

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

January 17, 2022

ITEM NO: 1

SUBJECT: Consideration of a Resolution reciting the fact of the consolidated General Municipal Election held on November 8, 2022, declaring the result and such other matters as may be provided by law

DISCUSSION: Election Code Section 10263 states that upon completion of the canvass and before installing new officers, the governing body shall adopt a resolution declaring the results of the election.

The County Registrar of Voters issued its certification of the election on December 8, 2022. Pursuant to Elections Code §10264 as soon as the results of an election is declared, including a consolidated election in which the election results are declared by the County Registrar of Voters, the governing board of the City is required to enter in its records a statement of the result containing specified information, all of which appear in the Certificate of the Election issued by the County Registrar of Voters.

To conform to the requirements of Election Code §10264 the Council is required to adopt a resolution which serves as a permanent record of the election results on a municipal measure that appeared on the ballot. A resolution has been prepared and is attached.

RECOMMENDATION: Adopt Resolution certifying election.

_____/s/_____
Reyna Rivera
City Clerk

January 11, 2023
Date

_____/s/_____
Fernando Santillan
City Manager

January 11, 2023
Date

Attachments:

1. Resolution Certifying November 8, 2022 General Election
2. Statement of Votes and Certificates of Election

RESOLUTION NO. 2023 – __R

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SELMA, CALIFORNIA, RECITING THE FACT OF THE
CONSOLIDATED GENERAL MUNICIPAL ELECTION**

**HELD ON NOVEMBER 8, 2022, DECLARING THE RESULT AND SUCH OTHER
MATTERS AS MAY BE PROVIDED BY LAW**

WHEREAS, a consolidated General Municipal Election was duly called and held in the City of Selma on Tuesday, November 8, 2022; and

WHEREAS, notice of the election was given in the time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Fresno County Clerk/Registrar of Voters canvassed the returns of the election and certified the results, which were received and are attached and made a part hereof as Exhibit “A”.

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

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

Section 2. That the whole number of ballots cast in the precincts and by mail ballots cast in the City was 4,125.

Section 3. That the following persons appeared on the ballot for a two-year term Mayor of the City Council and received the respective votes noted:

| | | |
|----------------------|-------|-------|
| Theresa Guzman Salas | 573 | Votes |
| Louis Quintana | 1,568 | Votes |
| Scott Robertson | 1,865 | Votes |

Section 4. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed on Exhibit “A”.

Section 5. The City Council hereby declares and determines that Scott Robertson was elected as Mayor of the City Council for the term of two (2) years.

Section 6. That the following persons appeared on the ballot for a four-year term District No. 2 member of the City Council and received the respective votes noted:

| | | |
|----------------|-----|-------|
| Jose A. Moreno | 540 | Votes |
| John Trujillo | 601 | Votes |

Section 7. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed on Exhibit “A”.

Section 8. The City Council hereby declares and determines that John Trujillo was elected as a District No. 2 member of the City Council for the full term of four (4) years.

Section 9. That the following persons appeared on the ballot for a four-year term District No. 3 member of the City Council and received the respective votes noted:

| | | |
|--------------|-----|-------|
| Louis Franco | 446 | Votes |
| Sarah Guerra | 475 | Votes |

Section 10. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed on Exhibit “A”.

Section 11. The City Council hereby declares and determines that: Sarah Guerra was elected as a District No. 3 member of the City Council for the full term of four (4) years.

Section 12. The City Council hereby directs that the City Clerk in accordance with the provisions of Elections Code Section 10264, enter on the records of the City Council of the City, a Certified Copy of this Resolution and Exhibit “A” showing:

- a) The whole number of votes cast in the City of Selma.
- b) The names of persons voted for.
- c) For what office each person was voted for.
- d) The number of votes given at each precinct in the City to each person.
- e) The number of votes given in the City to each person.

Section 13. The City Council hereby directs that the City Clerk deliver to the Council members elected at said election a CERTIFICATE OF ELECTION. The City Clerk shall administer the oath of office prescribed in the State Constitution, to each person elected, and have them subscribe thereto, whereupon they shall be inducted into the office to which they have been elected.

Section 14. 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 15. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 17th day of January 2022, by the following roll call vote:

| | |
|----------|-----------------|
| AYES: | COUNCILMEMBERS: |
| NOES: | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |
| ABSENT: | COUNCILMEMBERS: |

Scott Robertson
Mayor of the City of Selma

Attest:

Reyna Rivera
City Clerk

CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS

I, JAMES A. KUS, County Clerk/Registrar of Voters of the County of Fresno, State of California, do hereby certify that pursuant to the provisions of Section 15301 et seq of the Elections Code of the State of California, I did canvass the returns of the votes cast in the City of Selma, County of Fresno, at the election held on November 8, 2022, for the Local Office, submitted to the vote of the voters, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast in the districts and in each of the respective precincts therein, and that the totals of the respective columns and the totals shown for the offices are full, true and correct.

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**FRESNO COUNTY
CONSOLIDATED STATEWIDE GENERAL ELECTION
NOVEMBER 8, 2022
STATEMENT OF VOTES
CITY OF SELMA**

| Precinct | Registered Voters | Voters Cast | % Turnout |
|----------------------|-------------------|-------------|-----------|
| City | | | |
| City Of Selma | | | |
| 0000063 | | | |
| Vote Center | 0 | 0 | N/A |
| Vote by Mail | 0 | 0 | N/A |
| Total | 0 | 0 | N/A |
| 0000064 | | | |
| Vote Center | 241 | 14 | 5.81% |
| Vote by Mail | 241 | 136 | 56.43% |
| Total | 241 | 150 | 62.24% |
| 0000065 | | | |
| Vote Center | 1,008 | 56 | 5.56% |
| Vote by Mail | 1,008 | 330 | 32.74% |
| Total | 1,008 | 386 | 38.29% |
| 0000066 | | | |
| Vote Center | 867 | 24 | 2.77% |
| Vote by Mail | 867 | 189 | 21.80% |
| Total | 867 | 213 | 24.57% |
| 0000067 | | | |
| Vote Center | 847 | 27 | 3.19% |
| Vote by Mail | 847 | 236 | 27.86% |
| Total | 847 | 263 | 31.05% |
| 0000068 | | | |
| Vote Center | 396 | 22 | 5.56% |
| Vote by Mail | 396 | 114 | 28.79% |
| Total | 396 | 136 | 34.34% |

| Precinct | Registered Voters | Voters Cast | % Turnout |
|--------------|-------------------|-------------|-----------|
| 0000069 | | | |
| Vote Center | 295 | 28 | 9.49% |
| Vote by Mail | 295 | 83 | 28.14% |
| Total | 295 | 111 | 37.63% |
| 0000070 | | | |
| Vote Center | 70 | 2 | 2.86% |
| Vote by Mail | 70 | 17 | 24.29% |
| Total | 70 | 19 | 27.14% |
| 0000071 | | | |
| Vote Center | 230 | 5 | 2.17% |
| Vote by Mail | 230 | 47 | 20.43% |
| Total | 230 | 52 | 22.61% |
| 0000072 | | | |
| Vote Center | 656 | 28 | 4.27% |
| Vote by Mail | 656 | 233 | 35.52% |
| Total | 656 | 261 | 39.79% |
| 0000073 | | | |
| Vote Center | 17 | 0 | 0.00% |
| Vote by Mail | 17 | 8 | 47.06% |
| Total | 17 | 8 | 47.06% |
| 0000074 | | | |
| Vote Center | 478 | 29 | 6.07% |
| Vote by Mail | 478 | 178 | 37.24% |
| Total | 478 | 207 | 43.31% |
| 0000075 | | | |
| Vote Center | 790 | 47 | 5.95% |
| Vote by Mail | 790 | 240 | 30.38% |
| Total | 790 | 287 | 36.33% |
| 0000076 | | | |
| Vote Center | 277 | 16 | 5.78% |
| Vote by Mail | 277 | 116 | 41.88% |
| Total | 277 | 132 | 47.65% |
| 0000077 | | | |
| Vote Center | 1,211 | 66 | 5.45% |
| Vote by Mail | 1,211 | 436 | 36.00% |
| Total | 1,211 | 502 | 41.45% |

| Precinct | Registered Voters | Voters Cast | % Turnout |
|-----------------------|-------------------|-------------|-----------|
| 0000078 | | | |
| Vote Center | 125 | 6 | 4.80% |
| Vote by Mail | 125 | 44 | 35.20% |
| Total | 125 | 50 | 40.00% |
| 0000079 | | | |
| Vote Center | 496 | 21 | 4.23% |
| Vote by Mail | 496 | 274 | 55.24% |
| Total | 496 | 295 | 59.48% |
| 0000080 | | | |
| Vote Center | 1,447 | 84 | 5.81% |
| Vote by Mail | 1,447 | 509 | 35.18% |
| Total | 1,447 | 593 | 40.98% |
| 0000081 | | | |
| Vote Center | 134 | 6 | 4.48% |
| Vote by Mail | 134 | 49 | 36.57% |
| Total | 134 | 55 | 41.04% |
| 0000082 | | | |
| Vote Center | 521 | 34 | 6.53% |
| Vote by Mail | 521 | 162 | 31.09% |
| Total | 521 | 196 | 37.62% |
| 0000084 | | | |
| Vote Center | 724 | 24 | 3.31% |
| Vote by Mail | 724 | 185 | 25.55% |
| Total | 724 | 209 | 28.87% |
| City Of Selma - Total | 10,830 | 4,125 | 38.09% |
| City - Total | 10,830 | 4,125 | 38.09% |
| Vote Center | 10,830 | 539 | 4.98% |
| Vote by Mail | 10,830 | 3,586 | 33.11% |

Selma Mayor (Vote for 1)

| Precinct | City | Times Cast | Registered Voters | Undervotes | Overvotes |
|----------------------|--------------|------------|-------------------|------------|-----------|
| City Of Selma | | | | | |
| 0000063 | | | | | |
| | Vote Center | 0 | 0 | 0 | 0 |
| | Vote by Mail | 0 | 0 | 0 | 0 |
| | Total | 0 | 0 | 0 | 0 |
| 0000064 | | | | | |
| | Vote Center | 14 | 241 | 0 | 0 |
| | Vote by Mail | 136 | 241 | 3 | 0 |
| | Total | 150 | 241 | 3 | 0 |
| 0000065 | | | | | |
| | Vote Center | 56 | 1,008 | 0 | 0 |
| | Vote by Mail | 330 | 1,008 | 11 | 0 |
| | Total | 386 | 1,008 | 11 | 0 |
| 0000066 | | | | | |
| | Vote Center | 24 | 867 | 0 | 0 |
| | Vote by Mail | 189 | 867 | 3 | 0 |
| | Total | 213 | 867 | 3 | 0 |
| 0000067 | | | | | |
| | Vote Center | 27 | 847 | 1 | 0 |
| | Vote by Mail | 236 | 847 | 6 | 0 |
| | Total | 263 | 847 | 7 | 0 |
| 0000068 | | | | | |
| | Vote Center | 22 | 396 | 1 | 0 |
| | Vote by Mail | 114 | 396 | 4 | 0 |
| | Total | 136 | 396 | 5 | 0 |
| 0000069 | | | | | |
| | Vote Center | 28 | 295 | 1 | 0 |
| | Vote by Mail | 83 | 295 | 3 | 0 |
| | Total | 111 | 295 | 4 | 0 |

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| Precinct | City | SCOTT ROBERTSON | THERESA GUZMAN SALAS |
|----------------------|--------------|-----------------|----------------------|
| City Of Selma | | | |
| 0000063 | | | |
| | Vote Center | 0 | 0 |
| | Vote by Mail | 0 | 0 |
| | Total | 0 | 0 |
| 0000064 | | | |
| | Vote Center | 2 | 5 |
| | Vote by Mail | 74 | 7 |
| | Total | 76 | 12 |
| 0000065 | | | |
| | Vote Center | 20 | 10 |
| | Vote by Mail | 175 | 38 |
| | Total | 195 | 48 |
| 0000066 | | | |
| | Vote Center | 13 | 5 |
| | Vote by Mail | 84 | 41 |
| | Total | 97 | 46 |
| 0000067 | | | |
| | Vote Center | 8 | 6 |
| | Vote by Mail | 122 | 36 |
| | Total | 130 | 42 |
| 0000068 | | | |
| | Vote Center | 12 | 2 |
| | Vote by Mail | 47 | 20 |
| | Total | 59 | 22 |
| 0000069 | | | |
| | Vote Center | 13 | 3 |
| | Vote by Mail | 40 | 12 |
| | Total | 53 | 15 |

| Precinct | LOUIS QUINTANA | | | Write-In | Total Votes | Unresolved Write-In |
|----------------------|----------------|--------|---|----------|-------------|---------------------|
| City | | | | | | |
| City Of Selma | | | | | | |
| 0000063 | | | | | | |
| Vote Center | 0 | | 0 | 0 | 0 | 0 |
| Vote by Mail | 0 | | 0 | 0 | 0 | 0 |
| Total | 0 | | 0 | 0 | 0 | 0 |
| 0000064 | | | | | | |
| Vote Center | 7 | 50.00% | 0 | 0.00% | 14 | 0 |
| Vote by Mail | 52 | 39.10% | 0 | 0.00% | 133 | 0 |
| Total | 59 | 40.14% | 0 | 0.00% | 147 | 0 |
| 0000065 | | | | | | |
| Vote Center | 26 | 46.43% | 0 | 0.00% | 56 | 0 |
| Vote by Mail | 106 | 33.23% | 0 | 0.00% | 319 | 0 |
| Total | 132 | 35.20% | 0 | 0.00% | 375 | 0 |
| 0000066 | | | | | | |
| Vote Center | 6 | 25.00% | 0 | 0.00% | 24 | 0 |
| Vote by Mail | 61 | 32.80% | 0 | 0.00% | 186 | 0 |
| Total | 67 | 31.90% | 0 | 0.00% | 210 | 0 |
| 0000067 | | | | | | |
| Vote Center | 12 | 46.15% | 0 | 0.00% | 26 | 0 |
| Vote by Mail | 72 | 31.30% | 0 | 0.00% | 230 | 0 |
| Total | 84 | 32.81% | 0 | 0.00% | 256 | 0 |
| 0000068 | | | | | | |
| Vote Center | 7 | 33.33% | 0 | 0.00% | 21 | 0 |
| Vote by Mail | 43 | 39.09% | 0 | 0.00% | 110 | 0 |
| Total | 50 | 38.17% | 0 | 0.00% | 131 | 0 |
| 0000069 | | | | | | |
| Vote Center | 11 | 40.74% | 0 | 0.00% | 27 | 0 |
| Vote by Mail | 28 | 35.00% | 0 | 0.00% | 80 | 0 |
| Total | 39 | 36.45% | 0 | 0.00% | 107 | 0 |

| Precinct | Times Cast | Registered Voters | Undervotes | Overvotes |
|--------------|------------|-------------------|------------|-----------|
| 0000070 | | | | |
| Vote Center | 2 | 70 | 1 | 0 |
| Vote by Mail | 17 | 70 | 2 | 0 |
| Total | 19 | 70 | 3 | 0 |
| 0000071 | | | | |
| Vote Center | 5 | 230 | 0 | 0 |
| Vote by Mail | 47 | 230 | 4 | 0 |
| Total | 52 | 230 | 4 | 0 |
| 0000072 | | | | |
| Vote Center | 28 | 656 | 0 | 0 |
| Vote by Mail | 233 | 656 | 8 | 1 |
| Total | 261 | 656 | 8 | 1 |
| 0000073 | | | | |
| Vote Center | 0 | 17 | 0 | 0 |
| Vote by Mail | 8 | 17 | 0 | 0 |
| Total | 8 | 17 | 0 | 0 |
| 0000074 | | | | |
| Vote Center | 29 | 478 | 0 | 0 |
| Vote by Mail | 178 | 478 | 7 | 0 |
| Total | 207 | 478 | 7 | 0 |
| 0000075 | | | | |
| Vote Center | 47 | 790 | 1 | 0 |
| Vote by Mail | 240 | 790 | 9 | 0 |
| Total | 287 | 790 | 10 | 0 |
| 0000076 | | | | |
| Vote Center | 16 | 277 | 1 | 0 |
| Vote by Mail | 116 | 277 | 7 | 0 |
| Total | 132 | 277 | 8 | 0 |
| 0000077 | | | | |
| Vote Center | 66 | 1,211 | 0 | 0 |
| Vote by Mail | 436 | 1,211 | 12 | 0 |
| Total | 502 | 1,211 | 12 | 0 |

| Precinct | SCOTT ROBERTSON | THERESA GUZMAN SALAS |
|--------------|-----------------|----------------------|
| 0000070 | | |
| Vote Center | 0 | 0 |
| Vote by Mail | 4 | 7 |
| Total | 4 | 7 |
| 0000071 | | |
| Vote Center | 1 | 1 |
| Vote by Mail | 21 | 9 |
| Total | 22 | 10 |
| 0000072 | | |
| Vote Center | 7 | 3 |
| Vote by Mail | 94 | 24 |
| Total | 101 | 27 |
| 0000073 | | |
| Vote Center | 0 | 0 |
| Vote by Mail | 5 | 2 |
| Total | 5 | 2 |
| 0000074 | | |
| Vote Center | 15 | 0 |
| Vote by Mail | 74 | 24 |
| Total | 89 | 24 |
| 0000075 | | |
| Vote Center | 19 | 4 |
| Vote by Mail | 102 | 40 |
| Total | 121 | 44 |
| 0000076 | | |
| Vote Center | 3 | 2 |
| Vote by Mail | 38 | 15 |
| Total | 41 | 17 |
| 0000077 | | |
| Vote Center | 30 | 7 |
| Vote by Mail | 210 | 34 |
| Total | 240 | 41 |

| Precinct | LOUIS QUINTANA | | | Write-In | | Total Votes | Unresolved Write-In |
|----------|----------------|-----|---------|----------|-------|-------------|---------------------|
| | | | | | | | |
| 0000070 | | | | | | | |
| | Vote Center | 1 | 100.00% | 0 | 0.00% | 1 | 0 |
| | Vote by Mail | 4 | 26.67% | 0 | 0.00% | 15 | 0 |
| | Total | 5 | 31.25% | 0 | 0.00% | 16 | 0 |
| 0000071 | | | | | | | |
| | Vote Center | 3 | 60.00% | 0 | 0.00% | 5 | 0 |
| | Vote by Mail | 13 | 30.23% | 0 | 0.00% | 43 | 0 |
| | Total | 16 | 33.33% | 0 | 0.00% | 48 | 0 |
| 0000072 | | | | | | | |
| | Vote Center | 18 | 64.29% | 0 | 0.00% | 28 | 0 |
| | Vote by Mail | 106 | 47.32% | 0 | 0.00% | 224 | 0 |
| | Total | 124 | 49.21% | 0 | 0.00% | 252 | 0 |
| 0000073 | | | | | | | |
| | Vote Center | 0 | | 0 | | 0 | 0 |
| | Vote by Mail | 1 | 12.50% | 0 | 0.00% | 8 | 0 |
| | Total | 1 | 12.50% | 0 | 0.00% | 8 | 0 |
| 0000074 | | | | | | | |
| | Vote Center | 14 | 48.28% | 0 | 0.00% | 29 | 0 |
| | Vote by Mail | 73 | 42.69% | 0 | 0.00% | 171 | 0 |
| | Total | 87 | 43.50% | 0 | 0.00% | 200 | 0 |
| 0000075 | | | | | | | |
| | Vote Center | 23 | 50.00% | 0 | 0.00% | 46 | 0 |
| | Vote by Mail | 89 | 38.53% | 0 | 0.00% | 231 | 0 |
| | Total | 112 | 40.43% | 0 | 0.00% | 277 | 0 |
| 0000076 | | | | | | | |
| | Vote Center | 10 | 66.67% | 0 | 0.00% | 15 | 0 |
| | Vote by Mail | 56 | 51.38% | 0 | 0.00% | 109 | 0 |
| | Total | 66 | 53.23% | 0 | 0.00% | 124 | 0 |
| 0000077 | | | | | | | |
| | Vote Center | 29 | 43.94% | 0 | 0.00% | 66 | 0 |
| | Vote by Mail | 180 | 42.45% | 0 | 0.00% | 424 | 0 |
| | Total | 209 | 42.65% | 0 | 0.00% | 490 | 0 |

| Precinct | Times Cast | Registered Voters | Undervotes | Overvotes |
|-----------------------|------------|-------------------|------------|-----------|
| 0000078 | | | | |
| Vote Center | 6 | 125 | 0 | 0 |
| Vote by Mail | 44 | 125 | 1 | 0 |
| Total | 50 | 125 | 1 | 0 |
| 0000079 | | | | |
| Vote Center | 21 | 496 | 0 | 0 |
| Vote by Mail | 274 | 496 | 8 | 0 |
| Total | 295 | 496 | 8 | 0 |
| 0000080 | | | | |
| Vote Center | 84 | 1,447 | 2 | 0 |
| Vote by Mail | 509 | 1,447 | 9 | 0 |
| Total | 593 | 1,447 | 11 | 0 |
| 0000081 | | | | |
| Vote Center | 6 | 134 | 0 | 0 |
| Vote by Mail | 49 | 134 | 0 | 0 |
| Total | 55 | 134 | 0 | 0 |
| 0000082 | | | | |
| Vote Center | 34 | 521 | 0 | 0 |
| Vote by Mail | 162 | 521 | 2 | 0 |
| Total | 196 | 521 | 2 | 0 |
| 0000084 | | | | |
| Vote Center | 24 | 724 | 0 | 0 |
| Vote by Mail | 185 | 724 | 10 | 1 |
| Total | 209 | 724 | 10 | 1 |
| City Of Selma - Total | 4,125 | 10,830 | 117 | 2 |
| City - Total | 4,125 | 10,830 | 117 | 2 |

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| Precinct | SCOTT ROBERTSON | THERESA GUZMAN SALAS |
|-----------------------|-----------------|----------------------|
| 0000078 | | |
| Vote Center | 2 | 3 |
| Vote by Mail | 9 | 3 |
| Total | 11 | 6 |
| 0000079 | | |
| Vote Center | 4 | 3 |
| Vote by Mail | 122 | 67 |
| Total | 126 | 70 |
| 0000080 | | |
| Vote Center | 39 | 5 |
| Vote by Mail | 246 | 72 |
| Total | 285 | 77 |
| 0000081 | | |
| Vote Center | 4 | 0 |
| Vote by Mail | 32 | 6 |
| Total | 36 | 6 |
| 0000082 | | |
| Vote Center | 10 | 7 |
| Vote by Mail | 76 | 28 |
| Total | 86 | 35 |
| 0000084 | | |
| Vote Center | 9 | 2 |
| Vote by Mail | 79 | 20 |
| Total | 88 | 22 |
| City Of Selma - Total | 1,865 | 573 |
| City - Total | 1,865 | 573 |

| Precinct | LOUIS QUINTANA | | | Write-In | | Total Votes | Unresolved Write-In |
|----------|-----------------------|-------|--------|----------|-------|-------------|---------------------|
| | | | | | | | |
| 0000078 | | | | | | | |
| | Vote Center | 1 | 16.67% | 0 | 0.00% | 6 | 0 |
| | Vote by Mail | 31 | 72.09% | 0 | 0.00% | 43 | 0 |
| | Total | 32 | 65.31% | 0 | 0.00% | 49 | 0 |
| 0000079 | | | | | | | |
| | Vote Center | 14 | 66.67% | 0 | 0.00% | 21 | 0 |
| | Vote by Mail | 77 | 28.95% | 0 | 0.00% | 266 | 0 |
| | Total | 91 | 31.71% | 0 | 0.00% | 287 | 0 |
| 0000080 | | | | | | | |
| | Vote Center | 38 | 46.34% | 0 | 0.00% | 82 | 0 |
| | Vote by Mail | 182 | 36.40% | 0 | 0.00% | 500 | 0 |
| | Total | 220 | 37.80% | 0 | 0.00% | 582 | 0 |
| 0000081 | | | | | | | |
| | Vote Center | 2 | 33.33% | 0 | 0.00% | 6 | 0 |
| | Vote by Mail | 11 | 22.45% | 0 | 0.00% | 49 | 0 |
| | Total | 13 | 23.64% | 0 | 0.00% | 55 | 0 |
| 0000082 | | | | | | | |
| | Vote Center | 17 | 50.00% | 0 | 0.00% | 34 | 0 |
| | Vote by Mail | 56 | 35.00% | 0 | 0.00% | 160 | 0 |
| | Total | 73 | 37.63% | 0 | 0.00% | 194 | 0 |
| 0000084 | | | | | | | |
| | Vote Center | 13 | 54.17% | 0 | 0.00% | 24 | 0 |
| | Vote by Mail | 75 | 43.10% | 0 | 0.00% | 174 | 0 |
| | Total | 88 | 44.44% | 0 | 0.00% | 198 | 0 |
| | City Of Selma - Total | 1,568 | 39.14% | 0 | 0.00% | 4,006 | 0 |
| | City - Total | 1,568 | 39.14% | 0 | 0.00% | 4,006 | 0 |

