 24-25 STREET REHABILITATION PROJECT FOR FISCAL YEAR 2026/2027

WHEREAS, the FY 2026/2027 Annual Budget reflects the City of Selma's ongoing commitment to providing core services; and

WHEREAS, the FY 2026/2027 Annual Budget was approved by the City Council on June 16, 2026, by Resolution 2026-56, and any subsequent amendments must be approved by Resolution; and

WHEREAS, a budget amendment is necessary to align the expected expenses for the FY 24-25 Street Rehabilitation Project, and

WHEREAS, the budget amendment attached for the FY 24-25 Street Rehabilitation Project ("Project") requests the following amendments; Fund 2011-5500-701032 for \$350,000, Fund 2011-5500-701058 for \$444,400, Fund 2013-4110-999996 for \$364,000, Fund 2013-4110-999997 for \$425,600, and Fund 2006-4110-999997 for \$411,000; and

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

SECTION 1. The Selma City Council hereby resolves that the FY 2026/2027 budget be amended as described in Attachment hereto to provide the necessary funding to various funds.

SECTION 2. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 3. Effective Date. That the City Clerk shall certify the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Scott Robertson,
Mayor

Miriam Cruz,
Interim City Clerk



CITY OF SELMA

BUDGET AMENDMENT FORM

Date: 9/15/2026		Request By: City Engineer
Requesting Department: Engineering - CIP Project FY 24-25 Street Rehabilitation Project		

TYPE OF BUDGET AMENDMENT REQUEST:

☐ Appropriation Transfer within Budget Unit ☒ All other appropriations (Attach Council approved Staff Report)	☐ One Sided Journal Increase/Decrease ☐ Expenditure to Expenditure or Revenue to Revenue
---	---

REVENUES:

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget

EXPENSES:

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
2011-5500-701032	0	350,000	350,000
2011-5500-701058	0	444,400	444,400
2013-4110-999996	0	364,000	364,000
2013-4110-999997	0	425,600	425,600

JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

- Fund 2011-LTF Article 8-Street Projects, \$794,400: To adjust to actual prior-year carryover for Park Street and Thompson Ave projects, offset by funding received in prior years and held in LTF reserves
- Fund 2013-Meas C St Maint-Street Projects, \$789,600: To adjust to actual prior-year carryover for Nebraska Ave and Huntsman Ave projects, offset by funding received in prior years and held in Meas C reserves

APPROVALS:

Finance Director:	Date:
City Manager:	Date:
Entered By:	Date:
Approved By:	Date:



CITY OF SELMA
BUDGET AMENDMENT FORM

Date: 9/15/2026		Request By: City Engineer
Requesting Department: Engineering - CIP Project FY 24-25 Street Rehabilitation Project		

TYPE OF BUDGET AMENDMENT REQUEST:

☐ Appropriation Transfer within Budget Unit	☐ One Sided Journal Increase/Decrease
☒ All other appropriations (Attach Council approved Staff Report)	☐ Expenditure to Expenditure or Revenue to Revenue

REVENUES:

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget

EXPENSES:

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
2006-4110-999997	0	411,000	411,000

JUSTIFICATION FOR CHANGE/FUNDING SOURCE:

Fund 2006-RMRA-Street Projects, \$411,000: To adjust the budget for the actual prior-year carryover for Mill Ditch Ave projects, offset by funding received in prior years and held in RMRA reserves.

APPROVALS:

Finance Director:	Date:
City Manager:	Date:
Entered By:	Date:
Approved By:	Date:

This Page Left Blank Intentionally

2-4

Adopt Resolution 2026-98 authorizing
and filing the City of Selma
Transportation Development Act (TDA)
Funding Claim for Fiscal Year 2026-
2027, in accordance with the Fresno
Council of Governments (Fresno COG)
Policy Board's approval of TDA funds
apportionment and claims process

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Consideration of Resolution 2026-98 to authorize and file the City of Selma Transportation Development Act (TDA) Funding Claim for Fiscal Year 2026-2027, in accordance with the Fresno Council of Governments (Fresno COG) Policy Board's approval of TDA funds apportionment and claims process

SUBMITTED: Margarita Moreno, Finance Director/Treasurer

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

1. Authorize the Finance Director to sign and forward the Transportation Funding Claim form to the Fresno COG for Fiscal Year 2026-2027.
2. Adopt Resolution 2026- 98 to approve submission of the Fiscal Year 2026-2027 TDA Funding Claim.

DISCUSSION:

The Fresno COG has made its estimates of Local Transportation Funds (LTF) expected for Fiscal Year 2026-2027. It is estimated that the City of Selma may claim \$1,406,556.

There are three components to this TDA allocation: Bicycle and Pedestrian Facilities, Public Transportation, and Streets and Roads. Since the City contracts with Fresno County Rural Transit Authority (FCRTA) for public transit services, the Public Transportation funds are allocated directly to this organization. This year's allocation to FCRTA is estimated at \$221,560.

FISCAL IMPACT:

Revenue is allocated to Fund 2010 LTF Article 3 and Fund 2011 LTF Article 8.

Attachments:

- ☒ Resolution 2026 - 98
- ☐ Ordinance
- ☐ Map
- ☐ Agreement
- ☒ Other

List:

1. TDA documentation

RESOLUTION NO. 2026 – 98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, SUBMITTING A CLAIM FOR FISCAL YEAR 2026-2027 TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS, COINCIDING WITH THE FRESNO COUNCIL OF GOVERNMENTS (FRESNO COG) POLICY BOARD'S APPROVAL OF TDA FUNDS APPORTIONMENT CLAIMS PROCESS

WHEREAS, the City of Selma hereby submits a TDA Funding Claim for the Local Transportation Fund (LTF), and State Transit Assistance Fund (STA) of Fresno County continuing from Fiscal Year 2026-2027; and

WHEREAS, the Fresno COG has the authority to review claims and allocate such funds in accordance with the Transportation Development Act of 1971 and Chapter 3 of Title 21 of the California Administrative Code; and

WHEREAS, the Fresno COG encourages inter-jurisdictional coordination of transportation needs and increased coordination of transportation implementation plans; and

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

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

SECTION 2. The City Council hereby requests that the Fresno COG allocate the amounts approved by resolution by the Fresno COG Policy Board, from the LTF, and STA Fund to the City of Selma for Fiscal Year 2026-2027; and thereafter for the purposes allowed under Articles 3, 4.5, and 8 of the TDA Act of 1971, as identified in the attached claim and which is in accordance with the adopted Regional Transportation Plan.

SECTION 3. The City Council hereby requests that the City's total Transportation Fund Apportionment for Fiscal Year 2026-2027; and thereafter, in the amount approved by resolution by the Fresno COG Policy Board, be allocated from the LTF to the Fresno COG for the purpose of conducting Regional Transportation Planning.

SECTION 4. The City Council hereby requests that the City's total Transportation Fund Apportionment for Fiscal Year 2026-2027; and thereafter, in the amount approved by resolution by the Fresno COG Policy Board, be allocated to the Fresno County Rural Transit Agency for the purpose of conducting a transportation program consistent with the adopted Regional Transportation Plan.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Scott Robertson
Mayor

Miriam Cruz
Interim City Clerk

2026-27
COUNCIL OF FRESNO COUNTY GOVERNMENTS
LOCAL TRANSPORTATION FUND
APPORTIONMENT TO MEMBER AGENCIES
Final Estimate
05/01/26

2026-27 Estimate per Fresno County Auditor Controller	\$60,000,000
Less Administration	183,047
Gross Amount Available for Allocation	59,816,953

MEMBER	DOF		GROSS AMOUNT AVAILABLE	ART. 3	SHARE	RTP	NET FOR ARTICLES 4 & 8	ADD TO CTSAs ART. 4.5	NET ART.4, 4.5 & 8
	POPULATION 01/01/26	PERCENT		BIC. & PED.FAC. (2%)	TOWARD ART. 4.5 (5%)				
Clovis	129,889	12.47%	7,458,174	149,174	364,936	208,322	6,735,742	382,502	7,118,244
Coalinga	17,692	1.70%	1,015,926	20,319	49,766	28,375	917,466		917,466
Firebaugh	8,869	0.85%	508,965	10,186	24,628	14,225	459,926		459,926
Fowler	7,945	0.76%	455,546	9,125	21,669	12,743	412,009		412,009
Fresno City	560,948	53.85%	32,207,710	644,234	1,574,345	899,673	29,089,458		29,089,458
Huron	6,888	0.66%	395,746	7,911	19,592	11,047	357,196		357,196
Kerman	17,498	1.68%	1,005,125	20,096	49,559	28,064	907,406		907,406
Kingsburg	13,347	1.28%	766,427	15,329	37,547	21,407	692,144		692,144
Mendota	12,805	1.23%	735,203	14,706	35,922	20,537	664,038		664,038
Orange Cove	9,678	0.93%	555,979	11,115	27,463	15,522	501,879		501,879
Parlier	14,658	1.41%	841,876	16,834	41,403	23,509	760,130		760,130
Reedley	26,845	2.58%	1,541,193	30,831	75,188	43,055	1,392,119		1,392,119
Sanger	27,403	2.63%	1,572,893	31,472	76,415	43,950	1,421,056		1,421,056
San Joaquin	3,636	0.35%	208,890	4,176	10,327	5,832	188,555		188,555
Selma	24,484	2.35%	1,406,556	28,119	69,485	39,269	1,269,683		1,269,683
Fresno Co.	159,091	15.27%	9,140,744	182,712	452,786	255,157	8,250,089		8,250,089
FCRTA								833,006	833,006
FAX								1,715,523	1,715,523
TOTALS	1,041,676	100%	59,816,953	1,196,339	2,931,031	1,670,687	54,018,896	2,931,031	56,949,927
			59,816,953	1,196,339	2,931,031	1,670,687	54,018,896	**	

2026-27
FRESNO COUNCIL OF GOVERNMENTS
STATE TRANSIT ASSISTANCE FUND
APPORTIONMENT TO MEMBER AGENCIES
Final Estimate
05/01/26

PUC 99313 POPULATION 9,426,319
PUC 99314 OPERATOR 1,678,398

2026-27 Fund Estimate Per State Controller Methodology 11,104,717
This estimate is subject to change during the fiscal year.

MEMBER	DOF POPULATION 01/01/26	PERCENT	GROSS AMOUNT AVAILABLE	NET FOR 99314 OPERATOR	NET FOR 99313 POPULATION
Clovis	129,889	12.47%	1,286,940	111,550	1,175,390
Coalinga	17,692	1.70%	160,098		160,098
Firebaugh	8,869	0.85%	80,257		80,257
Fowler	7,945	0.76%	71,896		71,896
Fresno City	560,948	53.85%	6,524,812	1,448,690	5,076,122
Huron	6,888	0.66%	62,331		62,331
Kerman	17,498	1.68%	158,343		158,343
Kingsburg	13,347	1.28%	120,779		120,779
Mendota	12,805	1.23%	115,875		115,875
Orange Cove	9,678	0.93%	87,578		87,578
Parlier	14,658	1.41%	132,643		132,643
Reedley	26,845	2.58%	242,925		242,925
Sanger	27,403	2.63%	247,975		247,975
San Joaquin	3,636	0.35%	32,903		32,903
Selma	24,484	2.35%	221,560		221,560
Fresno Co.	159,091	15.27%	1,439,644		1,439,644
FCRTA			118,158	118,158	
FCEOC					
TOTALS	1,041,676	100.0%	11,104,717	1,678,398	9,426,319
			11,104,717	1,678,398	9,426,319

Enter Date: **9/15/2026**Claimant Name: **City of Selma****TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2026/27**

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

When completed, please print, sign and send signed original via mail to:

**Les Beshears, Director of Finance, Fresno Council of Governments, 2035 Tulare Street, Suite 201,
Fresno, CA 93721**

From: Applicant:	City of Selma
Address:	1710 Tucker St.
City/State/Zip:	Selma, CA 93662
Contact Phone/email:	Margarita Moreno, Finance Director (maggiem@cityofselma.com)

This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:

Local Transportation Fund

Apportionment:	\$ 1,406,556.00
Unexpended, Held by Claimant:	
Other Agency:	

State Transit Assistance Fund

Estimate:	\$ 221,560.00
Unexpended, Held in Trust:	\$ -

Other

Other:	
---------------	--

	TOTAL
	\$ 1,628,116.00

spell out total amount in above cell

for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.

Please print and sign after completing form

Authorized Signature:**Name/Title:****Margarita Moreno, Finance Director****Date:**

2035 Tulare St., Ste. 201 tel 559-233-4148
Fresno, California 93721 fax 559-233-9645

www.fresnocog.org

Enter Date: 9/15/2026

Claimant Name: City of Selma

TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2026/27

PURPOSE	AMOUNT	SUBTOTAL
1. Bicycle & Pedestrian Facilities:		
Article 3:	\$ 28,119.00	
Article 8a:		
Audit Exceptions (General Fund Payback);		
Unexpended Funds, Held by Claimant:		\$ 28,119.00
2. Regional Transportation Planning:	\$ 39,269.00	\$ 39,269.00
3. Public Transportation		
State Transit Assistance Funds (STA):	\$ -	
Other:		\$ -
4. Community Transit Service CTSA, Article 4.5:	\$ 69,485.00	\$ 69,485.00
5. Streets & Roads:		
Article 8a:	\$ 1,161,418.00	
Unexpended Funds, Held by Claimant:		\$ 1,161,418.00
6. To Be Claimed By:		
Fresno County Rural Transit Agency LTF:	\$ 108,265.00	
Fresno County Rural Transit Agency STA:	\$ 221,560.00	
Other:	\$ -	
		\$ 329,825.00
7. Reserve in Fund Pending Further Claiming		\$ -
GRAND TOTAL		\$ 1,628,116.00
Claim Total Must Agree With Total on First Page		\$ 1,628,116.00
Minus Non Transit Claims		\$ 438,579.00
GRAND TOTAL PAYABLE TO CLAIMANT		\$ 1,189,537.00

Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.

Enter Date: 9/15/2026

Claimant Name: City of Selma

BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2026/27

Two percent (2%) of the claimant's Local Transportation Fund apportionment must be spent on bicycle and pedestrian facilities (PUC 99233.3 and 99234); such claims are to be filed as Article 3. Claims for projects in excess of 2% may be filed as Article 8a (PUC 99400(a)). If other funding is to be used with Local Transportation Funds to implement projects, such funding should be shown on the claim form.

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction:	\$ 28,119.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
TOTAL PROJECT COSTS	\$ 28,119.00

STREETS AND ROADS CLAIM FOR FISCAL YEAR: 2025/26

Local Transportation Funds coming to claimants within Fresno County may be used for streets and roads improvements and maintenance pursuant to Article 8 (PUC 99400), but only after Fresno COG makes a finding that public transportation needs within the claimant's jurisdiction are reasonably met by satisfying the service requirements set forth by the Regional Transportation Plan (PUC 99401.5).

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Development, Construction & Maintenance Facilities throughout the claimant's jurisdiction:	\$ 1,161,418.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
TOTAL PROJECT COSTS	\$ 1,161,418.00

Enter Date: **9/15/2026**

Claimant Name: **City of Selma**

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2026/27

CHECK ALL THAT APPLY (Enter "X" in yellow box)

BICYCLE AND PEDESTRIAN FACILITIES

☒ **Article 3**

PUBLIC TRANSPORTATION

☒ **Article 4**

STREETS & ROADS

☒ **Article 8a**

STANDARD ASSURANCES FOR CLAIMANTS

CLAIMANT ASSURANCES: (initial yellow box all that apply)

- ☒ **A.** Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).
- ☒ **B.** Claimant certifies that it has submitted a State Controller Report to the RTPA and to the State Controller, pursuant to PUC 99243.

The undersigned hereby certifies that the above statements are true and correct.

Please print and sign after completing form

Authorized Signature: **Margarita Moreno, Finance Director**
Name/Title: **Margarita Moreno, Finance Director**
Date:

This Page Left Blank Intentionally

2-5

Receive and file the City of
Selma Cash and Investment
Report-Q4 Fiscal Year
2025-26

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Receive and file the City of Selma Cash and Investment Report-Q4
Fiscal Year 2025-26

SUBMITTED: Margarita Moreno, Finance Director/Treasurer

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Staff recommend that the City Council receive and file the Cash and Investment Report for the fourth quarter of Fiscal Year 2025-2026.

DISCUSSION:

The Cash and Investment Report provides a comprehensive summary of the City's cash and investment activities. For the fourth quarter of Fiscal Year 2025–2026, the City's investments have generated interest income totaling \$264,902.

Currently, the City's investments are held across the following financial institutions:

- U.S. Bank
- Umpqua Bank
- Local Agency Investment Fund (L.A.I.F.)

On May 6, 2025, the City Council adopted an updated Investment Policy, which mandates the preparation of the Cash and Investment Report on a quarterly basis. This update underscores the City's ongoing commitment to transparency, accountability, and compliance in managing public funds.

To ensure strong internal controls, any withdrawals by City staff from these institutions require dual approval, reinforcing the safeguarding of public assets.

FISCAL IMPACT:

Interest earned is allocated on a quarterly basis to various funds.

Attachments:

- ☐ Resolution
- ☐ Ordinance
- ☐ Map
- ☐ Agreement
- ☒ Other

List:

1. Cash & Investment Report



CITY OF SELMA

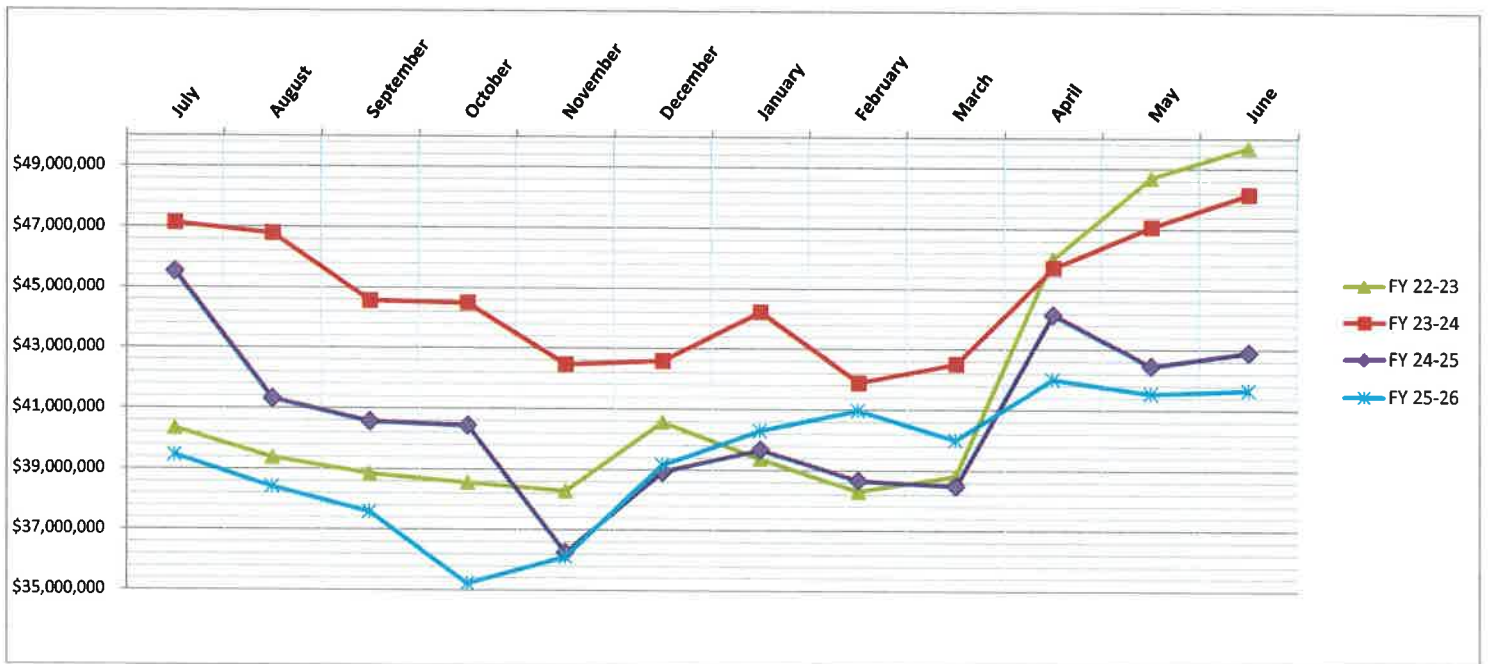
CASH & INVESTMENT REPORT

FOURTH QUARTER ENDING JUNE 30, 2026

SECURITY	CURRENT INVESTMENT ENDING 4TH QTR	INTEREST RATE	MARKET VALUE	CURRENT INTEREST EARNED
<u>CASH IN BANKS</u>				
U.S.BANK - GENERAL CHECKING WITHDRAWALS	-181,742		-181,742	
U.S.BANK - PIOC DEPOSITS	8,112,208		8,112,208	
U.S.BANK - CHECKING PAYROLL	-7,158		-7,158	
<u>CASH AND INVESTMENTS WITH FISCAL AGENTS (TRUSTEES)</u>				
U.S.BANK - SUCCESSOR AGENCY	1,518,428		1,518,428	
U.S.BANK - PFA	124,574		124,574	
PARS (Post Employment Benefit Trust)	819,556		819,556	
<u>PORTFOLIO INVESTMENTS</u>				
UMPQUA BANK - PUBLIC FUNDS MONEY MARKET	4,001,284	0.010%	4,001,284	100
LAIF POOL (CA STATE TREASURER)	27,286,550	3.920%	27,286,550	264,802
TOTAL CASH	\$ 41,673,701		\$ 41,673,701	\$ 264,902

All investment of funds conform to the guidelines in the City of Selma's Investment Policy. There are sufficient funds available to meet the next three months obligations. This information is presented as required by City of Selma's Investment Policy and Government Code Section 53646 (b)(1)

Margarita Moreno



This Page Left Blank Intentionally

2-6

Adopt Resolution 2026-99
approving the California Arts
Council Arts and Youth Grant
(AAY-26-30588)

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Adopt Resolution 2026-99 approving the California Arts Council Arts and Youth Grant (AAY-26-30588)

SUBMITTED: Liz M. Fletcher, Community Services Director

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Staff recommends the City Council Adopt Resolution 2026-99 authorizing acceptance of the California Arts Council Arts and Youth Grant (Grant No. AAY-26-30588) in the amount of \$17,063.00; Amend the FY 26/27 budget to increase Revenue GL 1000-6300-42000 (Grant Revenue) by \$17,063.00 and increasing Expense GL 1000-6300-610000 (Supplies) by \$17,063.00; Authorizing payment to Granted Solutions in the amount of \$511.89 for grant writing services to be accrued to GL 1000-5110-600000 (Professional Services); and authorizing the City Manager or designee to execute all necessary associated documents.