January 17, 2023 Council Agenda Packet

15JOSE A. MORENO
III

| Precinct | City | Write-In | Total Votes | Unresolved Write-In |
|----------------------|--------------|----------|-------------|---------------------|
| City Of Selma | | | | |
| 0000063 | | | | |
| | Vote Center | 0 | 0 | 0 |
| | Vote by Mail | 0 | 0 | 0 |
| | Total | 0 | 0 | 0 |
| 0000074 | | | | |
| | Vote Center | 0 | 27 | 0 |
| | Vote by Mail | 0 | 165 | 0 |
| | Total | 0 | 192 | 0 |
| 0000075 | | | | |
| | Vote Center | 0 | 45 | 0 |
| | Vote by Mail | 0 | 221 | 0 |
| | Total | 0 | 266 | 0 |
| 0000076 | | | | |
| | Vote Center | 0 | 13 | 0 |
| | Vote by Mail | 0 | 103 | 0 |
| | Total | 0 | 116 | 0 |
| 0000077 | | | | |
| | Vote Center | 0 | 66 | 0 |
| | Vote by Mail | 0 | 403 | 0 |
| | Total | 0 | 469 | 0 |
| 0000078 | | | | |
| | Vote Center | 0 | 6 | 0 |
| | Vote by Mail | 0 | 38 | 0 |
| | Total | 0 | 44 | 0 |
| 0000081 | | | | |
| | Vote Center | 0 | 6 | 0 |
| | Vote by Mail | 0 | 48 | 0 |
| | Total | 0 | 54 | 0 |

| Precinct | City Of Selma - Total | Times Cast | Registered Voters | Undervotes | Overvotes |
|----------|-----------------------|------------|-------------------|------------|-----------|
| | 1,233 | 1,233 | 3,015 | 92 | 0 |
| | City - Total | 1,233 | 3,015 | 92 | 0 |

| Precinct | JOHN TRUJILLO | JOSE A. MORENO III |
|-----------------------|---------------|--------------------|
| City Of Selma - Total | 601 | 540 |
| City - Total | 601 | 540 |
| | 52.67% | 47.33% |
| | 52.67% | 47.33% |

| Precinct | City Of Selma - Total | Write-In | Total Votes | Unresolved Write-In |
|-----------------------|-----------------------|----------|-------------|---------------------|
| City Of Selma - Total | 0 | 0.00% | 1,141 | 0 |
| City - Total | 0 | 0.00% | 1,141 | 0 |

Selma City Council District No. 3 (Vote for 1)

| Precinct | City | Times Cast | Registered Voters | Undervotes | Overvotes |
|----------------------|--------------|------------|-------------------|------------|-----------|
| City Of Selma | | | | | |
| 0000064 | | | | | |
| | Vote Center | 14 | 241 | 0 | 0 |
| | Vote by Mail | 136 | 241 | 5 | 0 |
| | Total | 150 | 241 | 5 | 0 |
| 0000065 | | | | | |
| | Vote Center | 56 | 1,008 | 5 | 0 |
| | Vote by Mail | 330 | 1,008 | 16 | 0 |
| | Total | 386 | 1,008 | 21 | 0 |
| 0000069 | | | | | |
| | Vote Center | 28 | 295 | 3 | 0 |
| | Vote by Mail | 83 | 295 | 10 | 0 |
| | Total | 111 | 295 | 13 | 0 |
| 0000070 | | | | | |
| | Vote Center | 2 | 70 | 1 | 0 |
| | Vote by Mail | 17 | 70 | 2 | 0 |
| | Total | 19 | 70 | 3 | 0 |
| 0000071 | | | | | |
| | Vote Center | 5 | 230 | 0 | 0 |
| | Vote by Mail | 47 | 230 | 6 | 0 |
| | Total | 52 | 230 | 6 | 0 |
| 0000072 | | | | | |
| | Vote Center | 28 | 656 | 0 | 0 |
| | Vote by Mail | 233 | 656 | 18 | 0 |
| | Total | 261 | 656 | 18 | 0 |
| 0000073 | | | | | |
| | Vote Center | 0 | 17 | 0 | 0 |
| | Vote by Mail | 8 | 17 | 0 | 0 |
| | Total | 8 | 17 | 0 | 0 |

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| Precinct | City | LOUIS FRANCO | | SARAH GUERRA | |
|---------------|--------------|--------------|--------|--------------|---------|
| City Of Selma | | | | | |
| 0000064 | Vote Center | 12 | 85.71% | 2 | 14.29% |
| | Vote by Mail | 55 | 41.98% | 76 | 58.02% |
| | Total | 67 | 46.21% | 78 | 53.79% |
| 0000065 | Vote Center | 24 | 47.06% | 27 | 52.94% |
| | Vote by Mail | 142 | 45.22% | 172 | 54.78% |
| | Total | 166 | 45.48% | 199 | 54.52% |
| 0000069 | Vote Center | 13 | 52.00% | 12 | 48.00% |
| | Vote by Mail | 40 | 54.79% | 33 | 45.21% |
| | Total | 53 | 54.08% | 45 | 45.92% |
| 0000070 | Vote Center | 0 | 0.00% | 1 | 100.00% |
| | Vote by Mail | 4 | 26.67% | 11 | 73.33% |
| | Total | 4 | 25.00% | 12 | 75.00% |
| 0000071 | Vote Center | 2 | 40.00% | 3 | 60.00% |
| | Vote by Mail | 12 | 29.27% | 29 | 70.73% |
| | Total | 14 | 30.43% | 32 | 69.57% |
| 0000072 | Vote Center | 18 | 64.29% | 10 | 35.71% |
| | Vote by Mail | 122 | 56.74% | 93 | 43.26% |
| | Total | 140 | 57.61% | 103 | 42.39% |
| 0000073 | Vote Center | 0 | | 0 | |
| | Vote by Mail | 2 | 25.00% | 6 | 75.00% |
| | Total | 2 | 25.00% | 6 | 75.00% |

| Precinct | City | Write-In | Total Votes | Unresolved Write-In |
|----------------------|--------------|----------|-------------|---------------------|
| City Of Selma | | | | |
| 0000064 | | | | |
| | Vote Center | 0 0.00% | 14 | 0 |
| | Vote by Mail | 0 0.00% | 131 | 0 |
| | Total | 0 0.00% | 145 | 0 |
| 0000065 | | | | |
| | Vote Center | 0 0.00% | 51 | 0 |
| | Vote by Mail | 0 0.00% | 314 | 0 |
| | Total | 0 0.00% | 365 | 0 |
| 0000069 | | | | |
| | Vote Center | 0 0.00% | 25 | 0 |
| | Vote by Mail | 0 0.00% | 73 | 0 |
| | Total | 0 0.00% | 98 | 0 |
| 0000070 | | | | |
| | Vote Center | 0 0.00% | 1 | 0 |
| | Vote by Mail | 0 0.00% | 15 | 0 |
| | Total | 0 0.00% | 16 | 0 |
| 0000071 | | | | |
| | Vote Center | 0 0.00% | 5 | 0 |
| | Vote by Mail | 0 0.00% | 41 | 0 |
| | Total | 0 0.00% | 46 | 0 |
| 0000072 | | | | |
| | Vote Center | 0 0.00% | 28 | 0 |
| | Vote by Mail | 0 0.00% | 215 | 0 |
| | Total | 0 0.00% | 243 | 0 |
| 0000073 | | | | |
| | Vote Center | 0 | 0 | 0 |
| | Vote by Mail | 0 0.00% | 8 | 0 |
| | Total | 0 0.00% | 8 | 0 |

| Precinct | City Of Selma - Total | Times Cast | Registered Voters | Undervotes | Overvotes |
|----------|-----------------------|------------|-------------------|------------|-----------|
| | 987 | 987 | 2,517 | 66 | 0 |
| | City - Total | 987 | 2,517 | 66 | 0 |

| Precinct | City Of Selma - Total | LOUIS FRANCO | SARAH GUERRA | | |
|----------|-----------------------|--------------|--------------|-----|--------|
| | 446 | 446 | 475 | 475 | 51.57% |
| | City - Total | 446 | 475 | 475 | 51.57% |

| Precinct | City Of Selma - Total | Write-In | Total Votes | Unresolved Write-In |
|----------|-----------------------|----------|-------------|---------------------|
| | City - Total | 0 | 921 | 0 |
| | | 0 | 921 | 0 |

Certificate of Election

This is to certify that

SCOTT ROBERTSON

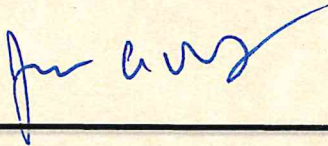
was elected to the office of

Selma Mayor

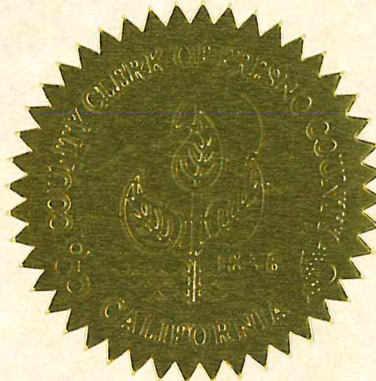
of the County of Fresno,
State of California, at an election duly held
therein on

November 8, 2022

In Witness Whereof, I have hereunto set
my hand affixed my official seal this 8th
day of December, 2022



James A. Kus
County Clerk/Registrar of Voters



Certificate of Election

This is to certify that

JOHN TRUJILLO

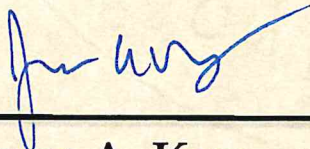
was elected to the office of

*Selma City
Member, City Council District No. 2*

of the County of Fresno,
State of California, at an election duly held
therein on

November 8, 2022

In Witness Whereof, I have hereunto set
my hand affixed my official seal this 8th
day of December, 2022



James A. Kus
County Clerk/Registrar of Voters



Certificate of Election

This is to certify that

SARAH GUERRA

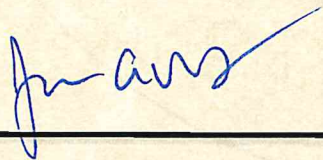
was elected to the office of

*Selma City
Member, City Council District No. 3*

of the County of Fresno,
State of California, at an election duly held
therein on

November 8, 2022

In Witness Whereof, I have hereunto set
my hand affixed my official seal this 8th
day of December, 2022



James A. Kus
County Clerk/Registrar of Voters



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

January 17, 2023

ITEM NO: 2

SUBJECT: Consider Legal Services Agreement with Griswold, LaSalle, Cobb, Dowd & Gin LLP

BACKGROUND/DISCUSSION: City Staff issued a Request for Proposals (RFP) for General Counsel Legal Services on September 2, 2022. The City received proposals from Herr Pedersen & Berglund LLP; Griswold, LaSalle, Cobb, Dowd & Gin LLP (Griswold LaSalle); and McCormick Kabot Jenner & Lew. The City Council interviewed two firms, as McCormick Kabot Jenner & Lew withdrew from consideration. Council directed Staff on December 29, 2022 to finalize an agreement with Griswold LaSalle as the selected firm.

The Professional Services Agreement will be for a flat fee of \$16,500 monthly (\$198,000 annually)

The City Attorney is responsible for evaluating legal matters on behalf of the City Council and City staff, and provides recommended options to minimize legal risk and ensure due process in City decisions. The City Attorney has the authority to enforce Selma's Municipal Code and to represent the City in litigation. Additional services provided are the preparation of proposed ordinances, resolutions, contracts, and other legal documents.

FISCAL IMPACT: No additional impact as \$200,000 was approved in the FY 22-23 Adopted Budget for City Attorney legal fees.

RECOMMENDATION: Approve and authorize the Mayor to execute the professional services agreement with Griswold LaSalle Cobb, Dowd & Gin LLP for City Attorney/General Counsel services.

_____/s/_____
Fernando Santillan, City Manager

January 11, 2023
Date

Attachments

1. General Counsel Legal Services Agreement between the City of Selma and Griswold, LaSalle, Cobb, Dowd & Gin LLP
2. Resolution Approving Legal Services Agreement between the City of Selma and Griswold, LaSalle, Cobb, Dowd & Gin LLP

GENERAL COUNSEL LEGAL SERVICES AGREEMENT

This General Counsel Legal Services Agreement ("Agreement") is entered into by and between Griswold, LaSalle, Cobb, Dowd & Gin LLP ("Firm") and the City of Selma ("City").

RECITALS

- A. The City desires to obtain General Counsel legal services; and
- B. Firm has the legal competence, experience, and qualifications to provide professional legal services required by City; and

AGREEMENT

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

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

3. Compensation. City shall compensate Firm for legal services at flat fee of sixteen thousand five-hundred dollars (\$16,500.00) per month ("flat fee") excluding the specifically stated services below. The flat fee amount will be adjusted by inflation annually using the Fresno area consumer price index, beginning in July 2024. The flat fee for the month of January 2023 shall be billed at eight thousand two-hundred and fifty dollars (\$8,250).

3.1 Flat Fee Excluded Services. All legal services except the following are included in the flat fee agreement:

- 1. All litigation handled by our office
- 2. Environmental or real estate transactions
- 3. Election and Redistricting related legal services
- 4. Cannabis related issues
- 5. Cybersecurity/ IT related issues
- 6. Any other irregular legal services as shall be designated by the City Manager

Services requested that are not included in the flat fee are performed and billed at the currently hourly rate for the person performing the work. An itemized invoice for all hourly work shall be submitted to the City along with the flat fee invoice.

4. Assignment of Personnel. General Counsel under this Agreement shall be Megan Dodd. It is understood that other attorneys employed by the firm will utilized

regularly and from time to time, Firm may subcontract with other attorneys to ensure timely and responsive services as set forth in Firm's letter of interest.

5. Billings and Payments.

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

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

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

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

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

6. Term and Termination.

6.1 This Agreement shall be effective on **January 17, 2023**, subject to approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect unless otherwise terminated earlier by one of the parties. Firm may be contacted following termination of the Agreement for clarification and consultation on matters covered during performance of the scope of services. Any additional legal services rendered as a result of such contact will be billed in accordance with Section 3 of this Agreement.

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

111 E 7th St.
Hanford, CA 93230

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

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

7. Insurance and Indemnification.

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

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

8. Independent Contractor. In performance of the work, duties and obligations assumed by Firm under this Agreement, it is mutually understood and agreed that Firm, including any and all of Firm's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, Firm and its employees shall have absolutely no right to employment rights and benefits available to City employees. Firm shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Firm shall be solely responsible and hold City harmless from all matters related to payment of Firm's employees, including compliance with social security, withholding, and all other regulations governing such matters.

9. Compliance with Law. Firm shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions

required to be included are incorporated by reference. In particular, Firm shall comply with all Rules of Professional Conduct of the State Bar of California, with confidentiality laws and regulations and with conflict of interest laws and regulations.

10. Miscellaneous.

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

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

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

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

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

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

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

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

10.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term, or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

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

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

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

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

Griswold, LaSalle, Cobb, Dowd & Gin LLP CITY OF SELMA

Mario Zamora, Attorney

Scott Robertson, Mayor

Date: _____, 2023

Date: _____, 2023

ATTEST

Reyna Rivera, City Clerk

EXHIBIT A
INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

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

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

City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 2023 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING ENTERING INTO AN AGREEMENT AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT WITH GRISWOLD, LASALLE, COBB, DOWD & GIN, LLP FOR LEGAL SERVICES

WHEREAS, the City of Selma is authorizing the City Manager to execute an agreement with Griswold, LaSalle, Cobb, Dowd & Gin, LLP for the purpose of providing legal services; and

WHEREAS, the total fees associated with this agreement were approved within the General Fund of the FY 22/23 City Budget and shall not exceed \$198,000 unless duly approved for additional amounts;

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 the agreement with Griswold Lasalle attached as Exhibit A and incorporated herein by reference.

SECTION 3. The City Manager is hereby authorized to execute the agreement and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

PASSED, APPROVED AND ADOPTED this 17th day of January, 2023, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

January 17, 2023

ITEM NO: 3

SUBJECT: Consider Approval of a Resolution for the Adoption of a Records Management Policy Containing Certain Records Retention Schedules and Records Destruction Guidelines

BACKGROUND:

In 1968 the Legislature passed the California Public Records Act (PRA) which is modeled after the federal Freedom of Information Act and details what government information is, and is not, available to the public. In general, all records are open to the public except 28 specific exemption categories listed in PRA, Section 6254. The PRA applies to all records, in whatever form, maintained by either state or local public agencies.

In 1978 the Information Practices Act (IPA) became effective to protect personal privacy rights for individuals. The IPA is modeled after the Federal Privacy Act of 1974 and supersedes portions of the PRA. It does not apply to local public agencies except under voluntary contractual agreements.

The State Records Management Act requires the Director of the Department of General Services (DGS) to establish and administer the state's records management program. The program applies "...to the creation, utilization, maintenance, retention, preservation, and disposal of state records." DGS administers the program through the State Administrative Manual (SAM), Chapter 1600 and the California Acquisition Manual (CAM).

Since, with the exception of the PRA, legislation and directives establishing the state Records Management Program do not apply to local government, county and/or city government agencies do not have a standardized program of accountability for their treatment of public records. Nor does local government have standard retention periods for various record categories other than certain record types identified in government codes that mandate specific local programs. To alleviate this situation the 1999 legislature added Section 12236 to the Government Code, which states in Section 12236 (a) "The Secretary of State shall establish the Local Government Records Program to be administered by the State Archives to establish guidelines for local government retention and to provide archival support to local agencies in this state."

The Secretary of State guidelines are an initial attempt to provide some standards and structure to the local government records management effort. Other attempts at standardization include the California City Clerks Association's 1998 list of common local government records and recommended retention periods. The goal of the State Archives in compliance with Government Code 12236 is to consolidate information resources and provide local government with a single source for archival and records management support and guidance.

DISCUSSION:

A records retention policy and schedules provides for a well-planned and orderly storage and/or destruction for city records. The retention period stated in the attached Records Retention Schedules will promote the efficient and cost effective conduct of the City's business by reducing the number of records that the City retains, eliminating the unnecessary retention of duplicate or obsolete records, reducing the continuing need for addition filing equipment and storage space, facilitation the retrieval of records and establishing a tradition of good records management.

An approved records retention schedule would be the City's legal authority to maintain and, when appropriate, destroy records and documents entrusted within its care. This schedule will certify the life, care and disposition of City records and documents associated with the administrative department of the City and if records requested by subpoena have been destroyed, the City's Records Retention Schedule will defend the City's actions.

FISCAL IMPACT:

None.

RECOMMENDATION:

Consider Approval of Resolution for the Adoption of a Records Management Policy Containing Certain Records Retention Schedules and Records Destruction Guidelines.

| | |
|--|-------------------------|
| <u> /s/ </u> | <u>January 11, 2023</u> |
| Jasmin Bains | Date |
| Deputy City Manager | |

| | |
|--|-------------------------|
| <u> /s/ </u> | <u>January 11, 2023</u> |
| Fernando Santillan | Date |
| City Manager | |

Attachments:

1. Resolution for the Adoption of a records management policy.
2. "Exhibit A"- Administration record retention guide
3. Attachment C- Retention Policy

RESOLUTION NO. 2023- ____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, ADOPTION OF A RECORDS MANAGEMENT POLICY
CONTAINING CERTAIN RECORDS RETENTION SCHEDULES AND RECORDS
DESTRUCTION GUIDELINES**

WHEREAS, California Government Code Section 34090 et seq. sets forth certain legal requirements relating to the management and retention of certain municipal records; and

WHEREAS, Senate Bill 742 approved by the California State Government on September 7, 1999, required the Secretary of State to establish, publish, update, and maintain on a permanent basis guidelines for local government records retention (Government Code Section 12236); and

WHEREAS, retention guidelines have been provided to the city which have been endorsed by resolution of the General Assembly of the League of California Cities, and by the City Clerks Association of California; and

WHEREAS, said guidelines are reviewed and updated periodically by the Secretary of State; and

WHEREAS, said Local Government Records Management Guidelines have been reviewed by the City Attorney and City Clerk; and

WHEREAS, it has been determined that the recommended Management Guidelines establish recommended retention periods and destruction guidelines comply with Federal and State statutes and are generally accepted records management practices.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma as follows:

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

SECTION 2. The City Council hereby approves the section of the Local Government Records Management Guidelines attached thereto as Exhibit A and Attachment C for the Finance Department incorporated herein by reference.

SECTION 3. The City Clerk is authorized to use the Secretary of State Local Government Retention Guidelines as the Selma City-Wide Records Retention Policy and Program.

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.

PASSED, APPROVED AND ADOPTED this 17 day of January, 2023, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

January 17, 2022

ITEM NO: 4

SUBJECT: Consideration of Deferred Improvements and Enforcement Agreement between the City of Selma and Dawson-Mauldin, LLC

BACKGROUND: Due to various zoning violations, the City of Selma has initiated code enforcement activities on APN's 390-220-10S, 11S, 12S, 13S, and 14S, located within the Selma Industrial Park. Due to the continued code violations on site, in November of 2022, the City officially notified both the property owner and tenant that all on-site operations must cease until such violations had been addressed. The owner of the aforementioned parcels, Dawson-Mauldin, LLC, desires to work with the City to address the violations in a timely manner, while consistently working towards a fully improved site for the current tenant, Outsource Utility Contractor Corporation, who serves as the 24/7 emergency response team for Pacific Gas and Electric (PG&E).

DISCUSSION: Due to Outsource Utility's role as the 24/7 emergency response team for PG&E, continuity of operations is vital for public health and safety. As such, PG&E has formally requested that Outsource Utility be allowed to continue operations while the site issues are being actively addressed, to ensure that there is not an impact to safety and emergency response capacity. The City understands the need for Outsource Utility to maintain operations in the interest of public health and safety. As such, a draft Deferred Improvements and Enforcement Agreement (Attachment 2) between the City and the property owner has been prepared for Council consideration, which would allow for necessary site operations to continue while providing assurance to the City that site improvements and mitigation of violations will be addressed in a timely manner.

FISCAL IMPACT: There is no fiscal impact to the City with the aforementioned items. Any activities requiring budget approval would return to the Council for action at the appropriate time.

RECOMMENDATION: Staff recommends that City Council approve and authorize the City Manager (or designee) to make non-substantive changes to the attached draft agreement and sign final agreement with Dawson-Mauldin, LLC, for deferred improvements and enforcement associated with APN's 390-220-10S, 11S, 12S, 13S, and 14S.

_____/s/_____
Rob Terry,
Planning Consultant

January 11, 2023
Date

_____/s/_____
Fernando Santillan
City Manager

January 11, 2023
Date

Attachments

1. Resolution approving a Deferred Improvements and Enforcement Agreement between the City of Selma and Dawson-Mauldin, LLC
2. Draft Deferred Improvements and Enforcement Agreement between the City of Selma and Dawson-Mauldin, LLC

RESOLUTION NO. 2023 – ____R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING ENTERING INTO A DEFERRED IMPROVEMENTS AND ENFORCEMENT AGREEMENT AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT WITH DAWSON-MAULDIN, LLC.

WHEREAS, the City of Selma is authorizing the City Manager to execute a deferred improvements and enforcement agreement with Dawson-Mauldin, LLC, for the purpose of addressing code violations on APN's 390-220-10S, 11S, 12S, 13S, and 14S, which are owned by Dawson-Mauldin, LLC (Owner) and leased by Outsource Utility Contractor Corporation (Lessee); and

WHEREAS, the Lessee for the aforementioned APN's serves as the 24/7 emergency response team for Pacific Gas and Electric (PG&E); and

WHEREAS, PG&E has formally requested that Lessee be allowed to continue operations while the site issues are being actively addressed, to ensure that there is not an impact to safety and emergency response capacity; and

WHEREAS, the Owner is proposing an aggressive schedule to address the site violations and full improvement of the site in a timely manner; and

WHEREAS, the City understands the need for continual operations for Lessee to ensure public health and safety associated with PG&E emergency response. Therefore, a Deferred Improvements and Enforcement Agreement is being proposed to allow for necessary site operations to continue for Lessee while providing assurance to the City that Owner will address site improvements and mitigation of violations in a timely manner.

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 approves and authorizes the City Manager (or designee) to make non-substantive changes to the draft agreement presented to Council on January 17, 2023; and authorizes the City manager (or designee) to sign the final agreement with Dawson-Mauldin, LLC, for deferred improvements and enforcement associated with APN's 390-220-10S, 11S, 12S, 13S, and 14S.

PASSED, APPROVED AND ADOPTED this 17th day of January, 2023, by the following vote:

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

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

DEFERRED IMPROVEMENTS AND ENFORCEMENT AGREEMENT

This Deferred Improvements and Enforcement Agreement (“Agreement”) is entered into as of January 17, 2023 (“Effective Date”) between the City of Selma, a California municipal corporation and general law city (“City”) and Dawson-Mauldin, LLC, a California limited liability company (“Developer”).

RECITALS

WHEREAS, Developer owns multiple properties in the Selma Industrial Park, including, but not limited to, APN’s 390-220-10S, 11S, 12S, 13S, and 14S; and

WHEREAS, the aforementioned parcels are currently being utilized in a manner that is in violation of Title’s IV and XI of the Selma Municipal Code, and has active Code Enforcement violations pending; and

WHEREAS, Developer has submitted a draft entitlement application for the aforementioned parcels, which will bring said parcels into compliance with the Selma Municipal Code. The project includes improvements within the public right-of-way, as well as on-site building activity. Improvements to bring the site into compliance with the Municipal Code are referred to as Deferred Improvements, while other improvements associated with the submitted entitlement application may be referred to as simply Improvements. All improvements hereinafter may be referred to collectively as the “Deferred and Project Improvements.” All collective improvements and entitlement activity may be referred to as the “Project”; and,

WHEREAS, The Developer is actively leasing the property to Outsource Utility Contractor Corp. (Lessee), who serves as the utility emergency responder for Pacific Gas and Electric Corporation (PG&E). PG&E is responsible for the transmission of all public electricity within the community of Selma, and is regulated by the California Public Utilities Commission. Any interruptions to the emergency response capacity of the Lessee could create health and safety issues, and cause significant hardship to residents of the City of Selma; and

WHEREAS, The City, Developer, and Lessee are in mutual agreeance that the violations on the aforementioned parcels shall be addressed in an expedited manner, while ensuring that the safety and security of Selma residents be protected by ensuring minimal impacts to Lessee’s ability to provide timely emergency response for PG&E; and

WHEREAS, City and Developer desire to enter into this Agreement to ensure mutual understanding and documentation of Project improvements, timing, and individual roles and responsibilities.

AGREEMENT

Section 1. Recitals.

The foregoing recitals are true and correct and are expressly made a part of this Agreement for Deferred and Project Improvements.

Section 2. Improvements to be Constructed.

(A) Developer agrees to complete all Deferred Project Improvements identified for the Project, and abide by all Conditions of Approval, listed in and pursuant to Conditions of Approval listed within the Project's Final Action Letter.

(B) All such improvements shall be constructed in accordance with the City's design standards and ordinances or as may be approved in writing by the City Engineer. Upon completion Developer shall furnish City with a complete and reproducible set of final as-built plans of the improvements, including any authorized modifications.

(C) The temporary trailers currently on-site will be permitted to remain and be utilized by Lessee only for uses associated with their role as PG&E utility emergency responders. No expansion, additional use, or modification of the units shall be permitted in any form. Use of the trailers shall be permitted only during the Construction Timeline detailed in Section 3 below. The trailers must be vacated and appropriately removed/relocated immediately following the completion of the Construction Timeline, with all responsibility for said actions the full and complete responsibility of the Developer. The City shall not carry any responsibility for use of the trailers or site in any manner.

Section 3. Time for Construction of Improvements.

Developer agrees that they or their successors in interest will complete construction or installation of the above-described Project by July 31, 2023, as notated within the Development Schedule provided by the Developer, dated November 29, 2022, and attached hereto as Attachment 1.

Section 4. Improvement Plans, Applications, and Fees.

Developer shall submit all required application materials, building and improvement plans for all improvements/structures proposed with the Project. All plans shall be prepared by a registered architect and/or civil engineer, and submitted to the City for approval in sufficient time to complete construction or installation of the Project as provided in Section 3 of this Agreement. Developer shall pay all applicable fees for permitting, plan review, and development of the Project. Issuance of a Certificate of Occupancy may not be granted until all fees have been paid in full, and all inspections and approvals are fully completed.

Section 5. Security.

(A) Upon execution of this Agreement, and associated project documentation forthcoming, Developer shall furnish City with all the following security in the forms specified in Government Code sections 66499.1 and 66499.2 or in a form satisfactory to the City Attorney if different from such Government Code forms:

(1) Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(A) above and sufficient to assure City that both the offsite Deferred Project Improvements will be satisfactorily completed. In addition, on-site Deferred Improvements, or activities required to bring the site into compliance with the

City's Municipal Code, may also be included within this category as determined by the City.

(2) Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(A) above and sufficient to assure City that Developer's contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor. In addition, on-site Deferred Improvements, or activities required to bring the site into compliance with the City's Municipal Code, may also be included within this category as determined by the City.

(B) City shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform to the provisions of Chapter 5 of the Subdivision Map Act (Government Code sections 66499-99499.10), except as may be otherwise approved by the City Attorney.

(C) Lien. To secure the timely performance of Developer's obligations under this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to the City or other governmental entity for a public purpose. As to Developer's default on those obligations for which security has been provided as set forth above, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

Section 6. Indemnification

Developer shall indemnify, defend and hold harmless the City and its Council, boards, commissions, officers, officials, employees and agents from any and all loss, liability, costs and damages (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury or property damage), and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising directly or indirectly out of or in any way connected with (i) any act, error or omission at any time of Developer its contractor(s), subcontractors or any of their respective, employees, agents or representatives in performing work under this Agreement. This paragraph will apply to the greatest extent allowed by law, but will not apply to, and Developer shall not be responsible for, any loss, liability, costs, damages, suits or claims caused by the active negligence or willful misconduct of the City its officials, officers or employees acting within the scope of their authority.

Section 7. Insurance

I. Commercial General Liability

a. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Developer's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office (ISO) form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing

completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Developer shall not affect coverage provided the City.

c. Coverage shall state that Developer insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

II. Business Automobile Liability

a. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

III. Workers' Compensation and Employers' Liability

a. Developer shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

IV. All Coverages

a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. Evidence of Insurance - Prior to commencement of work, the Developer shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Developer must agree to provide complete, certified copies of all required insurance policies if requested by the City.

c. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

Section 8. Warranty Period.

(A) Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, for a period of one (1) year after the date City accepts the Deferred and Project Improvements, Developer agrees to maintain the improvements and repair any defects or unsatisfactory work to the reasonable satisfaction of the City Engineer. City shall provide written notice to Developer of any repair or correction work which in the reasonable opinion of City Engineer, must be completed. Developer shall repair or make such correction of such improvements without expense or charge of any nature whatsoever to City.

(B) In the event the Developer shall fail to comply with the conditions of Section 7(A) above, within thirty (30) days (or such reasonably longer period if the repair or correction work cannot be reasonably completed within such thirty (30) day period), after being notified of the repair or correction in writing, City shall have the right, but not be obligated, to make, or cause to be made, the repair or correction and Developer shall promptly pay

to City the reasonable costs and expense of such repair or correction. Notwithstanding anything herein to the contrary, in the event that any repair or correction results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, City shall have the right to immediately make, or cause to be made, such repair or correction, and Developer shall promptly pay to City the reasonable costs and expense of such repair or correction. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs that may be required, as determined in the sole discretion and reasonable judgment of City.

Section 9. Inspection of Work.

Developer shall provide reasonable access to City through its City Engineer and his or her designated representative for the inspection of the work throughout construction of the Deferred and Project Improvements. Such City representative shall have the authority to reject all materials and workmanship which are not in accordance with the Approved Plans, and all such materials and or work shall be removed promptly by Developer and replaced to the reasonable satisfaction of City without any expense to City in strict accordance with the Approved Plans.

Section 10. Use of Improvements.

At all times prior to the final acceptance of the Deferred Project Improvements by City, the use of any or all such improvements shall be at the sole risk of Developer.

Section 11. Acceptance of Work.

Upon notice of the completion of all construction of the Deferred Project Improvements and the delivery of the set of final as-built plans to City by Developer, City through its City Engineer or his or her designated representative, shall examine the work without delay, and, if found to be in accordance with the Approved Plans and this Agreement shall recommend acceptance of the Deferred Project Improvements by the adoption of a resolution, and the City Engineer shall notify Developer or its designated agents of such acceptance.

Section 12. Recordation.

This Agreement shall be recorded in the office of the County Recorder of Fresno County, California.

Section 13. Notices.

(A) All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

All notices in connection with this Agreement must be written and given by personal delivery or first-class U.S. mail to a party at its respective address below:

To the City: CITY OF SELMA
Attn: City Manager
1710 Tucker Street
Selma, CA 93662

To Developer: DAWSON-MAULDIN, LLC
Attention: Mike Mauldin
1071 Nebraska Ave

Notice by personal delivery will be effective on delivery; notice by mail will be effective on receipt or three days after the postmark date, whichever is earlier.

(B) Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

Section 14. Default by Developer.

(A) Default by Developer shall include, but not be limited to:

(1) Developer's failure to timely commence construction of Deferred Project Improvements under this Agreement;

(2) Developer's failure to timely complete construction of the Deferred Project Improvements;

(3) Developer's failure to timely cure any defect in the Deferred Project Improvements as required by this Agreement;

(4) Developer's failure to perform substantial construction work for a period of 20 consecutive calendar days after commencement of the work;

(5) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within thirty (30) days;

(6) The commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(7) Developer's failure to perform any other obligation under this Agreement.

(B) The City reserves all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Deferred and Project Improvements. In the event Developer fails to cure any default under this First Amendment to Agreement within twenty (20) days after the City mails written notice of such default to the Developer and Developer's surety, Developer authorizes City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance to the City.

City may take over the work and complete the off-site Deferred Improvements and any on-site Deferred Improvements or activities required to bring the site into compliance with the City's Municipal Code, by contract or by any other method City deems appropriate, at the expense of Developer. In such event, City, without liability for doing so, may complete said Deferred Improvements using any of Developer's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Deferred Improvements.

(C) In the event Developer fails to perform any obligation hereunder or comply with applicable law, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs. In addition,

Developer acknowledges that City may restrict access to the site in accordance with applicable enforcement regulations at any time, should Developer fail to perform any obligations herein listed in this Agreement.

(D) The failure of City to take enforcement action with respect to a default or to declare a breach shall not be construed as a waiver of that default or breach of any subsequent default or breach of Developer.

Section 15. Personal Nature of Developer's Obligations.

Developer's obligations under this Agreement are personal obligations of Developer notwithstanding a transfer of all or any part of the Property subject to this Agreement. Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express prior written consent of the City.

Section 16. Modification; Amendment.

This Agreement may be modified or amended only by a written instrument, signed by duly authorized representatives of Developer and the City. No other statement, action or representation will be effective to modify or amend any provision of this Agreement.

Section 17. Governing Law; Interpretation.

This Agreement will be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties will be determined, according to California law. Venue shall be in Fresno County.

CITY OF SELMA

DAWSON-MAULDIN, LLC

By: _____
Fernando Santillan, City Manager

By: _____
Mike Mauldin, Owner

Date: _____

Date: _____

ATTEST:

By: _____
Reyna Rivera, City Clerk

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

January 17, 2023

ITEM NO: 5

SUBJECT: First Reading of an Ordinance of the City of Selma Amending Section 1-13-1 of Title 1 of the Selma Municipal Code Relating to the City's Purchasing System and Deleting Sections 1-13-2 through 1-13-10 of Title 1 of the Selma Municipal Code

BACKGROUND: The City's purchasing system is currently located under Title 1, Chapter 13 of the Municipal Code, and has not been updated for some time (in some cases, dating back to the 1970's).

DISCUSSION: Staff is proposing that the current ordinance be rescinded and replaced with a provision in the ordinance that allows the purchasing policy to be adopted by resolution. This will allow the purchasing policy to be revised and updated, as needed, by resolution without having to amend the Municipal Code. Significant changes between the existing ordinance and the proposed purchasing policy are:

| Existing Ordinance | Proposed Ordinance |
|--|---|
| Adoption of policies and procedures governing bidding regulations and City purchases of supplies and services required by Gov. Code §54202. | Requires the City's Purchasing Officer to develop Purchasing Procedures |
| Bidding (Section 1-13-5) only required for purchases of over \$5,000 or when there is only one vendor available | To provide greater clarity, this section replaced with formal and informal bid procedures, and open market procedures as discussed below |
| Formal contract procedures for purchases and contracts in excess of \$15,000 | Increases the threshold for formal bid procedures to more than \$25,000 for purchases of supplies, materials, non-professional services, and equipment |
| No informal bid procedures | Establishes informal bid procedures for purchases of supplies, materials, non-professional services, and equipment for purchases estimated in value between \$5,000 and \$25,000 |
| Allows for open market procurement of supplies and equipment with an estimated value of \$15,000 or less. However, open market procurement is anything of than formal bidding. | Allows for purchases of supplies, materials, services, and equipment estimated in value to be less than \$5,000 to be made in the open market without informal bids or quotes, subject, to fair, just and equitable terms and conditions of purchase. |

| | |
|--|---|
| Requires purchases of supplies and equipment by purchase order only. | Requires purchase orders only for purchases of supplies and equipment in excess of \$5,000 |
| No provision for purchases through cooperative purchase contracts | Allows for purchases through cooperative purchases contracts wherein a contract has been negotiated by another governmental agency, providing it is in the best interest of the City and has been awarded through a competitive bidding process |
| No provision for the disposal of surplus supplies and equipment | Gives the City the authority to dispose of surplus supplies and equipment |
| No provision for Contracts for Professional Services | Adds a section for Contracts for Professional Services to establish guidelines for procuring professional services as distinct from guidelines for purchase of supplies, materials, non-professional services, and equipment |
| No provision for Exceptions to Bidding and Purchasing Requirements | Adds Section for Exceptions to Bidding and Purchasing Requirements to include (a) emergency purchases, and (b) sole source purchases |
| No provision for Conflicts of Interest | Adds Section for Conflicts of Interest in Contracts which voids any contract for goods, labor or services or sale of City property in which any officer or employee has an interest |
| No provision for Interference with Bidders | Adds Section for Interference with or Misleading Bidders Prohibited which prohibits an officer or employee of the City from assisting bidders in securing a contract |
| No provision for Acceptance of Gifts by City Employees | Adds Section for Acceptance of Gifts by City Employees Prohibited which prohibits officers or employees of the City from accepting gifts which are intended as a reward to inducement for conducting business |
| No Provision for Local Small Business Preference | Adds Section for Application of Local Small Business Preference which provides guidelines for small business preference that can be applied to all purchases |
| No Provision for Severability | Adds Section for Severability which states that should any section of the chapter be held to be invalid, such decision does not affect the validity of remaining sections. |

If the first reading of this ordinance is approved, Staff will bring back the resolution for the updated Purchasing Policy at the next meeting when the ordinance is adopted.

FISCAL IMPACT: There is no fiscal impact with the introduction of the revision to this ordinance, as all future fiscal impacts will be brought to the City Council. The implementation of this policy allows City Staff to better meet the needs of the City of Selma in an efficient manner.

RECOMMENDATION: Approve First Reading of an Ordinance of the City of Selma Amending Section 1-13-1 of Title 1 of the Selma Municipal Code Relating to the City's Purchasing System and Deleting Sections 1-13-2 through 1-13-10 of the Title 1 of the Selma Municipal Code

_____/s/_____
Jasmin Bains
Deputy City Manager

January 17, 2023
Date

_____/s/_____
Fernando Santillan
City Manager

January 17, 2023
Date

Attachments:

1. Proposed Ordinance: Purchasing Policy
2. Purchasing Policy
3. Purchasing Procedure Flowchart

ORDINANCE NO. 2023-_____
AN ORDINANCE OF THE CITY OF SELMA AMENDING SECTION 1-13-1 OF
TITLE I OF THE SELMA MUNICIPAL CODE RELATING TO THE CITY'S
PURCHASING SYSTEM AND DELETING SECTIONS 1-13-2 THROUGH 1-13-10
OF THE TITLE 1 OF THE SELMA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF SELMA DOES ORDAIN as follows:

SECTION 1. Section 1 of Chapter 13 of Title I (1-13-1) of the Municipal Code of the City of Selma is hereby amended to read as follows

“1-13-1: ADOPTION OF PURCHASING SYSTEM:

In order to establish efficient procedures for the purchase of supplies and equipment, to secure for the City supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system shall be adopted by Resolution by the City Council.

SECTION 2. Sections 2 through 10 of Chapter 13 of Title I (1-13-2 to 1-13-10) of the Municipal Code are hereby deleted as follows:

SECTION 3. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 4. This ordinance shall take effect thirty (30) days after its passage.

SECTION 5. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Selma held on the 17th day of January of 2023, and passed and adopted at a regular meeting of the City Council held on the _____ day of _____ 2023, by the following vote, to wit:

| | |
|----------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

(Signatures Available on following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

APPROVED AS TO FORM:

Megan N. Dodd
City Attorney

CITY OF SELMA

FINANCE PURCHASING DIVISION PURCHASING AND CONTRACT PROCEDURES

CHAPTER 1

INTRODUCTION TO PURCHASING AND CONTRACT PROCEDURES

PURPOSE

The purpose of this manual is to provide a comprehensive set of policies and procedures that comply with applicable Federal, State and local laws and regulations and promote the cost-effective procurement of goods and services.

This manual has been compiled to assist each employee in understanding their responsibilities in the purchasing process by clearly specifying the procedures to be used by the City of Selma employees in obtaining the materials, goods and services necessary in carrying out their responsibilities to our community and its citizens.

PURCHASING AUTHORITY AND RESPONSIBILITIES

The Purchasing Agent is the Deputy City Manager or his/her designee, under the administrative direction of the City Manager, shall be the head and have general supervision of the Purchasing. The Purchasing Agent has the authority and responsibility to carry out and/or delegate applicable procurement laws and Council policies with regard to purchasing and related contractual agreements for materials, supplies and services.

The Purchasing Agent has authority to contract for rental or purchase of all materials, supplies, furnishings, equipment and other personal property upon written requisition by a City Department Head or his/her designee.

The Purchasing Agent also has the authority to contract for various services including building construction, alteration and repair and architectural, engineering and design consulting services.

In summary, the Purchasing Agent processes purchase requisitions for all City departments; obtains and evaluates competitive bids, proposals and quotes; awards purchase orders and contracts; creates, distributes and centrally files all purchasing documents; administers purchase orders and contracts and; monitors vendor performance.

OTHER PURCHASING DUTIES

Establish and maintain a central storing location for City supplies.

Redistribute, sell or otherwise dispose of personal property no longer required by the using department, i.e. surplus property.

Establish standard specifications, with department input, for items commonly used by City departments.

Coordinate Lease-Purchase agreements and Consultant Agreements.

PURCHASING AGENT AUTHORITY

All bidding may be dispensed with for purchases of supplies, materials, equipment and services having a total estimated value of \$5,000 or less.

Purchases of supplies materials, equipment and services of an estimated value in the amount of \$5,000 or less may be made by the Purchasing Agent in the open market. Open market purchases for supplies, materials, equipment and services of an estimated value between \$5,001 and \$25,000 shall, whenever possible, be based on at least three (3) quotes or bids, and shall be awarded to the lowest responsive, responsible bidder.

Except as otherwise provided herein, purchases of supplies, materials and equipment having an estimated value greater than \$25,000 shall follow formal bidding procedures. Such contracts shall be awarded to the lowest responsive, responsible bidder.

Architectural, engineering, construction management, land surveying, specialized and design services shall be procured in accordance with the Qualification Based Selection (QBS) procedures detailed in this manual in Chapter 15, Guidelines for Retaining Consultants.

DELEGATION OF AUTHORITY

The Purchasing Agent may delegate any of the duties listed above to other City employees. Those individuals shall follow all the guidelines of this policy manual and shall consult with the Purchasing Agent on technical aspects of the purchasing process. In general, departments have been given a delegated purchasing authority of \$5,000.

PROCURING GOODS, SERVICES, EQUIPMENT AND MATERIALS ON BEHALF OF THE CITY OF SELMA WITHOUT THE PROPER AUTHORITY CAN RESULT IN THE INDIVIDUAL BEING HELD PERSONALLY RESPONSIBLE FOR CHARGES

INCURRED.

COORDINATION WITH CITY DEPARTMENTS

While City departments have the primary responsibility for the determination of materials, supplies, equipment and services which they requisition, the Purchasing Agent will evaluate quality, quantity and type selected to insure that the best interests of the City are served. Departments are encouraged to consult with the Purchasing Agent or his/her designated representative concerning materials specification or other general information. The Purchasing Agent will arrange demonstrations of products and equipment and obtain other information when requested to do so by the departments. Information on new products, services or procedures should be shared with the Purchasing Agent as soon as any purchase is contemplated.

GOALS AND OBJECTIVES OF THE PURCHASING DIVISION

Purchase or contract for supplies, materials, equipment and services required by any using department in accordance with purchasing procedures prescribed by ordinance or law, such administrative regulations as the Purchasing Agent shall adopt for internal management and operation of the Finance Department and such other rules and regulations as shall be prescribed by the City Council and/or City Manager.

To provide City departments with quality and timely service that allows them to fulfill their obligations effectively.

To ensure that the City receives the best value obtainable for each tax dollar expended.

To promote free and open competition and equal opportunity for all qualified bidders.

The following are four fundamental elements of the procurement process:

1. Buying the proper supplies, equipment, materials or services for the purpose required.
2. Having material available at the proper time.
3. Securing the proper amount.
4. Paying the proper price.

CHAPTER 2

SPECIFICATIONS

DEFINITION

A specification is a purchase description and it is at the heart of the procurement process. A specification means any description of the physical or functional characteristics, or of the nature

of a supply, service or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service or construction item for delivery. It may also include drawings or samples.

A specification identifies what the buyer is to buy, informs prospective suppliers what is specifically required, provides the basis for the resulting purchase order or contract and establishes the standard against which inspections and tests are made.

A specification may influence the amount of competition.

CITY POLICY ON SPECIFICATIONS

All specifications shall seek to promote overall economy and functionality for the purposes intended and to encourage competition in satisfying the City's needs and shall not be unduly restrictive.

In order that the City receive the best quality of goods and services at the most advantageous price, the Purchasing Division will not issue bids for any article of a specific brand, nor any patented apparatus or appliance, when such requirements would prevent competition on the part of dealers or manufacturers of other articles of equal value, utility or merit. This means simply that Purchasing will not exclude competition by insisting on a particular manufacturer's product when other products of equal quality and functionality are available. Purchasing will ask for bids on approved equals. If a specific product is required, the requisitioning department must justify in writing to the Purchasing Agent, that the product desired has significant features which are lacking in other goods or services marketed by competitors.

However, Purchasing will not procure a brand or model that differs from that specified by the requisitioning department unless the department agrees that an "equal" unit is satisfactory. If it is not satisfactory, the requisitioning department must clearly state why it is not and may be asked to justify the rejection in writing.

DEPARTMENT RESPONSIBILITIES

It is the responsibility of the requisitioning department to write and justify specifications for materials, equipment or services of a technical nature or those requiring engineering. Purchasing has the authority to question any specification which seems unreasonably restrictive, luxurious or otherwise inappropriate. Requestors should contact Purchasing if assistance is needed from them or from vendors. In all instances, final approval of the specifications rests with Purchasing.

Vendors can be valuable sources of information, but care must be taken not to obligate the City to a particular vendor and not to tailor a specification to a particular vendor's product.

TYPES OF SPECIFICATIONS

Standard Specifications are a result of standardization. A standard specification describes the quality of materials to be purchased and are developed after carefully considering the

requirements of the City and the various types of products and supplies purchased by the organization. Examples of items lending themselves to standardization are office supplies, computer supplies, paper towels, toilet tissue and public safety equipment such as ammunition, ballistic vests, lightbars, mobile radios and even fire apparatus.

Brand Name Specifications are the most restrictive type of specification. This specification lists trade names, catalog numbers and model numbers of a particular manufacturer. Ideally, more than one brand name should be specified. When listing brand names, vendors should always be given the opportunity to submit bids for "Equal" products. Brand name products typically cost more because specifying them limits competition. Brand name specifications should only be used when time or resources are not available to prepare other types of specifications.

Qualified Products Lists can be generated with the help of vendors. During initial specification development, the specifications are sent to several vendors who are asked to comment on the specifications. Adjustments are made to the specifications based on the vendor comments and products are tested to determine suitability. Once a Qualified Products List is generated additional tests are not required. Qualified Products Lists are typically used for construction materials.

Design Specifications detail how a project is to be constructed or equipment is to be built. These specifications are typically used in public works construction projects.

Performance Specifications are less concerned with how a product is made and focus more on how well it performs. They describe a product by its capacity or operation, not by its physical characteristics. The vendor must show acceptable performance of his product as demonstrated by testing.

SPECIFICATION CHECKLIST

The description of the item should be written without the use of confusing abbreviations. As part of the description, the following should be included:

Size -dimensions, weight, volume, etc.

Color

State an estimate of requirements, i.e., quantity.

If known, a satisfactory make, model and part number. List all necessary features and do not list unnecessary ones. This information will be used to determine "equal" makes, models and part numbers.

Drawings or photographs, when useful.

Packaging -describe how the units are packaged, such as cartons of 52 packages per carton or cases of 20 cartons per case.

Purpose -briefly describe the intended use(s) of the item. For instance, mention the make and model of equipment when buying a supply item for that equipment. Mention other significant factors such as 24-hour, 7-day per week usage and anything else that may be unique to your use of the item.

Goods and services brochures or literature.

State estimated cost.

List known source(s), include company name, address and phone number.

State previous purchase order number if this is a reorder.

SOLE SOURCE PURCHASES

Sole source purchases must be well documented and provide verification that a good faith search for competition has been made. Sole source documentation shall be provided by the using department and subsequently verified by the Purchasing Agent. If a department believes that only a specific make and model of equipment or type of material will meet its needs, it must attach to the requisition, a *Sole Source Justification Form* (See Appendix).

If other brands and models have been tested or previously used and determined to be unsuitable, the department should specify the brands and models used, the dates used, and why they are not acceptable.

A contract may be awarded without competition when the Purchasing Agent has determined in writing, after conducting a good faith review of the available sources, that there is only one source for the required supply, service, material or equipment.

The Purchasing Agent shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of the sole source procurement shall be maintained as a public record and shall list the vendor's name, amount and type of each contract, a listing of the item(s) procured under each contract and the bid number of each contract file.

VALUE ANALYSIS

Value analysis involves analyzing the intended function of a product and then specifying only the features that are actually needed.

The goal is to eliminate the purchase of unnecessary features and functions, thereby reducing cost and buying the most basic product capable of doing the job required. For example, if a mid-size automobile meets your requirements, the specifications should not be written for a luxury vehicle. The requesting department should employ value analysis when writing specifications.