DISCUSSION:

With support from the California Arts Council, the City of Selma will provide accessible, community-based youth performing arts programming through the Cool Kid Players (CKP) Youth Performing Arts Program. Grant funds will support the 2026 winter full-scale musical production Shrek Jr., youth theater instruction, technical theater training, accessibility accommodations, artist compensation, and Summer Theater Boot Camp activities serving youth ages 6–16 in rural Fresno County. The project will provide low-cost arts education and performance opportunities for underserved youth in a predominantly low-income, Hispanic community with limited access to arts programming. Funding will support inclusive participation practices, bilingual outreach, ASL-interpreted performances, and community engagement activities designed to expand equitable access to arts learning, strengthen youth leadership development, and foster creativity, confidence, and community connection through the performing arts.

FISCAL IMPACT:

Acceptance of this grant will result in the following budget amendments to the Fiscal Year 2026/2027 budget:

Increase Revenue GL 1000-6300-42000 (Grant Revenue) by \$17,063.00

Expense GL 1000-6300-610000 (Supplies) by \$17,063.00

Expense Accrual 1000-5110-600000 (Professional Services) to Granted Solutions \$511.89.

There is no net General Fund impact from the grant award itself, as the revenue and expenditure amendments are offsetting. The \$511.89 payment to Granted Solutions for grantwriting services will be accrued to the Professional Services account and is consistent with the City's ongoing grant management consulting arrangement.

Attachments:

- ☒ Resolution 2026-99
 - ☐ Ordinance
 - ☐ Map
 - ☐ Agreement
 - ☐ Other
- List:

RESOLUTION NO. 2026-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING THE CALIFORNIA ARTS COUNCIL ARTS AND YOUTH GRANT (AAY-26-30588) IN THE AMOUNT OF \$17,063.00.

WHEREAS, The City of Selma Applied for an Arts & Youth Grant through the California Arts Council and was awarded \$17,063.00; and

WHEREAS, Acceptance of the grant requires approval of the California Arts Council Grant Agreement No. AAY-26-30588 between the City of Selma and the California Arts Council, and authorization for the City Manager or designee to execute all associated documents; and

WHEREAS, T authorizing acceptance of the California Arts Council Youth Grant (Grant No. AAY-26-30588) in the amount of \$17,063.00; Amend the FY 26/27 budget to increase Revenue GL 1000-6300-42000 (Grant Revenue) by \$17,063.00 and increasing Expense GL 1000-6300-610000 (Supplies) by \$17,063.00; Authorizing payment to Granted Solutions in the amount of \$511.89 for grant writing services to be accrued to GL 1000-5110-600000 (Professional Services); and

WHEREAS, Granted Solutions provided grant writing services in connection with the preparation and submission of the California Arts Council grant application, and payment of \$511.89 is due and shall be accrued to GL 1000-5110-600000 (Professional Services); and

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

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

SECTION 2. The City Council hereby authorizes acceptance of the California Arts Council Art and Youth Grant in the amount of \$17,063.00.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Scott Robertson,
Mayor

Miriam Cruz
Interim City Clerk

This Page Left Blank Intentionally

2-7

Adopt Resolution 2026-100 Approving
the California Arts Councils General
Operating Support Grant
(GEN-26-30573)

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Adopt Resolution 2026-100 Approving the California Arts Councils
General Operating Support Grant (GEN-26-30573)

SUBMITTED: Liz M. Fletcher, Community Services Director

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Staff recommends the City Council Adopt Resolution 2026-100 authorizing acceptance of the California Arts Council General Operating Support Grant (Grant No. GEN-26-30573) in the amount of \$18,000.00; Amend the FY 26/27 budget to increase Revenue GL 5004-6300-421000 (Grant Revenue) by \$18,000.00 and increasing Expense GL 1000-6300-610000 (Supplies) by \$18,000.00; Authorizing payment to Granted Solutions in the amount of \$540.00 for grant writing services to be accrued to GL 1000-5110-600000 (Professional Services); and authorizing the City Manager or designee to execute all necessary associated documents.

DISCUSSION:

With support from the California Arts Council, City of Selma will sustain and expand operating support for the Selma Arts Center (SAC), a municipally operated cultural institution serving Selma and rural communities in Fresno County. Funds will support personnel, utilities, facility maintenance, accessibility services, and year-round programming. Funding will help SAC continue providing equitable, low- and no cost arts programming, including theatrical productions, youth arts education through the Cool Kid Players (CKP) and SACTeen programs, community events, and original works by Central Valley artists. As one of the few year-round arts organizations serving this predominantly low-income, Hispanic region, SAC expands access to culturally relevant arts experiences through bilingual outreach, inclusive programming, and accommodations for individuals with disabilities. This investment will strengthen organizational sustainability, increase participation among underserved populations, and ensure community access to arts programming region wide.

FISCAL IMPACT:

Acceptance of this grant will result in the following budget amendments to the Fiscal Year 2026/2027 budget:

Increase Revenue GL 5004-6300-421000 (Grant Revenue) by \$18,000.00

Expense GL 1000-6300-610000 (Supplies) by \$18,000.00

Expense Accrual 1000-5110-600000 (Professional Services) to Granted Solutions \$540.00

There is no net General Fund impact from the grant award itself, as the revenue and expenditure amendments are offsetting. The \$540.00 payment to Granted Solutions for grantwriting services will be accrued to the Professional Services account and is consistent with the City's ongoing grant management consulting arrangement.

Attachments:

- ☐ Ordinance
- ☐ Map
- ☐ Agreement
- ☐ Other

List: ☒ Resolution 2026-100

RESOLUTION NO. 2026-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING THE CALIFORNIA ARTS COUNCIL GENERAL OPERATING SUPPORT GRANT IN THE AMOUNT OF \$18,000.00.

WHEREAS, the City of Selma Applied for a General Operating Support Grant through the California Arts Council and was awarded \$18,000.00; and

WHEREAS, acceptance of the grant requires approval of the California Arts Council Grant Agreement No. GEN-26-30573 between the City of Selma and the California Arts Council, and authorization for the City Manager or designee to execute all associated documents; and

WHEREAS, acceptance of the California Arts Council General Operating Support Grant (Grant No. GEN-26-30573) in the amount of \$18,000.00; Amend the FY 26/27 budget to increase Revenue GL 5004-6300-421000 (Grant Revenue) by \$18,000.00 and increasing Expense GL 1000-6300-610000 (Supplies) by \$18,000.00; Authorizing payment to Granted Solutions in the amount of \$540.00 for grant writing services to be accrued to GL 1000-5110-600000 (Professional Services); and

WHEREAS, Granted Solutions provided grant writing services in connection with the preparation and submission of the California Arts Council grant application, and payment of \$540.00 is due and shall be accrued to GL 1000-5110-600000 (Professional Services); and

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

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

SECTION 2. The City Council hereby authorizes acceptance of the California Arts Council General Operating Support Grant in the amount of \$18,000.00.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Scott Robertson,
Mayor

Miriam Cruz
Interim City Clerk

This Page Left Blank Intentionally

2-8

Adopt Resolution 2026-101
Authorizing the Special Event
Fee Waiver - Soup & Bread
Festival

CITY COUNCIL STAFF REPORT

MEETING DATE: September, 15, 2026

SUBJECT: Adopt Resolution 2026-101 Authorizing the Special Event Fee Waiver- Soup & Bread Festival

SUBMITTED: Liz M. Fletcher

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Staff is seeking approval to adopt the attached Resolution 2026-101 accepting the request from Christ Driven Church (CDC) to waive fees for their event.

DISCUSSION:

Christ Driven Church has submitted a request to waive fees associated with the Soup & Bread Festival (Map attached).

Fees associated with this event include Special Events Permit, Sound Permit, Street Closure Permit, totaling \$905

This event will take place on October 31st on Sylvia St. in between 1st and 2nd as shown in map attachment. CDC has held this event in the City of Selma for various years. The fee waiver serves a public purpose by providing a safe space to get together as a community on October 31st.

FISCAL IMPACT:

A revenue loss of \$905.

Attachments:

- ☒ Resolution 2026-101
- ☐ Ordinance
- ☒ Map
- ☐ Agreement
- ☒ Other

List: Fee Waiver Application &
501(c)(3) letter

RESOLUTION NO. 2026-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, ADOPTING A FEE WAIVER REQUEST FOR THE SOUP & BREAD FESTIVAL TAKING PLACE ON OCTOBER 31, 2026.

WHEREAS, Christ Driven Church requested that the City Council waive fees associated with its Annual Soup and Bread Festival event to be held on October 31, 2026; and

WHEREAS, the total fees associated with the Festival are Nine Hundred and Five Dollars (\$905.00), which includes the fees for the special events permit, sound permit, and street closure permit; and

WHEREAS, the total amount the Christ Driven Church is requesting the City Council to waive is are Nine Hundred and Five dollars (\$905.00); and

WHEREAS, while the City is proposing to waive certain fees associated with the Festival, Christ Driven Church is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose in that the event provides a safe alternative for youth and families on Halloween. The annual Soup and Bread Festival is also a free event, provides the opportunity to celebrate local culture in Selma and, creates a sense of community pride; and

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

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

SECTION 2. The City Council hereby approves the fee waiver for the Soup and Bread Festival in the amount of Nine Hundred and Five Dollars (\$905.00).

SECTION 3. Christ Driven Church shall comply with the City's Municipal Code during the Festival, and provide the City with all information required by City staff.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Scott Robertson,
Mayor

Miriam Cruz
Interim City Clerk

Second Street

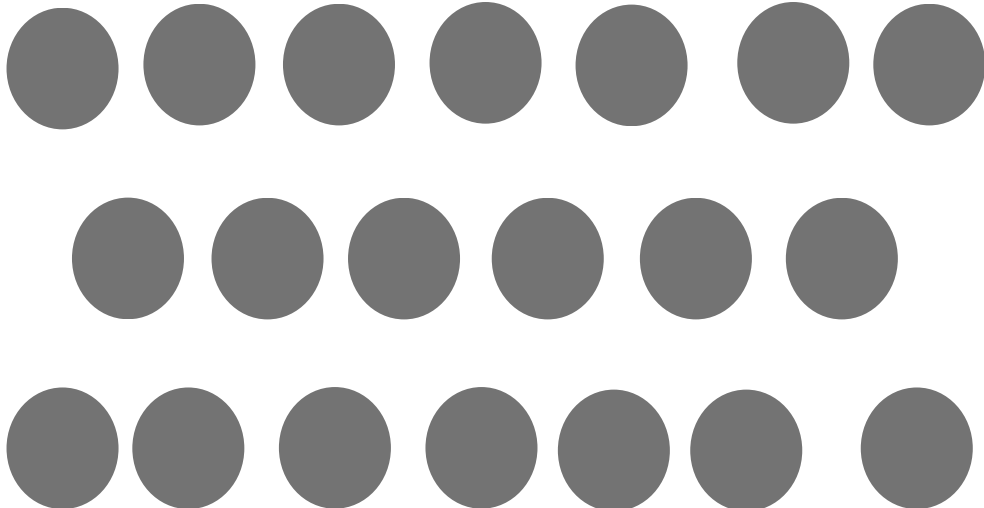
STREET CLOSURE



ROCKWALL

LIGHT

BBQ



GAME BOOTH

GAME BOOTH

cake walk

COATS

STAGE

CANDY

POPCORN & COTTONCANDY

FACE PAINT

TICKETS

PORTABLE TOILETS

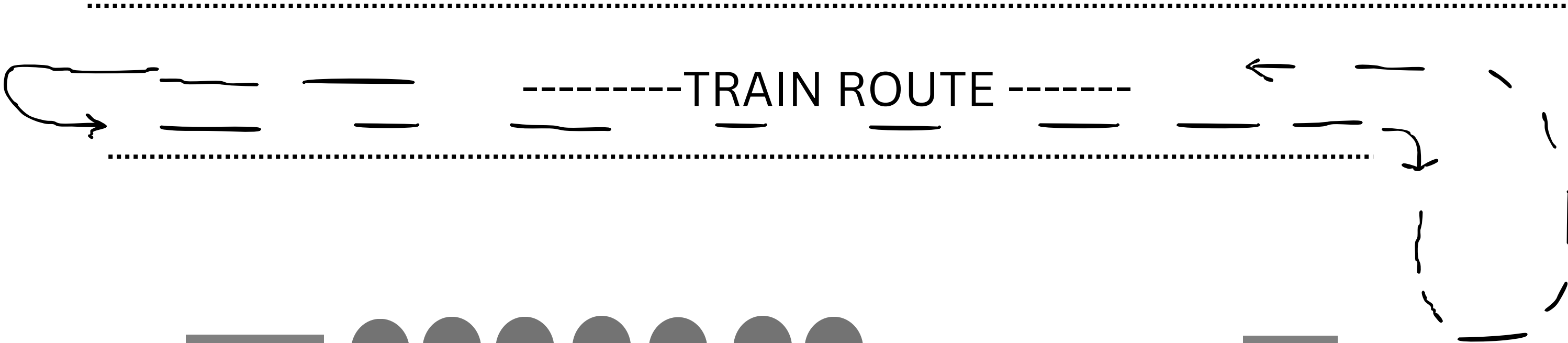
LIGHT

BULL

BOUNCE HOUSE

LIGHT

TRAIN ROUTE



STREET CLOSURE

First Street

1801 building

PRAYER BOOTH

1924 building

SOUP COMPETITION

1926 building

1926 building

PARKING
60

City of Selma
Application for Special Event Fee Waiver
or Fee Reduction-Nonprofit 501(c)(3)

SELMA CITY HALL
1710 Tucker Avenue, Selma, CA 93662
(559) 891-2200 Fax (559) 896-1068

Policy:

The City of Selma (City) recognizes the value of partnering with other agencies and organizations in providing services that benefit the community and its residents. In an effort to provide support for organizations providing valuable services to the community, specific guidelines have been established for determining when permit fees may be reduced or waived (see "Fee Reduction or Waiver Policy for Special Events"). In order to request a reduction or waiver of fees, please complete this application and submit it with necessary documentation to the address provided on the last page.

Policy approved by City Council on March 4, 2019 (Resolution No. 2019-11R)

THIS APPLICATION IS DUE TO THE CITY 60 DAYS PRIOR TO THE EVENT

REQUESTING (Please check all that apply)

(☒) Fee waiver () Fee reduction (Amount Requested: \$_____)

SPONSORING ORGANIZATION INFORMATION

Name of Organization: Christ Driven Assembly of God Church

Address: 1801 Second Street Selma CA 93662

Telephone: (559) 365-4796 Cell: _____

Email: Christdrivenagchurch@gmail.com

Event Coordinator: Aaliyah Kaolelopono

Telephone: 5593654796 Cell: _____

Email: Faithfulaaliyah@gmail.com

Nonprofit 501(c) (3) tax-exempt organization: Christ Driven Assembly of God Church

Employer Identification Number Required: 80-0785494

Located in Selma: Yes

Has organization received any other financial assistance from the City this year? _____

No

EVENT INFORMATION

Name of Event: Soup & Bread Festival

Type of Event: Community Fellowship & Giveaways

Facility Requested or Event Location: Sylvia street segment from 1801-1924 Sylvia street

Date of Event: 10.31.26

Event Hours: 5-8pm

On which dates and at what times are you requesting permission to setup/clean up?

Set up: 10.31.26 12pm Clean up: 10.31.26 9pm

Please describe the event, its purpose, and the activities that will take place:

This is a community event our church enjoys putting on for the community of Selma. We have music playing

Games and prizes for all ages , Soup contest that anyone can enter , and giveaways of items like clothing

,Toys , blankets, etc...

Is the event open to the public: Yes

Estimated number of participants/spectators: 250

Is this event a fundraiser: No

Will there be an admission, entrance, user fee or cover charge for the event? If so, please explain: No

How will the event benefit Selma: It will provide a safe place for families to fellowship with other

Members of the community on a popular night of going door to door "trick or Treating"

Will promotional materials be used? How are you planning to market the event:

Social media such as Instagram and Facebook

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: Yes, businesses who donate are allowed to promote their business to the community

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes ☐ No ☒

If yes, please describe how you will track attendance and sales:

If I must I will assign someone to get a best estimate of how many guests are present. We have

For sale so there will be no revenue.

Has your organization put on this same event in the past: Yes ☒ No ☐

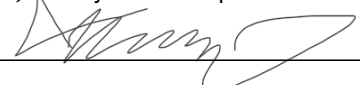
If not, has your organization put on other events in Selma? If so, please indicate which ones: _____

Other organizations participating in organization of the event: _____

Other organizations participating in event: _____

Will this event receive third party funding or sponsorship: No

Name of Applicant (Print): Aaliyah Kaolelopono Date: 9.10.26

Signature of Applicant: 

Please deliver completed application to (*City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208*) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered.

Planning Office Use Only
Date Received: _____
Received By: _____
Application Rcvd () IRS 501(3)(c) Rcvd ()
Date Forwarded for Approval: _____



THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD

1445 NORTH BOONVILLE AVENUE | SPRINGFIELD, MISSOURI 65802-1894

BRAD W. KESLER
GENERAL SECRETARY

417-862-2781
417-862-0133 FAX
GENERALSECRETARY@AG.ORG

August 26, 2026

1339522
Christ Driven Assembly of God Church
1926 Sylvia St
Selma, CA 93662

Dear Friends,

You have asked The General Council of the Assemblies of God ("General Council") to confirm that your church is exempt from federal income taxation. The General Council was issued a group exemption ruling (#1678) by the Internal Revenue Service in 1964. This group exemption provides confirmation of tax-exempt status for each "subordinate unit" covered by the exemption. We are enclosing a certification from the General Council confirming that your church is included in the listing of subordinate units covered by the General Council's group exemption, and this is all the information you need to confirm your exempt status.

Note that the General Council, and not the IRS, maintains the listing of subordinate units covered by its group exemption. As a result, your church, and its exempt status, are not mentioned on the IRS online directory of exempt organizations. However, the General Council is listed as an exempt organization and holder of a group exemption (which includes all subordinate units including your church).

Let me stress that The General Council of the Assemblies of God Federal Identification Number enclosed on the next page should never be used by an affiliated church. Each church that withholds payroll taxes must have its own Federal Identification Number.

The General Council's group exemption does not exempt your church from state taxes, including property taxes and sales taxes. Contact your local state's department of revenue regarding these taxes. If you run into difficulties, you may need to contact a local attorney to assist with an exemption from these taxes.

Sincerely in Christ,

Brad W. Kesler
General Secretary

BWK/Inc



THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD

1445 NORTH BOONVILLE AVENUE | SPRINGFIELD, MISSOURI 65802-1894

BRAD W. KESLER
GENERAL SECRETARY

417-862-2781
417-862-0133 FAX
GENERALSECRETARY@AG.ORG

August 26, 2026

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY that The General Council of the Assemblies of God, 1445 N. Boonville Avenue, Springfield, Missouri, EIN: 44-0577787, herein "General Council," is a tax-exempt organization described in section 501(c)(3) of the Internal Revenue Code and holder of a group exemption (no. 1678) with the IRS. As noted in IRS Publication 4573:

The central organization that holds a group exemption (rather than the IRS) determines which organizations are included as subordinates under its group exemption ruling. Therefore, you can verify that an organization is a subordinate under a group exemption ruling by consulting the official subordinate listing approved by the central organization or by contacting the central organization directly. You may use either method to verify that an organization is a subordinate under a group exemption ruling.

The General Council of the Assemblies of God hereby represents that Christ Driven Assembly of God Church, Selma, California, EIN: 80-0785494, is a subordinate unit of the General Council and on that basis shares the General Council's tax-exempt status.

Sincerely,

Brad W. Kesler
General Secretary

BWK/Inc

This Page Left Blank Intentionally

2-9

Adopt Resolution 2026-102 Approving
a Nonemergent Transportation
Services Agreement between the City
of Selma and Hanford Community
Hospital dba Adventist Health
Hanford, Hanford Community
Hospital dba Adventist Health Selma,
and Authorization for the City
Manager or Designee to Execute All
Necessary Associated Documents

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Consideration of a Resolution 2026-102 Approving a Nonemergent Transportation Services Agreement between the City of Selma and Hanford Community Hospital dba Adventist Health Hanford, Hanford Community Hospital dba Adventist Health Selma, and Authorization for the City Manager or Designee to Execute All Necessary Associated Documents

SUBMITTED: Jordan Webster, Fire Chief

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2026-102 authorizing the City Manager or designee to execute the Nonemergent Transportation Services Agreement ("Agreement") between the City of Selma ("City" or "Vendor") and Hanford Community Hospital dba Adventist Health Hanford, Hanford Community Hospital dba Adventist Health Selma ("Adventist Health"), for the provision of non-emergency ambulance transportation services, and authorizing the City Manager or designee to execute all necessary associated documents.

DISCUSSION:

The Selma Fire Department's EMS Division has historically provided non-emergency ambulance transport services for Adventist Health on an informal basis, without a formal agreement in place to bill for those services. As a result, the City was previously unable to recover its costs for providing this type of transport. This Agreement formalizes the relationship between the City and Adventist Health by establishing a defined mechanism through which Adventist Health may request non-emergency transportation services from the Fire Department's EMS Division, and through which the City may bill for those services at an established rate. Non-emergency transport services provided by the Fire Department also benefits the broader community: by assisting with the movement of patients who do not require emergency-level transport, hospital beds and resources are freed up more quickly, which in turn supports faster access to emergency services for other community members.

The Agreement covers non-emergency ambulance transportation services, including both Advanced Life Support (ALS) and Basic Life Support (BLS) ground transport, provided by the Fire Department's EMS Division to Adventist Health patients. Under the Agreement, the City is responsible for supplying appropriately trained and certified EMS personnel, along with fully equipped emergency medical vehicles and equipment meeting applicable ALS and BLS regulatory requirements. All patient care provided during transportation shall be performed under the appropriate medical protocols and in accordance with applicable laws, regulations, and best practices. The Agreement has an initial term of one (1) year from the Effective Date (defined as the last date signed by both parties) and automatically renews for successive one-year terms unless either party provides written notice of intent not to renew at least 60 days before the end of the then-current term. Adventist Health will compensate the

City in accordance with the City's then-current adopted Ambulance Fee Schedule, with a 20% discount applied to the total amount of all services rendered per occurrence. This discount reflects the community partnership and mutual benefit of the arrangement.

FISCAL IMPACT:

This Agreement establishes a mechanism for the City to recover costs for non-emergency ambulance transport services provided to Adventist Health patients, at the discounted rates set forth in the Fee Schedule above. Revenue generated under this Agreement will be received into the Ambulance Fund. No additional budget amendment is required.