STANDARDIZATION

It is the policy of the City of Selma Finance Department that supplies, materials or equipment may be standardized when the Purchasing Agent has determined that it is the best interest of the City of Selma or when required for the health, safety or welfare of the public or of the employees of the City of Selma. Standardization may occur when significant cost savings can be demonstrated. Standardization may limit the purchase to a single brand, trade name or sole source provider.

Standardization involves the creation of a specification through value analysis that will economically perform the needed function for multiple users of the product.

Standardization can result in cost savings because the purchase of fewer unique type items in larger quantities earns better discounts. Also, by calling for industry standard rather than custom features, availability is increased and cost is decreased.

Standardization can also reduce maintenance and training costs.

Standardization Process

The factors to be taken into consideration in standardization of equipment, materials or supplies are as follows:

1. Repair and maintenance costs would be minimized.
2. User personnel training would be minimized.
3. Supplies or spare parts would be minimized.
4. Modifications to existing equipment would not be necessary.
5. Training of repair and maintenance personnel would be minimized.
6. Match to existing supplies, materials and equipment is needed for efficient operation of a function or program.

Standardization is a collaborative effort between Purchasing and the departments. If standardization is deemed necessary, a department should prepare a memo to the Purchasing Agent requesting standardization, outlining the reasons for such action, based on one or more of the factors listed above.

USE OF RECYCLED PRODUCTS

Overview

This policy shall be known as the "City of Selma Recycled Product Procurement Policy". Its

purpose is to promote the development of markets for recycled products and recyclable products by establishing preferential purchase programs applicable to City departments and contractors, thereby diverting materials from the solid waste stream.

Buying recycled products benefits the City in the following ways:

The recycling of waste materials into new products reduces the resources disposed of in landfills. The City benefits by reduced transportation and landfill costs.

Buying recycled products conserves resources by reducing our dependence on virgin raw materials whose cost will continue to climb as sources are depleted. As much as 90% energy savings can be achieved in the manufacturing process.

The growth in recycling results in the creation of jobs and economic development opportunities.

Buying recycled provides a proactive, rather than reactive approach to our waste management.

Enhancement of the City's image as a result of environmental stewardship.

Many recycled products are competitively priced or less expensive than their non-recycled counterparts.

Definitions

Lead Department. The Finance Department.

Recycled Material. Waste material and by-products that have been recovered or diverted from solid waste and that can be utilized in place of raw or virgin material in manufacturing a product. Recycled material may consist of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new products.

Post-consumer Recycled (Recovered) Materials. A material or product that has served its intended use and has been discarded for disposal or recovery by a final consumer. Examples of post-consumer recovered materials include, but are not limited to, used newspaper, office paper, yard waste, plastic bottles, aluminum cans, oil, asphalt, concrete and tires.

Pre-consumer Recycled (Recovered) Materials. Material or by-products generated after manufacturing of a product is completed, but before the product reaches the end-consumer. Examples of pre-consumer recovered materials include, but are not limited to, obsolete inventories of finished goods, rejected unused stock, and paper wastes generated during printing, cutting and other converting operations.

Practicable. Sufficient in performance and available at a reasonable price and within a reasonable time period.

Recycled Product Preference. To provide for the purchase of products by the City that, price, and quality being equal, preference shall be given to recycled products or vendors utilizing them.

Recycled Product. A product which, after its intended end use, is reusable or refillable, or can demonstrably be diverted from the solid waste stream for use as raw material in the manufacture of another product.

Total Recovered Material. The total pre-and post-consumer recovered material contained in a product.

General Policies

All City departments shall use recycled products and recyclable products whenever practicable. Special emphasis shall be placed on the purchase of products manufactured with post-consumer recycled material.

All departments may, at their option and with Purchasing's concurrence, require procurement of designated recycled products or recyclable products above the levels required by this policy.

The City shall require its contractors and consultants to use and specify recycled products and recyclable products in fulfilling contractual obligations whenever practicable.

The City shall promote the use of recycled products and recyclable products by publicizing its procurement program whenever practicable.

Recycled Content Preference

It is City policy, whenever practicable, to purchase products which contain, in order of preference, the highest percentage of:

Post-consumer recovered materials available in the market place.

Pre-consumer recovered materials available in the market place.

Recyclability and Waste Reduction

In addition to the recovered material content of the product, important criteria in selecting products shall also be:

The ability of a product and its packaging to be reused, reconditioned for use or recycled through existing recycling collections programs; and

The volume and toxicity of waste and by-products that a given product and its packaging generate in their manufacture, use and recycling and disposal. Products and packaging designed to minimize waste and toxic by-products in their manufacture, use, recycling and disposal shall be preferred.

Equipment Compatibility

Equipment purchased or rented by the City shall be compatible, whenever practicable, with the use of recycled-content products. If deemed impracticable, a specific reason for such finding must be included in the purchasing record.

Designated Recycled Products

Primary Products

1. Paper and paper products

a. Paper for printing and writing must be selected and purchased containing at least 20% post-consumer material, if that paper is available at a cost equal to paper made of virgin material and meeting the quality and specifications of the virgin material paper.

b. City departments and agencies shall use shall use for their letterhead stationery, envelopes and business cards, recycled paper that includes post-consumer content and state on the paper, envelopes and business cards that they contain recycled material.

c. City departments shall ensure that all contracts for printing, Invitations to Bid, Requests for Proposals, etc., shall:

Use recycled paper for all printed or photocopied material whenever practicable.

Use both sides of paper sheets for reports, bids, proposals, etc., whenever practicable.

d. Purchasing shall purchase copiers and printers capable of using recycled paper of the appropriate grade.

2. Lubricating oil with refined oil content

a. Oil for use in all City vehicles must be selected and purchased that is rerefined oil, if that rerefined oil is available at a cost equal to virgin oil and meets the quality, performance and specifications of the virgin oil, for intended use.

3. Remanufactured tires (retreads or recaps), consisting of two components:

a. A retreading service to retread the City's used tire casings must be selected if practicable.

b. Retread tires must be selected and purchased for use on all City vehicles if those retread tires are available at a cost equal to brand new tires and meet the quality, performance and specifications of the City for intended use.

4. Building insulation products

a. Price being equal, each department shall ensure minimum-content guidelines are met for the amount of recovered material that should be in the insulation products they purchase as

established by the United States Environmental Protection Agency.

b. Each department shall use case-by-case procedure when purchasing insulation materials for which minimum-content guidelines have not been established.

5. Cement and concrete containing fly ash

a. Each department shall ensure minimum-content guidelines are met for the amount of fly ash that should be in the products they purchase.

Minimum-content guidelines are recommended by the United States Environmental Protection Agency.

Responsibilities of the Lead Department

The lead department shall:

- Coordinate the implementation of this policy.
- Designate recycled products that shall be purchased by the departments whenever practicable. These designated recycled products shall include, but not be limited to, the products listed in this policy.
- Work with departments on establishing minimum recycled content standards for designated recycled products to maximize recycled product availability, recycled content and competition.
- Inform departments of their responsibilities under this policy, communicate to departments the list of designated recycled products, provide departments with information about recycled product procurement opportunities and review the recycled product procurement activity annually.

Responsibilities of All Other Departments

Each City department shall:

Purchase recycled products and recyclable products whenever practicable.

Evaluate each designated recycled product

1. REVIEW -As products come up for competition, departments will review their relative specifications. This review is to determine whether existing specifications either require the use of products manufactured from virgin materials or exclude the use of recycled products, reusable products or products designed to be recycled.
2. ELIMINATE -In the event specifications exclude the use of recycled products or require the use of virgin materials, the department or agency will document to Purchasing's

satisfaction that the recycled products would not achieve a necessary performance standard or that the product will negatively impact health, safety or operational efficiency.

3. PLAN - Within the bidding cycle, City departments and agencies must ensure that performance standards for particular products can be met and that specifications are not unnecessarily stringent. Also, the departments must ensure that specifications will incorporate a requirement for recycled materials, reusable products and products designed to be recycled to the maximum extent practicable.

Ensure that contracts issued by the City require recycled material content whenever practicable and that contractors provide certification of this content and report of amounts used.

Meet periodically with the lead department to report the progress of policy implementation by the department, including the results of product evaluations conducted by the department, types of recycled products purchased by the department and its contractors and the status of departmental efforts to maximize recycled product procurement.

Monitor total purchases of recycled products and non-recycled products by the department and its contractors.

Exemptions

Nothing contained in this policy shall preclude user departments from specifying "recycled" material content as a bid specification.

Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.

Nothing in this policy shall be construed as requiring a department or contractor to procure products where the warranty for recycled products is not equal to virgin products or where the recycled material voids, shortens, interrupts or cancels warranty of other supplies or units of components.

CHAPTER 3

METHODS OF ACQUISITION

OVERVIEW

This chapter summarizes the methods and means for procuring goods, services, materials and supplies.

Procurements are not City obligations until all guidelines, procedures and policies are approved by Purchasing or the City Council.

Depending on the requirements and the estimated cost, one of seven methods will be used to acquire a needed product or service.

The first step is to determine what is needed. The item and its purchase price will determine the procurement method that will be used to purchase the City's supplies, services and equipment. Following is a step-by-step method to determining the procurement method to be used.

ACQUISITION PROCESS

The City of Selma has seven separate methods for acquiring goods, materials, services and labor. The method used is determined by the dollar value of the final award.

Purchases Less Than or Equal To \$5,000

Annual Contract

Purchasing Card

Department Purchase Order

Petty Cash

Purchase Requisition

Request for Check Purchases Greater Than \$1,000 But Less Than \$5,000

Annual Contract Purchase

Requisition Informal Bid Process (Chapter 4)

After receiving the purchase requisition, each department will contact vendors informally by telephone or by written invitation or Facsimile for price quotes. The number of vendors considered will vary depending on the dollar amount of the purchase, the number of available vendors and the time available. Normally, a minimum of three vendors is contacted.

Purchases Greater Than \$5,000 But Less Than \$25,000

Annual Contract

Purchase Requisition

Informal Bid Process (Chapter 4)

Purchasing normally solicits written bids for purchases in this range.

Purchases Greater Than \$25,000

Annual Contract

Purchase Requisition

Formal Bid Process

Finance Department will notify potential bidders a minimum of ten (10) days prior to bid opening by advertisement in trade journal, newspapers or other media. Written bids are solicited for purchases in this range.

Special Considerations

When purchasing with Federal or State funds, the City's portion of matching funds shall determine the type of bid procurement category, up to \$25,000, when allowed by the fund-granting agency.

Request for Quotations shall not be solicited from prospective vendors unless it is intended that an order shall be placed, if the vendor is responsive and responsible. To the extent possible, three or more prospective vendors shall be solicited. All local and minority vendors known for the commodity being requested, will be included in solicitations.

REQUISITIONING OF GOODS AND SERVICES

All requirements for supplies, equipment, materials or services with an estimated cost of \$1,000 or more shall be issued in written form on a requisition or by written memo. To be processed, the requisition requires an account number and two signatures. One of the signatures must be that of a supervisor or the fund manager authorized to expend funds from the account number listed on the requisition.

Every attempt shall be made by the using department to specifically identify the type and quality of supplies, equipment materials or services to be procured.

Definition of Specification: A concise statement of a set of requirements to be satisfied by a product, material or process by means of its performance or design (See Chapter 2, Specifications).

Purchase Requisitions

The processing of all purchases through the Finance Department ultimately requires the use of three major documents: Purchase Requisition, Purchase Order and Receiving Report.

The Purchase Requisition begins the procurement process for goods, services, supplies, materials, labor and projects having an estimated cost of \$5,000 or more. The requisition is a

request for an order. The request comes from the user department. The Requisition will identify the equipment, material or supplies required, provide recommended or potential vendors and will be signed by a Department Head or their designated representative.

Purchasing's first step is to review the requisition to see if the information it contains is accurate and complete. In some instances, requisitions from various departments may be combined as a single purchase when requests are similar in nature (e.g., employee t-shirts).

Purchasing's next step is to determine what type of procurement process should be used, based on the previously mentioned award levels. The informal and formal bid processes are detailed in Chapter 4.

SPECIAL CIRCUMSTANCES

Goods or services related to data processing systems, communications equipment, legal services, grant-funded programs and emergency procedures require special processing as follows:

Data Processing Systems

Departments requesting data processing systems shall refer such requests to the Information Technology Department for a recommendation prior to sending a written request to the Purchasing Division.

The request shall be made on a requisition form and shall describe the hardware or software item(s) to be ordered along with any other pertinent information such as special ordering or delivery requirements, a description of the functions to be performed by the equipment, special requirements of the department and workload projections and accounting or budget information. The requisition must have the signature of the Information Technology Department before it will be processed by Purchasing.

Once this is done, Information Technology Department Staff will review the request and make a final determination on whether or not to approve the order and/or modify the request. The requesting department will then be notified as to the status of their request.

All requests for computer cabling will be submitted to the Information Technology Department. IT will arrange installation.

Lease or Rental

The lease or rental form of acquisition is used either to satisfy a temporary need for equipment, to provide equipment for the start up of an operation until more permanent arrangements can be made, when funds are not available to purchase and limited acquisition would be financially acceptable or in areas of rapidly changing technology.

Acquiring equipment through lease or rental is not to be used to circumvent purchasing

policy and procedures. The use of lease, lease purchase or rental will be determined by the Purchasing Agent with the approval of the requesting Department Head based on economic considerations.

Lease-Purchase Equipment and/or Facilities

The lease-purchase is used when there is a long-term need for the capital item and fiscal constraints prohibit a cash purchase. Lease-purchases must be appropriately budgeted and all requests for lease purchase must first be submitted to purchasing. Acquiring equipment through lease-purchase is not to be used to circumvent purchasing policy and procedures. It should be noted that a lease-purchase agreement differs from a regular lease or rental agreement in that the City acquires ownership of the asset in the former case.

Grant-Funded Programs

Many state or federally funded grant programs have special requirements covering the acquisition of supplies, equipment, materials and services. It is each department's responsibility to make Purchasing aware of these provisions so any required procedures may be followed.

Emergency Purchases

In the event of a bona fide emergency, Purchasing shall be contacted (if possible) and the matter discussed with the Purchasing Agent. If no one is available in Purchasing, the department head or his/her designated representative shall use his or her own best judgement in making the purchase.

In all instances, report the purchase and immediately prepare a requisition covering the emergency purchase, and forward to Purchasing. Each emergency purchase shall be submitted on a separate requisition and shall not be mixed with routine items being requisitioned in the regular manner.

An emergency purchase requires the subsequent approval and confirmation of Purchasing. If the purchase is over specified dollar limits, it may also require approval of the City Manager. Check with Purchasing as soon as possible after the obligation has been made.

Unless emergency purchases are approved and confirmed by either the Purchasing Agent or the City Manager, the cost shall not constitute a legal charge against the City. It shall become the personal obligation of the individual who made the purchase.

Competitive bids or proposals are not required in an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety or for the protection of City property. In such case, the City Manager may determine and declare that the public interest or necessity demands the immediate expenditure of public money to safeguard life, health or property, and thereupon they may proceed without advertising for bids or receiving the same, to expend or enter into a contract involving the expenditure of any money required in such emergency and on hand in the City treasury and available for such

purposes.

REQUISITIONING FLEET EQUIPMENT

Vehicles and equipment are crucial to many City operations. Consequently, the development of specifications for equipment/vehicles should take into consideration the function(s) for which the equipment/vehicle will be operated; the acquisition process; operating and maintenance costs, and; other relevant factors.

The City provides centralized Fleet Services. Acquisition of new or used vehicles or equipment requires review of the Fleet Services Representative. Draft specifications for vehicles and heavy equipment will, in most instances, be prepared by the Fleet Services Department cooperatively with the using department and the Finance Department.

Fleet Services should be the primary resource for specification development. They maintain a library of equipment and component specifications and keep abreast of the current types of equipment available.

Normal Budget Cycle Replacement Equipment

Departments requesting replacement of department assigned vehicles or equipment shall submit requests to the Fleet Supervisor. The departments should develop the initial operating requirements of the equipment. Fleet services will develop these requirements into detailed bid specifications within Purchasing guidelines. The specifications will be forwarded to Purchasing for the bid process.

Non-Budgeted Items

Departments requesting additional or mid-fiscal year vehicles or equipment shall formally request the Finance Department to appropriate funds for the purchase of the vehicles or equipment. The appropriation will require prior approval of the City Manager.

REQUISITIONING COMMUNICATIONS EQUIPMENT

All requests for communications equipment and service such as mobile and portable phones and pagers shall be submitted in writing to the IT D.

DIRECT PURCHASES BY USER DEPARTMENTS

Nearly all purchases must be pre-authorized by Purchasing with the following exceptions:

Petty Cash

Purchasing Card (CalCard)

Purchasing Cards facilitate small-dollar purchases while reducing the administrative costs

associated with authorizing, tracking, paying and reconciling those purchases.

Request for Check (RFC) The RFC is a multi-purpose document serving the ordering, receiving and payment functions. The RFC is intended to facilitate the economical, timely and limited procurement of specified materials by the City departments. The RFC can be used to issue advance payments. The RFC is used for payment of: Books and subscriptions Insurance Memberships and dues Tuition reimbursement UPS/Federal Express charges Conference Registration Employee reimbursements not related to travel or petty cash Customer reimbursements

CHAPTER 4

BID REQUIREMENTS AND PROCEDURES

OVERVIEW

This chapter includes policies and procedures for the use of each authorized source selection method. In addition, it states policies and procedures on contracts, appeals, plant inspection, audit of vendor records, reporting suspected antitrust practices and retention of procurement records.

FAIR AND OPEN COMPETITION

Healthy competition is at the heart of efficient purchasing. Competition is directly related to the prices the City pays and the quality of the goods and services it obtains.

The foundation for effective fair and open competition is equal treatment of each vendor. It is imperative that no vendor is given an advantage over the others. Therefore, vendor offers will be kept confidential during the bidding process. A vendor is not entitled to know the bids of the competitors so he can undersell them. In addition, vendors will not be allowed to dictate the specifications and thereby limit the bidding to only their company's product.

A consultant to the City who makes a needs assessment shall not be allowed to bid on a project except when full disclosure is made to the City.

Subject to the provisions of "Exceptions to Competitive Bids", no department shall draft, or cause to be drafted, any invitation to bid or request for proposal, in such a manner as to limit the bidding, directly or indirectly, to any one bidder.

PROCUREMENT OPPORTUNITIES

The City of Selma encourages businesses located inside and outside the City of Selma to participate in the City's procurement process. It is the policy of the City not to discriminate in regard to procurement procedures.

Purchasing will ensure the widest dissemination to minority and women-owned businesses by including the following organizations in the mailing of bids: Central California Builders Exchange and Tulare-Kings Counties Builders Exchange. Major contract opportunities, where appropriate, will be advertised in newspapers of wide circulation such as the *Selma Enterprise*, *Fresno Bee* and the *Business Journal*. Additionally, City departments are encouraged to seek out and use minority and women-owned businesses whenever such actions will not result in additional expense to the City. Chapter 7, Vendor Relations and Vendor Performance, details the utilization of minority and women-owned businesses.

All written solicitations are available in the Office of the Purchasing Agent for vendor review. Bids are normally open for two or more weeks. Potential vendors are encouraged to frequently review the listing of open bids. Copies of the specific bids will be available on request.

BIDDING REQUIREMENTS

Exemptions to Competitive Bids The City of Selma requires that competitive bids be secured for all contracts for goods and services that are proposed to be acquired by the City except in the following cases:

Goods or services are valued at \$25,000 or less.

In an emergency when goods or services are immediately necessary for the preservation of public health, welfare or safety or for the protection of City property.

When the contract is with a state, federal or local government entity.

When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.

When obtaining the services of expert witnesses for litigation or special counsel to assist the City.

When, in unusual or extraordinary circumstances, the City Council or the City Manager determines that the best interests of the City would not be served by securing competitive bids or issuing a request for proposal.

Published books, periodicals and technical pamphlets.

The purchase of goods from the California Department of Corrections, Division of Prison Industries or services which can be provided by sheltered workshops or disabled industries in accordance with the Welfare and Institutions Code.

In those rare instances in which Purchasing does not conduct the competitive bidding process or bids or proposals cannot be secured, a full explanation shall be included in the contract transmittal as appropriate, including the names and addresses of the firms and the individuals requested to bid and the reasons why they did not bid or the reasons why the department head

believes that there is but a single source for the service or that the City's interests are better served by exemption. Such advice shall contain information in sufficient detail to support and justify the decision to not seek competitive bids or proposals.

COMPETITIVE BIDS

The City of Selma requires that competitive bids be secured for all contracts for goods or services greater than \$5,000. This is done to ensure that the goods or services acquired by the City of Selma are at the lowest cost to the taxpayers.

There are two types of competitive bids -informal and formal. Informal bids consist of written or emailed quotes . Formal bids consist of Requests for Proposals, Requests for Quotations and Invitations to Bid and all are sealed bids. Normally the price, time and complexity of the item being procured will dictate which procedure, formal or informal, is utilized. However, all procurements greater than \$25,000 are required to be processed through a formal process.

INFORMAL BID PROCESS

Although all purchases may use the formal process, most purchase between \$5,001 and \$25,000 will use the informal process, although the complexity of the item or service required will determine the specific method used to obtain pricing information. Contracts may not be divided in order to qualify for the informal bid process. All requests for bids will be solicited by the Purchasing Agent or his/her designated representative in writing, via facsimile or by phone. This process will ensure uniformity in the information provided to vendors and the treatment of vendors responding to price inquiries.

If oral price inquiries are obtained by Non-Purchasing City personnel, those quotes should be documented on the requisition and forwarded to Purchasing. Purchasing will have the ultimate responsibility to obtain additional quotes and/or verify all price quotations obtained by other City personnel.

If the department/division is soliciting the product or price information, the department/division may not commit the City with regard to preference for any product or vendor. In addition, vendor pricing shall not be disclosed to any of the prospective vendors until a decision for award has been made.

An award will be made to the most responsive, responsible bidder via a Purchase Order. If award is to be made to other than the lowest bidder, a written statement justifying the award must be filed in the bid file.

FORMAL BID PROCESS

Formal bids consist of Requests for Proposals, Requests for Quotations and Invitations to Bid and all are sealed bids. Formal bids include complete specifications and contractual terms and conditions applicable to the procurement, including, but not limited to, the place, date and time of the bid opening. The bid opening should take place no sooner than ten (10) calendar days after

the mailing and advertising of the bid, unless the Purchasing Agent authorizes a shorter time.

The following conditions apply to the formal bid process: Public Notice of the Invitation for Bid shall be a minimum of ten (10) calendar days prior to the date set for the opening of bids. Such notice may include publication in a newspaper, trade publication or other printed matter of general circulation. The public notice shall state the bid item and the place, date and time of the bid opening.

Bid Opening: Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation to Bid.

Request for Quotation (RFQ)

The RFQ is used to obtain written bids when the item or service requested can be clearly defined by the setting of complete specifications. The City of Selma uses three types of specifications. In order of preference, they are: performance, technical and brand name or equal, with the equal cited.

Purchases of supplies and equipment of an estimated value in the amount of \$25,000.00 or less may be made in the open market. All bidding may be dispensed with for purchases of supplies and equipment having a total estimated value of \$5,000.00 or less.

Minimum Number of Bids

Open market purchases shall, whenever possible, be based on at least three bids, and shall be awarded to the lowest responsible bidder by the City Council.

Notification of Potential Bidders

The Purchasing Agent shall solicit bids from prospective vendors by written request, telephone request, and facsimile request.

Invitation to Bid -Formal Sealed Bidding or Formal Contract Procedures

An Invitation to Bid, the formal sealed bidding process, is required for the procurement of supplies, equipment and any item, or group of items valued at more than \$25,000.00. It differs from the RFP process in that the items, supplies and equipment can be adequately described in terms of specifications. It differs from the RFQ process in that the RFQ process is utilized specifically for items valued between \$5,001.00 and \$25,000.00. Additionally, certain requirements must be met in the formal contract process, including: advertising requirements, bid opening procedures and award of contract. Professional Service Contracts are generally exempt from the formal sealed bid process. See Qualifications Based Selection procedures, Chapter 15.

Public Notice (Posting Bid Advertisements)

Bids that have not closed will be available for public inspection in the City Hall-City Clerk, 1710 Tucker Street, Selma, 93662 CA, during business hours.

Notices inviting bids shall be published at least ten (10) days before the bid opening date and shall be published in the official newspaper selected by the City.

Mailing bids to vendors on the City's established Commodity Bidder Lists is the preferred method of solicitation. The Purchasing Agent shall solicit bids from all responsible, prospective suppliers whose names are on the Bidder List. In addition, the use of trade journals and the yellow pages should be used to locate additional vendors to obtain the widest possible circulation of the bid.

Bidding Time and Due Date

The bidding time will be determined by the Purchasing Agent or buyer involved, but should be no less than (10) calendar days after the bids are advertised and mailed. All bids shall provide sufficient time for bidders to prepare and submit their bids.

Purchasing may change the bid due date. Such changes will be issued in writing in the form of an addendum to all bidders who received the original bid documents.

Form of Bid

To receive consideration, bids shall be made on the forms provided by Purchasing.

All bids must be in ink or typewritten. All changes must be initialed in ink.

Bids must be signed by an authorized representative of the vendor.

Purchasing reserves the right to waive any informality or irregularity in the bids.

Specifications

Specifications contained in the bid will, where practical, be nonrestrictive so as to provide an equal basis for competition and participation by an optimum number of qualified bidders.

Unless otherwise specifically provided in the bid, reference to any equipment, material or supplies by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. All bids that offer a different trade name, make or catalog number must include a complete description, list variances from the bid specification and include literature that describes the item offered. The final decision as to whether an item is an equal shall rest with the Purchasing Agent. Purchasing shall have the discretion to accept an equal bid if it can be shown that the equal substantially conforms to the specifications.

Addendum to Bid

A bid may be amended by Purchasing, provided the change is issued in the form of an addendum

to all vendors who received the original bid.

Oral interpretations of contract specifications, terms and conditions shall not be binding on the City unless confirmed in writing by the Purchasing Agent in the form of an addendum.

Bid Bonds and Contract Bonds

When deemed necessary by the Purchasing Agent, a bidder's security, payable to the City may be required. Such a requirement will be included as a part of the Notice Inviting Bids.

Bid security may be in the form of a certified check, cashiers check or surety bond payable to the City of Selma.

The bid security will be retained by the City until the related contract is executed. A successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed. If the successful bidder fails to enter into the contract when offered, the proceeds of the bond will be paid to the City of Selma as liquidated damages.

The Purchasing Agent may also require the contractor to supply the City with bonds covering faithful performance and labor and materials. See Chapter 8, Insurance and Bonds for more details.

Faxed or Emailed Bids

Faxed or emailed bids in lieu of competitive sealed bids will not be accepted unless pre-approved by the Purchasing Agent and explicitly allowed by the terms and conditions of the bid.

To be acceptable, the faxed bid must be in writing, on the form provided, with an authorized signature. A faxed bid must be received in its entirety prior to the date and time set for the opening of bids.

Vendor will be required to confirm the faxed bid by submitting original bid documents by mail to the Purchasing Agent within two (2) working days after the bid closes. Original bid documents not received within the specified time frame will be cause for rejection of the faxed bid.

Late Bids

All bids must be received by the time specified in the bid. Late bids will not be considered and shall be returned unopened to the bidder.

Bid Opening

Bids shall be opened publicly in the presence of attendees, if any, at the time and place designated in the bid. The amount of each bid and other such relevant information the Purchasing Agent deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection at the bid opening and after an award decision has been made. Bid information will not be available for public review during the evaluation phase or until the award of contract.

Insufficient Number of Bid Copies

The Purchasing Agent may elect, if it is in the City of Selma's best interest, to accept a bid from a bidder who has not submitted the proper number of copies of the bid. A bidder who does not submit the proper number of copies as designated in the bid, may be allowed one (1) working day from the time of the bid opening, or sufficient time as deemed necessary by the Purchasing Agent, to supply the proper number of copies.

Bid Acceptance and Bid Evaluation

Bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the requirements set forth in the bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability to a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs.

All contracts shall be based strictly upon the face value of the bids received. No secret rebates and other considerations can be accepted.

Award shall be made to the lowest responsive and responsible bidder based upon the criteria set forth in the bid such as:

The cost, including the effect of term discounts (not less than 20 calendar days after receipt of

goods or after receipt of correct invoices, whichever is later) and taxes. Prices may be determined by life cycle costing.

The quality of the article proposed to be supplied, conformity with specifications and the purposes for which required.

Compliance with bid requirements, terms and conditions.

The ability, capacity and skill of the bidder to perform the contract or provide the services required.

The character, integrity, reputation, judgement, experience and efficiency of the bidder.

Whether the bidder can perform the contract within the time specified.

The quality of performance of previous contracts.

The previous and existing compliance by the bidder with the laws relating to the contract or services.

Servicing resources, capability and capacity.

Uniformity or interchangeability, if such factors are important.

The energy efficiency of the product as projected throughout the useful life of the product.

Other information required by the bid that has a bearing on the decision to award the contract.

An Invitation to Bid sets forth the specific requirements of the City and the method by which the bids will be evaluated. The evaluation and selection process shall consist of determining which bidder meets the specifications at the lowest responsive responsible level. For each specific requirement, a basic "yes" or "no" answer is required. There is no "fully", "barely", "almost" or "exceeded" level of evaluation.

Correction of Bid

Correction of inadvertently erroneous bids before or after the bid opening will be permitted under the following circumstances: Mistakes in Bid Detected Prior to Bid Opening

Mistakes in bids detected prior to bid opening may be corrected by the bidder by withdrawing the original bid and submitting a corrected bid to the Purchasing Agent before the bid opening. If there is not sufficient time prior to bid opening to withdraw the original bid and submit a corrected bid, the bidder or an authorized representative may correct the mistake on the face of the original bid, provided that the official opening time has not yet been reached. A corrected bid must be time-stamped upon re-submission.

Mistakes discovered before the bid opening may only be modified or withdrawn by written or facsimile notice or by the personal presentation of the person signing the bid. The notice must be received in the office designated in the Invitation to Bid prior to the time set for bid opening.

Mistakes in Bid Detected During or After Bid Opening

After bids have been opened, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence (a) that a mistake of non-judgmental character was made; (b) the nature of the mistake, and; (c) the bid price actually intended. However, after the bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted.

If the bidder submits evidence in writing to the Purchasing Agent that a mistake has been made by the bidder in the calculation of his bid, the Purchasing Agent may allow the bid to be withdrawn, provided the claim of mistake and the evidence in support thereof is made and provided within five (5) business days after the bid has been opened. Compliance with this section, within the specified time limit, may relieve the bidder of forfeiture of the bid bond.

In lieu of ability to withdraw or correct a bid, a low bidder alleging a material mistake of fact may default by refusing to deliver goods or services by:

Written documentation on company letterhead requesting withdrawal and stating reason, and

Agreeing to provide a 100% bid bond with the next bid, and

Paying a penalty of \$100 plus the cost difference to issue an award to the next most responsive, responsible bidder.

All decisions to permit the correction or withdrawal of bids, or to cancel award or contract based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.

Minor Informalities and Irregularities in Bids

A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the Invitation for Bids having no effect, or merely a trivial or negligible, effect on total bid price, quality, quantity or delivery of supplies or performance of the contract, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to, bidders.

The Purchasing Agent shall either give the bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the City of Selma. Examples of minor informalities include, but are not limited to:

Failure of a bidder to return the number of copies of the signed bids required by solicitation.

Failure of a bidder to furnish the required information concerning the number of the bidder's employees or failure to make a representation concerning its size.

Failure of bidder to sign its bid, but only if the firm submitting the bid has formally adopted or authorized the execution of the documents by typewritten, printed or rubber stamped signature and submits evidence of such authorization, and the bid carries such a signature or the unsigned bid is accompanied by other such material indicating the bidder's intention to be bound by the unsigned document, such as the submission of a bid guarantee with the bid or a letter signed by the bidder with the bid referring to and identifying the bid itself.

Failure of a bidder to acknowledge receipt of an amendment to a solicitation, but only if: the bid received indicates in some way that the bidder received the amendment or the amendment has no effect or merely a trivial or negligible effect on price, quality, quantity, delivery or the relative standing of bidders, such as an amendment correcting a typographical mistake.

Failure of a bidder to furnish an affidavit concerning affiliates.

Failure of a bidder to execute certifications with respect to Equal Opportunity and Affirmative Action programs.

Failure of a bidder to furnish cut sheets or product literature.

Failure of a bidder to furnish financial statements.

Failure of a bidder to furnish references.

Background Review of Major Contractors

It shall be the responsibility of any City official authorized to execute contracts or to enter into agreements on behalf of the City, to identify contracts which shall require a background review as an element to be included in Requests for Proposals, Invitations to Bid, or contracts.

Such officials, as indicated above, shall evaluate each contract to determine the appropriateness of a Background Review using the following criteria: the amount of contract, the term of contract, the extent of potential City liability related to the contract and the technical complexity of the services or item being purchased. When deemed appropriate, the following language shall be included in an Invitation to Bid, Request for Proposal, Request for Quotation or contract:

"The City reserves the right to conduct a background inquiry of each proposer/bidder that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the City, the proposer/bidder consents to such an inquiry and agrees to make available to the City such books and records the City deems necessary to conduct the inquiry."

In addition, the potential contractor will then be required to respond to questions concerning criminal history, contractual or business practices and pending civil litigation.

Partial Award

Purchasing shall have the discretion to award on an "all-or-nothing" basis or to accept any portion of the items bid, excluding others unless the bidder stipulates all-or-nothing on his/her bid.

Tie Bids

All other things being equal, tie bids shall be awarded to a local vendor or if both or neither is a local vendor, the bid shall be awarded by the flip of a coin by the Purchasing Agent in the presence of witnesses.

Exception to Award to Lowest Responsive Responsible Bidder Whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and Purchasing may call for new bids or enter into direct negotiation to achieve the best possible price. This may also be done if no responsive responsible bids are received.

Cancellation of Bid or Rejection of All Bids

Purchasing reserves the right to reject all bids or to cancel a bid. However, every effort will be made to guard against such an occurrence. Examples of reasons for cancellation of a bid or rejection of all bids are:

Inadequate or ambiguous specification.

Specifications have been revised.

Supplies or services being processed are no longer required.

Change in City requirements.

All bids are deemed unreasonable.

Bids were not independently arrived at or were submitted in bad faith.

A determination has been made that all the necessary requirements of the bid process have not been met.

Insufficient competition.

For reasons that indicate the cancellation or rejection of all bids is clearly in the best interest of the City.

The City may reject any or all bids presented and may, at its discretion, re-advertise for other bids, or the City Council may, after rejecting bids, determine and declare by a four-fifths vote of all of its members, that the work in question may be more economically or satisfactorily performed by day labor, or the labor and materials purchased at a lower price in the open market, and after adoption of a resolution to that effect.

Notice of Cancellation or Rejection of Bids

In the event of a cancellation of the bid, all participating bidders will be notified. If all bids are rejected, the reason(s) will be documented in the bid file.

Disclosure of Bid Results After award, the bids of all bidders shall be open to public inspection at the office of the Purchasing Agent, by appointment during normal business hours. The City assumes no responsibility for the confidentiality of information offered in a bid.

Appeals

Because it is essential that bidders, offerors and contractors have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the Purchasing Division to offer all bidders, offerors and contractors the opportunity to appeal award of purchases or contracts.

The following procedures shall apply in regard to appeals by prospective bidders, offerors or contractors:

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City of Selma Purchasing Agent and/or the Chief Financial Officer. Appeals must be submitted in writing within five (5) working days after such aggrieved person knows, should have reasonably known or could reasonably be expected to know of the facts giving rise thereto.

Appeals shall be submitted to the City of Selma Purchasing Agent, 707 West Acequia, Selma, CA 93291. Appeals should address only areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in rating process and inappropriate or unfair competitive procurement grievance regarding the bid process.

The City of Selma Purchasing Agent or Finance Director shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of contract. The Purchasing Agent will provide a written response to the complainant within five (5) working days unless the complainant is notified more time is required.

If the protest cannot be resolved by mutual agreement, or if the protesting bidder is not satisfied with the decision of the Purchasing Agent and/or Finance Director, he/she shall have the right to appeal to the City Manager within five (5) business days after notification of the Purchasing

Agent decision.

If the protesting bidder is not satisfied with the decision of the City Manager, the final level of appeal is with the City Council. Complainant may appear at the City Council meeting to be heard by Council.

In general, the filing of a protest should cause the solicitation proceedings, which are subject to protest, to be halted until the appeal is resolved. In order to allow essential City functions to continue, the City may proceed with the solicitation or award of contract, despite the protest, upon an adequate determination in writing by the City's Purchasing Agent or Finance Director that such action is necessary. It is expected that such determination will occur only in those few circumstances where it is necessary to protect a substantial interest of the City of Selma. In an effort to limit frivolous protests, protesters who file two (2) protests within twelve (12) calendar months, whose protests are not resolved in their favor, may be withheld from future bid.

Discussions with Responsible Competitors and Revisions to Proposals

Discussions may be conducted with responsible responsive competitors for the purpose of clarification and to assure full understanding of responsiveness to the solicitation requirements.

Competitors shall be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals prior to award.

During the discussion process, there shall be no disclosure of any information derived from proposals of the competitors.

Award

The contract shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the most responsive, responsible bidder whose proposal meets the requirements and criteria set forth in the Invitation to Bid and whose bid is determined to be the most advantageous to the City. The contract file shall contain a written explanation of the award decision

A *responsible* bidder is one who has the capability, financial capacity and integrity to perform the contract. A *responsive* bidder is one who commits to all of the material terms (e.g., price, quantity, quality and delivery) of the Invitation to Bid.

Request for Proposals

Detailed procedures for obtaining the services of engineers, architects, land surveyors, planners and other specialized professions are found in Chapter 15, Guidelines for Retaining Consultants. This section primarily deals with specialized equipment and services that the City may contract out such as janitorial, pest control, street striping, etc.

In some cases the competitive bidding process may not be the best method of acquisition. A viable alternative is the competitive sealed proposal, generally called a Request for Proposals process (RFP).

The Request for Proposals (RFP) process is the formal bid process used when the City cannot precisely set forth its needs. The Request for Proposals process is a form of soliciting an offer, by one party to another with reference to some unique or technical task or equipment. An RFP is primarily used for professional and specialized services such as engineering and architectural services, or for equipment that is complex or highly technical in nature. Instead of specifications, a statement or scope of work is written and the vendors are asked to propose solutions. This process may be used as a basis for making an acquisition or entering into a contract when specification and price will not necessarily be the predominant award criteria. The process is subject to the competitive sealed bid process and the following requirements:

When there is no clearly established quantifiable standard associated with the service or asset being requested

When evaluation factors involve the relative technical or professional ability of the offerors to perform.

When the evaluation process involves weighing artistic and aesthetic values.

When price or cost may be a secondary consideration.

When it is likely to best serve the City's interest if a contract award were made to the most advantageous proposal rather than the lowest price submitted.

The award of contract shall be subject to City Council approval if the contract resulting from the RFP is expected to exceed \$25,000 and has not previously been approved by City Council as a part of the City's budget process, i.e., capital expenditures.

If the RFP process is used for a public project as defined in Section 20161 of the California Public Contract Code, the proposal shall be subject to City Council approval.

The "General Conditions" of the RFP detail what information vendors are to submit and in what form, the cost of their proposals, how the City will evaluate the proposals, select the vendor and develop the contract.

All requirements for the RFP shall be transmitted to the Purchasing Division in written form, i.e., memo or requisition. Under normal conditions, the time for processing an RFP is ninety (90) days. This allows vendors enough time to develop their proposals and Purchasing enough time to schedule and conduct interviews or demonstrations. Departments shall specify any required time frame less or greater than the ninety (90) day period on the requisition or memo.

The better a City department clarifies its requirement and communicates it to prospective bidders, the more responsive, complete and acceptable the proposals received will be.

Development of the RFP shall include:

A clear description of the problem to be solved. If a problem cannot be clearly defined, it is either not sufficiently understood to be successfully addressed by a bidder or it is not really a problem deserving of the bidder's attention.

Specifically identify, in realistic terms, what the bidder is to accomplish. This would include any desired approach to the problem; practical, policy, technological and legal limitations; specific questions to be answered; description of the items to be delivered; format and number of copies of any required reports; and the and nature of the assistance and cooperation which will be available to the bidder from the City.

Firm or established time schedules, including dates for: award of contract, commencement of performance, submission of progress reports, if any, and completion.

Whether, and to what extent, progress payments will be allowed and, if deemed appropriate, known or estimated budgetary limitations on the contract price.

A requirement that the prospective bidder include in the proposal:

The professional qualifications of the personnel that the firm will commit to the assignment.

An overall description of the techniques to be used in solving the problem.

The total cost of the study, a detailed breakdown of how it was computed and any desired method of payment.

List of similar types of contracts.

Amount of time and staff to be expended

Facilities and equipment to be utilized

Description and percentage of work to be performed by subcontractors

Other considerations including contractual requirements:

Description of applicable City contract language. Limitation of City's obligation due to non-appropriation of funds Prohibition against assignment Indemnification Insurance and bonding requirements Data security Warranties Compliance with applicable City, State and Federal laws, rules and regulations

If grant-related, compliance with applicable rules and regulations as required by the funding source. If a sample contract is included, RFP disclaimer language will be included stating that it is a sample contract and may or may not reflect final terms and conditions of the contract.

Solicitation of Responses to the RFP In order to ensure maximum project exposure and competition, the requisitioning department shall:

Ascertain the potential of qualified, competent firms or individuals and prepare a list of potential offerors with particular emphasis placed on qualifying local firms, companies or individuals.

Adequate public notice of the RFP shall be given in the same manner as provided in the competitive sealed bid (IFB) process, except that the minimum time is lengthened to twenty (20) days.

During the process of negotiation, proposals shall be handled to provide confidentiality of all offeror identities and any proposed content from competing offerors. Proposals will be registered containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. After the contract is awarded, the register of proposals shall be open for public inspection.

The RFP shall state the evaluation factors, the relative importance of each factor and the composition of the evaluation committee.

Pre-Proposal Conferences and Equipment Demonstrations

Pre-proposal conferences may be conducted to explain the requirements of the project. The conference should be held long enough after the initial request has been issued to allow offerors time to become familiar with the project. In addition, equipment demonstrations for specialized equipment should be held long enough after the initial request has been issued to allow offerors time to arrange for demonstration of the equipment.

A summary of any pre-proposal conference should be provided to those prospective offerors known to have received an RFP.

Amendments to the RFP

Amendments to the RFP shall be identified as such and shall require that the offeror acknowledge all amendments issued. Amendments shall be sent to all prospective offerors known to have received an RFP and shall be sent within a reasonable time to allow offerors to consider them in their proposal. If the time and date established for the receipt of proposals will not allow such time for consideration, the time and date for receipt of such proposals will be increased by amendment to provide such time.

Amendments shall be used to:

Make any changes in RFP, i.e. quantity, descriptions, schedules and opening dates.

Correct defects or ambiguities.

Furnish to other offerors all information give to one, if such information will assist the others in submitting proposals or if the lack of such information would prejudice others.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn prior to the established due date and time. Modified proposals may be re-submitted prior to the established due date and time.

Late Proposals

Any proposal withdrawal or modification received after the due date and time will not be considered for award. It is the responsibility of the offeror to submit the proposal at the time and date established and in the place designated for the receipt of proposal.

Receipt and Registration of Proposals

Proposals shall not be opened publicly so as to avoid disclosure of the contents to competing offerors during the negotiation process. Proposals shall be received by the Finance Department and shall be time-stamped upon receipt and held in a secure place until the established due date and time. A register of proposals shall be prepared registered containing the name of each offeror, the number of modifications received, if any, a description sufficient to identify the item offered and any additional information deemed necessary. The register of proposals shall be open for public inspection only after the contract is awarded. Proposals and modifications shall be shown only to City personnel or committee members having a legitimate interest in them.

Evaluation of Proposals

Selection of the evaluation committee should occur in the primary stages of development of the RFP in order that the committee has a complete and detailed understanding of the scope of the project, its limitations and the desired results.

The committee should consist of knowledgeable individuals from the requesting department, representatives from other involved City agencies, a representative from the Finance Department and, if deemed desirable, a recognized expert from the private sector.

The evaluation committee shall compile scores of participating firm(s) or individual(s) submitting the most responsive proposal(s), price and all other factors considered.

Evaluation Factors

The RFP should state the evaluation factors and their relative importance. Evaluation factors may include: General quality and responsiveness of the offeror to terms and conditions and times of performance.

Completeness and thoroughness of the proposal.

Grasp of the problem or of the work to be performed and of the approach to be used.

Evidence of good organizational and management practices.

Qualifications of personnel.

Experience and past performance

Financial condition of the offeror.

Price and cost breakdown, or price range and cost schedule.

Factors not specified in the RFP should be considered in the evaluation only as an enhancement to the RFP.

Methods of Evaluation

The method of evaluation should be included in the RFP. The three most commonly acceptable methods are as follows. All methods are appropriate for selecting consulting firms and service contractors. Method three shall be generally used for negotiated purchases of specialized equipment.

Utilizing a scoring method

All proposals shall be reviewed to determine those that meet the RFP requirements. The evaluation committee shall evaluate and score the proposals using the factors specified in the RFP, and shall prepare a priority list of offerors.

The project manager, the Purchasing Agent or the requesting department representative shall meet with the most responsive offeror to seek a clear understanding of the contract provisions, and an agreement of a fair and reasonable price, if the offeror was not requested to include the price in the proposal. If agreement is not achieved, negotiations shall be discontinued and negotiations shall begin with the second-most responsive offeror.

This process may be repeated until agreement of scope of work, timeline and costs are established with a capable firm or individual on the priority list.

Negotiate with "most-responsives"

The evaluation committee may select two (or more) of the most responsive proposals. The project manager, the Purchasing Agent or the requesting department representative shall meet with the

representatives of each to seek a clear understanding of the contract provisions, and an agreement of a fair and reasonable price, if the offeror was not requested to include the price in the proposal. Offerors shall be accorded fair and equal treatment with respect any opportunity for discussion and revision of proposals. Such revisions may be permitted after submissions, yet prior to award, for the purpose of obtaining the best and final offer. There shall be no disclosure of any information about proposals submitted by competing offerors.

Double-tiered proposal

The RFP may require that all proposals be submitted with price and/or price breakdown in a separate sealed envelope. The evaluation committee shall review all proposals and score each proposal. Then the sealed prices from each fully acceptable proposal will be opened and the final selection will be based on a combination of the proposal evaluation score and the price or weighted price.

Award and Execution of the Contract

The recommendation for award shall be justified by the requesting department head with concurrence from the Purchasing Agent.

Award shall be made to the lowest responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the price and evaluation factors set forth in the RFP. The contract files shall contain the basis on which the award is made.

If the RFP was approved by City Council, or if the recommended contract price exceeds \$100,000, the resulting contract shall be approved by City Council and executed by City contract or Purchase Order.

If the contract does not exceed \$100,000, the contract may be approved by the City Manager and executed by City contract or Purchase Order.

If the contract price does not exceed \$25,000, a Purchase Order contract shall be issued by the Purchasing Agent.

Formal contracts will require the signature of the City Attorney, the Purchasing Agent and the City Manager or his/her designee.

Development of the Document

The professional services agreement (contract) shall state the scope of work, contractor, term of contract and document process.

No agreement will be approved if there is startup date, or if actual work has begun, prior to the date that the City Attorney has reviewed and approved the proposed document.

Contracts will be pulled from the City Council Agenda if they have not been previously submitted to, reviewed and approved by the City Attorney's office.

In certain, very limited, circumstances, exceptions may be made to rules 1 and 2 listed above. However, in such instances it will be the burden and responsibility of the department head to provide a proper explanation and justification on the necessity to start contract performance before the City Attorney approves in final form or proceed before City Council approval, rather than pull the item from the agenda.

NOTE: In most cases, in the absence of the City Attorney's and/or City Manager's approval of the agreement/contract final draft, there can be no liability to the City of Selma. This in turn can create the potential for personal liability on the part of the individual department heads.

Approval Process

The City Council and/or the City Manager, or his/her designee, are the only City officials with authority to approve outside provider service agreements in excess of \$100,000. However, as an administrative policy, the City Manager shall exercise his/her authority to approve such agreements up to a maximum of \$100,000. City Council shall approve all outside service provider agreements/contracts in excess of \$100,000.

All attorney selection(s) must be through, and with the approval of the City Attorney.

Environmental Review Agreements, which have been paid for by the developer, will be exempt from this approval process. Contractor's selection, however, will be based on the criteria and guidelines for selection listed in this policy; a contract will be required, and; contractors will be selected on a rotating basis.

Other Considerations The City Attorney shall be consulted in the development of complex proposals.

A prospective bidder shall not be involved in drafting the RFP. While specifications can be obtained from potential bidders, the department is responsible for ensuring that those specifications are not unduly restrictive.

Throughout the proposal and negotiation process, all contacts with bidders and prospective contractors shall be strictly professional to avoid any conflict of interest or the appearance thereof.

During the evaluation process, it is very important that all offerors be given equal treatment with respect to discussions and revisions. Auction techniques – revealing one offeror's price to another – and disclosure of any information from a competing source are strictly prohibited.

In an emergency, the department head may select an outside service provider, notify the City Manager as soon as possible and seek approval at the next Council meeting.

Any State or Federal regulations or requirements pertaining to a particular contract or agreement and contrary to the provisions of this policy, shall supercede this policy.

Public Inspection

The most responsive proposal shall be available for public inspection at the conclusion of the process.

Rejection of Proposals

Nothing in the RFP procedure requires the awarding of a contract. If the City determines that none of the proposals received offers a suitable solution to the problem at a reasonable price, proposals may be rejected.

SOLE SOURCE PURCHASES

Invitations to Bid, Requests for Proposals and Requests for Quotation shall be secured for all contracts for goods or services which are proposed to be acquired by the City which are greater than \$25,000 in value. However, in those rare instances where bids or proposals cannot be secured, a full explanation shall be included in the requisition or Agenda Item, as appropriate. A memo from the department head and a *Sole Source Justification Form* shall be included stating reasons as to why the goods or services should not be bid or the reasons there is a single source for the service or that the City's interests are better served by the exemption. Such advice shall contain information in sufficient detail to support and justify the decision to not seek competitive bids or proposals.

Departments anticipating the need to sole source (e.g., unique -available only from one manufacturer or distributor) an item should contact Purchasing as early in the procurement process as possible. The steps involved in carrying out a sole source procurement are detailed below:

Discuss with Purchasing, the specific performance or functional intent that indicates a sole source. Typically sole source criteria are "match existing in place" or possessing a functional or performance characteristic that is, in the opinion of the requesting department, essential to performance of its mission and available from a single manufacturer or distributor. Standardization may not be a justifiable reason for sole sourcing unless properly justified and explained in detail.