Attachments:

- ☒ Resolution 2026-102
- ☐ Ordinance
- ☐ Map
- ☐ Agreement
- ☒ Other

Attachment A: Nonemergent Transport Services Agreement

RESOLUTION NO. 2026-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A NONEMERGENT TRANSPORTATION SERVICES AGREEMENT WITH HANFORD COMMUNITY HOSPITAL DBA ADVENTIST HEALTH HANFORD, HANFORD COMMUNITY HOSPITAL DBA ADVENTIST HEALTH SELMA, FOR NON-EMERGENCY AMBULANCE TRANSPORTATION SERVICES FOR THE SELMA FIRE DEPARTMENT, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY ASSOCIATED DOCUMENTS

WHEREAS, the Selma Fire Department's EMS Division provides emergency medical services and ambulance transport to residents throughout the City of Selma and surrounding communities, and has historically provided non-emergency ambulance transport services on an informal basis without a formal agreement in place to bill for those services; and

WHEREAS, the Nonemergent Transportation Services Agreement with Hanford Community Hospital dba Adventist Health Hanford, Hanford Community Hospital dba Adventist Health Selma ("Adventist Health") formalizes the relationship between the City and Adventist Health by establishing a defined mechanism through which Adventist Health may request non-emergency transportation services and through which the City may bill for those services at an established rate; and

WHEREAS, under the Agreement, the City will provide Advanced Life Support (ALS) and Basic Life Support (BLS) ground transportation services to Adventist Health patients, including appropriately trained and certified EMS personnel and fully equipped emergency medical vehicles and equipment; and

WHEREAS, Adventist Health will compensate the City in accordance with the City's then-current adopted Ambulance Fee Schedule, with a 20% discount applied to the total amount of services rendered per occurrence; and

WHEREAS, the Agreement has an initial term of one (1) year from the Effective Date, with automatic renewal for successive one-year terms unless either party provides written notice of intent not to renew at least 60 days before the end of the then-current term; and

WHEREAS, non-emergency transport support from the Fire Department benefits the broader community by assisting with the movement of patients who do not require emergency-level transport, thereby freeing hospital beds and resources more quickly and supporting faster access to emergency services for other community members; and

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

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

SECTION 2. The City Council hereby approves the Nonemergent Transportation Services Agreement with Hanford Community Hospital dba Adventist Health Hanford, Hanford Community Hospital dba Adventist Health Selma, for non-emergency ambulance transportation services for the Selma Fire Department.

SECTION 3. Revenue generated under this Agreement shall be received into the Ambulance Fund. No additional budget amendment is required.

SECTION 4. The City Manager or designee is hereby authorized to execute all necessary documents associated with this Agreement.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Scott Robertson
Mayor

Miriam Cruz
Interim City Clerk

Exhibit A

Professional Services
Agreement,
Vitalvoice.ai Inc



NONEMERGENT TRANSPORTATION SERVICES AGREEMENT

This NONEMERGENT TRANSPORTATION SERVICES AGREEMENT (“**Agreement**”) is made and entered into effective as of the Effective Date in Section (E), by and between Hanford Community Hospital dba Adventist Health Hanford, Hanford Community Hospital dba Adventist Health Selma and City of Selma, parties identified below in Section (A) (each individually, a “**Party**” or, collectively, the “**Parties**”). This Agreement includes this cover sheet (“**Cover Page**”), the attached Recitals, Articles, and the exhibits identified in Section (F).

(A)	Legal Name: City of Selma Business Entity Type: Municipal Corporation Address for notices: 1710 Tucker St. Selma, CA 93662	("Vendor")
	Notices shall comply with Section 6.14.	
(B)	Legal Name: Hanford Community Hospital dba Adventist Health Hanford, Hanford Community Hospital dba Adventist Health Selma Address for notices: 115 Mall Drive Hanford CA. 932301141 Rose Ave. Selma, CA 93662 With a copy to: Adventist Health System/West One Adventist Health Way Roseville, California 95661 Attention: Office of General Counsel	
	Notices shall comply with Section 6.14.	
(C)	Goods and/or Services: Non-Emergent Ambulance Transportation	("Transportation Services")
(D)	Term: ☐ 1 year ☐ 2 years ☐ 3 years ☒ Other: See Section 4.1	("Term")
(E)	Effective Date: last date signed	("Effective Date")
(F)	The following exhibits are part of this Agreement: Exhibit 2.1 Transportation Services Exhibit 2.2 Business Associate Agreement Exhibit 3.1 Compensation	

The Parties have executed this Agreement as of the dates below and signify their agreement with duly authorized signatures.

Hanford Community Hospital dba Adventist Health Hanford, Hanford Community Hospital dba Adventist Health Selma	Vendor: City of Selma
By: _____	By: _____
Name: <u>Heidar Thordarson</u>	Name: <u>Jason Rogers</u>
Title: <u>Treasurer</u>	Title: <u>City Manager</u>
Date: _____	Date: _____

NONEMERGENT TRANSPORTATION SERVICES AGREEMENT

Recitals

- A. Adventist Health owns and operates a general acute care hospitals. located at 115 Mall Drive, Hanford CA. 93230 and 1141 Rose Ave. Selma, CA 93662.
- B. Vendor is in the business of providing the Transportation Services described in the Agreement.
- C. Adventist Health wishes to engage Vendor to perform certain transportation services in accordance with the terms and conditions of this Agreement.

In consideration of these recitals and the terms and conditions below, the Parties agree as follows:

Article 1 Definitions

- 1.1 “**Affiliate**” means any entity that, directly or indirectly, controls, is controlled by or is under common control with Adventist Health or Vendor.
- 1.2 “**Government Action**” means any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of legal counsel to Adventist Health, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would: (i) revoke or jeopardize the status of any health facility license granted to Adventist Health or any Affiliate of Adventist Health; (ii) revoke or jeopardize the federal, state, or local tax-exempt status of Adventist Health, or any Affiliate of Adventist Health, or their respective tax-exempt financial obligations; (iii) prohibit Adventist Health or any Affiliate of Adventist Health from billing for services provided to patients; (iv) subject Adventist Health, Vendor, any Affiliate of Adventist Health, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), based on their participation in executing this Agreement or performing their respective obligations under this Agreement; or (v) jeopardize Adventist Health’s full accreditation with any accrediting organization as Adventist Health designates from time to time.
- 1.3 “**Policies**” means all applicable Adventist Health policies and procedures, as amended from time to time.
- 1.4 “**Vendor Personnel**” means Vendor’s members, officers, directors, employees, independent contractors, and agents.
- 1.5 “**Medical Necessity**” means the patient's condition stipulates that "using other means of transportation would endanger the patient's health ".

Article 2 Duties of Vendor

- 2.1 **Transportation Services.** Vendor shall provide ground Transportation Services as specified in **Exhibit 2.1** to patients of Adventist Health.
- 2.2 **Business Associate**
 - (a) Vendor may receive Protected Health Information from Adventist Health while providing Transportation Services. For purposes of this Agreement, “**Protected Health Information**” has the same meaning as “protected health information” in the federal Health Insurance Portability and Accountability

Act of 1996 and the federal Health Information Technology for Economic and Clinical Health Act of 2009 and their respective regulations, including 45 C.F.R. § 164.501.

(b) Considering Section 2.2(a), the Parties shall concurrently enter into a business associate agreement, which shall govern the disclosure of such Protected Health Information under this Agreement and is attached as **Exhibit 2.2 (“Business Associate Agreement”)**.

(c) If there is a conflict between this Agreement and the Business Associate Agreement, the Business Associate Agreement governs.

2.3 Standards of Performance.

(a) **Industry Standards.** Vendor shall perform Transportation Services in accordance with industry standards established by those engaged in a business similar to that of Vendor.

(b) **Licenses.** Vendor shall obtain at its own cost all licenses (including professional licenses), permits, certificates and authorizations necessary for Vendor to do business in all jurisdictions where any part of the Transportation Services are to be performed, and give all notices required under applicable law.

(c) **Training and Safety.** Vendor Personnel that provide Transportation Services shall have the requisite skill, training, licensing, and qualifications necessary to perform Transportation Services in accordance with generally accepted industry standards.

(d) **Vehicles and Equipment.** If Vendor is providing the vehicles and equipment to provide Transportation Services, such vehicles and equipment shall be in good and safe condition, with good title, reasonably maintained, and lack any known defects or hazards.

(e) **Order.** Vendor shall, at all times, enforce strict discipline and good order among its employees and subcontractors and shall have only qualified personnel perform Transportation Services in connection with this Agreement. Vendor shall not employ any unfit person or anyone not skilled in performance of the Transportation Services in connection with this Agreement. Adventist Health has the right to require Vendor to remove any Vendor Personnel whose presence Adventist Health deems, in its sole discretion, to be detrimental to the best interests of Adventist Health or any of its patients or staff.

(f) **Identification of Employees.** Vendor acknowledges that Adventist Health has vendor registration Policies and procedures, and that Vendor Personnel will be required to comply with all such registration requirements. All Vendor Personnel that require access to Adventist Health shall be registered and credentialed with Adventist Health’s credentialing system. Vendor Personnel that have not been appropriately registered and credentialed will be denied access to Adventist Health. Vendor shall have Vendor Personnel prominently wear name tags or other suitable identification indicating their status as employees of Vendor when at Adventist Health.

(g) **Harmonious Relations.** Vendor acknowledges and agrees that the Transportation Services will take place at hospitals and other healthcare facilities where health and medical care are provided and any actions which jeopardize the delivery of medical services may have serious, life-threatening consequences. Vendor shall take all action necessary to ensure that Vendor Personnel shall at all times work in harmony with, and shall not interfere with or disrupt or cause labor disharmony with the activities of Adventist Health, or any other contractor or third party at Adventist Health.

(h) **Waste Removal.** Vendor shall keep the Facilities free from accumulation of waste materials or rubbish caused by Vendor's operations.

2.4 Compliance.

(a) **Laws and Guidelines.** Vendor and Vendor Personnel shall comply with all laws, guidelines, ordinances, rules, regulations and accrediting agency standards (including The Joint Commission standards) which are applicable to Vendor’s performance under this Agreement. Vendor

shall not take, and is not authorized to take, any action in the name of or on behalf of Adventist Health, or which would violate any applicable law or guideline. If Vendor performs any Transportation Services contrary to applicable law or guideline, any additional costs resulting therefrom, including costs to comply with such law and the cost of fully indemnifying Adventist Health from any liability or expenses with respect to such violations by Vendor may be offset by Adventist Health against amounts due and owing to the Vendor hereunder.

(b) Policies. Vendor shall also ensure that Vendor Personnel comply with all Policies while performing Transportation Services on Adventist Health's premises, including Policies relating to smoking, security, parking, use of radio equipment and mobile devices, access to any computer network, security, clothing and dress. In the event of a conflict between this Agreement and the Policies, the Policies govern.

(c) Accreditation. Vendor shall comply with all applicable accreditation standards required by Adventist Health, including any applicable standards of The Joint Commission, the Centers for Medicare and Medicaid Services, the Department of Health and Human Services, and any other federal, state, and local agencies and accreditation organizations.

(d) Safety Regulations. Vendor shall take all necessary and desirable precautions for the safety of all persons on Adventist Health's property, and provide the necessary protection to prevent damage, injury, or loss: (i) to or at Adventist Health; (ii) to all materials or equipment to be provided, incorporated in, or utilized in connection with the Transportation Services, whether on or off Adventist Health's property; and (iii) to all persons receiving Transportation Services. Vendor is prohibited from bringing any firearms, explosives or weapons of any kind onto Adventist Health's property.

2.5 Confidential Information. Vendor acknowledges that during the performance of Transportation Services, Vendor or Vendor Personnel may receive confidential information of Adventist Health, whether disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential, including know-how, processes, trade secrets, manuals, confidential reports, services rendered by Adventist Health, procedures and methods preferred by Adventist Health's patients, individually identifiable health information (as defined under HIPAA) and derivatives thereof, fees paid by patients, financial and operational information, and other matters relating to the operation of Adventist Health's business; or other information which Vendor knows or has reason to know is confidential information of Adventist Health (all referred to herein as "**Confidential Information**"). Vendor and Vendor Personnel shall hold all Confidential Information in confidence, using the same degree (but no less than a reasonable degree) of care and protection that Vendor exercises with its own confidential information, during the term of this Agreement. Vendor and Vendor Personnel shall not directly or indirectly disclose, copy, distribute, republish or allow access to any Confidential Information to a third party; nor shall Vendor or Vendor Personnel use Confidential Information for any purpose other than as necessary to fulfill Vendor's obligations under this Agreement. Notwithstanding the above, Vendor may disclose Confidential Information if so required by law or regulation (including court order or subpoena or other governmental decree or authority), provided that Vendor will, if allowed by law, notify Adventist Health promptly upon learning of the government requirements and before making such disclosure, and will provide Adventist Health with an opportunity (at Adventist Health's expense) to resist such disclosure or to seek a protective order or other appropriate procedure so that the disclosure, if required, can be made in a manner that preserves the confidentiality of the Confidential Information. Vendor shall promptly notify Adventist Health of any improper use or disclosure of Confidential Information.

2.6 Publicity. Vendor shall not use Adventist Health's trade name, trademarks, brands, or company logo in any form of publicity or release. Vendor shall not make any statement, advertisement or publicity, nor issue any marketing letter, about the existence or terms of this Agreement without the prior written consent of Adventist Health, which Adventist Health may withhold in its sole discretion.

2.7 Excluded Persons. Vendor represents and warrants that neither it nor anyone acting on its behalf is a person or entity with whom Adventist Health is restricted from doing business due to: **(a)** regulations of the Office of Foreign Assets Control (“**ORAC**”) of the Department of the Treasury (including those names on OFAC’s Specially Designated and Blocked Persons List); **(b)** identification by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state health care programs; **(c)** conviction of any crime relating to any federal and/or state health care program; or **(d)** any statute, executive order, or other governmental action. Vendor shall promptly notify Adventist Health in writing in the event Vendor, any Vendor Personnel, or subcontractor is restricted under this Section.

2.8 Physician Ownership. Vendor shall disclose all financial and consulting relationships it has with physicians and other clinicians on the staff of Adventist Health or any Affiliate, or the family members of any such physicians or clinicians, and shall comply in all respects with the AdvaMed Code of Ethics on Interactions with Health Care Professionals as currently in effect. Vendor represents that it is not owned in whole or part by any physician, or any immediate family member of a physician, who is on the medical staff of Adventist Health or any Affiliate, unless Vendor is a corporation that is listed for trading on a recognized national, regional, or foreign stock exchange.

2.9 Subcontractors. Vendor may not use subcontractors to perform Transportation Services unless doing so is compliant with this Agreement.

2.10 Invoicing. To the extent Vendor is not required to bill a third party for Transportation Services, Vendor shall bill Adventist Health for such compensation not more frequently than monthly, unless more frequent billing is requested by Adventist Health. Vendor shall bill Adventist Health no later than 90 days after completion of the Transportation Services, or if the Transportation Services are ongoing, no later than 90 days after each month in which Transportation Services are performed. Vendor shall not be paid for Transportation Services billed after such date.

Article 3 Duties of Adventist Health

3.1 Compensation. The rate of reimbursement for services rendered under this Agreement shall be in accordance with the VENDOR's then-current, adopted Fee Schedule. VENDOR shall apply a twenty percent (20%) discount to the total amount of all such services rendered to ENTITY per occurrence.

- (a)** ALS Transports will be billed the ALS 1 Base Rate plus mileage rate per loaded mile.
- (b)** BLS Transports will be billed the BLS Base Rate plus mileage rate per loaded mile.
- (c)** All patient transports that do not meet the definition of Medical Necessity, as defined herein, shall require prior written authorization in the form of a signature from a Charge Nurse or authorized Designee of ENTITY accepting charges for Transport Services.
- (d)** Transports that meet the definition of Medical Necessity or that have been authorized by a Managed Care Plan or other third-party payer shall be billed directly to the applicable insurer or payer prior to any billing to ENTITY.
- (e)** VENDOR agrees to bill ENTITY within 90 days of Service's received. ENTITY agrees to process invoices for reimbursement within 30 days of receipt. The PARTIES agree that the agreed rates are in no way connected to the referral of patient transports.

3.2 Payment. Adventist Health shall pay all undisputed invoices within 45 days following the receipt of Vendor’s invoice. All compensation required by this Agreement to be made to Vendor shall survive the expiration and/or termination of this Agreement.

Article 4 Term and Termination

4.1 Term. The term of this Agreement shall be one (1) year from its effective date. This Agreement shall automatically renew for successive one (1) year terms unless one party provides to the other a written notice of intent not to renew the Agreement no less than sixty (60) days prior to the conclusion of the initial or any successive one (1) year term.

4.2 Termination Without Cause. Either Party may terminate this Agreement at any time, without cause, penalty, or expense upon 30 days' prior written notice to the other Party.

4.3 Termination by Adventist Health. Adventist Health may terminate this Agreement upon the occurrence of any one or more of the following events:

(a) any breach of this Agreement by Vendor where the breach is not cured within 30 days after Adventist Health gives written notice of the breach to Vendor;

(b) neglect of Transportation Services by Vendor in a manner that poses an imminent danger to the health or safety of any individual or violates Adventist Health's Policies;

(c) Vendor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as it matures, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(d) the insurance required to be maintained by Vendor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Vendor) for any reason, and Vendor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation; or

(e) upon a sale of all or substantially all assets comprising Adventist Health's general acute care hospital, any change of control in Adventist Health's organization, or any change in control of its day-to-day operations, whether through a membership change or by management contract. Adventist Health shall notify Vendor in writing of such sale or change of control at least 30 days prior to the closing date of any such sale or the effective date of any such change of control.

4.4 Termination by Vendor. Vendor may terminate this Agreement immediately upon breach of this Agreement by Adventist Health where the breach is not cured within 30 days after Vendor gives written notice of the breach to Adventist Health.

4.5 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall make reasonable efforts to amend this Agreement to comply with the Government Action.

(b) If the Parties are unable to amend the Agreement to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate 10 days after one Party notifies the other of such fact.

4.6 Effect of Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued or expressly survive such termination or expiration.

4.7 Return of Property. Upon any termination or expiration of this Agreement, Vendor shall immediately return to Adventist Health all of Adventist Health's property, including Adventist Health's equipment, supplies, furniture, furnishings, and patient records, which is in Vendor's possession or under Vendor's control.

Article 5 Indemnification and Insurance

5.1 Indemnification.

(a) Vendor shall defend, indemnify, and hold harmless Adventist Health and its Affiliates (as defined below) and their respective members, directors, officers, employees, and agents from and against any and all claims, actions, suits, demands, damages, judgments, assessments, liabilities, losses costs and expenses (including reasonable attorney's fees and costs of litigation) (collectively "**Claims**") relating to or arising out of: (i) an allegation that Transportation Services infringe a third party's trademark, patent, copyright, or other intellectual property right; (ii) the negligent performance of Vendor's obligations under this Agreement; (iii) a breach or default in the performance of any of Vendor's obligations under this Agreement, including, without limitation, any breach of any representation or warranty; (iv) any False Claims Act suit; (v) a misrepresentation by Vendor or Vendor Personnel; (vi) Vendor or any Vendor Personnel's (A) willful misconduct or (B) failure to comply with applicable laws; (vii) Adventist Health's exercise of its contractual rights under this Agreement; or (viii) all Claims made by any Vendor Personnel to the extent such Claims are not caused by or arising out of or relating to any negligent act, error or omission, willful, fraudulent, or negligent misconduct of Adventist Health.

(b) Vendor shall indemnify and hold harmless Adventist Health if any amount of applicable reimbursement is denied or disallowed because of Vendor's failure to comply with the obligations set forth in this Agreement. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties, and legal costs.

(c) Adventist Health shall indemnify, defend, and hold Vendor harmless from and against any and all Claims arising out of or relating to: (i) Adventist Health's failure to comply with the terms of this Agreement or (ii) the negligent acts or omissions of Adventist Health or any of its employees or agents in the performance of Adventist Health's obligations under this Agreement.

(d) Insurance coverage does not limit the indemnification in this Section.

5.2 Insurance. Vendor shall maintain, at no cost to Adventist Health, at least the following insurance coverage, with the minimum amounts listed below:

(a) **Workers' Compensation Insurance.** When required by law, Workers' Compensation insurance sufficient to comply with any applicable Workers' Compensation Law. When coverage is required under this Section, Vendor waives its rights of recovery and will request its insurer to issue an endorsement waiting rights of subrogation against Adventist Health.

(b) **Commercial General Liability Insurance.** Commercial General Liability insurance including but not limited to, contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. This coverage shall be primary to Adventist Health's coverage, and Adventist Health's coverage shall be noncontributory.

(c) **Employers Liability Insurance.** Employers' Liability insurance with minimum liability limits of \$1,000,000.00 for each occurrence. Sole proprietors with no employees are exempt of this requirement unless and until the sole proprietor becomes an employee. When coverage is required under this Section, Vendor waives its rights of recovery and will request its insurer to issue an endorsement waiting rights of subrogation against Adventist Health.

(d) **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance, or use of any private passenger or commercial vehicles and any other equipment required to be licensed for road use with a combined single limit of \$1,000,000.00 per occurrence.

(e) **Professional Liability Insurance.** Professional liability insurance with limits of at least \$1,000,000 per occurrence, \$3,000,000 in the aggregate and the Products Liability policy exclusion of “professional services” must be removed.

(f) **Privacy (Cyber Risk) Liability Insurance.** Privacy (cyber risk) liability insurance including coverage for at a minimum, privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, loss of digital assets, non-physical business interruption, security event costs including notification and mitigation costs, with limits of at least \$10,000,000 per occurrence, \$10,000,000 in the aggregate. If this insurance is written on a claims-made basis, the retroactive insurance date shall be no later than the Effective Date of this Agreement and Vendor will maintain such insurance for 2 years following the termination of this Agreement.

(g) **Excess or Umbrella Liability Insurance.** Vendor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers’ Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$3,000,000 each occurrence and \$3,000,000 annual aggregate.

5.3 Additional Insured and Endorsements. The Commercial General Liability and Commercial Automobile Liability insurance policies shall include Adventist Health as an additional insured, including its officers, directors, and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37 04 13 shall be utilized for the Commercial General Liability policy.

5.4 Requirements. Vendor shall comply with the following requirements:

(a) **Insurance Carrier.** Vendor’s insurance shall be maintained with carriers authorized to transact insurance business in the State of California, and with a rating of “A/VII” or better as identified in the most current A.M. Best Insurance Rating Guide.

(b) **Insurance Certificate.** Vendor shall provide Adventist Health with insurance certificates for these policies, except Property insurance, prior to Vendor providing Services under the Agreement, or Services will not be allowed to commence.

(c) **Policy Cancellation Notice.** Vendor’s insurance shall provide that coverage under the policy(s) shall not be cancelled without at least 30 days’ written notice of policy cancellation to Adventist Health.

(d) **Tail.** If any coverage is provided on a claims made basis, Vendor shall provide for a retroactive reporting date preceding or coinciding with the effective date of this Agreement, and all future coverage renewals shall maintain such retroactive reporting date at each anniversary date of such insurance, and upon policy termination Vendor shall secure a 5-Year Reporting Period Endorsement (“Tail”).