Purchasing shall search for alternative sources to ensure equal opportunity is extended to all potential vendors and competition is maximized. Multiple distribution for the identical manufacturer and/or functional equivalents of the requested item as determined by the requesting department or technical expert will not be considered sole source and shall be subject to open competitive bidding.

If a sole source decision is reached, the requesting department shall work with Purchasing to negotiate the procurement.

DETERMINATION OF NON-RESPONSIVENESS

Failure of a bidder to promptly supply information in connection with a bid or an inquiry with respect to the vendor's bid may be grounds for a determination of non-responsiveness.

INSPECTION AND TESTING OF SUPPLIES AND EQUIPMENT

The Purchasing Agent shall inspect supplies and equipment to determine their conformance with the specifications set forth in the order. The Purchasing Agent shall have the authority to require chemical and physical tests of samples submitted with bids and samples of deliveries that are necessary to determine their quality and conformance with specifications.

INSPECTION OF PLANT AND AUDIT OF RECORDS

Right to Inspect Plant The City, may at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor that is related to the performance of any contract awarded or to be awarded by the City.

Right to Audit Records

Audit of Cost or Pricing Data

The City may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data to the extent that such books and records relate to such cost or pricing data. Any person who received a contract, change order or contract modification for which cost or pricing data is required shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract unless a shorter period is otherwise authorized in writing.

Contract Audit

The City shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract, other than a firm fixed-price contract, to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing.

Reporting of Anti-competitive Practices

Anti-trust violations are activities or practices that attempt to restrain trade or commerce. Anti-trust activities are illegal and are strictly regulated by three primary laws enacted by the Federal government: (1) The *Sherman Antitrust Act of 1890*; (2) The *Clayton Antitrust Act of 1914*, and; (3) The *Robinson-Patman Act of 1936*.

The *Sherman Antitrust Act* states that every contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce among the several states or with

foreign nations is declared to be illegal. The *Clayton Antitrust Act* supplements the *Sherman Antitrust Act* and prohibits price discrimination, tying agreements and certain mergers and acquisitions. The *Robinson-Patman Act* is an amendment to the *Clayton Act* and is intended to eliminate discriminatory and predatory pricing practices.

Types of anti-trust activities include price fixing, boycotts, reciprocity and bid rigging.

When for any reason, collusion or other Anti-competitive practices are suspected among any bidder or offerors, a notice of the relevant facts shall be transmitted to the City Attorney's Office by the Purchasing Agent.

COOPERATIVE PURCHASING

The Purchasing Agent is authorized to join with other public and private entities for the purpose of collectively preparing specifications; requesting and receiving bids, quotations or proposals; and making award to the lowest responsive responsible bidder, provided that the source selection method used is substantially in compliance with the requirements of this chapter.

Purchasing may use State of California Cooperative Purchasing Contracts if the item on the state contract meets the City's needs and if it is unlikely that a separate City bid would result in more favorable prices, terms and/or conditions.

Contracted buying groups are considered to take the place of competition if, in Purchasing's opinion, it is the best interest of the City.

CHAPTER 5

CONTRACTS FOR GOODS AND SERVICES

City employees do not have the authority to procure services, supplies or make any purchases on behalf of the City without the proper authorization. Failing to obtain the proper authorization can result in the individual being held personally responsible for the obligation.

TYPES OF CONTRACTS

Service Contracts – A contract between the City and a public or private entity that provides for the contracting of governmental services to that entity.

Consultant/Professional/Personal Services -A contract between the City and a private firm that provides for services that are of an advisory nature; i.e., services of attorneys, physicians, architects, engineers, accountants, consultants or other individuals possessing a high degree of technical skill.

The product may include anything from answers to specific questions of design of a system or

plan and include workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

Expert Witnesses -When a contractor is retained as an expert witness in pending litigation, the rate paid shall be consistent with the complexity and difficulty of the testimony to be given, the going rate for similarly qualified contractors and the qualifications and reputation of the particular contractor. The contract shall detail exactly what the contractor is to do (submit to depositions, prepare a report, testify in court, make other appearances, etc.).

Grants -A gift or irrevocable commitment of money to the City, usually from the Federal or State government, to be expended to perform certain duties under the grant specifications. These duties become contractual obligations once the grant is accepted.

Joint Powers Contracts -A contract entered into by two or more public agencies whereby the agencies are to jointly exercise any power common to the contracting parties.

Lease and Lease Purchase Contracts -A contract for the use of real or personal property at a fixed price for an agreed period of time. It should be noted that a lease purchase agreement differs from a regular lease or rental agreement in that the City acquires ownership of the asset in the case of a lease purchase.

Equipment/Maintenance and Supply Contracts -A contract to provide ongoing maintenance, i.e., copiers, typewriters, etc.

Capital Project/Public Works Contracts -Contracts for such items as the construction, alteration or repair of public buildings, roads and bridges are considered Public Works contracts and are bound by separate regulations. Public Works contracts bidding and award procedures comply with the California Public Contract Code, the City Code, and various State and Federal codes and regulations as indicated by the individual project.

Procurement Contracts/Supply Agreements/Annual Contracts -Price agreements for various standard goods and/or services utilized by City departments, executed by the Purchasing Agent and vendor only.

Purchase Orders -Purchase orders issued by the Purchasing Agent are contracts. Typically its terms and conditions are very simple in nature and require minimal auditing.

Rental Contracts -A contract for limited use of real or personal property at an agreed price and for a limited term, i.e., month-to-month or less.

Confirming Purchase Order -An authorization provided by Purchasing to obtain goods or services. The authorization is usually verbal over the telephone. The Confirming Purchase Order is primarily used for emergency purchases. Additionally, the Confirming Purchase Order will not be issued for items on contract or for recurring requirements.

Blanket Purchase Order -Issued by Purchasing for the purchase of specific goods or services over a set period of time, with general terms and conditions.

Department Purchase Order -Initialized and approved at the departmental level with delegated Purchasing authority as a means to obtain goods and services without first processing a formal purchase order.

Purchasing Card – A City-issued credit card used by City employees to make small dollar purchases of \$1,000 or less.

Request for Check -Form typically used for payment of such things as books, subscriptions, insurance, memberships/dues, tuition reimbursement, UPS/Federal Express charges, conference registration, and utilities.

Emergency Contracts -Contracts where the item or items to be purchased or rented are immediately necessary. Such contracts must later be approved and confirmed by the Purchasing Agent or the City Council as provided by law. Emergency contract practices and procedures are discussed in Chapter 3, Methods of Acquisition.

Cost Plus and Cost Reimbursement Contracts -Any type of contract that will promote the best interests of the County may be used except cost-plus-a-percentage-of-cost contracts. Cost-plus-a-percentage-of-cost contracts offer no incentive to the contractor to minimize costs and thus are prohibited.

GENERAL REQUIREMENTS

Retroactive Contracts No City contract shall be commenced prior to approval by the City Manager or the Purchasing Agent. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval. No payment shall be made prior to this approval. Any variation of this policy must be justified in writing to the Purchasing Agent for approval.

The submission of a contract for approval after the date of service has begun or after the date of service has been completed is counter to the City's best interest and prescribed approval process.

Contract Periods

Contracts for services shall normally cover not more than one (1) year (i.e., twelve (12) consecutive months) although a longer period may be approved. Multiple year contracts must include provisions for early termination and must be contingent upon available funding.

Unless exempted, as provided for above, no contract shall extend, either by original contract or by renewals or amendments, for more than a total period of five (5) years (60 months) unless competitive bids have been sought or a RFP has been processed or there is a distinct and particular advantage to the City of Selma to contract for longer periods of time.

Compensation for Contracts

The following are typical methods used in paying contracts:

A lump sum or fixed price for the total project. This avoids detailed accounting and is a contract for a given result. The City's concern is not with the cost incurred by the contractor, but with the end product.

Hourly rate plus cost reimbursement, with a ceiling on the total project or contract amount. The contractor agrees to charge only for the hours utilized at an agreed rate of compensation and reimbursement of costs. This method is also a contract for a given result.

Daily compensation plus cost reimbursement to work "when requested" during the term of the contract for daily rate plus cost reimbursement, with a ceiling on the total project or contract amount. This type of contract shall be avoided if a given result can be contracted for.

Monthly compensation for those contractors whose services are rendered generally not less than forty (40) hours per week and no longer than a one year period.

Net rate contracts where compensation is based on an agreed rate per unit of service rendered.

To implement the first and second methods above, the contract shall provide for the following:

The rate(s) of compensation to be paid the contractor(s). There are no set rates for paying contracts. Amounts to be paid depend upon the complexity and difficulty of the project, the going rate for similar work, both within and outside City service and the qualifications and reputation of the individual(s) or firm(s) being awarded the contract. Proposals submitted by individuals and firms will list the rate of compensation to be paid staff assigned to the contract by the bidder.

Generally, independent contractors are responsible for bearing all costs incidental to the performance of their services to the City. However, in limited circumstances, it may be appropriate for the City to pay incidental costs as a separately stated item. Such an example is where it is the ordinary industry practice for the hiring firm to pay incidental costs such as travel to and from various points of business and such costs cannot reasonably be calculated in advance.

The reimbursement of transportation costs and an allowance for per diem shall be paid at rates established by the City so as to reasonable reimburse a contractor for traveling expenses necessarily incurred while performing work for the City. Such rates shall generally not exceed those amounts paid to the City's employees except as otherwise negotiated.

Any other expenses shall be clearly and specifically set forth in the contract.

Progress payments shall be avoided whenever possible and especially on contracts less than three (3) months in duration. If it is essential that progress payments be made, they shall not be made more frequently than monthly in arrears or at clearly identifiable stages of progress based upon written progress reports submitted with the Contractor's invoices. In the aggregate, progress payments shall not exceed ninety percent (90%) of the total amount of the contract. Progress or other payments shall always be based on at least equivalent services rendered and not made in

advance of service rendered, except as otherwise negotiated.

In computing the amount of any progress payment, departments shall determine what the contractor has earned during the period for which payment is being made on the basis of contract terms.

For the purposes hereof, "progress payment" is defined as including any partial payment of the contract price during the progress of work even though the work is broken down into clearly identifiable stages or separate tasks.

Payments by the City in advance are legally permitted, but discouraged and shall be made only when necessary. So the City may realize income through investment of temporary excess monies, contracts or agreements containing provisions for advance payment by the City shall provide for small, periodic payments which are tied to deliverable goods or services, rather than total contract price or lump sum advances, whenever it is advantageous for the City to do so.

Contract Splitting

It is never permissible to split a contract or project in order to evade contract dollar limitation or bidding requirements.

Contracts for Approval That Have Not Been Competitively Bid

It is the policy of the City of Selma that Invitations for Bid or Requests for Proposals shall be secured for contracts for goods or services which are proposed to be acquired by the City except in those certain cases provided for in Chapter 4, Bid Requirements and Procedures. Any department head who submits a contract to the City Manager or the Purchasing Agent for approval that has not undergone the competitive bid process for selection of a contractor, shall submit with that contract, in an Agenda Item or memorandum as appropriate, a complete explanation of how the recommended vendor was selected. That explanation shall include the names of those prospective contractors contacted and their proposed fee for service; why the negotiated approach for selecting a contractor was used instead of the competitive bid process; and any other comments that support the recommendation.

Contracts for Approval That have Not Been Bid By Purchasing

If the selection process has not been conducted by Purchasing, a transmittal letter shall accompany the contract which states the reason for and the method of selection of the proposed contractor, including names and addresses of other prospective contractors considered, the basis for determining the compensation, and its reasonableness and the necessity for any proposed progress payments. Full justification must be given if the proposal accepted is not the lowest price proposal received. All evaluations of RFP's for consulting services must be accompanied by a transmittal letter justifying and explaining the selection.

Contracting Out Services That Displace City Employees

Contracting for services is permissible when any of the following conditions can be met:

- The contract is for a new City function and the City Council has specifically mandated or authorized the performance of the work by independent contractors.
- The services contracted are not widely available within the City service, cannot be performed satisfactorily by City employees or are of such a highly specialized or technical nature that the expert knowledge, experience or ability are not available through the City system.
- The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion known as "service agreements", shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- The legislative, administrative or legal goals and purposes cannot be accomplished through the utilization of persons employed by the City.

Contracts are permissible under this criterion to protect against a conflict of interest or to insure independent and unbiased findings in cases where there is a clear need for different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

City departments need private counsel because City Counsel has determined that a conflict of interest on the part of the City's Legal department prevents it from representing the department.

The contractor will provide equipment, materials, facilities or support services that could not feasibly be provide by the City in the location where the services are to be performed.

The contractor will conduct training courses for which appropriately qualified City instructors are not available.

The services are of such an urgent, temporary or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

Contract Award

Individuals involved in awarding contracts subject to approval by the City Council, City Manager or Purchasing Agent shall, at the time the contractor signs the contract, advise the contractor that the contract of no force until approved by the Purchasing Agent and that he/she may not commence performance until the contract has been approved by the Purchasing Agent and all required certificates of insurance and acceptable bonds have been filed with the City.

Retention of Contract

In all cases an original of the fully executed contract must remain on file in the office of the Purchasing Agent for no less than four (4) years from the date of completion of the work under the contract. In cases of litigation or other special circumstances (i.e., grant requirements), the contract is to remain on file until those special circumstances have been satisfied.

Administrative Costs and Salary Limitation Policy

It shall be the responsibility of any City official authorized by the City Council to negotiate or execute contracts, or to enter into agreements on behalf of the City, to review all applicable contracts to ensure that the contractor limits administrative costs (defines as those costs, direct or indirect, for managing and administering the delivery of the service for which the City is contracting) to a maximum of 15% of the total program budget and employee benefits to a maximum of 20% of salaries and to include the following language in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement for the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the City of Selma."

The above salary provision shall be applied to renewal or multi-year contracts with non-profit organizations that primarily serve the City of Selma and professional services contracts where the City of Selma is the sole or primary client. For example:

Community-based Organization Service Contracts related to Social Services, Health Services or Probation Services; Cultural Arts Program Contracts; and Professional Services Contracts.

This policy will not apply to contracts between the City and Federal and State governments.

The department head shall contact the Purchasing Agent where special circumstances exist on a case-by-case determination of applicability, indicating that it is in the best interest of the City that this policy not apply.

Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods (Funding-out Clause)

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

A specific boilerplate contract clause is required to ensure the City's right to cancel due to unavailability of funds (see Appendix for Model Contract boilerplate language).

CONTRACT PREPARATION AND PROCESSING

Negotiation

Once the prospective vendor has been identified, it is necessary to negotiate a contract. A working draft document is necessary. The draft contract may be provided by either the using department or the Purchasing Division. If being provided by the using department, Purchasing and the City Attorney are available to assist in contract drafting and negotiations. It is very important to involve all departments that may be affected by the particular contract in the negotiations as soon as possible.

Drafting a Contract

Model contracts with mandatory clauses have been prepared (see Appendix). With few exceptions, these contracts will be used by City departments if a contract involves services for accounting systems, data processing systems, legal services, lease, lease-purchase of equipment and/or facilities, construction and other areas as required.

All contracts must contain the vendor's name, address, telephone number, Federal Tax I.D. Number or Social Security Number and the appropriate fund, budget and account numbers that will be used to pay the contract. Each contract or agreement shall be prepared guided by the City's model contract.

Should the contract language differ from standard clauses, any and all such changes must be noted on the Contract Routing Form (see Appendix). Should alterations be proposed for insurance clauses, Risk Management will be required to review and sign off on the proposed changes. No contracts will be accepted for the City Attorney's final review and approval unless the Contract Routing Form is attached. Contracts may be rejected by the City Attorney due to incomplete or otherwise unacceptable language.

City departments are not contracting entities. Contracts must be let in the name of the City and clauses such as "doing business as" should not be used. The routing and approval for a contract will be determined by the type of contract and the approving authority. Service contracts having an aggregate cost exceeding \$1,000 must be approved by the Purchasing Agent.

The following information must be included with contracts being submitted for approval:

- Memo (if the contact person and phone number and justification/explanation of desired action is not on the requisition)
- Contract
- Contract Routing Form
- Requisition and copy of prior contract, if applicable.
- Agenda item, if applicable.

When outside legal counsel has been engaged to advise the City on a contract, an attached letter of approval shall be signed and included as a part of the contract in lieu of the signature of the City Attorney.

The departments submitting contracts for required approval shall make every effort to allow adequate time for reviewing departments to do so. It must be understood that a complex contract will require an extended period of time for review. If the contract must be executed by a specific date, the submitting department must route the contract for signature, allowing sufficient time to make any changes that may be required by the reviewing departments.

CITY COUNCIL OR CITY MANAGER APPROVED CONTRACTS

Preparing, processing and monitoring contracts are the responsibilities of the department entering into the contract. Adequate time shall be given to the departments to review, approve and make any necessary changes to the contract. The City Manager or City Attorney may also require changes to be made to the contract or request additional information. Contracts with specific execution or renewal dates shall be handled in a timely manner to assure approval prior to such dates.

PURCHASING AGENT CONTRACTS

This section will address the guidelines for developing contracts that are approved by the Purchasing Agent.

Procurement Contracts

Procurement contracts for various standard goods and/or services utilized by the City departments, where conditions are very simple in nature and delivery of that service can clearly be recognized and defined for purposes of knowing when completion has occurred and/or payment is to be made, are executed by Purchasing and the vendor only. Often times the purchase order will substitute as the contract.

Purchasing may require approval by the City Manager, City Attorney, Risk Management or other departments as deemed necessary. The contracts will be prepared by Purchasing and/or the department in conjunction with Purchasing. In either case a completed requisition must be submitted to Purchasing. An original and two (2) copies of the contract will be signed by Purchasing and the vendor. The original will be retained by Purchasing and the copies will be provided to the department and the vendor.

If a contract is not approved, it will be returned to the department for the necessary corrective action. Purchasing will distribute the contract to one point within a department. It is the department's responsibility to make any other distribution within the department.

FULL SIGN-OFF CONTRACTS

Full sign-off contracts include those for public construction, consultants, and any unusual circumstances requiring multiple level of approvals to ensure compliance with any applicable Federal, State and local laws or for the protection of the City. Full sign-off contracts are reviewed by a number of personnel as follows:

1. Party entering into the contract with the City
2. Department Head
3. City Attorney
4. Director of Finance or Budget Director as applicable
5. City Manager
6. Purchasing Agent

Three copies of the contract must be submitted to Purchasing with the original contract. Purchasing will distribute the contract as follows: City Clerk/City Manager Party entering into contract Submitting department Purchasing.

CHAPTER 6

CONTRACT ADMINISTRATION, ENFORCEMENT AND LEGAL REMEDIES

OVERVIEW

The procurement process does not end with the award of contract. The contractor's performance must be appropriately monitored, the contract itself may be amended in response to unforeseen problems and the contract must be eventually closed-out or terminated, if not renewed. In performing these tasks, the department shall:

Assure a mutual understanding of the rights, obligations and responsibilities of both the contractor and the department under the contractual agreement;

Initiate any contract changes desired by the department;

Protect the City's interests in the event of default by the contractor or contract termination;
and

Evaluate the performance of the contractor for future use by other City departments.

CONTRACT MONITORING

Contract monitoring allows the department to diagnose problems that may lead to work change orders, schedule slippages, cost overruns or unacceptable product quality. Four steps shall be taken to guard against these problems:

1. Designate a Contract Administrator (in some instances this may be Purchasing);
2. Establish administrative controls;
3. Monitor work progress regularly; and
4. Establish cost controls (these may have already been established as a part of the bid specification).

It has been demonstrated that the City receives the greatest benefit from certain contracts when the engagement is considered a joint undertaking and City personnel are active participants.

This provides the employees with useful training opportunities and valuable knowledge of what the contractor has done, why it was done, and how the agency can benefit by it. This often represents knowledge that could never be derived simply through the analysis of the end product. City personnel, working with the contractor, can give the project continuity at the operating level in subsequent months. Also, these individuals can lend "in-house acceptance" to the project and broaden its chances for an enduring success.

CONTRACT ADMINISTRATOR

One person shall be given the responsibility for administering the contract. This individual (Grants Manager/Contract Administrator) shall be the single contact person and shall be responsible for the following actions:

1. Coordinating the flow of information between the contractor and the department.
2. Responding to requests made by the contractor.
3. Monitoring disbursements against the contractual budget.
4. Monitoring the procurement progress against the work scheduled.
5. Coordinating the delivery of data or services to the contractor.
6. Approving all contract deliverables.

7. The Contract Administrator shall have a technical background to promptly diagnose problems in the development, testing, implementation and operation of the product or service. The department head or his designee shall formally designate the Contract Administrator by name and clearly define his or her responsibilities. If not designated in the contract, this designation shall be sent, by letter, to the contractor and user department.

Administrative Controls

The Contract Administrator and the contractor's project manager shall review the rights, obligations and responsibilities of both parties soon after the contract is signed. During this review, they shall again discuss all issues that were difficult to settle during negotiations since these issues are the most likely points for future disagreement. They shall review the following items:

1. Communication channels between the department and the contractor, designating specific personnel by name, title, responsibility, address and telephone number.
2. Major milestones, including the due dates for all contract deliverables and the provision of all property, material and manpower by the jurisdiction to the contractor.
3. Administrative and technical requirements for reporting work progress.
4. Administrative requirements for reporting expenses and procedures for progress payments or other financial arrangements.
5. Administrative and technical procedures for inspecting and accepting contract deliverables.
6. Administrative procedures for authorizing modifications to the contract.

Work Progress

Written progress reports are essential if the Contract Administrator is to maintain control over the project and shall be required in the contract. Regular progress reports shall describe actual progress during the current reporting period, deviations from planned progress and problems anticipated in the next reporting period. Information shall be maintained and accumulated for future use. Progress reports shall also explain any reasons for these deviations (current and expected); outline what is being done to correct them; and indicate what assistance, if any, is required from the department.

Control is facilitated by requiring the contractor to submit: (1) a schedule for approval by the Contract Administrator and (2) a comparison of actual progress to the schedule with each written progress report.

Cost Controls

Cost controls are another means of determining whether the procurement is proceeding as

planned. Cost controls warn the Contract Administrator of any problems the contractor may have in completing the required work within the contractual cost limits by showing the relationships between actual and expected costs. Cost controls are also used with cost-reimbursement contracts as a means of noting deviation from target costs. The Contract Administrator can then suggest actions that will reduce those and future deviations, thereby keeping actual costs as low as possible.

Cost control is maintained by requiring the contractor to submit: (1) a cost plan for approval by the Contract Administrator and (2) a cost status report with each written progress report.

A cost plan is a task-by-task budget of direct labor costs, fringe benefits, overhead, direct materials, direct services, other expenses, as well as general and administrative costs. The requirement for a cost plan will depend on the size and complexity of the contract. If the department feels a cost plan is required, that requirement and related conditions shall be specified in the contract.

A cost status report shall provide information using the same cost elements found in the cost plan and for updating the department on actual costs, cumulative cost-to-date and variances between actual and planned cost-to-date.

The following are examples of cost control criteria:

1. Estimated costs at completion -the latest estimate and original planning estimate.
2. Variances between estimated and planned costs at completion.
3. Explanations of the nature of any variances between actual and planned costs-to-date or estimated and planned costs at completion.
4. Descriptions of the actions proposed or taken to avoid or minimize any impending cost overruns
5. Ensuring the timely submittal of all progress and cost status reports.

6. Comparing these reports with the schedule and cost plans.
7. Ensuring that the contractor receives the governmental support promised him in a timely fashion.
8. Ensuring the timely delivery of all products, services and documentation required of the County by the contract.
9. Ensuring the timely performance of tasks required of the City.
10. Ensuring that all quality control procedures (i.e., tests and inspections) are followed by the appropriate requirements and technical support specialists immediately after the receipt of each contract deliverable.
11. Reviewing the results of tests and inspections before closing out the contract.
12. Coordinating all other contractual controls.

AMENDING THE CONTRACT

Unforeseen problems, circumstances and events may make a contract amendment a necessity. To protect the City's interests, the Contract Administrator or department head shall supervise all discussion with the contractor regarding amendments, but only after doing so with the Purchasing Agent. All amendments must be in writing and signed in the same manner as the original contract. The dollar amount of the amended contract must not exceed the signatory's limitations.

For purposes of approval, a copy of the original contract and any amendments must accompany the proposed amendments. All change orders, amendments to contract and supplemental agreements must be signed by the Purchasing Agent.

RENEWAL OF CONTRACTS

Contracts for services shall not usually cover a period of more than one (1) year, although longer periods may be approved. Unless exempted from competitive bidding procedures, contracts for goods and service should not extend, either by original contract or by extension, beyond five (5) years unless competitive bids/proposals have been sought or approval is obtained from the Purchasing Agent.

Contracts shall not be renewed without thorough consideration of contract performance, availability of new or better contractors, changing circumstances and other factors which could affect the existing contract to determine whether its renewal is the most appropriate and cost effective option.

Any decision to renew a contract must be made prior to the termination date of the existing contract. It is recommended that planning for renewal or a new contract begin not later than sixty (60), nor earlier than one hundred twenty (120) days prior to the existing termination date

depending on the complexity of the contract and renewal. Prior to any renewals, department heads or Contract Administrators shall consult with Purchasing.

Renewal shall not be used to circumvent any required bidding processes.