(e) **Self-insurance.** Vendor may “self-insure” for any of the minimum insurance requirements of this Section. If Vendor elects to self-insure, Vendor shall:

(i) Be responsible for all liabilities which would have been assumed by the insurance companies which would have issued the insurance required of Vendor under this Agreement;

(ii) Retain the services of an actuary to establish and maintain the program in accordance with generally accepted actuarial standards (other than for a deductible program);

(iii) Upon Adventist Health’s request, provide Adventist Health with a copy of the actuary’s opinion statement as to the sufficiency of said program; and

(iv) Maintain a tangible net worth of at least \$100,000,000.00 (as evidenced by Vendor's most recent audited financial statement prepared in accordance with generally accepted accounting principles consistently applied), provided that: (A) Vendor's aggregate annual self-insurance retention for its obligations hereunder shall not exceed 5% of its tangible net worth; and (B) Vendor carries umbrella insurance in excess of its permitted self-insurance retention, up to the limits required to be insured against by Vendor under this Agreement.

Article 6

General Provisions

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated, signed by the Parties, and attached to this Agreement.

6.2 Assignment. Except for assignment by Adventist Health to an entity owned, controlled by, or under common control with Adventist Health, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors, heirs, and assigns. Any attempted assignment in violation of this Section is null and void.

6.3 Attorney's Fees. The prevailing Party in any dispute or proceeding concerning this Agreement shall be awarded all reasonable costs and expenses, including reasonable attorney's fees, including the allocated fees of in-house counsel, subject to the prevailing Party being entitled to recover costs of suit.

6.4 Authorized Persons. Whenever any consent, approval, or determination of a Party is required pursuant to this Agreement, the consent, approval or determination shall be rendered on behalf of the Party by the person or persons duly authorized to do so, which the other Party shall be justified in assuming means any officer of the Party rendering such consent, approval or determination, or the Party's board of directors. Notwithstanding any other provision of this Agreement, only the Chair of the Board, Vice Chair, President, Secretary, Finance Officer, or either Assistant Secretary of Adventist Health, if any, shall have actual, apparent, implied, and ostensible authority to approve, solely through written execution, any amendments, waivers, assignments, delegations, or restatements to this Agreement. Vendor acknowledges that any other persons lack actual, apparent, implied, and ostensible authority to approve such amendments, waivers, assignments, delegations, or restatements to this Agreement.

6.5 Choice of Law and Venue. The laws of the State of California govern this Agreement, without regard to its conflict of laws rules that cause another jurisdiction's laws to govern instead. When necessary to go to court in aid of arbitration, the venue is Sacramento County, California.

6.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together will constitute one and the same instrument.

6.7 Dispute Resolution. If there is any dispute, claim, or controversy arising out of or relating to this Agreement ("Dispute"), the Parties shall meet and confer through their duly authorized representatives in good faith to resolve the Dispute. If the Dispute is not resolved to the mutual satisfaction of the Parties within 30 days of written notice of the Dispute, the Dispute shall be determined by binding arbitration in Sacramento County, California before one arbitrator. The Parties intend that the arbitrator shall decide all questions of arbitrability, not the courts. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules (the "Rules"). To the fullest extent permitted by the Rules, the arbitration shall occur remotely, including, but not limited to, by telephone, Zoom, Skype, Microsoft Teams, or any other similar remote forum. Any in-person proceedings required by the Rules shall occur in Sacramento County, California. The arbitrator shall provide a written award accompanying the reasons for the decision and all arbitration costs and fees shall be equally split between the Parties. The Federal Arbitration Act shall

apply if any part of this Agreement directly or indirectly affects or involves interstate commerce. Judgment on the award may be entered in any court having jurisdiction and this section shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties **(a)** acknowledge that the courts in Sacramento County, California have appropriate jurisdiction and venue for such purposes; **(b)** consent to the jurisdiction of Sacramento County, California; and **(c)** waive all objections based on jurisdiction, venue, and forum non conveniens of such courts. This Section shall survive the expiration or termination of this Agreement.

6.8 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.9 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.10 Force Majeure. Neither Party is liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, pandemics, epidemics, war (declared or undeclared), action of any governmental authority, riots, revolutions, acts of terrorism, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, failure of utilities, strikes, or similar nonperformance or defective performance or late performance beyond a Party's control.

6.11 Further Assurances. Each Party shall, at the reasonable request of the other Party, execute and deliver to the other Party all further instruments, assignments, assurances and other documents, and take any actions as the other Party reasonably requests in connection with the carrying out of this Agreement.

6.12 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.13 Meaning of Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (a) "days" shall be considered "calendar days;" (b) "months" shall be considered "calendar months;" and (c) "including" means "including, without limitation" in this Agreement and its exhibits and attachments. This Section shall survive the termination of this Agreement.

6.14 Notices. Each Party shall appoint a key contact to coordinate all activities regarding business, communication, and issues with Transportation Services in connection with this Agreement. All notices required or permitted under this Agreement shall be in writing and shall be delivered either: **(a)** by overnight delivery using a nationally recognized overnight courier (e.g., Federal Express, United Parcel Service, or any other similar service), in which case notice shall be deemed delivered 1 business day after deposit with such courier; **(b)** by personal delivery, in which case notice shall be deemed delivered upon receipt; or **(c)** by email, in which case notice shall be deemed delivered upon confirmation of transmission. In each case, notice shall be delivered or sent to the address indicated on the Cover Page, or such other address or email as provided by a Party, from time to time, pursuant to this Section. Notwithstanding any other provision in this Agreement, any notice by email to Adventist Health shall include a email copy to Law-Contracts@ah.org.

6.15 Not Construed Against Drafter. This Agreement has been negotiated and prepared by the Parties and their respective legal counsel and should any provision of this Agreement require interpretation by a court, arbitrator, government agency, or any other appropriate entity, such entity

interpreting the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

6.16 No Third-Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.17 Quality Measurement and Reporting. In support of Adventist Health's performance improvement/quality assurance program and Adventist Health's efforts to comply with applicable standards of The Joint Commission, the conditions of participation of the Centers for Medicare and Medicaid Services ("CMS"), and state and local regulations, Vendor agrees to collaborate with Adventist Health on quality aspects of patient care and safety. Vendor agrees to measure and report quality indicators to Adventist Health, to the extent reasonably requested and as mutually agreed by Vendor and Adventist Health, in connection with the performance of the Transportation Services provided in this Agreement. Adventist Health and Vendor will collaboratively review such quality indicator performance and work to identify opportunities for improvement of the Transportation Services. The Parties acknowledge that the measurement and review of quality indicators are in furtherance of the goal to improve the quality of patient care.

6.18 Records. To the extent required by law or regulation, Vendor shall make available, or shall cause to be made available upon written request from Adventist Health, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Vendor's books, documents, and records pertaining to this Agreement as Vendor may do so legally. Vendor shall preserve or cause to be preserved such books, documents and records for a period that is the longer of 4 years after the end of the Term of this Agreement or the length of time required by state or federal law. If Vendor is requested to disclose books, documents or records pursuant to this Section for any purpose, Vendor shall notify Adventist Health of the nature and scope of such request, and Vendor shall make available to Adventist Health, upon written request of Adventist Health, all such books, documents or records. This Section shall survive the expiration or termination for any reason of this Agreement.

6.19 Referrals. The Parties intend that this Agreement does not consider the volume or value of referrals payable by any federal or state health care program and that any compensation or remuneration arising from or relating to this Agreement were done through an arm's length negotiation. The Parties shall comply with the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) and its "Personal Services" safe harbor, 42 C.F.R. § 1001.952(d).

6.20 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement unless the purpose of this Agreement is thereby destroyed.

6.21 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.22 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

Exhibit 2.1
Transportation Services

Vendor shall:

- A. Vendor provide Advanced Life Support (ALS) and/or Basic Life Support (BLS) ground transportation services to patients on behalf of Adventist Medical Center (“AMC”). These services will include personnel, equipment , and vehicles.
- B. Vendor shall provide appropriately trained and certified EMS personnel in accordance with applicable state and local regulations. Vendor shall supply and maintain fully equipped emergency medical vehicles and equipment that meet all regulatory requirements for ALS and BLS services
- C. All patient care provided by Vendor during transportation shall be performed under the appropriate medical protocols and in accordance with applicable laws, regulations, and best practices.

Exhibit 2.1

Nonemergent Transportation Services Agreement

Exhibit 2.2

Business Associate Agreement

This BUSINESS ASSOCIATE AGREEMENT (this “**BAA**”) is made by and between Hanford Community Hospital dba Adventist Health Hanford, Hanford Community Hospital dba Adventist Health Selma (“**Covered Entity**” or “**CE**”) and City of Selma (“**Business Associate**” or “**BA**”), and is effective as of the last date signed (the “**BAA Effective Date**”).

Recitals

A. BA provides certain services for or on behalf of CE (“**Services**”), pursuant to one or more agreements or arrangements (the “**Underlying Agreement**”), and, in the performance of the Services, BA creates, receives, maintains, or transmits Protected Health Information (“**PHI**”).

B. CE and BA intend to protect the privacy and provide for the security of the PHI created, received, maintained, or transmitted by BA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “**HITECH Act**”), and the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “**HIPAA Regulations**”) and other applicable laws.

C. The HIPAA Regulations require CE to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

Article 1 Definitions

1.1 General Definitions. Unless otherwise provided in this BAA, all capitalized terms that are used in this BAA will have the same meaning as defined under HIPAA, the HITECH Act, and the HIPAA Regulations.

1.2 “Offshore” means outside of the United States of America.

1.3 “Privacy Rule” means the HIPAA Regulations that are codified at 45 C.F.R. Part 160 and 164, Subparts A and E.

1.4 “Protected Health Information” or “PHI” has the same meaning as “protected health information” in 45 C.F.R. § 160.103, limited only to information provided by CE to BA or created or received by BA on CE’s behalf.

1.5 “Security Rule” means the HIPAA Regulations that are codified 45 C.F.R. Part 160 and Part 164, Subparts A and C.

Article 2 Obligations of BA

2.1 Permitted Uses. BA may not use PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as Required By Law. Further, BA may not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use PHI: **(a)** for the proper management and administration of BA; **(b)** to carry out the legal responsibilities of BA; and **(c)** for Data Aggregation purposes for the Health Care Operations of CE.

2.2 Permitted Disclosures. BA may not disclose PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as Required By Law. BA may not disclose

PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose PHI: **(a)** for the proper management and administration of BA; **(b)** to carry out the legal responsibilities of BA; or **(c)** for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses PHI to a third party for BA's proper management and administration or to carry out BA's legal responsibilities, the disclosure must be Required By Law, or prior to making any such disclosure, BA must obtain **(y)** reasonable written assurances from such third party that such PHI will be held confidentially and only used or further disclosed as Required By Law or for the purposes for which it was disclosed to such third party; and **(z)** a written agreement from such third party to immediately notify BA of any breach of its confidentiality obligations of which it becomes aware.

2.3 Appropriate Safeguards. BA must comply with all applicable requirements of the Security Rule to the same extent the Security Rule applies to CE. BA will implement appropriate administrative, physical, and technical safeguards as are necessary to prevent the improper use or disclosure of PHI other than as permitted by this BAA. Without limiting the foregoing, BA may not **(a)** transmit PHI over a network that is not protected by Encryption technology, such as the Internet (i.e., a virtual private network must be used), or **(b)** maintain PHI on a laptop or other portable electronic media, unless such PHI has been secured by Encryption technology. BA will not **(c)** store any decryption key on the same device as encrypted PHI, or **(d)** transmit any decryption key over an open network. Any Encryption technologies utilized in complying with this Section must at a minimum meet the Federal Information Processing Standard ("FIPS") 140-2 encryption standard and any of its successor security standards. BA represents and warrants that its workforce members who may have access to PHI have been appropriately trained on their obligations under the HIPAA Regulations.

2.4 Mitigation. BA agrees to mitigate, to the maximum extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI in violation of this BAA including, but not limited to, removing a BA employee from working on or with CE information at the request of CE.

2.5 Reporting of Improper Access, Use or Disclosure. BA will notify CE in writing of any access to, use or disclosure of PHI not permitted by this BAA, including any Breach of Unsecured PHI and Security Incident, without unreasonable delay and no later than five days after discovery. Such notifications must include the following:

- (a)** A description of the impermissible access, use or disclosure of PHI, including identification of each BA employee who is reasonably believed to have impermissibly accessed, used or disclosed PHI;
- (b)** Identification of each Individual whose Unsecured PHI has been or is reasonably believed by BA to have been impermissibly accessed, used, or disclosed;
- (c)** The date the incident occurred and the date the incident was discovered;
- (d)** A description of the type(s) and amount of PHI involved in the incident, including copies of any PHI involved in the incident;
- (e)** A description of the investigation process to determine the cause and extent of the incident;
- (f)** A description of the actions BA is taking to mitigate and protect against further impermissible uses or disclosures and losses, including, but not limited to, proof of the actions described, copies of education and training materials, and revised policies and procedures;
- (g)** A description of the disciplinary BA is taking against each BA employee who is reasonably believed to have impermissibly accessed, used, or disclosed PHI;
- (h)** A description of any steps Individuals should take to protect themselves from potential harm resulting from the impermissible use or disclosure of PHI; and

- (i) Any other information related to the incident that is reasonably requested by CE.

BA shall promptly supplement the notification with additional information regarding the incident as it obtains such information, including without limitation, its assessment as to whether the incident constitutes a reportable breach under 45 C.F.R. § 164.402 or state law.

Notwithstanding the foregoing, BA and CE acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and CE acknowledges and agrees that no additional notification to CE of such unsuccessful Security Incidents is necessary. However, to the extent that BA becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, BA shall notify CE of these attempts and provide the name, if available, of said party.

BA will reimburse CE for (a) all reasonably incurred costs related to notifying Individuals of an impermissible access, use or disclosure of PHI by BA or its Subcontractors, and (b) all reasonably incurred expenses related to mitigating harm to the affected Individuals, such as credit monitoring services.

2.6 BA's Agents and Subcontractors. BA will ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of BA agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. BA will implement and maintain sanctions against Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. BA will be legally responsible to CE for the actions and conduct of its Subcontractors involving PHI.

2.7 Access to PHI. BA will make PHI it maintains in Designated Record Sets available to CE for inspection and copying within five days of a request by CE in a manner that enables CE to fulfill its obligations under 45 C.F.R. § 164.524. If any Individual asks to inspect or access his or her PHI directly from BA, BA will notify CE in writing of the request within five days of the request. Any approval or denial of an Individual's request to access or inspect his or her PHI is responsibility of CE.

2.8 Amendment of PHI. Within ten days of the receipt of a request from CE for an amendment to PHI that is maintained in a Designated Record Set by BA, BA will make the PHI available to CE for amendment in a manner that enables CE to comply with 45 C.F.R. § 164.526. If any Individual requests an amendment of PHI from BA, BA must notify CE in writing of the request within five days of the request. Any approval or denial of an amendment of PHI maintained by BA is the responsibility of CE.

2.9 Accounting Rights. BA will maintain a record of all disclosures of PHI that BA makes, if CE would be required to provide an accounting to an Individual of such Disclosures under 45 C.F.R. § 164.528. Within ten days of notice by CE of a request for an accounting of Disclosures of PHI, BA will make available to CE all information related to Disclosures by BA and its Subcontractors necessary for CE to fulfill its obligations under 45 C.F.R. § 164.528. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA for at least six years. At a minimum the information collected and maintained will include: (a) the date of disclosure; (b) the name of the person who received the PHI and, if known, the address of the person; (c) a brief description of PHI disclosed; and (d) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA, BA will, within five days of a request, forward it to CE in writing. It is CE's responsibility to prepare and deliver any such accounting requested, and BA will not provide an accounting directly to an Individual.

2.10 Delegation of Obligations. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations.

2.11 Access to Records. BA will make its internal practices, books, and records relating to the use and disclosure of PHI available, upon request, to CE and the Secretary for purposes of determining CE and BA's compliance with the Privacy Rule and this BAA.

2.12 Minimum Necessary. BA will request, use, and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. BA understands and agrees that the definition of "minimum necessary" is in flux, and BA will keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

2.13 Data Ownership. Unless otherwise addressed in the Underlying Agreement, BA acknowledges that BA has no ownership rights in the PHI.

Article 3 Term and Termination

3.1 Material Breach. CE may terminate this BAA and any Underlying Agreement upon written notice to BA if CE determines that BA or its Subcontractors or agents breached a material term of this BAA, despite any contrary term in the Underlying Agreement. CE may choose to provide BA with an opportunity to cure any breach of this BAA, and CE may terminate this BAA if BA fails to cure the breach within the period specified in the notice of the breach.

3.2 Judicial or Administrative Proceedings. CE may terminate this BAA and the Underlying Agreement, despite any contrary term in the Underlying Agreement effective immediately, if **(a)** BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws, or **(b)** a finding or stipulating that BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which CE has been joined.

3.3 Effect of Termination. Upon termination of this BAA for any reason, BA will, at the option of CE, return or destroy all PHI that BA still maintains in any form, and will not retain any copies of such PHI. If return or destruction is unfeasible as determined by CE, BA will provide CE with written notice of the circumstances that BA believes make the return or destruction of the PHI infeasible and continue to extend the protections of this BAA to such information and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If CE elects destruction of the PHI, BA will certify in writing to CE that such PHI has been destroyed. BA will be responsible for returning or destroying any PHI in the possession of its Subcontractors consistent with the requirements of this Section related to return and destruction of PHI.

Article 4 General Provisions

4.1 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Despite any contrary term in the Underlying Agreement, CE may terminate the Underlying Agreement and this BAA upon 30 days' written notice in the event **(a)** BA does not promptly enter into negotiations to amend this BAA when requested by CE pursuant to this Section, or **(b)** BA does not enter into an amendment to this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

4.2 Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any Subcontractors, employees, or agents assisting BA in the performance of its obligations under this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy by BA, except where BA or its Subcontractor, employee, or agent is a named adverse party.

4.3 Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for its decisions regarding the safeguarding of PHI.

4.4 Indemnification. BA will indemnify, defend, and hold CE and its employees, agents, officers, directors, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damages, or liability arising from (a) any breach by BA of its obligations under this BAA, or (b) any impermissible use or disclosure of PHI by BA or its Subcontractors, however caused. CE will indemnify, defend, and hold BA and its employees, agents, officers, directors, shareholders, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damages, or liability arising from a breach of this BAA by CE. The indemnification rights and obligations set forth in this Section are not subject to any limitation of liability provision contained in the Underlying Agreement.

4.5 Insurance. BA must carry cyber liability coverage with minimum limits of \$10,000,000 per occurrence, \$10,000,000 in the aggregate, including coverage for data reconstruction, financial damages resulting from the unauthorized disclosure of or general corruption or loss of personal data (including but not limited to PHI), identity theft monitoring services for Individuals whose PHI was compromised, costs of incident response, investigation and follow-up, coverage for actions of rogue employees and the costs of defending or responding to (including damages and fines) any investigations or informational requests from any regulatory agency or other governmental or quasi-governmental agency responsible for the control and use of PHI. To the extent not already required in the Underlying Agreement and upon CE's request, BA shall provide CE with an annual certificate of insurance to demonstrate its compliance with this provision.

4.6 Interpretation. The provisions of this BAA prevail over any provisions in the Underlying Agreement that may conflict or appear inconsistent with any provision in this BAA, provided that any terms in the Underlying Agreement that may provide greater protections to the privacy and security of PHI than are set forth in this BAA govern. This BAA and the Underlying Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA will be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

4.7 No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

4.8 Offshoring Prohibition. BA shall not, and shall not allow others to: (a) transfer or disclose any PHI outside of the United States of America; (b) store, whether or not on a temporary or permanent basis, any PHI in a location located outside the United States of America; or (c) otherwise process or allow access, even remote access, to any PHI from a location located outside the United States of America without CE's prior written consent. To obtain CE's prior written consent related to offshore activities, BA must submit a request for permission in writing to CE's Office of General Counsel. The request must include details sufficient to identify the Offshore entity, the specific PHI involved in the Offshore request, and a clear description of the Offshore activity. CE reserves the right to request and, upon that request BA must provide, additional documentation and evidence of Offshore entity's compliance with the terms of

this BAA. BA shall ensure that representatives of CE and of Medicare plans in which CE participates have the right to audit any Offshore entity receiving PHI; provided, however, that such audits will be limited to the use and disclosure of PHI by the Offshore entity and the administrative, physical, technical, and organizational privacy and security safeguards, and policies, procedures, and documentation addressing the privacy and security of PHI.

4.9 Survival. The rights and obligations under Sections 2.9, 3.3, 4.2, and 4.4 survive termination of this BAA.

The parties have duly executed this BAA as of the last date signed.

Covered Entity

Hanford Community Hospital dba Adventist Health
Hanford
Hanford Community Hospital dba Adventist Health
Selma

Business Associate

City of Selma Fire Department

By: _____

Print Name: Heidar Thordarson _____

Title: Treasurer _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit 3.1
Compensation

Adventist Health shall compensate Vendor as follows:

Compensation. The rate of reimbursement for services rendered under this Agreement shall be in accordance with the VENDOR's then-current, adopted Fee Schedule. VENDOR shall apply a twenty percent (20%) discount to the total amount of all such services rendered to ENTITY per occurrence.

Ambulance Fee Schedule			
Effective January 1, 2026			
#	Description	Current Fee/Charge	20% Discounted Rate
1	ALS 1 Base & Emergency Base	\$2,525.00	\$2,020.00
2	ALS 2	\$2,945.83	\$2,356.66
3	BLS Base & Emergency Base	\$2,104.17	\$1,683.34
4	Mileage (Per loaded mile)	\$46.41	\$37.13

**Fee Schedule adjusted annually, effective January 1st, based off November, Western Region CPI.*

This Page Left Blank Intentionally

2-10

Adopt Resolution 2026-103 Approving
the Purchase and Installation of an
Automated External Defibrillator
(AED) at the Selma Senior Center,
Authorization for CPR/AED Training
for SPARKS Staff and Authorizing the
City Manager or Designee to Execute
All Necessary Associated Documents

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Consideration of Resolution 2026-103 Approving the Purchase and Installation of an Automated External Defibrillator (AED) at the Selma Senior Center, Authorization for CPR/AED Training for SPARKS Staff and Authorizing the City Manager or Designee to Execute All Necessary Associated Documents

SUBMITTED: Jordan Webster, Fire Chief

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2026-103 authorizing the purchase and installation of a LIFEPAK CR2 Automated External Defibrillator (AED) at the Selma Senior Center from Stryker Sales, LLC, and authorizing CPR/AED training for SPARKS (Community Services) staff assigned to the Senior Center, with funding appropriated through the Ambulance Fund., and authorizing the City Manager or designee to execute all necessary associated documents.

DISCUSSION:

The Senior Center serves a population that is disproportionately at higher risk for sudden cardiac events due to age-related cardiovascular risk factors. Currently, the facility does not have an on-site AED, meaning staff and patrons must rely solely on the arrival of emergency medical services in the event of a cardiac emergency. Response time is a critical factor in cardiac arrest survival, and equipping the Senior Center with an AED and trained staff would close this gap in the critical minutes before paramedics arrive.

Sudden cardiac arrest (SCA) is a leading cause of death, and survival is highly time-dependent. For every minute that passes without intervention, the likelihood of survival decreases significantly. Early recognition and a rapid, layered response, early access to 911, early CPR, and early defibrillation (cardioversion), form what is widely recognized in emergency medicine as the "chain of survival."