CLOSING OUT OR TERMINATING THE CONTRACT

All contractual relationships must eventually either be closed-out upon completion of all the work or terminated prior to completion. A contract closeout is an administrative procedure involving formal acceptance of all contract deliverables and payment of the contractor's final invoice. A contract termination is generally a unilateral action that stops work on all or part of the contract for cause or convenience. A contract can also be terminated by mutual agreement in the same way that a contract is amended.

Termination of a contract consists of three steps: (1) close out the contract; (2) issue a Stop Work Order; and (3) settle all claims. Step 1 is performed only upon satisfactory completion of all work. Steps 2 and 3 are performed only to terminate a contract for cause or convenience.

How to Close Out the Contract

A contract should not be closed out until the City is satisfied that all contractual obligations have been met by the contractor. This occurs when two conditions have been met:

The required products or services have been delivered and tested/inspected;
and

The results of these tests and inspections indicate that the required products or services comply with the technical specifications.

Where appropriate, the City shall formally notify the contractor, in writing, of the department's final acceptance of the work, as soon as these conditions are met. The contractor's final invoice can now be processed.

How to Issue a Stop Work Order

All or part of the contract may be terminated for cause whenever the contractor refuses or clearly fails to meet contractual performance requirements. Common causes for default include; failure to deliver acceptable products or services; failure to meet scheduled delivery dates or contractual milestones; failure to resolve disputes or offer explanations on disputed terms, conditions or requirements; or demonstrated lack of progress that is harmful to the jurisdiction.

Prior to terminating a contract for cause, consult with Purchasing.

The contractor shall be warned that he/she is in default before work is actually stopped. This warning shall consist of a formal letter from the City specifying how the contractor is in default and suggesting that these problems be corrected within a specified time frame. This warning

provides the contractor with an opportunity to correct the problems or dispute the City's claims before a Stop Work Order is issued. Depending upon the response the City may:

Authorize the contractor to proceed under the original or a revised schedule.

Allow the contractor to continue if he/she agrees to subcontract specified portions of the work to a reliable outside source.

Issue a Stop Work Order.

If a Stop Work order is required, it shall be a formal letter signed by an authorized City representative and reviewed by the City Attorney. The letter shall state:

The effective date of the Stop Work Order;

The portion of the contract covered by the Stop Work order;

Instructions for stopping work and canceling any purchase orders; and

A request that the contractor acknowledge receipt of the Stop Work Order.

If the contract provides for termination without cause, notice shall be given as provided by the contract. A formal Stop Work Order is not necessary.

Outstanding Contract Obligations

When a contract is terminated, the contractor may or may not be due any money and the City may or may not be due any monetary damages, materials, equipment or partially complete work. The City should make every effort to determine the status of contract obligations prior to terminating the contract.

VENDOR REQUESTS FOR CHANGES OR CANCELLATIONS

General Policy

When a vendor requests a change or cancellation to a purchase order or contract that will result in additional cost to the city, Purchasing's policy is to deny the request for a change or cancellation unless such denial will cause documented undue hardship to the vendor or unless there is no reasonable alternative. If the vendor refuses to perform according to the original contract, he will be in breach of contract.

"Price in Effect at Time of Shipment"

In the rare case where Purchasing accepts a "price in effect at time of shipment" offer, the purchase order should so state and the quote or bid file should document the necessity of accepting such an offer.

If the price increases between the date of order and date of shipment, the vendor should supply the buyer with documentation, generally in the form of old and new published price lists.

BREACH OF CONTRACT -DEFINITIONS

Actual Breach

Actual breach of contract is defined as a failure to perform on time and in a manner required by the contract. This includes failure to perform at all, as well as delivering the wrong goods or defective goods.

Anticipatory Breach

Anticipatory breach can be defined as the statement by one party, made prior to the time performance is required under the contract, that it does not intend to perform when performance is due, or the intentional act by one party to disable himself so that he is unable to perform.

In the case of anticipatory breach, the City must have actual evidence of the breach before employing legal remedies.

It is Purchasing's policy to document the vendor's statement in writing either by asking for a letter from the vendor stating his position or by issuing a letter to the vendor confirming the vendor's verbal statement to Purchasing and setting forth a deadline for the vendor's written reply if Purchasing's letter is incorrect.

If the City does not cancel the contract, materially change its position (i.e. orders substitute goods) or otherwise indicate that it considers the repudiation final, the vendor may retract its repudiation. Retraction must occur before performance is due.

ENFORCING CONTRACT PROVISIONS

Vendor's Right to Cure

The vendor has a right to cure improper tender or delivery as follows:

Where the City rejects delivery of non-conforming goods and the time for performance has not passed, the vendor may notify the City of its intention to cure and then within the contract time make a conforming delivery.

Where the City rejects a non-conforming tender which the vendor has reasonable grounds to believe would be acceptable, he may notify the City of his intent to cure and have further reasonable time to substitute a conforming tender.

Enforcement

The following steps shall be followed when breach of contract has occurred:

Notify the vendor and Purchasing verbally that the vendor has breached the contract and in what way breach has occurred. Reach an understanding with the vendor as to what he/she intends to do. If a vendor intends to remain in default, advise the vendor of the City's legal rights, the right to obtain comparable goods (known as "cover") elsewhere and charge the company with the difference between the contract price and the "cover" price if the "cover" price is higher. The City may obtain this reimbursement for damages by deducting it from any money due the vendor or by accepting another form of vendor payment.

Note: Barring a vendor's substantiated anticipatory breach, the City may not take action to obtain cover until the promised time for performance (delivery date) has passed or the goods have been rightfully rejected.

Document the verbal understanding, including a summary of the City's legal rights, as appropriate, in writing, and mail to the vendor; send a copy to Purchasing and attach a copy to the Purchasing Document. The letter should set forth a date by which the vendor must reply or cure his default in order to avoid legal action by the City. It should also state that a failure to resolve this problem may result in removal from Purchasing's bid list. Preparation of this letter must be coordinated with Purchasing and must be approved as to form by the City Attorney prior to mailing to the vendor.

If the vendor fails to fulfill contract requirements and has not replied in writing with an alternate proposal which is acceptable under the circumstances, Purchasing shall issue a written cancellation, signed by Purchasing, and approved by the City Attorney citing the vendor's breach of contract and shall proceed to obtain comparable goods elsewhere. It is assumed at this point that the City has exhausted all reasonable expectation of obtaining contract performance and cannot wait any longer for the goods.

CONTRACT ADMINISTRATION -FILES

It is imperative from a legal perspective that contract files, especially those pertaining to construction projects are detailed and complete. The following is a list of the types of correspondence and documents that should be kept, as originals or copies depending upon the circumstance. This list is by no means exhaustive and merely reflects those documents that would be critical in the event of litigation or disputes.

Copies of All Contracts Pertaining to the Project

Architect

Construction

Consultants

Interlocal/Cooperative Agreements

Grants

Notice of Award Letters

Copy of the Purchase Order

Requests for Insurance and Bonds

Memos/Letters/Reports Field Reports Meeting Notes Correspondence Daily Diaries Orders of Materials Copies of Bonds and Insurance Certificates Change Orders and Changer Order Correspondence Notices of Breach Notice of Completion

CHAPTER 7

VENDOR RELATIONS AND VENDOR PERFORMANCE

OVERVIEW

This section is intended to summarize the basic City policies governing vendor relationships and to furnish information on specific purchasing practices. It is intended only to supplement the policies and regulations set forth elsewhere in the Purchasing Manual.

VENDOR RELATIONS

It is essential that a professional, business-like relationship of mutual trust and confidence exist between the City and its suppliers. The primary responsibility for establishing this relationship for the City rests with Purchasing.

The following concepts are considered basic and fundamental to the City's vendor relationship policy.

Department staff has no obligation to see or talk with vendors unless requested to do so by Purchasing. In fact, vendors are discouraged from making site visits with individual City employees outside of the Finance Department.

Vendors soliciting sales are to be received by Purchasing staff only. However, if it is deemed necessary or beneficial by Purchasing, interviews for specific needs will be arranged with representatives of the other city departments.

Purchasing shall not make, nor be asked to make unreasonable or unnecessary demands on suppliers.

The name of the contractor(s) contacted by a using department should appear on any

resulting purchase request as a suggested contractor(s).

UNAUTHORIZED VENDOR CONTACT WITH CITY DEPARTMENTS

Once the bid has been issued, prospective bidders are prohibited from contacting any City department during the bid process unless approval is received from Purchasing. Failure to comply with this policy will be considered cause to reject the vendor's bid. This does not preclude the vendor from contacting City departments concerning other ongoing business.

POLICY ON VENDOR VISITS

Purchasing Division Buying Staff

Visits by appointment are preferred since drop-in visits can lead to inconvenience for both parties. Buyers may be in a meeting or away from the office at the time of the unscheduled visit.

Buyers are available to meet with vendor representatives between 10:00 a.m. and 4:00 p.m., Tuesday through Thursday. Meetings should be made by appointment.

Other City Employees

It is preferred that vendors use Purchasing as the first point of contact with the City. This saves time for both the City and the vendor because Purchasing is a central source of information on the City's needs, buying plans and existing contracts.

When a using department requires information from a vendor, these requests normally will be handled by Purchasing except when technical detail or preliminary information is required. If this occurs, Purchasing shall receive copies of all correspondence that includes pricing.

Vendors are asked to refrain from attempts to "backdoor" sell. This is defined as the vendor attempting to have the using department specify to Purchasing a specific brand, product or supplier to the exclusion of legitimate competition.

Visits with City departments may be made upon the recommendation of Purchasing. Purchasing will direct the vendor to the correct person and phone number. Using departments should maintain a log of all sales people making calls in their department.

City employees are not required to speak to or see private vendors.

Role of Non-Purchasing City Employees

Non-Purchasing City employees may find some vendors to be useful sources of products and price information needed for budget planning. Such employees, however, do not have authority to contract with vendors unless the purchase can be made with petty cash or as authorized under the small dollar purchase limit procedures.

Non-Purchasing City employees should notify Purchasing if they receive a visit from a vendor with useful products and price information and should also encourage the vendor to call Purchasing for an appointment with a buyer. Also, Purchasing can help vendors to use their sales time more efficiently by informing them about expiration dates of existing contracts, upcoming bids and where similar products are used throughout the City.

VENDOR OFFERS OF FREE TRIALS AND SAMPLES

In some industries it is common for vendors to offer free loaners, demonstrator equipment, trial use, free supplies or other promotionals. These offers are sales tactics and acceptance of such "free" equipment, supplies or services may or may not be to the City's the best interest.

Any department that receives a "free" offer should contact Purchasing for assistance. The offer will be evaluated and other alternatives will be considered which may better meet the department's needs. If the offer is in the best interest of the City, Purchasing will advise the department.

City departments shall not accept offers from vendors for free repair or services of any kind until a "no charge" Purchase Order is issued to cover the work to be performed or otherwise approved by Purchasing. The Purchase Order contains terms and conditions designed to protect the City from claims for damages resulting from injuries and accidents that might occur while work is in progress.

If a product demonstration is required, the demonstration shall be requested, arranged and overseen by Purchasing or their designee.

Occasionally, the City requires bidders to submit production samples of products that the City intends to purchase. For example, samples may be required for new, untried products where workmanship might be a significant factor or in cases when most of the bidders are expected to be distributors who may offer a wide variety of similar products. Failure to comply with a request for submission of a sample may be cause for the bid to be declared non-responsive and subject to rejection.

When samples are required for test and/or evaluation and the product will be consumed, the City may purchase the material. This allows the City the right to use the material as it sees fit and use the results of the tests in any manner it wishes. The determination of whether samples are requested free is dependent upon the reasonableness of the dollar amount and quantity requested. This determination will be at Purchasing's discretion and direction.

The most responsive bidder's sample is retained to compare with the vendor's shipment of the purchased goods. This sample will be returned at the request of the low bidder following acceptance of the total shipment. All other bidders wishing to have samples returned must pick them up at Purchasing within thirty (30) days following award of the bid. Samples not claimed within that period become the property of the City to be disposed of as the City sees fit. Bidders desiring to have samples returned by mail or parcel post must furnish return mail cartons, packing, postage, insurance, etc.

VENDORS AS CONSULTANTS

Departments shall not request nor expect contractors to perform no-cost pre-purchase design, demonstrations, layouts or presentations, as such services cannot be considered when an award of purchase is ultimately made by Purchasing.

When it is necessary to obtain pre-purchase services, these services will be purchased separately from any purchase of equipment, supplies or services. Contact Purchasing for assistance in advance of the need for prepurchase services.

Fair and open competition requires equal treatment for all prospective vendors. No vendor will be given an advantage over another. For instance, a vendor is not allowed to dictate the product specifications, thereby limiting the bidding to only his company's product.

It is the City's policy that contractors or consultants who are paid to write product specifications, prepare bid documents and/or evaluate proposals, or the like, may not also participate as bidders to sell the City the subject product either directly or through business partners, associates or affiliates.

COMPETITIVE SEALED BIDS

Whenever sealed bids are used for goods and services, all bids shall be publicly opened and the dollar amount of each bid shall be read aloud. Bids are then closed for public review after the last person leaves the bid opening, until the contract is awarded. Bids or proposals received at the designated place of opening after the established closing time for receipt of bids, as designated in the invitation for bids, shall not be opened or considered. Except for late bids, it is to be understood that a bid irregularity or minor informality may be waived by the Purchasing Agent when it can be determined that such waivers will not adversely affect the bidding process.

The Purchasing Agent may elect, if it is in the City of Selma's best interest, to accept a bid from a bidder who has not submitted the proper number of copies. A bidder who does not submit the proper number of copies as designated in the invitation to bid may be allowed up to one (1) working day, or sufficient time as deemed necessary by the Purchasing Agent, from the time of bid opening to supply the proper number of copies.

RELEASING BID RESULTS

During the bidding process, each vendor's bid is kept confidential and is not shared with anyone. However, any vendor or member of the public is entitled to review bid results after the bidding process has been completed. There are two ways to obtain this information:

For written, sealed bids, an interested party may be present at the time and date given in the bid document as the "closing date" or "opening date" and request to witness the bid opening from Purchasing.

For any bid or quotation, an interested party may contact the Buyer and make an

appointment to review the bid or quotation file after the award decision has been made.

Purchasing, as a matter of practice, does not normally photocopy bids. However, if an interested party requests photocopies, Purchasing will charge a fee to cover the costs of providing the copies.

LOCAL VENDORS

To provide for the purchase of goods and services by the City, if price and quality are equal, preference shall be given to local vendors and local products.

VENDOR PROTESTS

The procedures for protesting, both before and after an award, are set forth in Chapter 4, Bid Requirements and Procedures, Appeals.

Protests should be made verbally to Purchasing and confirmed in writing to the Purchasing Agent as soon as possible so that an objective decision can be made by the City and costly delays in the acquisition process can be avoided.

CONFIDENTIAL VENDOR INFORMATION

Generally, all information submitted by vendors during the competitive process is public information. "Trade Secrets" are deemed not to be public record.

If trade secret information is included in the bid, bidders must submit the trade secret information under separate cover, plainly marked "Trade Secret" or "Confidential" or "Proprietary Information". This information will be reviewed by Purchasing and referred to the City Attorney as deemed necessary.

Information identified by a bidder as a trade secret and determined not to be in conformance with the trade secrets definition shall be excluded from the proposal unless released by the bidder. Such information will be returned to the bidder, at the bidder's expense and upon written request.

Trade secrets are defined as, including, but not limited to:

Any formula, plan pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce or compound and article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

The City shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof containing trade secret information unless it is (1) submitted under separate cover that is plainly marked "Trade Secret", "Confidential" or "Proprietary Information" on the outside or (2) if disclosure is required under the provision of law or by the order of the Court. Vendors shall be advised that the City does not wish to receive trade secret information and that vendors are not to supply trade secrets unless absolutely necessary.

The Trade Secret Acknowledgment (See Appendix) shall be executed by the bidder as part of his/her response to a City Request for Proposal (RFP) or Request for Quotation (RFQ).

BIDDERS' LIST

Any vendor may apply to be placed on Purchasing's bidders' list. The only requirement is for the vendor to complete the Bid List Vendor Application Form (See Appendix).

Filling out a Bid List Vendor Application Form will not ensure receipt of an Invitation for Bid (IFB), a Request for Proposal (RFP) or a Request for Quotation (RFQ) for the items specified on the application. The City of Selma receives many requests for certain types of goods or services. Due to the cost involved in processing RFP's and RFQ's, the City is unable to send them to all interested vendors. Vendors are encouraged to frequently review the 'Out for Bid' binder in Purchasing's reception area. Specific bids that are requested will be provided.

REMOVAL FROM THE BIDDERS' LIST

Authority and Grounds

After reasonable notice to the vendor involved, and a reasonable opportunity for that vendor to be heard, the Purchasing Agent, after consulting with the City Attorney where appropriate, is authorized to debar a vendor for cause from consideration for award of contracts. The debarment shall be for no more than three years. Additionally, after consultation, the Purchasing Agent is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in any activity that might lead to debarment. The period of debarment or suspension shall be as prescribed by the Purchasing Agent. The causes for debarment include:

Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a City contractor;

Conviction under state or federal antitrust statutes arising out of submission of bids or proposals;

Violation of contract provisions, as set forth below, of a character that is regarded by the Purchasing Agent to be so serious as to justify debarment action:

Deliberate failure, without good cause, to perform in accordance with the specifications or within the time limit provided in the contract; or

A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the vendor shall not be considered to be a basis for debarment;

Any other cause the Purchasing Agent determines to be so serious and compelling as to affect the responsibility as a City vendor, including debarment by another governmental entity for any cause listed in this section; and

Written Decision

The Purchasing Agent shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended vendor involved of their rights concerning judicial or administrative review.

Notice to Vendor

A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended vendor.

Finality of Decision

A decision to debar or suspend shall be final and conclusive, unless the debarred or suspended vendor files a written appeal with the Purchasing Agent or commences a timely action in court in accordance with applicable law. Appeals must be filed within ten (10) days after the receipt of the decision to debar or suspend.

REINSTATEMENT TO BIDDERS' LIST

After the time for suspension or debarment has passed, the vendor may apply for reinstatement to the Bidders' List by submitting a new Bid List Vendor Application to Purchasing.

DOCUMENTING VENDOR PERFORMANCE

A file is established for each vendor on the bidders' list. The file includes the vendor's bid list application form and correspondence regarding performance and attempts to resolve any problems. Correspondence should reference the related purchase order or agreement number and the related bid number, if any.

Performance records for vendors who are not on the bid list should also be maintained in a

vendor file. It will not contain a Bid List Vendor Application form.

All departments are encouraged to document vendor performance in writing and forward a copy to Purchasing.

MINORITY, DISADVANTAGED AND

WOMEN-OWNED BUSINESS UTILIZATION

It is the policy of the City of Selma that business concerns owned and controlled by women and/or socially and economically disadvantaged individuals shall have equal and maximum practicable opportunity to participate in the City's purchasing program.

Definitions

Small Business -Those businesses that fall in the category of small by the Small Business Administration criteria.

Minority Business Enterprise (MBE) -An independent and continuing business for profit, which performs a commercially useful function, and which is owned and controlled by one or more minority group members. For purpose of this definition, minority group members include Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleutians and Native Hawaiians) and Asian-Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States, Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan).

Women-Owned Business Enterprise (WBE) -An independent and continuing business for profit, which performs a commercially useful function, and which is owned and controlled by one or more women.

Disadvantaged Business Enterprise (DBE) -A small business concern which is (a) at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals include MBE's, WBE's and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

Handicapped-Owned Business Enterprise (HBE) -An independent and continuing business for profit, which performs a commercially useful function, and which is owned and controlled by one or more disabled individuals pursuant to the federal ADA Act.

Good Faith Effort

The City of Selma expects all general contractors to solicit minority, disadvantaged and women-owned business firm as subcontractors and materials suppliers. All general contractors should make a good faith effort to work with the City of Selma Purchasing Division to fulfill our joint commitment to these business enterprises. Only through this combined effort can we create a business climate favorable to all citizens of the City of Selma.

Minority Determination

For purposes of determining whether a business is a Minority-Owned Business Enterprise, Disadvantaged-Owned Business Enterprise or a Women-Owned Business Enterprise, the minority or minorities, the woman or women, or a combination of minorities and women as the context requires shall (1) possess legal authority and power to manage business assets, good will and daily operation of the business, and (2) actively and continuously exercise such authority and power in determining the policies and directing the daily operations of the business.

General Requirements

City contracts and City Purchasing Division staff will:
Provide all qualified DBE's an opportunity to bid on any City contract.

Provide one-on-one counseling to DBE's with respect to obtaining bid bonds and performance bonds.

Advertise all upcoming contracts in minority publications.

Take a leadership role in interacting with organizations which promote minority business development such as the Hispanic Chamber of Commerce and the Small Business Development Center

Hold special events to acquaint DBE's with City purchasing procedures and upcoming opportunities.

Coordinate pre-bid conferences to include general contractors and subcontractors at the same time so as to provide opportunities for minority, women and handicapped business owners to meet general contractors.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Policy Statement

It is the policy of the City of Selma to utilize Disadvantaged Business Enterprises (DBE's) and firms as defined in 49 CFR Part 23 in all aspects of contracting, to the maximum extent possible. This policy, which is fully described herein, constitutes policy and commitment to substantially increase DBE utilization in all program activities funded wholly or in part by any U.S. Department of Transportation model element.

This Agency, its contractors and subcontractors, which are the recipients of Federal-aid funds, agree to ensure DBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, this Agency and all of its contractors and subcontractors will take all reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE firms have the maximum opportunity to compete for and perform contracts.

Disadvantaged Business Enterprise Liaison Officer

The City of Selma Purchasing Agent is the DBE Liaison Officer for this agency and shall report to the City Manager. The DBE Liaison Officer shall be assigned such staff as necessary to fully implement the provisions of 49 CFR Part 23 and such other DBE programs as may be required.

Duties of the DBE Liaison Officer

The DBE Liaison Officer shall develop, manage and implement the DBE Program on a day-to-day basis. The Liaison Officer shall:

Develop and carry out technical assistance programs for DBE's.

Arrange solicitations, time for the presentation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of DBE's. Where such changes are found necessary to increase DBE utilization, they will be made in consultation and cooperation with the functional unit involved.

Provide guidance to DBE's in overcoming barriers such as inability to obtain bonding or financing.

Carry out information and communication programs on contracting opportunities in timely manner. Programs shall be bilingual where applicable.

Investigate the services offered by banks owned and controlled by DBE's.

Listing of certified DBE's are to be made available to all project bidders. Such listing will include the following information: Name, address, telephone number, DBE classification and type of work performed by the firm.

Prior to approval of the substitution of any DBE subcontractor for any given project, the prime contractors will be required to provide and prove good faith effort to replace the DBE with another eligible DBE.

Establish a DBE overall annual goal. The goal shall be evaluated annually and adjusted as necessary.

Establish an appropriate individual project DBE goal for each Federal Aid Project advertised.

Perform good faith analysis when the project goal is not achieved.

Maintain such documentation as is necessary to verify performance of all activities included in this program.

Public Notification

Public notification shall include published notice in both a minority and majority local media and shall include the following information:

Annual overall DBE goal.

Notification that a description of how the goal was set is available for public inspection for a period of thirty (30) days.

Notification that both the U.S. DOT and this agency will accept comments on the goal for 45 days from the date of the notice. The notice shall advise interested parties that comments are for information purposes only.

The program will be reaffirmed annually, by public notice, at the time of the publication of the overall goal. If substantial changes are made to this document, the entire document shall be subject to notification as noted above.

In addition to the foregoing, interested DBE and majority contractor organizations will receive direct mailings of this complete program.

Establishment of Goal

The DBE goal will be established both annually (overall) and on a per contract basis. The overall goal will be based on planned contract activity for the coming year. The overall goal established will be subject to methodology and procedures established in 49 CFR Part 23, Subparts (C) and (D) and take effect on October 1st of each year.

The overall DBE goal established with this program is 10%. Individual project goals will be established based on the following criteria:

Attainment of established overall goals.

Size of the project.

Opportunities for DBE's as subcontractors, vendors and suppliers.

Minority population of the geographic area in which the work is to be performed.

DBE goals being utilized in the geographic area by other State Federal or local jurisdictions.

Availability of certified DBE's.

Past experience on projects similar to the project being evaluated.

Such other factors as may affect the utilization of DBE's.

Projects that do not contain a specific goal will contain the following provisions:

Policy. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 40 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement."

DBE Obligation. The recipient or its contractor agree to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, ancestry, religion handicap or gender in the award or performance of U.S. DOT-assisted contracts.

Contract Procedure

These procedures require bidders to submit the names of DBE subcontractors and suppliers, a description of the work each is to perform or material to be furnished, and the dollar value of each DBE subactivity.

DBE Notification

Projects will be advertised in local newspapers and minority-focus newspapers when possible. These ads will include reference to DBE requirements and will indicate the DBE project goal. DBE supportive service assistance centers will receive notification of projects scheduled to be advertised. Such centers will be afforded the opportunity to receive complementary plans and specifications for projects within their geographical area of responsibility.

Selection Criteria for Projects with DBE Goals

Every project containing a DBE goal shall be evaluated by the DBE Liaison Officer or his/her designee to ascertain bidding contractor's efforts to attain the DBE goal. The award of any project must be concurred by the DBE Liaison Officer or his/her designee before said contract may be awarded. Should there be a disagreement between functional units concerning contractor's efforts to attain contract goals for DBE participation, the matter shall be referred to the City Manager or his/her designee, for final determination. Competitors that fail to meet the DBE goal and fail to demonstrate sufficient reasonable good faith efforts shall be declared non-responsive and ineligible for award of contract.