- **Early Detection/Recognition:** Prompt identification of cardiac arrest allows bystanders to activate emergency response and begin lifesaving measures without delay, rather than waiting for professional responders to arrive.
- **CPR:** Immediate bystander CPR helps maintain blood flow to the brain and vital organs, extending the window in which defibrillation can be effective, and has been shown to significantly improve survival outcomes when performed in the first few minutes of arrest.
- **Cardioversion (Defibrillation):** Many cases of sudden cardiac arrest are caused by an abnormal heart rhythm that can be corrected only by delivering an electrical shock through a defibrillator. AEDs are designed for use by trained laypersons and guide the user through each step, making them a critical tool for non-medical staff to restore a normal heart rhythm before advanced medical care arrives.

Placing an AED on-site at the Senior Center, combined with trained SPARKS (Community Services) staff who can recognize a cardiac event and initiate CPR while the AED is deployed, would meaningfully improve the odds of survival for this higher-risk population and provide an added layer of protection at a facility with significant senior foot traffic.

The Selma Fire Department has obtained a quote from Stryker Sales, LLC for the purchase of one (1) LIFEPAK CR2 Defibrillator (Semi-Automatic, Wi-Fi enabled, English, with handle, 8-year warranty, QUIK-STEP electrodes, battery, LIFELINKcentral AED Program Manager Basic Account, USB cable, and operating instructions). The quoted unit price is \$2,607.20, with estimated sales tax of \$220.96 (8.475%) and no shipping or handling charges, for a grand total of \$2,828.16.

FISCAL IMPACT:

The purchase of the AED, its installation, ongoing maintenance (including battery and pad replacement), and CPR/AED training for SPARKS staff will be funded through the Ambulance Fund and supported by ambulance revenue. No General Fund appropriation is required. The total cost of the AED unit is \$2,828.16, inclusive of applicable sales tax.

Attachments:

- ☒ Resolution 2026-103
- ☐ Ordinance
- ☐ Map
- ☐ Agreement
- ☒ Other

Attachment A: Stryker Quote No. 11355062

RESOLUTION NO. 2026-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE PURCHASE AND INSTALLATION OF AN AUTOMATED EXTERNAL DEFIBRILLATOR (AED) AT THE SELMA SENIOR CENTER AND CPR/AED TRAINING FOR SPARKS STAFF, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY ASSOCIATED DOCUMENTS

WHEREAS, the Selma Senior Center serves a population that is disproportionately at higher risk for sudden cardiac events due to age-related cardiovascular risk factors, and the facility currently does not have an on-site AED; and

WHEREAS, sudden cardiac arrest is a leading cause of death and survival is highly time-dependent, with each passing minute without intervention significantly decreasing the likelihood of survival; and

WHEREAS, equipping the Senior Center with an AED and ensuring that SPARKS (Community Services) staff are trained in CPR and AED use would close the critical gap in emergency response in the minutes before paramedics arrive, meaningfully improving survival outcomes for Senior Center patrons and staff; and

WHEREAS, the Selma Fire Department has obtained a quote from Stryker Sales, LLC (Quote No. 11355062) for the purchase of one (1) LIFEPAK CR2 Automated External Defibrillator at a total cost of \$2,828.16, inclusive of applicable sales tax; and

WHEREAS, the purchase of the AED, its installation, ongoing maintenance, and CPR/AED training for SPARKS staff will be funded through the Ambulance Fund, with no General Fund appropriation required; and

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

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

SECTION 2. The City Council hereby authorizes the purchase and installation of one (1) LIFEPAK CR2 Automated External Defibrillator from Stryker Sales, LLC, for placement at the Selma Senior Center, at a total cost not to exceed \$2,828.16.

SECTION 3. The City Council hereby authorizes CPR/AED training for SPARKS (Community Services) staff assigned to the Selma Senior Center, to be coordinated through the Selma Fire Department.

SECTION 4. Funding for the AED purchase, installation, ongoing maintenance, and CPR/AED training shall be appropriated through the Ambulance Fund. No General Fund appropriation is required.

SECTION 5. The City Manager or designee is authorized to execute all documents necessary to implement this fee schedule.

SECTION 6. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Scott Robertson
Mayor

Miriam Cruz
Interim City Clerk

Exhibit A
Stryker Quote
11355062



CR2 AED

Quote Number: 11355062

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: SELMA FIRE DEPT

Rep:

Angela Rouse

Attn:

Email:

angela.rouse@stryker.com

Phone Number:

Quote Date: 08/11/2026

Expiration Date: 11/09/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	SELMA FIRE DEPT	Name:	SELMA FIRE DEPT	Name:	SELMA FIRE DEPT
Account #:	20164891	Account #:	20164891	Account #:	20164891
Address:	1711 TUCKER ST	Address:	1711 TUCKER ST	Address:	1711 TUCKER ST
	SELMA		SELMA		SELMA
	California 93662-3788		California 93662-3788		California 93662-3788

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99512-001262	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, handle, 8 year warranty. Includes 1 PR QUIK-STEP electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	1	\$2,607.20	\$2,607.20
Equipment Total:					\$2,607.20

Price Totals:

Estimated Sales Tax (8.475%):	\$220.96
Shipping and Handling:	\$0.00
Grand Total:	\$2,828.16

Prices: In effect for 30 days

Terms: Net 30 Days



CR2 AED

Quote Number: 11355062

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: SELMA FIRE DEPT
Attn:

Division: Medical
Rep: Angela Rouse
Email: angela.rouse@stryker.com
Phone Number:

Quote Date: 08/11/2026

Expiration Date: 11/09/2026

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

This Page Left Blank Intentionally

2-11

Adopt Resolution 2026-104 Approving
Amendment VII to the
Agreement for Contracted Services
Between the Fresno County Rural
Transit Agency and the City of Selma

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Adoption of Resolution of 2026-104, Approving Amendment VII to the Agreement for Contracted Services Between the Fresno County Rural Transit Agency and the City of Selma

SUBMITTED: Jason Rogers, City Manager

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Staff recommends Council adoption of resolution 2026-104, approving Amendment VII of the Agreement between the City and the Fresno County Rural Transit Agency. (FCRTA).

DISCUSSION:

The City and FCRTA originally entered into an agreement for fleet vehicle maintenance on August 29, 2018. The original agreement was for a three-year period. The agreement can be extended by written notice between parties, which it has several times. This agreement covers the period of July 1, 2026, through August 31, 2026. The amount of the contract to the City for services is not to exceed \$342,102.11, an increase of 7% with a 'not to exceed' amount as provided in Amendment VI of this agreement.

FISCAL IMPACT:

Total compensation varies depending on several factors. Contract calls for compensation to the City of Selma, not to exceed \$342,102.11.

Attachments:

- ☒ Resolution 2026-104
 - ☐ Ordinance
 - ☐ Map
 - ☐ Agreement
 - ☐ Other
- List:

RESOLUTION NO. 2026-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING AMENDMENT VII TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE CITY OF SELMA

WHEREAS, the City of Selma (“City”) and the Fresno County Rural Transit Agency (“FCRTA”) entered into an Agreement for Contracted Services on August 29, 2018, for the City to provide fleet vehicle maintenance services to FCRTA; and

WHEREAS, the Agreement has subsequently been amended by mutual written agreement of the City and FCRTA to continue the provision of fleet vehicle maintenance services; and

WHEREAS, the City and FCRTA desire to enter into Amendment VII to continue contracted fleet vehicle maintenance services for the period of July 1, 2026 through August 31, 2026; and

WHEREAS, pursuant to Amendment VII, compensation to the City for services performed under the Agreement shall not exceed \$342,102.11; and

WHEREAS, the City Council finds that approval of Amendment VII is in the best interest of the City and provides for the continued delivery of fleet maintenance services to FCRTA; and

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

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

SECTION 2. The City Council hereby approves Amendment VII to the Agreement for Contracted Services between the Fresno County Rural Transit Agency and the City of Selma for the period of July 1, 2026 through August 31, 2026, with compensation to the City not to exceed \$342,102.11.

SECTION 3. The City Manager is hereby authorized to execute Amendment VII on behalf of the City and to take such administrative actions and execute such ancillary documents as may be reasonably necessary to implement the Amendment, provided such actions are consistent with the terms approved by the City Council.

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

sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Scott Robertson,
Mayor

Miriam Cruz
Interim City Clerk

AMENDMENT VII TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
CITY OF SELMA

This Amendment VII to Agreement (hereinafter "Amendment VII") amends that certain Member Agency Services Agreement (hereinafter "Agreement"), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and City of Selma, a municipal corporation (hereinafter "CITY"), whereby CITY agreed to provide services to FCRTA to maintain FCRTA's vehicle fleet. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals:

A. The Agreement between FCRTA and CITY had a three-year term set to expire on September 1, 2021.

B. The Agreement was amended by Amendment II and was extended for up to four (4) additional years, in one-year increments, subject to the FCRTA Board of Directors approval.

C. The Parties wish to extend the term of the Agreement for an additional year.

D. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through 2027.

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CITY agree to amend the Agreement as follows:

1. Notwithstanding any language to the contrary in SECTION 2 "TERM OF SERVICES" of the Agreement, the term of the Agreement shall be extended by one year through August 30, 2027.
2. That existing SECTION 4, "COMPENSATION, BILLING AND PAYMENT FOR SERVICE," shall be deleted in its entirety and replaced with the following:

The compensation to the CITY for Services under this Agreement shall not exceed \$342,102.11 for FY 2026-27, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. City shall bill FCRTA for the Services set forth herein at the rates set forth in Exhibit 1. FCRTA has no responsibility to pay any sums beyond the compensation set forth in this Agreement. This amount may be amended by mutual written agreement between FCRTA and the City. FCRTA shall pay City for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from FCRTA to City for services rendered pursuant to this Agreement. City shall submit all invoices to the FCRTA in the manner specified herein:

- 4.1 Invoices.** Subject to the previous Sections, the City shall submit a summarized monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered on the fleet vehicles. The billing statement shall set forth the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- 4.1.1 The beginning and ending dates of the billing period.
- 4.1.2 A detailed billing statement of all personnel, parts, supplies provided by the City during the invoice period with copies of work orders itemizing specific maintenance, or inspection, work performed to each respective vehicle, with a separate accounting of parts and fluids.
- 4.1.3 The City's Contract Administrator's signature.

- 4.2 **Service Fees.** The City will invoice the FCRTA for actual service(s) provided in accordance with the per the attached reimbursement schedule by job class.

Invoices and billings by other independent vendors, under the City's direction, shall be coordinated by City maintenance personnel for recordkeeping and accountability requirements.

- 4.3 **Parts.** FCRTA shall reimburse City for the cost of all parts, fluids, and all things necessary to perform the required Services (the "Parts"), with the exception of personnel. FCRTA shall purchase and maintain all equipment necessary to provide the Services. The Parts are not included in the costs set forth in Exhibit 1, and are not subject to the dollar limitation set forth in this Section 4. The City shall not include any billing markup on Parts.

- 4.4 **Payment by FCRTA.** FCRTA shall make payment within thirty (30) days from receipt of said invoice.

- 3. Exhibit 1 to this Amendment shall replace Exhibit 1 to the Agreement, and is incorporated into the Agreement by this reference.
- 4. This Amendment VII shall become effective July 1, 2026 (hereinafter "Effective Date").
- 5. Upon the Effective Date, the Agreement, Amendment I, Amendment II, Amendment III, Amendment IV, Amendment V, Amendment VI, and this Amendment VII shall together constitute the Agreement.
- 6. Unless expressly modified by the terms of this Amendment VII, all terms of the Agreement remain in full force and effect.
- 7. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment VII, and that the individual signing this Amendment VII on behalf of such Party has been duly authorized to execute this Amendment VII on behalf of such Party, and will, by signing this Amendment VII on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment VII. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment VII in order for such Party to authorize, enter into, and perform its obligations under this Amendment VII, or that if such approval or consent to this Amendment VII is required, that such approval or consent has been obtained.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have executed this document the ____ day of _____, 2026.

FRESNO COUNTY RURAL TRANSIT AGENCY

By Janelle Del Campo
JANELLE DEL CAMPO, General Manager

CITY OF SELMA

By _____
SCOTT ROBERTSON, City of Selma Mayor

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
Douglas T. Sloan, County Counsel

By Alison H. Samarin e-signed 6/17/2026
Alison H. Samarin, Sr. Deputy County Counsel

EXHIBIT 1

Budget Form (Maintenance)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2025-26

By Number of Employees, Total Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	# of Employees to Provide	Total Billable Hours	FY 25-26 Hourly Contract Billing Service Rate	FY 25-26 Annual FY Total of Service Contracts
Maintenance Shuttle	Maintenance	2	3,968.00	\$ 37.92	\$140,625.92
Fleet Services Coordinator	Maintenance	1	1,984.00	\$ 96.58	\$179,095.68
TOTALS		3			\$342,102.11

This Page Left Blank Intentionally

2-12

Adopt Resolution 2026-105
authorizing the appointment of the
City Manager and Deputy City
Manager as Plan Sponsor for Mission
Square Retirement 457 Employee
Defined Contribution Retirement Plan

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Adopt Resolution 2026-105 authorizing the appointment of the City Manager and Deputy City Manager as Plan Sponsor for Mission Square Retirement 457 Employee Defined Contribution Retirement Plan

SUBMITTED: Margee Fallert, Deputy City Manager

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Adopt Resolution 2026-105 authorizing the appointment of the City Manager and Deputy City Manager as Plan Sponsor for Mission Square Retirement 457 Employee Defined Contribution Retirement Plan

DISCUSSION:

In prior years the city used Mission Square for their 457 Vendor and the former City Manager by name and Human Resources Director by name were the authorized sponsors on the account. The City in 2024 moved from Mission Square to a different vendor but allowed a couple of employees to keep their funds in Mission Square. Staff currently has no ability to make changes in Mission Square since no current administrators are on the account. Staff is requesting that through the adoption of the resolution that staff titles are used so that if there are changes in staffing it does not have to be brought back to council to gain access.

FISCAL IMPACT:

No fiscal impact.

Attachments:

- ☒ Resolution 2026-105
- ☐ Ordinance
- ☐ Map
- ☐ Agreement
- ☐ Other

List:

RESOLUTION NO. 2026-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING THE APPOINTMENT OF THE CITY MANAGER AND DEPUTY CITY MANAGER AS PLAN SPONSORS FOR MISSION SQUARE RETIREMENT CORPORATION 457 EMPLOYEE DEFINED CONTRIBUTION RETIREMENT PLAN

WHEREAS, the City of Selma ("City") is a municipality located in Selma, California; and

WHEREAS, the City of Selma has employees that have contributions in Mission Square Retirement Corporation 457 employee defined contribution retirement plan; and

WHEREAS, the City the city needs to update the authorized plan sponsors to be able to make changes within the plan; and

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council hereby approves that the positions of City Manager and the Deputy City Manager shall be appointed as Plan Sponsor for the Mission Square Retirement Corporation 457 Employee Defined Contribution Retirement Plan with the following responsibilities related to the Plan; 1) coordinator of the Plan 2) receive all necessary reports, notices, etc. from Mission Square Retirement; 3) cast, on behalf of the City of Selma any required votes related to the Vantage Trust Company; 4) assign all administrative duties to carry out the Plan to the appropriate designee(s) with the City of Selma; and 5) execute all necessary agreements with Mission Square Retirement incidental to the administration of the Plan.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Scott Robertson
Mayor

Miriam Cruz
Interim City Clerk

This Page Left Blank Intentionally

2-13

Adopt Resolution 2026-106
Authorizing the City Manager, or His
Designee, to Execute a Shared Use
Agreement with Walmart for the
Placement of a Solar Canopy Structure
Over a City Storm Drain Line

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Consideration of Resolution 2026-106 Authorizing the City Manager, or His Designee, to Execute a Shared Use Agreement with Walmart for the Placement of a Solar Canopy Structure Over a City Storm Drain Line

SUBMITTED: Michael Honn, Public Works Director

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2026-106 authorizing the City Manager, or his designee, to execute a Shared Use Agreement with Walmart for the placement of a solar canopy structure over a City-owned storm drain line located within Walmart's property, with all maintenance, removal, and replacement obligations assigned to Walmart.

BACKGROUND:

The City of Selma owns and maintains storm drain infrastructure throughout the city, including a storm drain line that runs beneath or adjacent to property owned and operated by Walmart within the City limits. Walmart has expressed interest in constructing a solar canopy structure over the area above this storm drain line as part of its sustainability and energy generation efforts.

DISCUSSION:

The proposed Shared Use Agreement would allow Walmart to construct and operate a solar canopy structure over the City's storm drain line located on Walmart's property, subject to the following key terms and conditions:

1. Grant of Shared Use

- The City would grant Walmart the right to construct, install, and operate a solar canopy structure in the area above the City's storm drain line, within the boundaries of Walmart's property.
- The agreement would not convey any ownership interest in the underlying storm drain infrastructure to Walmart.

2. Walmart's Maintenance Responsibility

- Walmart shall assume full and sole responsibility for the ongoing maintenance, repair, and upkeep of the solar canopy structure from and after the date of execution of the agreement.
- The City shall bear no financial or operational responsibility for the solar canopy structure at any time.
- Walmart shall maintain the structure in a safe condition and in compliance with all applicable building codes, electrical codes, and City ordinances.

3. Access to Storm Drain — Removal and Replacement Obligation

- In the event the City determines, in its sole discretion, that access to the storm drain line is necessary for inspection, repair, replacement, or any other maintenance activity,

Walmart shall be required to remove the solar canopy structure, or such portion thereof as is necessary to provide the City with unobstructed access.

- All costs associated with the removal and subsequent replacement of the solar canopy structure shall be borne entirely by Walmart.
- Walmart shall complete the removal within a reasonable timeframe as specified by the City Engineer, and shall restore the solar canopy structure to its prior condition upon completion of the City's storm drain work.
- The City shall provide Walmart with reasonable advance written notice prior to requiring removal, except in the case of emergency repairs, in which case the City may require immediate access.

4. Indemnification and Hold Harmless

- Walmart shall fully defend, indemnify, and hold harmless the City of Selma, its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the construction, installation, maintenance, operation, removal, or replacement of the solar canopy structure.
- This indemnification obligation shall survive the termination or expiration of the agreement.

5. Insurance

- Walmart shall maintain, at its own expense, commercial general liability insurance in amounts acceptable to the City, and shall name the City of Selma as an additional insured on all required policies.
- Proof of insurance shall be provided to the City prior to commencement of any construction activity and shall be maintained for the duration of the agreement.

6. Term and Termination

- The agreement shall remain in effect for the operational life of the solar canopy structure, or until terminated by either party upon written notice as specified in the agreement.
- The City reserves the right to terminate the agreement if Walmart fails to comply with any material term, including the obligation to remove the structure upon City request.

7. Authority to Execute

- Consistent with the City's established practice, the City Manager, or his designee, shall be authorized to execute the Shared Use Agreement on behalf of the City of Selma, and to approve non-material amendments thereto in consultation with the City Attorney.
- The agreement shall be approved as to form by the City Attorney prior to execution.

FISCAL IMPACT:

There is no direct fiscal impact to the City associated with this agreement. All costs related to the construction, maintenance, removal, and replacement of the solar canopy structure shall be borne by Walmart. The City retains full access rights to its storm drain infrastructure at no cost to the City.

Attachments:

- ☒ Resolution 2026-106
- ☐ Ordinance
- ☐ Map
- ☐ Agreement
- ☒ Other

List: Shared Use Agreement

RESOLUTION NO. 2026-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A SHARED USE AGREEMENT WITH WALMART FOR THE PLACEMENT OF A SOLAR CANOPY STRUCTURE OVER A CITY-OWNED STORM DRAIN LINE

WHEREAS, Walmart owns and operates a commercial facility within the City of Selma, and a city-owned storm drain line is located beneath or adjacent to a portion of Walmart's property; and

WHEREAS, Walmart desires to construct and operate a solar canopy structure over the area above the City's storm drain line; and

WHEREAS, it is in the best interest of the City to allow such use, provided that the City's access to and operational control over its storm drain infrastructure is fully preserved; and

WHEREAS, the proposed Shared Use Agreement places all responsibility for maintenance, removal, and replacement of the solar canopy structure upon Walmart, at no cost to the City; and

WHEREAS, the City Council has reviewed the proposed Shared Use Agreement and finds it to be in the public interest; and

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

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

SECTION 2. The City Manager, or his designee, is hereby authorized to execute the Shared Use Agreement with Walmart, in a form approved by the City Attorney, on behalf of the City of Selma.

SECTION 3. The City Manager is further authorized to approve non-material amendments to the Agreement in consultation with the City Attorney.

SECTION 4. The City Clerk is directed to attest to the Agreement and to take all actions necessary to effectuate this Resolution.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Scott Robertson,
Mayor

Miriam Cruz
Interim City Clerk

SHARED USE AGREEMENT FOR CANOPY ENCROACHMENT OVER STORM DRAIN EASEMENT

Date: _____

This Shared Use Agreement ("Agreement") is entered into as of _____, 20____, by and between the City of _____ ("City") and Wal-Mart Real Estate Business Trust, a Delaware statutory trust, or its successors and assigns ("Property Owner"), concerning the property located at _____ ("Property").

RECITALS

WHEREAS, the Property Owner owns or controls the Property upon which a canopy structure is proposed to be constructed; and

WHEREAS, a portion of the proposed canopy is intended to span an existing storm drain easement located on the Property ("Easement"); and

WHEREAS, the City maintains rights of access within the Easement for inspection, maintenance, repair, replacement, and operation of storm drain facilities; and

WHEREAS, the City is willing to permit the canopy to encroach over the Easement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Permission to Span Easement

The City hereby permits the proposed canopy structure to extend over and span the Easement area, subject to compliance with all applicable laws, codes, permits, and the conditions of this Agreement.

2. Preservation of Easement Rights

Nothing contained in this Agreement shall diminish, impair, restrict, or interfere with the City's rights within the Easement as set forth in the documents creating or governing the Easement. The City shall retain full and unrestricted access to the Easement and all storm drain facilities located therein for any purpose related to inspection, operation, maintenance, repair, replacement, reconstruction, or emergency response. Similarly, nothing in this Agreement shall diminish, impair, restrict, or interfere with the Property Owner's rights in and to the Property, including any rights the Property Owner may have under or with respect to the Easement, except as expressly set forth herein.

3. Future Access and Removal

- The City may require access to the Easement at any time for maintenance, repair, replacement, reconstruction, inspection, or emergency work involving the storm drain facilities. Except in the case of an emergency, the City shall provide the Property Owner with reasonable advance written notice (not less than 10 business days) before requiring access that would affect the canopy.

- If the City reasonably determines that temporary or permanent removal, relocation, modification, or alteration of any portion of the canopy is necessary to facilitate such work, the Property Owner shall, at its sole cost and expense, promptly remove, relocate, modify, or reconstruct the canopy as reasonably required by the City. The City shall exercise its rights under this Section 3 in good faith and in a manner that minimizes, to the extent reasonably practicable, interference with the Property Owner's use and enjoyment of the Property. If the canopy is temporarily removed or modified, the City shall, upon completion of its work, use reasonable efforts to allow the Property Owner to restore the canopy to its prior condition.
- The City shall not be responsible for any costs associated with removal, relocation, modification, reconstruction, restoration, or replacement of the canopy.

4. Ownership and Maintenance Responsibility

The canopy and all associated structural elements shall remain the sole property and responsibility of the Property Owner.

- Maintenance and repair of the canopy;
- Structural integrity and safety of the canopy;
- Compliance with applicable building and safety requirements;
- Any costs associated with future modifications necessitated by City access to the Easement.

5. Liability and Indemnification

To the fullest extent permitted by law, the Property Owner shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from and against any claims, damages, liabilities, losses, costs, or expenses arising out of or related to the design, construction, use, maintenance, repair, existence, removal, or modification of the canopy, to the extent caused by the negligence or willful misconduct of the Property Owner or its agents, contractors, or employees. This indemnification shall not apply to claims arising from the negligence or willful misconduct of the City, its officers, employees, agents, or representatives.

6. No Compensation

The Property Owner acknowledges that no compensation shall be due from the City for any damage, removal, modification, relocation, interruption of use, or reconstruction of the canopy resulting from the City's good faith exercise of its easement rights in accordance with the terms of this Agreement and the Easement, except to the extent such damage results from the City's negligence or willful misconduct.

7. Successors and Assigns

The terms and conditions of this Agreement shall run with the land and shall be binding upon the Property Owner and its successors, assigns, tenants, and any future owners of the Property.

8. Recordation

Upon execution, this Agreement may be recorded in the official records of _____ County, and the Property Owner shall bear all recording costs.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the canopy encroachment over the Easement and supersedes all prior discussions and understandings concerning the subject matter herein. Notwithstanding the foregoing, this Agreement is supplemental to, and does

not supersede, modify, or amend, the Easement or any documents creating or governing the Easement, and all rights and obligations under the Easement shall remain in full force and effect.

SIGNATURES

CITY OF _____

By: _____

Name: _____

Title: _____

Date: _____

WAL-MART REAL ESTATE BUSINESS TRUST (Property Owner)

By: _____

Name: _____

Title: _____

Date: _____

POWERFLEX, INC. (Acknowledged as Project Representative)

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

- Site Plan Showing Storm Drain Easement
- Canopy Encroachment Exhibit

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA

LEGEND

--- RIGHT-OF-WAY LINE
--- LOT/PARCEL LINE
--- BOUNDARY LINE
--- EASEMENT SIDELINE
--- ORIGINAL LOT/PARCEL LINE
--- SECTION LINE
--- C/L TIE LINE

S - SOUTH
N - NORTH
W - WEST
E - EAST
S'LY - SOUTHERLY
N'LY - NORTHERLY
W'LY - WESTERLY
E'LY - EASTERLY
C/L - CENTERLINE
PL - PROPERTY LINE
R/W - RIGHT OF WAY
TYP - TYPICAL
APN - ASSESSORS PARCEL NUMBER
PTR - TITLE GUARANTEE
INT - INTERSECTION
ESMT - EASEMENT
INST - INSTRUMENT
O.R. - OFFICIAL RECORDS
DN - DOWN
PUE - PUBLIC UTILITY EASEMENT
RAD - RADIAL
PG&E - PACIFIC GAS AND ELECTRIC CO.
SWR - SEWER
WT - WATER

PROPERTY DESCRIPTION

REAL PROPERTY IN THE CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 2 OF PARCEL MAP NO. 91-76, IN THE CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED FEBRUARY 21, 1992 IN BOOK 52, PAGES 64 AND 65 OF PARCEL MAPS OF FRESNO COUNTY RECORDS.

PARCEL B:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AS DESCRIBED IN RECIPROCAL ACCESS EASEMENT RECORDED JULY 16, 2015, AS INSTRUMENT NO. 2015-0090675 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCELS B, C AND D OF PARCEL MAP NO. 2005-0153, IN THE CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED MAY 7, 2007 IN BOOK 67 OF PARCEL MAPS AT PAGES 45 AND 46, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID PARCEL D, SAID POINT BEING ON THE COMMON LINE BEING THE WESTERLY LINE OF SAID PARCEL MAP NO. 2005-0153, AND THE MOST EASTERLY LINE OF PARCEL MAP NO. 91-76 RECORDED IN BOOK 52 OF PARCEL MAPS AT PAGES 64 AND 65, FRESNO COUNTY RECORDS; THENCE SOUTH 00°30'45" WEST, ALONG SAID COMMON LINE, A DISTANCE OF 46.22 FEET TO A POINT BEING 29.00 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF SAID PARCEL D, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 38°21'00" EAST, PARALLEL WITH AND 29.00 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF SAID PARCEL D, A DISTANCE OF 217.26 FEET TO A POINT BEING 136.32 FEET EAST OF SAID COMMON LINE; THENCE SOUTH 00°30'45" WEST, PARALLEL WITH AND 136.32 FEET EAST OF SAID COMMON LINE, A DISTANCE OF 348.77 FEET TO THE BEGINNING OF A 190.00 FOOT RADIUS TANGENT CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°56'59", AN ARC DISTANCE OF 82.74 FEET TO A POINT BEING 18.75 FEET WEST OF THE EAST LINE OF SAID PARCEL B; THENCE SOUTH 00°11'14" WEST, PARALLEL WITH AND 18.75 FEET WEST OF THE EAST LINE OF SAID PARCEL B, A DISTANCE OF 93.87 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL B; THENCE NORTH 89°29'15" WEST, ALONG THE SOUTH LINE OF SAID PARCEL B, A DISTANCE OF 32.03 FEET TO A POINT BEING 122.50 FEET EAST OF SAID COMMON LINE; THENCE NORTH 00°30'45" EAST, PARALLEL WITH AND 122.50 FEET EAST OF SAID COMMON LINE, A DISTANCE OF 24.47 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°21'20", AN ARC DISTANCE OF 23.29 FEET TO THE BEGINNING OF A 40.00 FOOT RADIUS REVERSE CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO SAID BEGINNING BEARS SOUTH 57°09'28" WEST; THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°21'20", AN ARC DISTANCE OF 23.29 FEET TO A POINT BEING 109.32 FEET EAST OF SAID COMMON LINE; THENCE NORTH 00°30'45" EAST, PARALLEL WITH AND 109.32 FEET EAST OF SAID COMMON LINE, A DISTANCE OF 267.18 FEET TO A POINT BEING 335.64 FEET NORTH OF THE SOUTH LINE OF SAID PARCEL B; THENCE NORTH 89°29'15" WEST, PARALLEL WITH AND 335.64 FEET NORTH OF THE SOUTH LINE OF SAID PARCEL B, A DISTANCE OF 109.32 FEET TO A POINT ON SAID COMMON LINE; THENCE NORTH 00°30'45" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 30.00 FEET TO A POINT BEING 365.64 FEET NORTH OF THE SOUTH LINE OF SAID PARCEL B; THENCE SOUTH 89°29'15" EAST, PARALLEL WITH AND 365.64 FEET NORTH OF THE SOUTH LINE OF SAID PARCEL B, A DISTANCE OF 109.32 FEET TO A POINT BEING 109.32 FEET EAST OF SAID COMMON LINE; THENCE NORTH 00°30'45" EAST, PARALLEL WITH AND 109.32 FEET EAST OF SAID COMMON LINE, A DISTANCE OF 147.62 FEET TO A POINT BEING 56.00 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF SAID PARCEL D; THENCE NORTH 38°21'00" WEST, PARALLEL WITH AND 56.00 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF SAID PARCEL D, A DISTANCE OF 174.23 FEET TO A POINT ON SAID COMMON LINE; THENCE NORTH 00°30'45" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 43.03 FEET TO THE TRUE POINT OF BEGINNING.

APN: 348-191-12

POLICY OF PREPARER

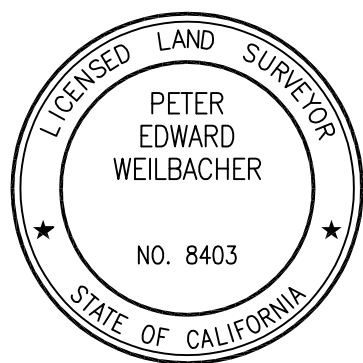
AS A MATTER OF POLICY, ONLY OFFICIALLY RELEASED COPIES OF THIS SURVEY HAVE A "WET" SIGNATURE ALONG WITH THE RELEASE/REVISION DATE(S) SHOWN. ANY MODIFICATIONS, UPDATES, OR REVISIONS WITH THEIR EFFECTIVE RELEASE DATES WILL BE SHOWN THEREON. ANY PARTIES REQUIRING INFORMATION WHICH MAY BE DERIVED FROM THIS SURVEY AFTER THE INITIAL RELEASE DATE ARE ADVISED TO CONTACT THE OFFICE OF THE PREPARER TO INQUIRE ON THE PRESENT STATUS OF THE SURVEY AND IF LATER VERSIONS HAVE BEEN RELEASED. COPIES OF THIS SURVEY LACKING THE HEREIN ABOVE MENTIONED SIGNATURE ARE TO BE CONSIDERED NON OFFICIALLY RELEASED VERSIONS OF THIS SURVEY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO WAL-MART STORES, INC., A DELAWARE CORPORATION, AND FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(A)(B), 7(A)(B), 8, 11(B), 13, 14, 15, 16, 17, 18, AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 5, 2026.

P E W



PETER E. WEILBACHER, PLS 8403
EXPIRES 06-30-26

May 13 2026

DATE:

TITLE REPORT EXCEPTIONS

EASEMENTS ARE PLOTTED HEREON WITH REFERENCE TO SCHEDULE B EXCEPTION NUMBER. EXAMPLE = ② SCHEDULE B EXCEPTION NUMBER.

- GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2024-2025.
FIRST INSTALLMENT: \$77,002.16, OPEN
PENALTY: \$0.00
SECOND INSTALLMENT: \$77,002.16, OPEN
PENALTY: \$0.00
TAX RATE AREA: 011-041
A. P. NO.: 348-191-12

- ASSESSMENT LIENS, IF APPLICABLE, COLLECTED WITH THE GENERAL AND SPECIAL TAXES, INCLUDING BUT NOT LIMITED TO THOSE DISCLOSED BY THE REFLECTION OF THE FOLLOWING ON THE TAX ROLL:

1915 BOND FOR 91-2.

- TAXES AND ASSESSMENTS, IF ANY, OF THE CONSOLIDATION IRRIGATION DISTRICT.

- THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

- AN EASEMENT FOR RIGHT TO USE DITCHES THAN ON SAID LAND TO IRRIGATE ANY LANDS OF GRANTORS, WITH RIGHT OF ENTRY TO MAKE REPAIRS THEREOF AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 20, 1904 IN BOOK 339 OF DEEDS, PAGE 16. IN FAVOR OF: MARY J. BOND
AFFECTS: AS DESCRIBED THEREIN

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

[AFFECTS THE WAL-MART PARCEL; SAID EASEMENT IS BLANKET IN NATURE]

- AN EASEMENT SHOWN OR DEDICATED ON THE MAP AS REFERRED TO IN THE LEGAL DESCRIPTION FOR:
WATER; PUBLIC UTILITY; INGRESS AND EGRESS;
IRRIGATION; SEWER AND PEDESTRIAN WALKWAY AND
INCIDENTAL PURPOSES.

[PLOTTED; AFFECTS THE WAL-MART PARCEL]

- COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED MARCH 11, 1992 AS INSTRUMENT NO. 92030613 OF OFFICIAL RECORDS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEBAT OR GENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION, OR RESTRICTION, IF ANY, INDICATING A PREFERENCE, LIMITATION, OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY; TO THE EXTENT THAT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE APPLICABLE STATE OR FEDERAL LAWS, LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

[AFFECTS THE WAL-MART PARCEL; SAID EASEMENT IS BLANKET IN NATURE]

- AN EASEMENT FOR RIGHT OF WAY FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 29, 1992 AS INSTRUMENT NO. 92148803 OF OFFICIAL RECORDS, IN FAVOR OF: CALIFORNIA WATER SERVICE CORPORATION
AFFECTS: AS DESCRIBED THEREIN

[PLOTTED; AFFECTS THE WAL-MART PARCEL]

- AN EASEMENT FOR SEWER PIPE LINES AND INCIDENTAL PURPOSES, RECORDED MAY 25, 1993 AS INSTRUMENT NO. 93078252 OF OFFICIAL RECORDS, IN FAVOR OF: THE CITY OF SELMA
AFFECTS: AS DESCRIBED THEREIN

[PLOTTED; AFFECTS THE WAL-MART PARCEL]

- AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES, RECORDED AUGUST 09, 1994 AS INSTRUMENT NO. 94124793 OF OFFICIAL RECORDS, IN FAVOR OF: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION
AFFECTS: AS DESCRIBED THEREIN

[PLOTTED; AFFECTS THE WAL-MART PARCEL]

- THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL ACCESS EASEMENT" RECORDED JULY 16, 2015 AS INSTRUMENT NO. 2015-0090675 OF OFFICIAL RECORDS.

[PLOTTED AS PARCEL B (P.T.R.); SAID EASEMENT IS APPURTENANT TO THE WAL-MART PARCEL]

- AN EASEMENT FOR THE RIGHT FROM TIME TO TIME TO EXCAVATE FOR, CONSTRUCT, RECONSTRUCT, INSTALL, REPLACE (OF INITIAL OR ANY OTHER SIZE), REMOVE, MAINTAIN, INSPECT AND USE FACILITIES, TOGETHER WITH A RIGHT OF WAY THEREFOR AND ALSO INGRESS THERETO AND EGRESS THEREFROM AND INCIDENTAL PURPOSES, RECORDED MAY 20, 2019 AS INSTRUMENT NO. 2019-0051656 OF OFFICIAL RECORDS, IN FAVOR OF: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION
AFFECTS: AS DESCRIBED THEREIN

TERMS AND PROVISIONS CONTAINED IN THE ABOVE DOCUMENT.

[PLOTTED; AFFECTS THE WAL-MART PARCEL]

- ANY EASEMENTS AND/OR SERVITUDES AFFECTING EASEMENT PARCEL(S) B HEREIN DESCRIBED.

- ANY CLAIM THAT THE TITLE IS SUBJECT TO A TRUST OR LIEN CREATED UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930 (7 U.S.C. §§499A, ET SEQ.) OR THE PACKERS AND STOCKYARDS ACT (7 U.S.C. §§181 ET SEQ.) OR UNDER SIMILAR STATE LAWS.

CONSIDERATION FOR THE DELETION OF THIS EXCEPTION IS HIGHLY FACT INTENSIVE. PLEASE CONTACT THE UNDERWRITER ASSIGNED TO YOUR FILE AS SOON AS POSSIBLE TO DISCUSS.

- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

- WE FIND NO OPEN DEED OF TRUST. THE COMPANY WILL REQUIRE SATISFACTORY PROOF, PRIOR TO INSURING THE CONTEMPLATED TRANSACTION, THAT THE SUBJECT PROPERTY IS FREE FROM ANY ENCUMBRANCES. PLEASE PROVIDE THE FOLLOWING:

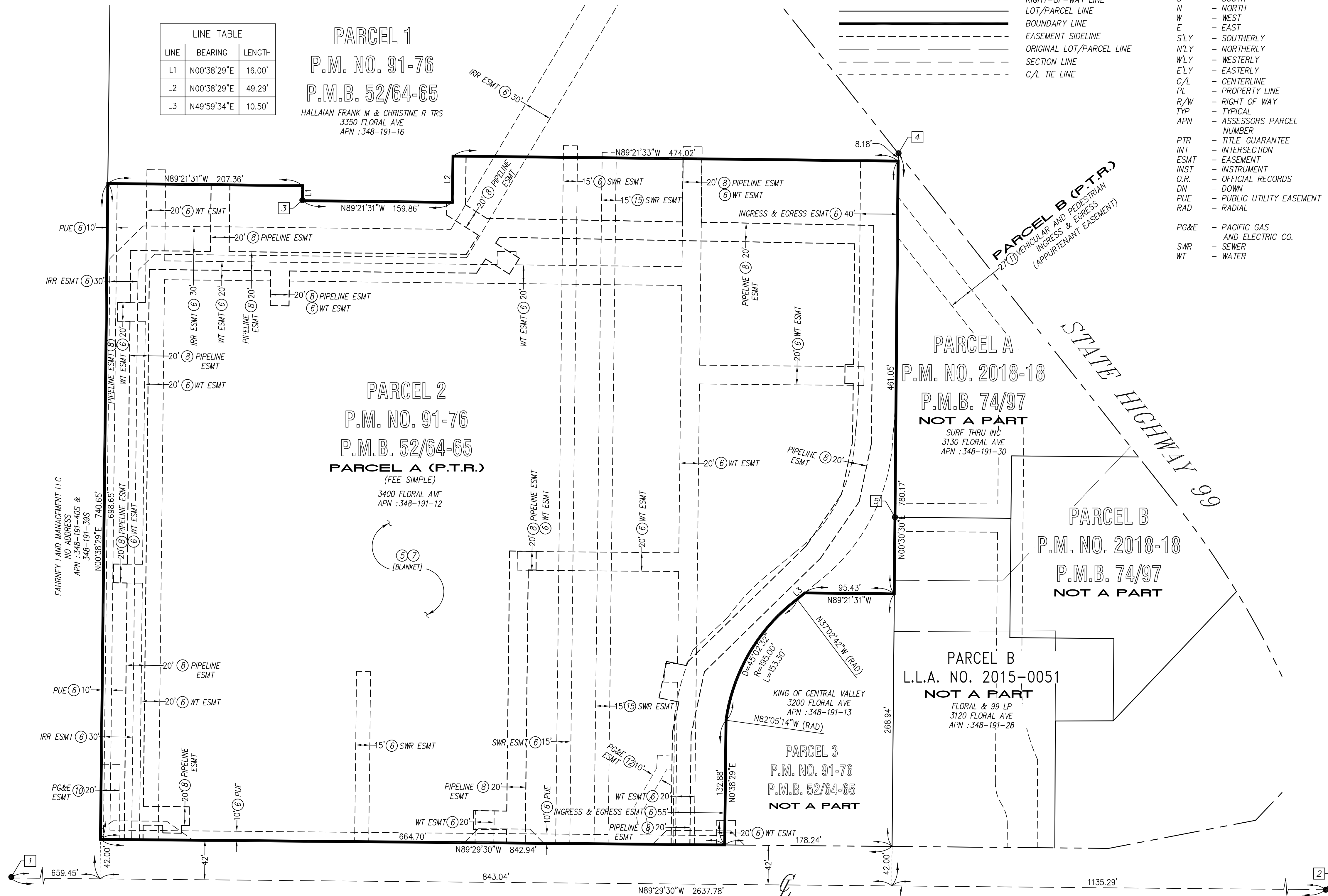
- AN AFFIDAVIT (CLICK HERE), EXECUTED BY ALL THE SELLERS/BORROWERS STATING THAT THE PROPERTY IS FREE AND CLEAR, AND NOTARIZED IN FRONT OF A FIRST AMERICAN APPROVED NOTARY;

- THE OWNER STATEMENT FROM THE ESCROW INSTRUCTIONS; AND

- A WRITTEN STATEMENT FROM ESCROW CONFIRMING WHO THE PROCEEDS WILL BE DISBURSED TO.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°38'29"E	16.00'
L2	N00°38'29"E	49.29'
L3	N49°59'34"E	10.50'

PARCEL 1
P.M. NO. 91-76
P.M.B. 52/64-65
HALLAIAN FRANK M & CHRISTINE R TRS
3350 FLORAL AVE
APN : 348-191-16



BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON STATIC GPS TIES TO TWO CONTINUOUS GPS STATIONS (CGPS) REFERRED TO AS "RBRU" AND "RAPT", BEING NORTH 72°30'12" WEST BASED ON POSITIONS PUBLISHED IN THE CALIFORNIA SPATIAL REFERENCE CENTER.

DATUM STATEMENT

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE IV, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (2017.50 EPOCH GPS ADJUSTMENT)

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID, MULTIPLY GROUND DISTANCE BY A COMBINED FACTOR OF 0.99999313267.

BENCHMARK

THE ELEVATIONS SHOWN HEREON ARE BASED THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE IV, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (2017.50 EPOCH GPS ADJUSTMENT), CONSTRAINED TO GPS CONTROL STATION "RBRU"

ELEVATION = 302.032 FEET (DATUM: THE NORTH AMERICAN VERTICAL DATUM OF 1988)

RECORD REFERENCES

- R1 PER PARCEL MAP NO. 91-76, IN BOOK 52, PAGES 64-65 OF PARCEL MAPS.
R2 PER PARCEL MAP NO. 2018-18 IN BOOK 74, PAGES 97 OF PARCEL MAPS.

MONUMENT AND BOUNDARY ESTABLISHMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED.

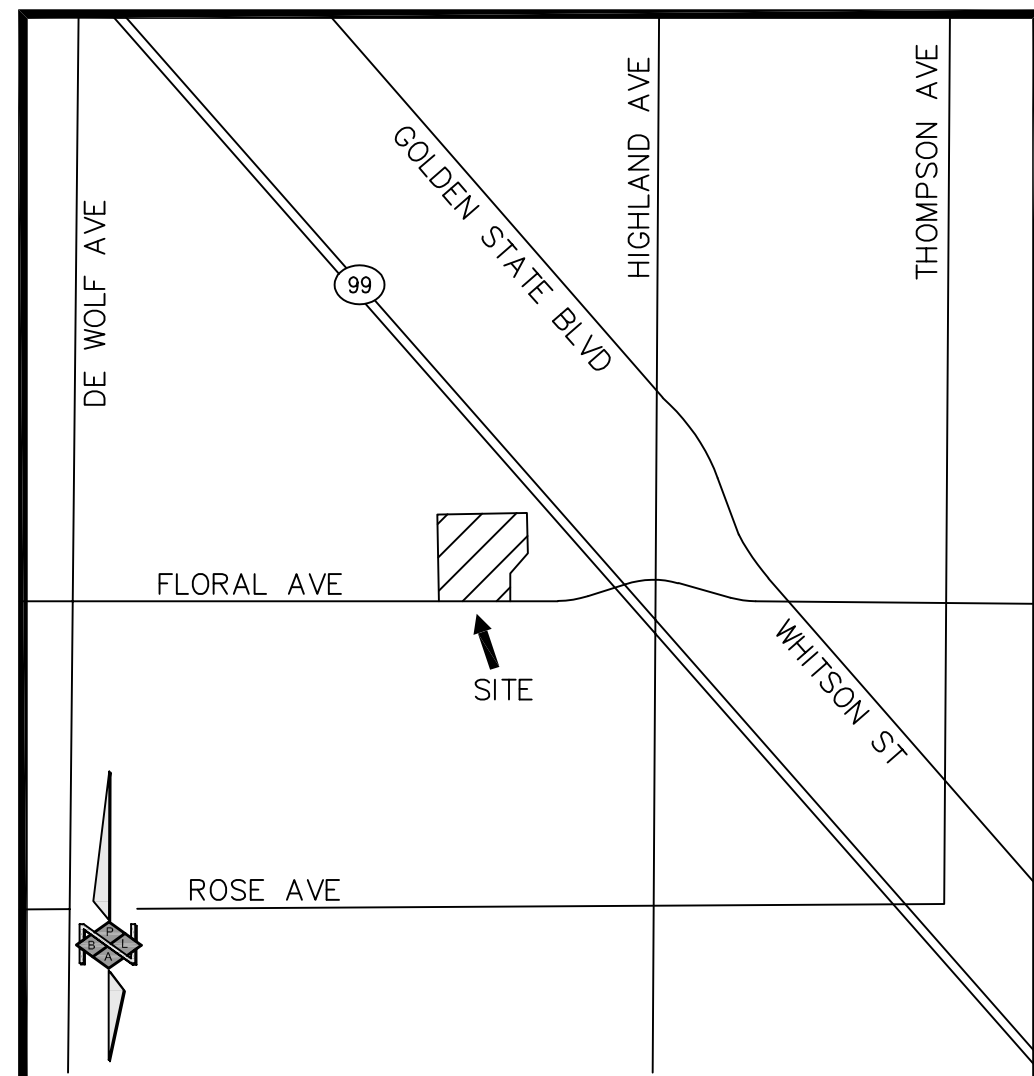
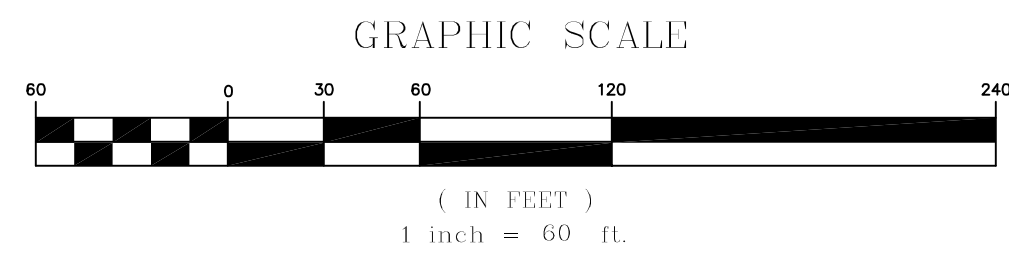
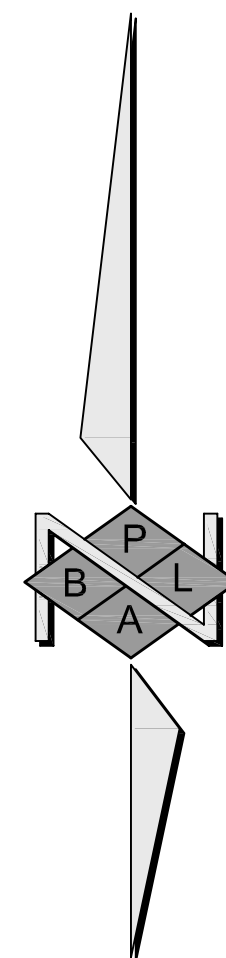
- FD. 1-1/2" DAMAGED IRON PIPE, DN. 1.6" IN ASPH, ACCEPTED AS THE NORTH 1/4 CORNER OF SEC. 1 T.16S., R.21E., M.D.M. AND POINT ON C/L OF FLORAL AVE. PER R2.

- FD. 1" IRON PIPE W/ SHINER, ILLEGIBLE, DN. 0.6" IN WELL, ACCEPTED AS THE NORTHWEST CORNER OF SEC. 1 T.16S., R.21E., M.D.M. AND POINT ON C/L OF HIGHLAND AVE. PER R2.

- FD. 1" BENT IRON PIPE, ACCEPTED AS AN ANGLE POINT ON THE NORTH LINE OF PARCEL 2, P.M. NO 91-76 PER R1.

- FD. 3/4" IRON PIPE W/ TAG, ILLEGIBLE, DN. 0.90" IN DIRT, ACCEPTED AS A POINT ON THE RIGHT-OF-WAY LINE OF STATE HIGHWAY 99 PER R2.

- FD. 3/4" OPEN IRON PIPE, FLUSH IN ASPH, ACCEPTED AS A POINT ON EAST LINE OF PARCEL 2, P.M. NO 91-76 PER R2.



VICINITY MAP

NOT TO SCALE

CONDITION OF TITLE GUARANTEE
FIRST AMERICAN TITLE INSURANCE
GUARANTEE NUMBER: 5026900-7198276

JOB NO.
5061-32

Sht. 1 of 3

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA

ZONING

THE PROPERTY IS ZONED "C-R", FOR COMMERCIAL REGIONAL, PER THE CITY OF SELMA.

DEVELOPMENT STANDARDS

SETBACKS AND YARDS
FRONT - 15 FEET
INTERIOR - NONE REQUIRED
REAR - 10 FEET

PARCEL DIMENSIONS
LOT AREA - 5 ACRES MIN
LOT COVERAGE - 60 % MAX

BUILDINGS
HEIGHT - 75 FT. MAX

FLOOD ZONE

THE PROPERTY DESCRIBED ON THIS SURVEY LIES WITHIN ZONE "X" OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 06019C2650H, BEARING AN EFFECTIVE DATE OF FEBRUARY 18, 2009.

ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

GENERAL NOTES

- AREA - BASED UPON MEASURED BEARINGS AND DISTANCES AS SHOWN ON HEREON, SAID LAND CONTAINS 556,721 SQ. FT., 12.78 ACRES (GROSS).
- TITLE SEARCH - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY PBLA SURVEYING, INC. OR THE SURVEYOR TO DETERMINE OWNERSHIP OF THIS PROPERTY OR TO VERIFY THE DESCRIPTIONS PROVIDED. THE COMPATIBILITY OF THESE DESCRIPTIONS WITH THAT OF ADJACENT PROPERTIES, NOR EASEMENTS, RIGHTS-OF-WAY OR TITLE OF RECORD. PBLA SURVEYING, INC. RELIED UPON A CONDITION OF TITLE, WITH AN ORDER NO. 5026900-7199276, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED NOVEMBER 01, 2024.
- OCCUPATION LINES, ENCROACHMENTS AND RECOVERED SURVEY MONUMENTS ARE SHOWN AS FOUND DURING A FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION DURING JUNE, 2025.
- PARCEL AREA SHOWN IS DETERMINED BASED UPON FIELD MEASUREMENTS MADE DURING A FIELD SURVEY PERFORMED IN JUNE, 2025.
- BUILDING TIES WERE MEASURED FROM THE BUILDING WALL TO THE PROPERTY LINE.
- THE PROPERTY IS COINCIDENT WITH, AND HAS ACCESS TO FLORAL AVE, BEING A PUBLICLY DEDICATED STREET.
- THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING DEMOLITION, OR BUILDING REMOVAL WITHIN RECENT MONTHS, OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE IS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THE PROPERTY IS LOCATED AT 3400 E FLORAL AVE, SELMA, CALIFORNIA.
- THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY.
- NO EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED, NOR HAVE WE RECEIVED ANY DOCUMENTATION OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.
- FROM A VISUAL INSPECTION ONLY, ALL UTILITIES APPEAR TO ENTER THE SUBJECT PROPERTY FROM A PUBLIC RIGHT-OF-WAY.
- FROM A VISUAL INSPECTION ONLY, THE SUBJECT PROPERTY APPEARS TO DRAIN INTO THE PUBLIC RIGHT-OF-WAY.
- THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THIS SURVEY AND THE LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT.
- THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THE SURVEY MAP FORM A MATHEMATICALLY CLOSED FIGURE WITHIN +/- 0.1 FOOT.
- THERE IS NO OBSERVABLE EVIDENCE OF EASEMENT OR RIGHTS-OF-WAY ON OR ACROSS THE SURVEYED PROPERTY, OR ON ANY ADJOINING PROPERTIES IF THEY APPEAR TO AFFECT THE SUBJECT PROPERTY, EXCEPT AS OTHERWISE SHOWN HEREON.
- THE SUBJECT PROPERTY DOES NOT APPEAR TO SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, STRUCTURAL SUPPORT, INGRESS OR EGRESS.
- ALL LOTS ARE CONTIGUOUS AND THERE ARE NO GAPS AND GORES BETWEEN THE PARCELS.
- THE PROPERTY SHOWN HEREON IS IDENTICAL TO THE TITLE REPORT.
- A ZONING REPORT/LETTER WAS NOT PROVIDED FOR THIS SURVEY.

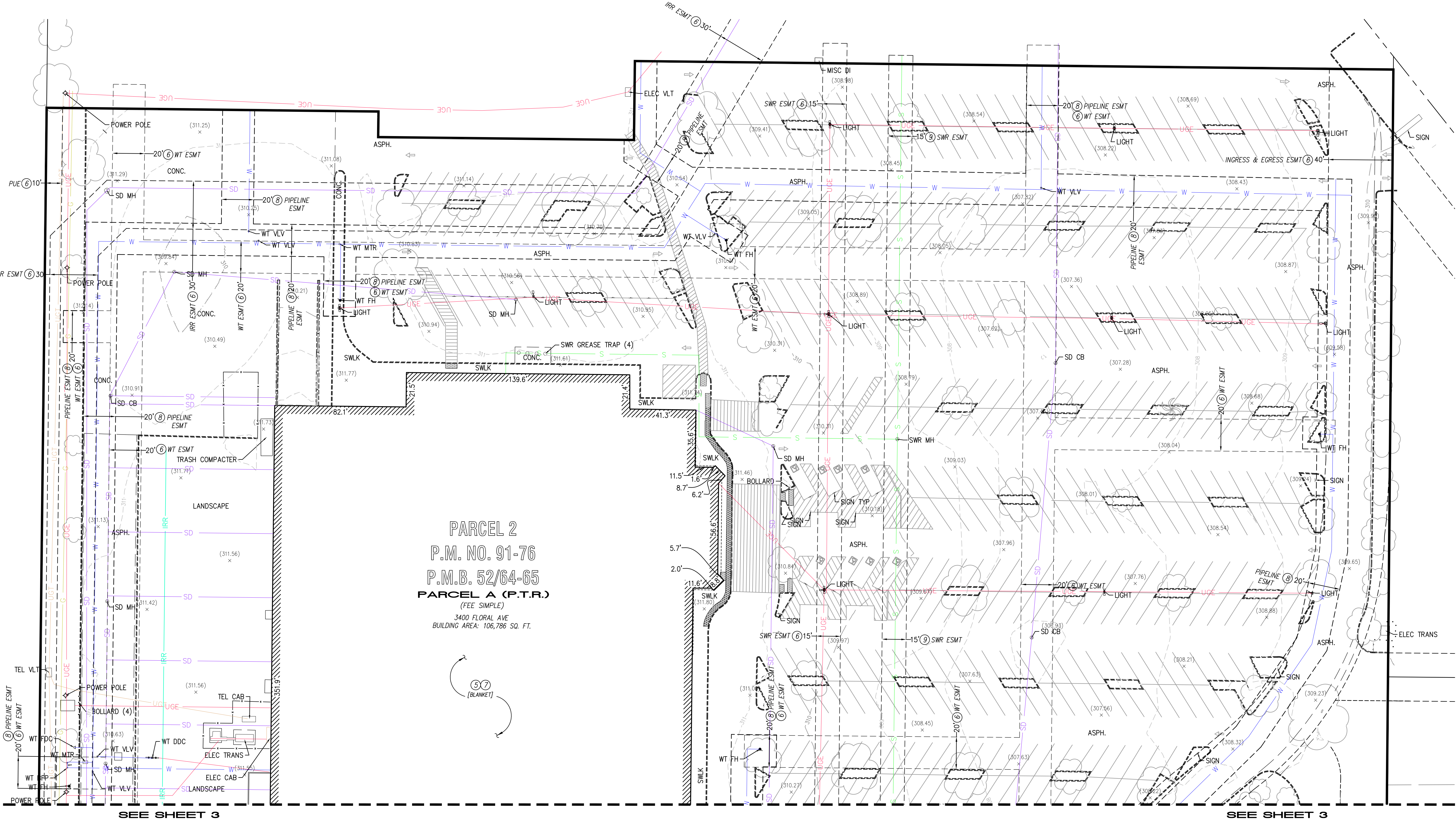
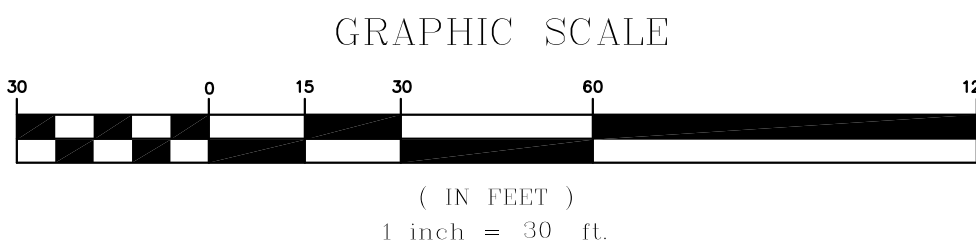
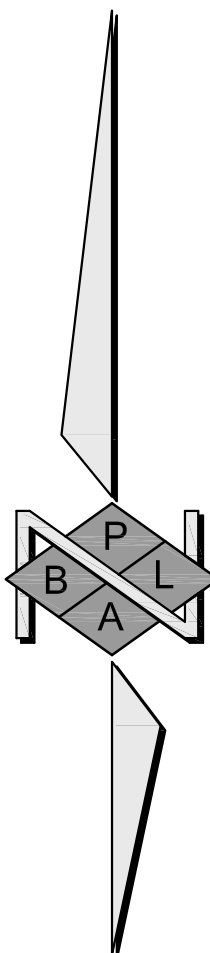
LEGEND

RIGHT-OF-WAY LINE
LOT/PARCEL LINE
BOUNDARY LINE
EASEMENT SIDELINE
ORIGINAL LOT/PARCEL LINE
SECTION LINE
C/L TIE LINE
CONCRETE
CURB
BUILDING OVERHANG LINE
LANE STRIPING
WALL
CHAIN LINK FENCE
CONCRETE SIDEWALK
UNDERGROUND GAS
UNDERGROUND TELEPHONE
UNDERGROUND ELECTRIC
UNDERGROUND SEWER
UNDERGROUND STORM DRAIN
UNDERGROUND WATER
EXISTING BUILDING
TRUNCATED DOME PAD

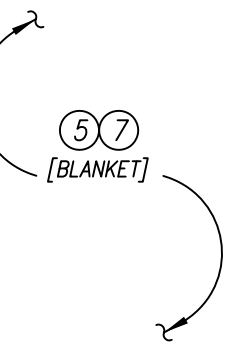
S - SOUTH
N - NORTH
W - WEST
E - EAST
S/LY - SOUTHERLY
N/LY - NORTHERLY
W/LY - WESTERLY
E/LY - EASTERLY
C/L - CENTERLINE
PL - PROPERTY LINE
R/W - RIGHT OF WAY
APN - TYPICAL
PTR - ASSESSOR'S PARCEL NUMBER
ESMT - TITLE GUARANTEE
PTR - TITLE GUARANTEE
ESMT - EASEMENT

ABOVE GROUND FEATURES
CONC - CONCRETE
ASPH - ASPHALT
SWLK - SIDEWALK
AD - AREA DRAIN
BFP - BACKFLOW PREVENTOR
CB - CATCH BASIN
CO - CLEANOUT
DI - DROP INLET
DWY - DRIVEWAY
FDC - FIRE DEPT. CONNECTION
FH - FIRE HYDRANT
HH - HANDHOLE
ICV - IRRIGATION CONTROL VALVE
MH - MANHOLE
PED - PEDESTAL
PP - POWER POLE
SL - STREET LIGHT
TRANS - TRANSFORMER
TRD - TRUNCATED DOME PAD
TS - TRAFFIC SIGNAL
VLT - VAULT
VLV - VALVE
UTILITIES
ELEC - ELECTRIC
SD - STORM DRAIN
SWR - SEWER
TEL - TELEPHONE
WT - WATER
PG&E - PACIFIC GAS AND ELECTRIC

OR
VALVE
WT FH
WT BFP
UTILITY MH
SIGN
POWER POLE
TRAFFIC SIGNAL
STREET LIGHT
BOLLARD
TREE
WATER FDC
HANDICAP STALL DECAL
DOOR/GATED ACCESS



PARCEL 2
P.M. NO. 91-76
P.M.B. 52/64-65
PARCEL A (P.T.R.)
(FEE SIMPLE)
3400 FLORAL AVE
BUILDING AREA: 106,786 SQ. FT.



PREPARED FOR:	PREPARED BY:	DATE	BY	REVISION	APP'D
POWERFLEX 15445 INNOVATION DRIVE SAN DIEGO, CALIFORNIA 92128 PHONE: (201) 293-0680	PBLA SURVEYING, INC. Planning • Engineering • Surveying 981 CORPORATE CENTER DR., STE. 168 POMONA, CALIF. 91768 (888) 714-9642 • (714)389-9191 FAX	06/10/25	SC	FIRST RELEASE	PW
		07/09/25	DH	SECOND SUBMITTAL - CONTOURS ADDED	PW

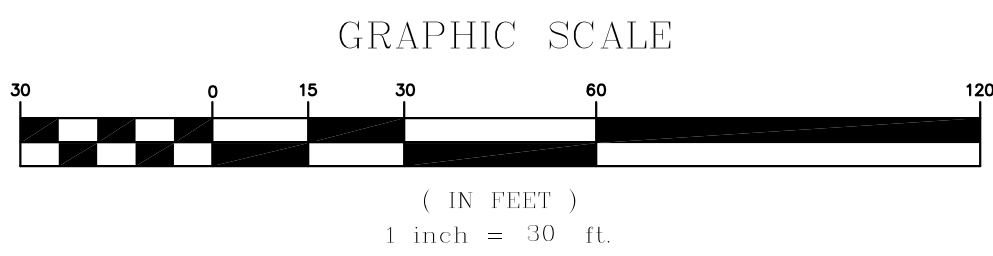
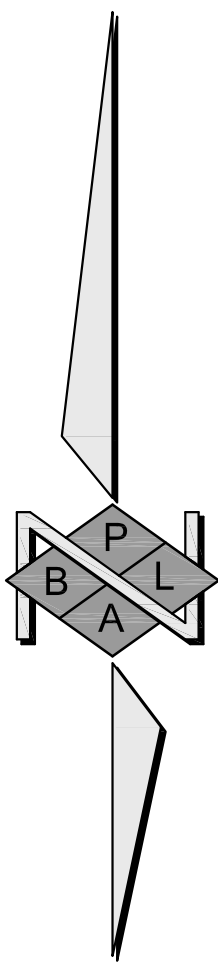
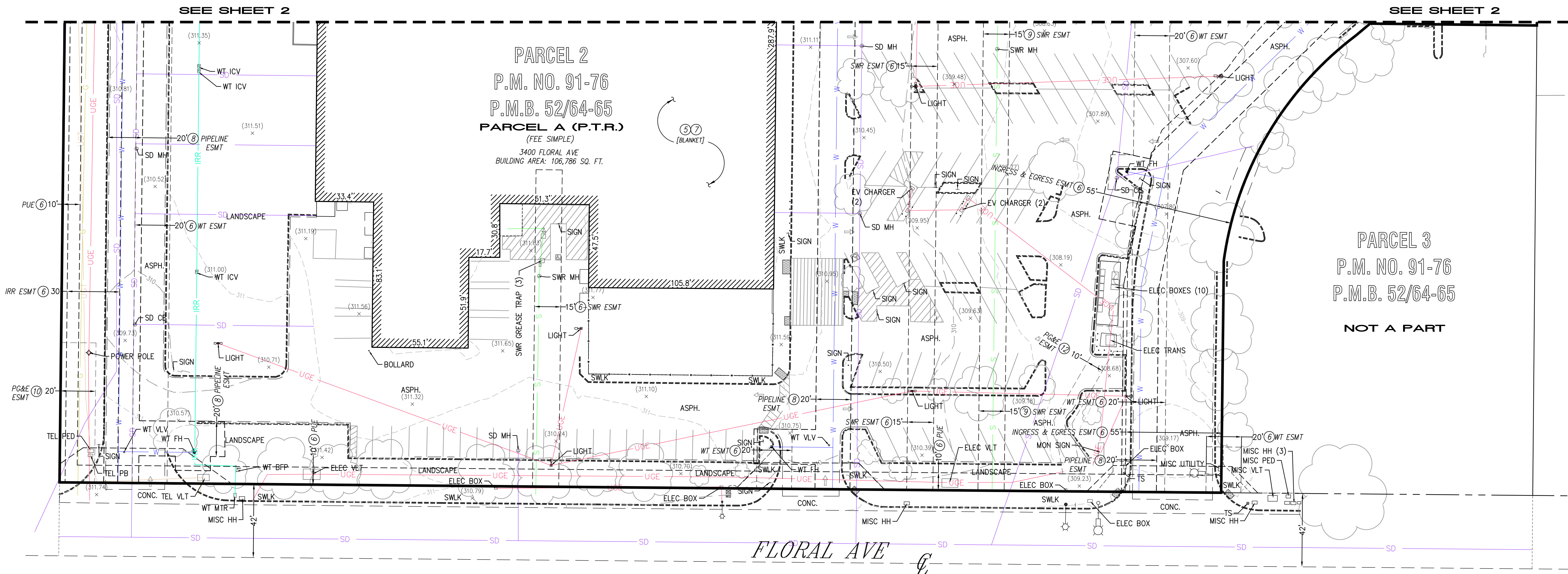
CONDITION OF TITLE GUARANTEE
FIRST AMERICAN TITLE INSURANCE
GUARANTEE NUMBER: 5026900-7199276

JOB NO.
5061-32

Sht. 2 of 3

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA



LEGEND

RIGHT-OF-WAY LINE	S	- SOUTH	ABOVE GROUND FEATURES	VALVE
LOT/PARCEL LINE	N	- NORTH	CONC	- CONCRETE
BOUNDARY LINE	W	- WEST	ASPH	- ASPHALT
EASEMENT SIDELINE	E	- EAST	SWLK	- SIDEWALK
ORIGINAL LOT/PARCEL LINE	S'LY	- SOUTHERLY	AD	- AREA DRAIN
SECTION LINE	N'LY	- NORTHERLY	BFP	- BACKFLOW PREVENTOR
C/L TIE LINE	W'LY	- WESTERLY	CB	- CATCH BASIN
CONCRETE	E'LY	- EASTERLY	CO	- CLEANOUT
CURB	C/L	- CENTERLINE	DI	- DROP INLET
BUILDING OVERHANG LINE	PL	- PROPERTY LINE	DWY	- DRIVEWAY
LANE STRIPING	R/W	- RIGHT OF WAY	FDC	- FIRE DEPT. CONNECTION
WALL	TYP	- TYPICAL	HH	- HANDHOLE
CHAIN LINK FENCE	APN	- ASSESSOR'S PARCEL NUMBER	ICV	- IRRIGATION CONTROL VALVE
CONCRETE SIDEWALK	PTR	- TITLE GUARANTEE	MH	- MANHOLE
UNDERGROUND GAS	ESMT	- EASEMENT	PED	- PEDESTAL
UNDERGROUND TELEPHONE	INST	- INSTRUMENT	PP	- POWER POLE
UNDERGROUND ELECTRIC	O.R.	- OFFICIAL RECORDS	SL	- STREET LIGHT
UNDERGROUND SEWER	DN	- DOWN	TRANS	- TRANSFORMER
UNDERGROUND WATER	PUE	- PUBLIC UTILITY EASEMENT	TRD	- TRUNCATED DOME PAD
EXISTING BUILDING			TS	- TRAFFIC SIGNAL
TRUNCATED DOME PAD			VLT	- VAULT
			VLV	- VALVE

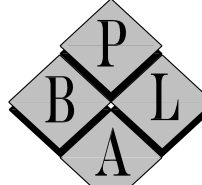
UTILITY				
ELEC	- ELECTRIC			
SD	- STORM DRAIN			
SWR	- SEWER			
TEL	- TELEPHONE			
WT	- WATER			
PG&E	- PACIFIC GAS AND ELECTRIC			

OR				
VALVE				
WT FH				
ICV HH				
WT BFP				
UTILITY MH				
SIGN				
POWER POLE				
STREET LIGHT				
BOLLARD				
WATER FDC				
HANDICAP STALL DECAL				
DOOR/GATED ACCESS				

PREPARED FOR:

POWERFLEX
15445 INNOVATION DRIVE
SAN DIEGO, CALIFORNIA 92128
PHONE: (201) 293-0680

PREPARED BY:



PBLA SURVEYING, INC.
Planning • Engineering • Surveying
981 CORPORATE CENTER DR., STE. 168
POMONA, CALIF. 91768
(888) 714-9642 • (714) 389-9191 FAX

DATE BY REVISION

06/10/25 SC FIRST RELEASE

07/09/25 DH SECOND SUBMITTAL - CONTOURS ADDED

APP'D

PW

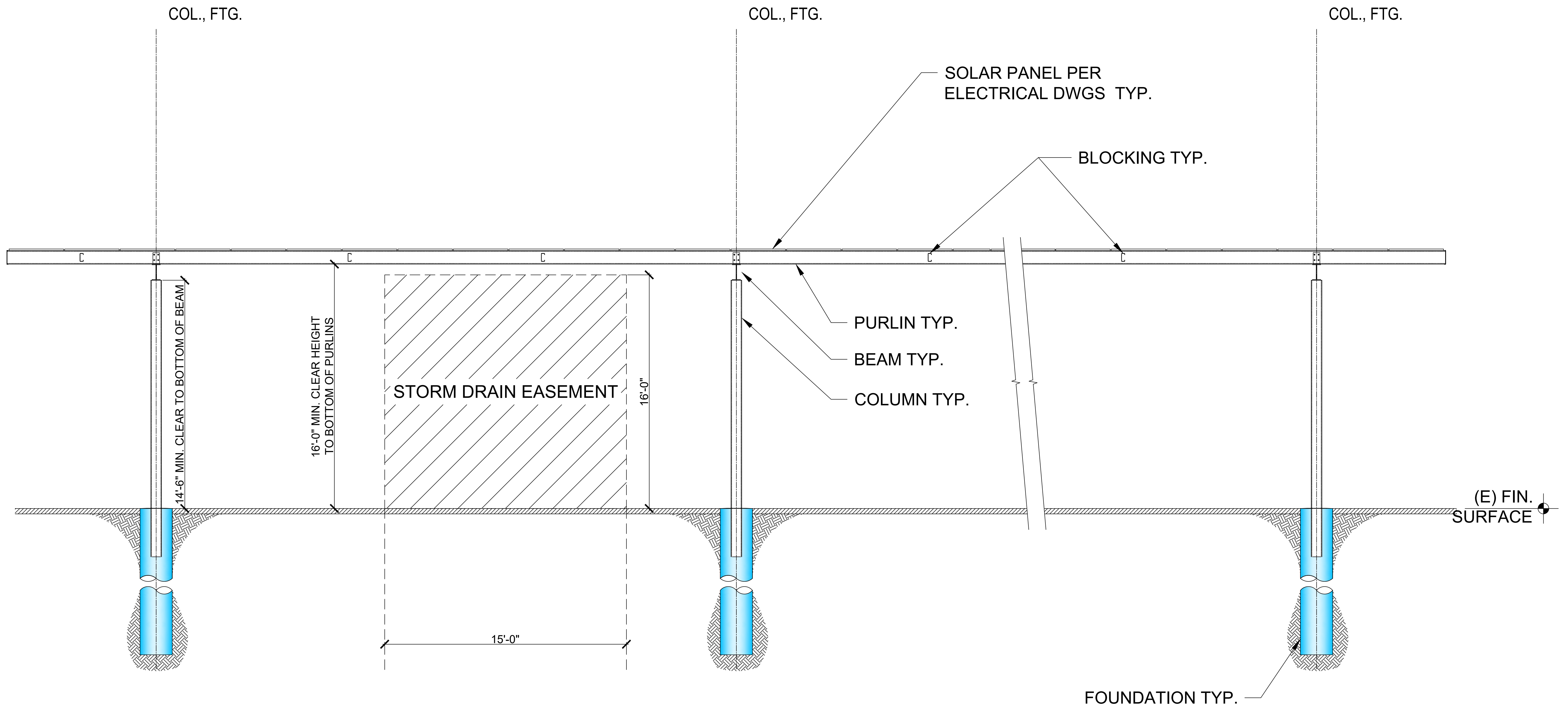
PW

JOB NO.

5061-32

CONDITION OF TITLE GUARANTEE
FIRST AMERICAN TITLE INSURANCE
GUARANTEE NUMBER: 5026900-7198276

Sht. 3 of 3



*NOT TO SCALE

This Page Left Blank Intentionally

4-1

Consideration and Necessary Action
on Resolution of Necessity 2026-95,
Declaring the Public Interest and
Necessity Require Identified Real
Property to be Taken or Acquired by
the City of Selma for a Public Use and
Purpose

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Consideration and Necessary Action on Resolution of Necessity 2026-95, Declaring the Public Interest and Necessity Require Identified Real Property to be Taken or Acquired by the City of Selma for a Public Use and Purpose.

SUBMITTED: Neal E. Costanzo, City Attorney

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

This is the public hearing on the Resolution of Necessity (RON) continued from its original date of September 8, 2026, to this meeting, solely for the purpose of allowing two property owners to address the City Council on this Resolution. Staff recommends the Council allow those two individuals to make the presentation they wish to make and, barring any significant developments bearing on the determinations the Council must make to adopt the RON, to adopt the RON with no less than a four-fifths vote.

DISCUSSION:

The City has the power of Eminent Domain which allows it to acquire property if doing so is necessary for a public use.

Here, the City plans to and has authorized a project for the establishment of intersection safety improvements, consisting of, among other things, the establishment of a traffic signal light at the intersection of Dinuba and McCall Avenue in the City of Selma. Many of the Property Owners involved from whom the City must acquire property in order to make those improvements have agreed upon a price and are in the process of transferring the property the city. Those that remain are, primarily, persons who have not responded to the City's statutory offer to acquire the property for what the city has determined to be fair market value. In that circumstance, the City can only proceed by filing an Eminent Domain action. The Resolution of Necessity is simply a requirement that the city must observe before actually filing suit. The proposed resolution makes the necessary findings that allow the City Council to direct its City Attorney to initiate the Eminent Domain filing and if necessary, and if the city is in a position to proceed with the Project the City can acquire an order granting it immediate possession of the property. Typically, the only thing that remains to be resolved in an Eminent Domain suit is how much the city has to pay to acquire the property.

A Resolution of Necessity requires a four-fifths vote of the City Council. Once adopted, the Resolution conclusively establishes the things declared in it so that the only issue involved in any Eminent Domain Action is the price which is fair market value for the property that the city is required to pay under the constitution and laws of the United States and the State of California. Adoption of a Resolution of Necessity is required if the local governmental entity cannot acquire property needed for a public work of improvement by agreement with a

Property Owner. A Resolution of Necessity must find and declare that the Project in question is required by the public interest and necessity, that the proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury, that the property is necessary for the proposed Project and that the required statutory offer has been made to the Property Owner.

The City Council of the City of Selma shall conduct a public hearing to the extent necessary to hear comments or testimony by Property Owners who have received a Notice of Intention to Adopt a Resolution of Necessity and have notified the City of their intent to appear and be heard and adopt Resolution of Necessity.

FISCAL IMPACT:

The cost of filing and maintaining the Eminent Domain Action is uncertain. However, the entire project is funded through a grant and the cost of maintaining the Eminent Domain action is a proper charge against the grant.

Attachments:

- ☒ Resolution 2026-95
- ☐ Ordinance
- ☐ Map
- ☐ Agreement
- ☐ Other

List:

RESOLUTION NO. 2026-95

RESOLUTION OF NECESSITY A RESOLUTION THE CITY COUNCIL OF THE CITY OF SELMA, DECLARING THE PUBLIC INTEREST AND NECESSITY REQUIRE IDENTIFIED REAL PROPERTY TO BE TAKEN OR ACQUIRED BY THE CITY FOR A PUBLIC USE AND PURPOSE.

WHEREAS, the City Council of the City of Selma approved the acquisition of land for construction, reconstruction, alteration, improvement, paving, and surfacing of new and existing streets, installation of traffic signals, provision for drainage of streets and protective structures, sidewalks, walkways, curb and gutter, streetlights and facilities for placing electronic and communication service underground, street planting and landscaping, easement and rights of way and other works, property and structures necessary to carry out the objects and purposes of the city street improvement project known as the intersection safety improvements at the intersection of Dinuba and McCall Avenue in the City of Selma ("Project"); and

WHEREAS, on August 21, 2026, the City served by mail, notices to each Property Owner owning property near or adjacent to the intersection of McCall and Dinuba in the City of Selma to be acquired by the City for the Project, giving notice of the City's intention to adopt a Resolution of Necessity and of their opportunity to be heard on that proposed Resolution; and

WHEREAS, on September 8, 2026, at 6:00 p.m., at a Special Meeting of the City Council at the date and time set by the aforementioned Notice of Intention to Adopt Resolution of Necessity, the City Council heard and considered the comments, testimony or arguments of Property Owners, or their agents, receiving the aforementioned the Notice of Intention to Adopt Resolution of Necessity and requesting an opportunity to be heard; and

WHEREAS, the Property to be taken or acquired for the purpose of the Project, the Owners of which have received Notice of the city's intention to adopt the Resolution of Necessity is as follows:

- (a) 9810 S. McCall Avenue, Selma, Ca 93662-9404, a portion of APN No: 358-690-01, Totaling 1,919 Sq. Ft. (0.04 Acres).
- (b) 9885 S. McCall Avenue, Selma, Ca, 93662-9404, a portion of APN: 358-120-34, consisting of 11,077 Sq. Ft. (0.25 Acres).
- (c) 10013 S. McCall Aveune, Selma, Ca 93662-9404, a portion of APN: 358-361-06, totaling 2,553 Sq. Ft.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated by this reference. The city is authorized to acquire real property necessary for the Project, the aforementioned intersection safety improvements at McCall and Dinuba Avenue in the City of Selma by the Eminent Domain Law (CCP § 1230.010 et seq) at CCP §§1240.010, 1240.020 and 1240.050.

SECTION 2. The location and extent of property to be taken is specified in the recitals to this Resolution.

SECTION 3. The City Council of the City of Selma finds and determines:

- (a) That the public interest and necessity require the proposed Project.
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.
- (c) The property described in this Resolution is necessary for the proposed Project.
- (d) The offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record of the property that is to be taken or acquired.

SECTION 4. The City Attorney or designee is authorized and directed to file suit against the Property Owners, to obtain a judgement in Eminent Domain and / or the Right of Immediate Possession of the aforementioned property necessary for the Project.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Scott Robertson
Mayor

Miriam Cruz
Interim City Clerk

This Page Left Blank Intentionally

5-1

Adopt Resolution 2026-107 Approving a Professional Services Agreement between Vitalvoice.ai Inc. and the City of Selma for Real-Time Language Interpretation, Transcription, and AI-Assisted Communication Services for the Selma Fire Department EMS Operations Division, and Authorization for the City Manager or Designee to Execute All Necessary Associated Documents

CITY COUNCIL STAFF REPORT

MEETING DATE: September 15, 2026

SUBJECT: Consideration of Resolution 2026-107 Approving a Professional Services Agreement between Vitalvoice.ai Inc. and the City of Selma for Real-Time Language Interpretation, Transcription, and AI-Assisted Communication Services for the Selma Fire Department EMS Operations Division, and Authorization for the City Manager or Designee to Execute All Necessary Associated Documents

SUBMITTED: Jordan Webster, Fire Chief

APPROVED: Jason Rogers, City Manager

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2026-107 authorizing the City Manager or designee to execute a Professional Services Agreement with Vitalvoice.ai Inc. for real-time language interpretation, transcription, and AI-assisted communication services for the Selma Fire Department's Emergency Medical Services (EMS) Operations Division and authorizing the City Manager or designee to execute all necessary associated documents.

DISCUSSION:

The City of Selma is situated at the intersection of two major transportation corridors and serves a linguistically diverse population. Fire Department EMS personnel routinely respond to medical emergencies involving patients and bystanders who are limited-English proficient or non-English speaking, requiring rapid and accurate communication to assess symptoms, obtain medical history, and deliver time-sensitive care instructions.

Effective communication during emergency medical incidents is essential to patient safety and outcomes. Delays or inaccuracies in communication during the critical minutes following a 9-1-1 response can directly affect the quality and timeliness of care provided. The Selma Fire Department provides emergency medical services and ambulance transport to residents throughout the City of Selma and surrounding communities, and as part of its commitment to delivering high-quality public safety services, the Department continually seeks opportunities to improve the experience of the patients and community members it serves.

The proposed Professional Services Agreement with Vitalvoice.ai Inc. would provide EMS Operations Division personnel with on-demand access to real-time interpretation, transcription, and AI-assisted communication tools in the field.

Mitigating language barriers for the City's multilingual community brings tremendous value. In a field where seconds matter, the ability to communicate clearly and accurately with every patient — regardless of the language they speak — directly supports better patient outcomes, reduces liability exposure, and reinforces the City's commitment to inclusive, equitable public safety services.

The Vitalvoice.ai platform includes AI Translator, AI Dictation, and AI Ambient Scribe capabilities. At an effective cost of approximately sixty-five cents (\$0.65) per EMS response

per year, this technology represents a highly cost-effective investment in the quality and accessibility of emergency medical care.

The Professional Services Agreement with Vitalvoice.ai Inc. has a term of twenty-four (24) months with no cost escalation during the term. Either party may terminate the Agreement in accordance with the terms and conditions set forth therein.

FISCAL IMPACT:

The total first-year cost of the Agreement is \$4,600.00, consisting of a one-time implementation fee of \$1,000.00 and an annual service cost of \$3,600.00. The annual cost for the second year of the Agreement is \$3,600.00, with no escalation. The total cost over the full twenty-four (24) month term is \$8,200.00. Costs will be funded through Ambulance Fund appropriations for Fiscal Year 2026/2027 and Fiscal Year 2027/2028. No additional budget amendment is required.

Attachments:

- ☒ Resolution 2026-107
- ☐ Ordinance
- ☐ Map
- ☐ Agreement
- ☒ Other

Attachment A: Professional Services Agreement

RESOLUTION NO. 2026-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VITALVOICE.AI INC. FOR REAL-TIME LANGUAGE INTERPRETATION, TRANSCRIPTION, AND AI-ASSISTED COMMUNICATION SERVICES FOR THE SELMA FIRE DEPARTMENT EMS OPERATIONS DIVISION, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY ASSOCIATED DOCUMENTS

WHEREAS, the City of Selma serves a linguistically diverse population, and Fire Department Emergency Medical Services (EMS) personnel routinely respond to medical emergencies involving patients and bystanders who are limited-English proficient or non-English speaking; and

WHEREAS, effective communication during emergency medical incidents is essential to patient safety and outcomes, and delays or inaccuracies in communication during the critical minutes following a 9-1-1 response can directly affect the quality and timeliness of care provided; and

WHEREAS, mitigating language barriers for the City's multilingual community brings tremendous value by supporting better patient outcomes, reducing liability exposure, and reinforcing the City's commitment to inclusive, equitable public safety services; and

WHEREAS, Vitalvoice.ai Inc. will provide real-time language interpretation, transcription, and AI-assisted communication services — including AI Translator, AI Dictation, and AI Ambient Scribe capabilities — for the Fire Department's EMS Operations Division, enabling immediate and accurate communication between EMS providers and patients or bystanders across multiple languages; and

WHEREAS, the Professional Services Agreement has a term of twenty-four (24) months with no cost escalation, at a total first-year cost of \$4,600.00 (consisting of a one-time \$1,000.00 implementation fee and a \$3,600.00 annual service cost) and a second-year cost of \$3,600.00, for a total Agreement cost of \$8,200.00; and

WHEREAS, funding for this Agreement is appropriated in the Fiscal Year 2026/2027 and Fiscal Year 2027/2028 Ambulance Fund budgets, and no additional budget amendment is required; and

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

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

SECTION 2. The City Council hereby authorizes the City Manager or designee to execute the Professional Services Agreement with Vitalvoice.ai Inc. for real-time language

interpretation, transcription, and AI-assisted communication services for the Selma Fire Department's Emergency Medical Services (EMS) Operations Division.

SECTION 3. Funding for this Agreement is appropriated in the Fiscal Year 2026/2027 and Fiscal Year 2027/2028 Ambulance Fund budgets. No additional budget amendment is required.

SECTION 4. The City Manager or designee is hereby authorized to execute all necessary documents associated with this Agreement.

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

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

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Selma held on the 15th day of September 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Scott Robertson
Mayor

Miriam Cruz
Interim City Clerk

Exhibit A

Professional Services
Agreement,
Vitalvoice.ai Inc

vitalvoice.ai, Inc.
488 Winslow St. Unit 103
Redwood City, California
805-212-0430
kory.kindle@vitalvoice.ai



PROFESSIONAL SERVICES AGREEMENT

(vitalvoice.ai)

This Cloud Services Agreement (hereinafter referred to as “Agreement”) is entered into as of _____, by and between **Selma Fire Department** (“CUSTOMER”) with an office located at **1711 Tucker Street Selma, CA 93662**, and **vitalvoice.ai Inc.** (“CONSULTANT”), a Delaware corporation, with an address located at **488 Winslow St. Unit 103, Redwood City, California, 94063**.

RECITALS

WHEREAS, CUSTOMER desires to obtain real-time language interpretation, transcription, and AI-assisted communication services; and WHEREAS, CONSULTANT has developed proprietary software capable of delivering such services; NOW, THEREFORE, the Parties agree as follows:

1. DESCRIPTION OF SERVICES

Beginning on _____, CONSULTANT will provide the following services to CUSTOMER: a one-time delivery of vitalvoice.ai activation codes, consisting of _____, along with training videos and materials demonstrating how to properly use the vitalvoice.ai platform. The scheduled delivery date of the vitalvoice.ai activation codes and associated materials shall be _____, unless otherwise agreed to in writing by both Parties.

2. COST OF INSTRUCTION AND PAYMENT

CUSTOMER shall pay CONSULTANT an annual fee of **\$3,600.00** for the Services provided under this Agreement. The initial term of this Agreement shall be **two (2) years**, for a total contract value of **\$7,200.00**, **plus a one-time implementation fee of \$1,000.00**, for a total agreement value of **\$8,200.00**.

The **\$1,000.00 implementation fee** shall be invoiced upon execution of this Agreement and is due in accordance with the payment terms set forth herein.

CONSULTANT shall submit an invoice to CUSTOMER upon delivery of the Services for the first annual term, and thereafter on each annual anniversary of the Effective Date for the second annual term. CONSULTANT shall submit each invoice within twenty-one (21) days of the applicable billing date, and CUSTOMER shall remit payment within thirty (30) days of receipt of such invoice.

3. TERM AND TERMINATION

This Agreement shall remain in effect until completion of the services described herein unless terminated earlier by either Party upon fourteen (14) days written notice. Either Party may terminate this Agreement immediately in the event of a material breach, non-payment, or violation of applicable laws.

4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor and not an employee, agent, or representative of CUSTOMER. CONSULTANT retains full control over the methods, systems, and technology used to perform the Services under this Agreement.

5. CONFIDENTIALITY

Both Parties agree to protect confidential information exchanged in connection with this Agreement, including but not limited to patient or user information, operational workflows, and proprietary technology. CONSULTANT shall not disclose CUSTOMER information without prior written consent and shall apply reasonable safeguards to protect such information. These obligations shall survive termination of this Agreement.

6. DATA HANDLING

CONSULTANT processes CUSTOMER data solely for the purpose of delivering the Services under this Agreement. CONSULTANT does not use, retain, or repurpose CUSTOMER data for model training, analytics, or any secondary purpose outside of service delivery. Any data transmitted through the platform is handled in accordance with applicable privacy and security standards and is not stored longer than necessary to perform the Services.

7. OWNERSHIP

All intellectual property related to vitalvoice.ai, including software, systems, algorithms, and documentation, remains the sole property of CONSULTANT. CUSTOMER is granted a limited, non-exclusive, non-transferable license to use the Services during the term of this Agreement.

8. INDEMNIFICATION

CONSULTANT shall indemnify CUSTOMER against claims arising from CONSULTANT's gross negligence or willful misconduct. CUSTOMER shall indemnify CONSULTANT against claims arising from misuse of the Services or failure to verify outputs or reliance on such outputs without appropriate oversight.

9. SERVICE AVAILABILITY

CONSULTANT will use commercially reasonable efforts to make the Services available; however, the Services may be subject to interruptions, delays, or limitations due to network connectivity, third-party services, or other factors

outside of CONSULTANT's control. CONSULTANT does not guarantee uninterrupted or error-free operation.

10. AUTHORIZED USE

The Services are intended solely for official business use by CUSTOMER personnel. While the Services may be accessed on personal devices, such use must be limited strictly to CUSTOMER-authorized activities. CUSTOMER is responsible for ensuring that its personnel use the Services in accordance with this Agreement and applicable internal policies. CONSULTANT shall have no responsibility or liability for any personal, unauthorized, or non-business use of the Services.

11. COMPLIANCE WITH LAWS

Both Parties agree to comply with all applicable federal, state, and local laws and regulations.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

13. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior agreements.

14. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts and delivered electronically, each of which shall be deemed an original.

15. AUTHORITY TO BIND

Each person signing this Agreement represents that they have full authority to bind their respective organization.

Consultant:

vitalvoice.ai, Inc.

Date: _____ By: _____

Dr. Kory Kindle, CEO

Email: kory.kindle@vitalvoice.ai

Client:

Selma Fire Department

Date: _____ By: _____

Name: _____

Title: _____

Email: _____

This Page Left Blank Intentionally