All contracts that contain a DBE goal, pursuant to this policy, will be monitored on an on-going basis by City project personnel during the course of construction. The DBE Liaison Officer is to be immediately advised of any circumstances wherein contractor compliance with the DBE provision of the contract is questionable. The contractor shall submit a final report for each project that includes total payments to the prime contractor, as well as any payments the prime contractor has made to DBE subcontractors, vendors and suppliers. If the report indicates the prime contractor has not achieved project goal, project personnel shall attach an evaluation in narrative form, of the reasons for failure to attain the goal and any corrective action that was taken. Prime contractors will be required to notify the Agency of any situation in which regularly scheduled progress payments are not made to DBE subcontractors, vendors or suppliers.

Counting DBE Participants

This Agency, its contractors and subcontractors shall count DBE participation in accordance with the provisions of Section 23.47, Title 49, of the Code of Federal Regulations.

Records and Reports

The DBE Liaison Officer shall maintain such records, and provide such reports as are necessary to ensure full compliance with this policy. Such records and reports shall include, as a minimum, the following information:

Awards to DBE's.

Awards to majority contractors.

Final project reports concerning DBE Utilization.

Such other data as is needed to fully evaluate compliance with this program.

The DBE Liaison Officer shall submit reports to the California Department of Transportation or U.S. DOT element as required. These reports will include:

Number and dollar value of contracts awarded.

Number and dollar value of contracts and subcontracts awarded to DBE's.

The percentage of the dollar value of all contracts awarded during the year which were awarded to DBE's.

Reports shall be broken down separately by ethnic grouping.

Complaints

Any complaints received by the Agency concerning this program will be investigated. The Agency shall endeavor to resolve said complaints within ninety (90) days of receipt of the

complaint by the DBE Liaison Officer. The appropriate U.S. DOT element will be furnished a copy of the complaint and may be invited to participate in the investigation/resolution of the complaint. The U.S. DOT will receive a complete investigative report on the complaint and may be requested to concur in the proposed disposition of said complaint. The contractor will be directed to notify the Agency of any complaints they may receive concerning this program.

CHAPTER 8

INSURANCE AND BONDS

OVERVIEW

City policy is to require contractors providing services, materials or construction to the City to indemnify and defend the City for claims arising from their performance of the contract and supply proof of insurance coverage to the City. The proof the City requires is usually in the form of certificates of coverage provided by the contractor's insurance broker or carrier. All insurance requirements made of the contractor must appear in the contract, and in the case of a competitive bid, they should also be in the Invitation to Bid or Request for Proposal (RFP).

GENERAL INSURANCE REQUIREMENTS

Most agreements require general liability and workers compensation coverage. In addition, automobile liability, professional liability and/or some form of bond coverage may be required. As a rule, the insurance must be underwritten by a carrier admitted to transact business in California.

The carrier must be able to demonstrate sufficient financial strength to provide the protection the City seeks. Generally, insurers with an A rating in A.M. Best's Guide and a financial size designation of VIII or higher will meet the City's requirements. If departments need to determine the Best's rating on a carrier, contact the Risk Management Division.

In some circumstances, the City may accept carriers with Best's rating other than stated above. The approval of the City's Risk Manager must be obtained prior to acceptance.

The City must also be named as additional insured on the general liability coverage. This provision must be stated in the Invitation to Bid or Request for Proposals. Occasionally, the

insurance carrier will impose an additional charge on the insured to do this. If this becomes an unduly heavy burden on the contractor, contact the Risk Manager to obtain advice on the resolution of this issue. Additional insured coverage must be issued as separate endorsements to be valid.

Sole authority to waive insurance provisions and limits of liability rests with the City's Risk Manager.

LIMITS OF INSURANCE

General Liability

The rule for minimum limits for general liability coverage is \$1 million, per occurrence, combined single limit for bodily injury, personal injury and property damage, with an annual aggregate, if any, of at least \$1 million. Any substantial, ongoing business should carry insurance with these limits. Any variance to these requirements be acceptable to, and must be approved by, the Risk Manager.

Automobile Liability

Contractors who will drive in the course of performing the service or who deliver and maintain a product must maintain auto liability insurance. The limits must be a minimum of \$1 million per occurrence, combined single limit for bodily injury and property damage. Coverage should include any autos, owned autos and hired autos.

Professional Liability Contractors who are required to be licensed by the State of California or by an agency designated by the State to perform their work must maintain professional liability insurance. Examples include doctors, nurses, psychologists, licensed clinical social workers, engineers, architects and attorneys. As a rule, the City requires limits of a minimum of \$1 million per incident and an annual aggregate of at least \$3 million.

Workers Compensation and Employer's Liability

In accordance with the Labor Code of the State of California, every employer must provide workers compensation coverage for his/her employees. Therefore, all contracts with individuals or organizations who have employees must require workers compensation coverage. Many contractors are sole providers and have no employees. These contractors are not required to cover themselves with workers compensation. For that reason, the City has accepted contract provisions indicating the contractor must provide evidence of workers compensation as may be required by the State of California. If there is any question that this coverage may be needed, ask the contractor if he has such coverage, and if so, ask for a certificate of insurance from the workers compensation carrier. If you have any questions contact Risk Management.

Note: In the case of individuals performing services for the City, the contract must clearly state that they are not employees, that they are not entitled to any of the rights and benefits of City employees, that the City does not direct how they perform the work and that the contractor is expected to perform similar work for other individuals or organizations. If the City does not

establish a clear "arms-length" relationship with these individuals through appropriate contract language, they could be deemed to be employees of the City for workers compensation purposes.

INSURANCE CERTIFICATES

Insurance certificates providing evidence of coverage must be provided by the following categories of persons:

Any individual or non-City organization using a City facility.

Any individual performing a service or delivering a product under contract to the City.

Any individual or organization constructing something for the City.

Any agency required to provide such evidence as a condition of participating with the City in any endeavor, such as a joint powers authority.

Responsibility for Obtaining Insurance Certificates

The department designated as contract administrator for each agreement is responsible for obtaining insurance certificates and forwarding them on to Purchasing for review and approval. When Purchasing enters contracts for use by multiple City departments, Purchasing has this responsibility.

Basic Steps for Administering Insurance Requirements

Six basic steps should be followed to assure that each contract and contractor conforms to City policy regarding insurance coverage.

Utilize the current insurance specifications in all contracts.

Inform bidders and contractors of the insurance requirements early in the bid or negotiation process. Include in the information provided, the person and address to which the certificate is to be mailed.

Upon execution of the contract, review the contractor's certificates of coverage to be sure the coverage complies with contract requirements. Notify the contractor promptly if it does not and follow up to be sure that the terms are met before the contractor undertakes any of the work under the terms of the agreement.

Note the expiration dates of the policies. If any expire during the term of the contract, replacement certificates must be obtained to assure continuity of coverage. While this may occur without action by the City, the contract administrator must be ready to require a new certificate. Notification of the need for replacement certificates should be directed to the contractor before the expiration date of coverage.

File certificates with the contract so they will be available for inspection and to use as evidence of coverage in the event of a loss. Copies should also be placed in the bid file.

Notify Risk Management immediately in the event of claims or accidents arising from the work performed under the contract.

DEDUCTIBLE AND SELF-INSURED RETENTIONS

Any deductibles or self-insure retentions must be declared to, and approved by the City of Selma. At the option of the City of Selma, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officials, employees, agents, and contractors, or; the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City of Selma.

SUBCONTRACTORS

Vendors shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements from each subcontractor.

INDEMNIFICATION CLAUSES

Defense and indemnification clauses require the contractor to reimburse the City for any costs the City may incur to defend and/or pay damages to a third party because of the contractor's actions. The City is not permitted to require the contractor to assume the responsibility for the City's actions, but the City can require the contractor to defend it and reimburse it for any loss arising out of the contractor's performance of the contract. See Appendix for the preferred wording of an indemnification clause.

Occasionally, a contractor will demand that the City defend and indemnify the contractor against losses arising from the City's acts. Risk Management must be consulted in these instances.

BONDS

Bonds are policies issued by surety companies which guarantee that the contractor will meet the stated obligation. Except as stated below in the payment bond section, Purchasing decides whether to include bonds in the bid requirements or not.

Types of Bonds

The surety bonds which are most likely to be used by the City are:

Fidelity Bond

Reimburses an employer for loss sustained because of dishonest acts of employees covered by the bond.

Bid Bond

Guarantees that a contractor will enter into the contract under consideration if it is awarded to him/her and that he/she will comply with all terms and conditions of the bid or proposal.

Payment or Labor and Materials Bond

Guarantees that contractors will pay their subcontractors, employees and suppliers for labor, services and goods provided in performance of contracts for "public projects". Payment bonds should be required for all contracts valued at more than \$25,000.

Performance Bond

Guarantees performance by the contractor of all work under the contract, including replacement or repair of any defective materials or faulty workmanship and compliance with all the terms and conditions of the contract.

City Standards for Acceptable Surety Companies

For contracts *under* \$250,000

Either a California Admitted Surety OR current Treasury Listed Surety (Federal Register) to its specified dollar limitation. AND a current A.M. Best A:VIII rated surety

OR

In lieu of 1 and 2, a domestic or foreign company of equal stability that is approved by the City's Risk Manager.

For contracts in *excess* of \$250,000

Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register) to its specified dollar limitation AND a current A.M. Best A:VIII rated surety

OR

In lieu of 1 and 2, a company of equal financial stability that is approved by the City's Risk Manager.

BASIS OF PAYMENT AND DELIVERY OF MATERIALS AND EQUIPMENT

Under the Uniform Commercial Code, absent any statements to the contrary, the presumed place of delivery is the seller's place of business or the location of the goods. The implication is that title to materials as well as all related risks of loss and damage become the responsibility of the buyer at the location where the title transfers.

As a rule, the City requires that materials and equipment purchased be delivered "FOB Destination". This means the purchase price includes delivery of the item and the City takes title to it when it is received on City premises. If a seller insists on shipping "FOB Shipping Point" the City takes title to it when it leaves the sellers dock and assumes the risk of loss during transit. Should that occur, Purchasing and/or Risk Management should be consulted to determine the prudence of securing transit insurance.

NEED FOR WRITTEN PURCHASE ORDERS OR CONTRACTS

Under the Uniform Commercial Code, oral contracts for sums over \$500 are generally unenforceable in court. This means that, absent a written contract, the City of Selma may have difficulty enforcing the insurance provisions necessary to protect the City against loss. The Uniform Commercial Code has been adopted by all fifty states.

Annual contractual purchase order agreements provide an umbrella for all purchases and include appropriate risk transfer and liability statements.

RECORD RETENTION

Insurance certificates must be retained for a period sufficient to assure their availability in the event of a claim. Some exposures have a longer discovery period than others. The following record retention schedule is recommended:

Type of Contract Retention Period

Construction

Minor (Less than \$50,000) 10 years

Major (More than \$50,000) 25 years

Non-Professional Services

Furnish and install contracts 3 years

Purchase orders 3 years

Professional Services*

Medical services 10 years

Engineering, Architectural 25 years

Legal 10 years

All others 5 years

*Professional liability coverage is written on a "claims made" basis and must be in force when the City makes a claim against the contractor. Maintenance of certificates will be of value if the contractor uses the same carrier for long periods.

CHAPTER 9

INVENTORY CONTROL FIXED ASSETS, AND SURPLUS EQUIPMENT

OVERVIEW

Disposition of surplus City property will be accomplished through the Purchasing Division. Property will be disposed of by the following methods.

Trade-in on new equipment.

Sale at public auction.

Sale by sealed bids.

Junking (using as spare parts).

Sale as scrap.

Donation to non-profit organization

TRADE-INS AND DISPOSAL OF EQUIPMENT

Trade-ins

Departments are encouraged to trade-in equipment that is being replaced at the time of the new equipment acquisition. Trade-ins earn credits against the purchase of the new item, transfer moving and storage costs to the vendor and result in faster, less costly disposition of unwanted equipment than the sealed bid or auction processes. Trade-ins must be processed through Purchasing.

To trade in a unit, the department should attach to the requisition for new equipment purchase, Property Activity Form listing the equipment to be traded-in.

Purchasing will ask for bids on the trade-in as a part of the bid for the new equipment. After award of the purchase order, refer to the related purchase order number, attach a copy of the purchase order to the Property Activity Form and send to Purchasing to add the new item to inventory.

SALE, SCRAP OR DISPOSAL OF CITY OF PROPERTY

The Purchasing Agent is responsible for management of surplus property. Only the City Council, City Manager and Purchasing Agent have the legal authority to sell or otherwise dispose of personal property owned by the City.

Departments with personal property that is no longer useful should use the following procedure:

Who What

Owning Department Notifies Purchasing of materials and equipment to be surplussed. Purchasing will make a recommendation on the best disposal method.

For surplus property, sends an Property Activity Form to Purchasing describing the equipment or material, including serial number, location, date available, person to contact and their phone number, and fixed asset identification number, if applicable. Purchasing will sign and return two copies of the form to the department. Properly stores the surplus item(s) to prevent loss. Department Head or appropriate Fund Manager signature is required on the Property Activity Form.

Delivers item(s) to storage location when instructed to do so or contacts the Building Maintenance Division to schedule pickup. One copy of the signed Property Activity Form should accompany and be securely attached to, the item. Notifies Purchasing before delivering item(s).

If surplus equipment was obtained with a grant, states the disposition requirements on the Property Activity Form.

Purchasing Forwards a copy of the Property Activity Form to the Finance.

Transfers surplus property in Purchasing's possession to other City departments upon request.

Sell surplus equipment at auction or by sealed bid; sealed bids are opened on the due date in the presence of witnesses. Sell recyclable materials to scrap dealers. Also conducts other public sales. Complies with applicable state or federal regulations if the surplus equipment was acquired with a grant.

Maintains records of sales and advises the Finance Department of fixed asset disposition as appropriate.

Maintains record of surplus property on hand.

Collects revenues from sales and prepares deposit. Credits revenue, less 10% handling fee, to appropriate fund.

CHAPTER 10

COST CONTROL METHODS

PLANNED PURCHASES

Planned purchases save money by:

Allowing time to write a clear, non-restrictive, competitive specification by performance or design that eliminates unneeded features and function.

Allowing time to ask for, receive and evaluate competitive bids.

Making it possible to consolidate needs. This can result in volume discounts and reduce the frequency of, and therefore the cost of, rebidding, re-ordering and delivery.

Making it possible to accept the low bid with standard delivery time rather than accept a higher bid with shortened delivery time. Fast availability tends to cost more.

To plan purchases, departments must take responsibility for monitoring the stock of frequently used supplies and must determine reorder points. A reorder point is the point when there is enough stock left to last until the replenishment supplies can be requisitioned and received. If the supply item is a critical one, the reorder point should be increased with additional amount of "safety stock". Safety stock is an amount that would prevent running out of stock if the replenishment takes an unusually long time for some unforeseen reason.

SPECIFICATIONS

Specifications can be used to minimize cost if they are written to describe the most basic item that will meet the need; the process of writing a specification to eliminate unneeded features is called value analysis.

When value analysis is used to specify an item that has multiple users in the organization, it is called standardization. Standardization minimizes cost by simplifying the product, by reducing the number of versions of a common item that must be bought and stored, by consolidating volume and by increasing availability. "Availability" refers to availability in the market place; standard, high-demand items are sold by more vendors, than are custom or low-demand items. Increased availability results in increased competition, lower prices and shorter lead times. See Chapter 2, Specifications, for detailed information.

COMPETITION

A basic principle of public purchasing is free and open competition. Competition drives down price when it is between sellers of the same product and when it is between sellers of "equal" products. "Equal" products perform the same function as the product named in the specification, include the required features and are judged to be equal in value, utility and use to the product named by the City.

Competition is enhanced by non-restrictive specifications, by allowing adequate time for bidding and by inviting an adequate number of interested vendors to bid.

The bidding process allows each vendor a chance to submit his/her best price for the item without knowledge of the other vendor's offers. Favoritism toward any vendor is strictly prohibited.

FREIGHT AND SHIPPING CHARGES

When making purchases, freight, handling and other related costs incurred to place the purchased item in working order should be included when determining bid price. In determining freight charges, the cost of transporting an item from its "shipping point" or "point of origin", to the buyer's receiving point or "destination" must be considered during the bid process in order to determine the actual bid. There are two main methods used in determining freight charges. FOB (Free on Board) Destination and FOB Shipping Point. FOB Destination indicates that title does not pass to the City until we receive the goods at the delivery address stated on the purchase order. FOB Shipping Point indicates that title passes to the city when the vendor delivers the goods to the carrier. There are six variations of these two methods that are used as follows:

1. FOB Shipping Point, Freight Collect

- a. Buyer obtains title (owns goods in transit)
- b. Buyer pays and bears freight charges, freight charges not added to the invoice
- c. Buyer files claims for damaged goods, if any.

2. FOB Shipping Point, Freight Prepaid and Allowed

- a. Buyer obtains title (owns goods in transit)
- b. Seller pays and bears freight charges, freight charges are not added back to the buyer's invoice
- c. Buyer files claims for damaged goods, if any

3. FOB Shipping Point, Freight Prepaid and Charged-Back

- a. Buyer obtains title (owns goods in transit)

- b. Seller pay freight charges
- c. Buyer bears freight charges, which are charged back to the invoice
- d. Buyer file claims for damaged goods, if any

4. FOB Destination, Freight Collect

- a. Seller retains title (owns goods in transit)
- b. Buyer bears freight charges, freight charges not included on invoice
- d. Buyer pays freight charges
- e. Seller files claims for damaged goods, if any

5. FOB Destination, Freight Prepaid and Allowed

- a. Seller retains title (owns goods in transit)
- b. Seller bears freight charges, freight charges not include on buyer's invoice
- c. Seller pay freight charges
- d. Seller files claims for damaged goods, if any

6. FOB Destination, Freight Prepaid and Charged

- a. Seller retains title (owns goods in transit)
- b. Seller pays freight charges
- c. Buyer bears freight charges, freight charges added to buyer's invoice
- d. Seller files claims for damaged goods, if any

Usually, the party holding title bears the risk for loss or damage to the goods and must file claims, if any, for such loss or damage.

As a rule, the City requires that materials and equipment purchased be delivered "FOB Destination". This means the purchase price includes delivery of the item and the City takes title to it when it is received on City premises. If a seller insists on shipping "FOB Shipping Point" the City takes title to it when it leaves the sellers dock and assumes the risk of loss during transit

Whenever a bid is received it should include an actual or a "not to exceed" freight amount whenever freight is included with the bid price. In addition, bidders who bid FOB Shipping Point should be required to list the city and state of the shipping point. This will give the buyer an idea how long to expect the goods to be in transit, whether the stated freight fee is accurate and

whether a less expensive mode of transportation could be used.

Whenever an order is marked rush and must be delivered immediately, the buyer should determine exactly when the goods must arrive and work with the vendor to choose the best freight method. Air freight is not automatically the fastest form of delivery. Care should be taken that a significant premium for air freight is not made for normal delivery time.

Purchase orders based on FOB Shipping Point should include freight costs. The freight costs should indicate whether it is a firm cost or a not to exceed amount. This information will help prevent overcharges for freight.

If both buyer and vendor have agreed to a specific shipping mode, this should be noted on the purchase order in the description area. The shipping instructions, along with the particulars of the terms, should be included

PRICE AUDITING

Payment documents should be properly completed by the departments. This process should include using invoices, purchase orders, requisitions, and other documentation that is available to determine the proper purchase price. Departments are also responsible for verifying that the purchased item has been received as ordered.

Once the payment document has been completed, it is forwarded to Purchasing, who is responsible for performing a pre-audit prior to forwarding it to Accounts Payable who is responsible for processing the payment based on accurate and complete information received from the departments. In determining the reliability of this information, payment documents are audited for accuracy, completeness and proper authorization. Payments for contracts that do not agree with the contract pricing will be forwarded to Purchasing for approval.

PROMPT PAYMENT DISCOUNTS

Vendors frequently offer an additional cash discount to encourage prompt payment of an invoice. The City encourages departments to take advantage of the extra cost savings by taking the cash discount. In addition, contracts should be written to indicate no less than a thirty (30) day window for payments to be made from the date the invoice is received. Vendors who indicate a requirement to receive payment in less than 30 days must receive prior approval from the Finance Department.

CHAPTER 11

RECEIVING PROCEDURES

AUTHORIZED RECEIVING POINTS

Each department is responsible for receiving goods. To be effective, each department must:

Limit the points to which goods may be delivered to avoid misdelivery of goods, lost or stolen goods and lost or misplaced documentation.

Limit the number of people authorized to sign for deliveries and ensure that they are aware of the correct receiving procedures, as described in this section.

Whenever possible, ensure that three different individuals are involved in the receipt/payment process. However, a minimum of two different individuals is required.

- a. One to sign/authorize the requisition.
- b. One to physically inspect and sign for the goods received.
- c. One to authorize payment (may be the same person as "a" above).

The ordering department is obligated to accept delivery of any merchandise which has been ordered in accordance with purchasing procedures. If there is a change regarding the need for the items, the department should immediately contact Purchasing to make other arrangements. ONLY PURCHASING HAS THE AUTHORITY TO MODIFY OR CANCEL PURCHASE ORDERS. It should be realized that there may be a restocking charge if the items must be returned through no fault of the supplying vendor. The City's failure to accept and pay for ordered goods is a breach of contract.

RECEIVING GOODS FROM THE CARRIER

Avoid accepting delivery of any merchandise until adequate identification from the packaging or delivery tags is obtained. A purchase order number or other suitable identification indicating that the merchandise should be delivered to the department, must be in evidence before the shipment is accepted.

Sign only for the number of boxes or parcels which are received from that carrier and which are listed on the delivery tag (carrier's receipt) which accompanies the delivery.

NOTE: The receiver is not signing as to the condition of the merchandise inside the box or parcel, but should note any exterior damage, including unsealed packaging, on the delivery tag before signing. The receiver should not refuse a shipment because of apparent damage. This may result in storage fees to the City.

In cases of known damage (apparent at the time of delivery):

Note on both copies of the delivery tag (carrier's receipt) "case damaged in shipment" and, if the item is visible and the damage is visible, also include "item visibly damaged".

Obtain signature from carrier on both copies of the delivery tag before signing for receipt.

Return one copy of the receipt to the carrier.

Retain a copy of the receipt for the Finance Department files.

INSPECTING GOODS AFTER DELIVERY

Inspect the merchandise *promptly* after receipt. Inspections of items received and determination of compliance with the ordering description or specifications are the responsibilities of the ordering department.

Check merchandise received against the packing slip and the purchase order.

NOTE: If copies of invoices are received, they should be immediately forwarded to the person in the department who is authorized to make payments.

Post any partial deliveries received on a copy of the purchase order.

The receiver should keep all packing materials and merchandise and report the damage to the vendor immediately. If the problem is not resolved, contact Purchasing.

WARNING: Do not destroy damaged item(s) or any packaging materials.

Notify the vendor and the Finance Department if the quantity received is different from the quantity stated on the purchase order and no back order quantity is shown on the packing slip.

Purchasing need not be notified when the purchase order quantity states that the quantity is approximate or states that an over-shipment of a certain amount is acceptable and the quantity received falls within that range. In this event, the quantity on the receiving copy of the purchase order should be changed by the receiving department to agree with the quantity actually received.

If unable to resolve discrepancies with the vendor, notify Purchasing immediately.

LOST/DAMAGED GOODS

Usually, terms are FOB Destination and the seller holds title during transit. In this case, the receiving department shall notify the vendor of the loss, ask for replacement goods and give the vendor information to aid in filing a claim with the carrier. There will be no additional cost to the City. FOB Destination is the City's preferred method of shipment because the City's liability for lost or damaged goods is limited.

If shipping terms are FOB Shipping Point, the City owns the goods in transit. Therefore, the receiving department will file a claim with the carrier. If the goods must be replaced or repaired in the meantime, the City will have to pay the additional cost pending reimbursement by the carrier for the loss or damage.

INCORRECT GOODS

If the goods shipped do not comply with the purchase order, the receiving department will ask the vendor to bring them into compliance.

If the vendor fails to do so within a reasonable time, the receiving department will notify Purchasing. Purchasing will notify the vendor of the breach of contract.

It is the receiving department's responsibility, to notify Purchasing of the need to charge the defaulting vendor with any additional cost experienced by the City due to the breach of contract.

CHAPTER 12

PAYMENT PROCEDURES

OVERVIEW

Due to the large number of document processed by the Finance Department, it is extremely important to promptly verify all goods received and prepare payment documents as soon as possible. This prompt receipting of goods and the subsequent preparation of the payment

documents ensures that the payment will be processed timely and in a manner allowing the City to maximize discount terms. Payment documents that include discounts should be special handled by both the department receiving the goods and the Finance Department to ensure that payments will be processed in time to receive the discount.

Generally, invoices are sent by the vendor to the Finance Department. The requesting department verifies that all goods have been received and compares any packing slips or shipping documents with the purchase order. If the goods received agree with the purchase order, the receiving copy of the purchase order is processed for payment.

If there is a problem with the merchandise, i.e., damaged items, an incomplete order, incorrect items received or any other problem, the vendor should be notified and the problem corrected before the payment document is prepared (this does not apply to partial shipments).

If the problem cannot be corrected, contact Purchasing for assistance.

VENDOR RESPONSIBILITIES

1. Packing Slip: A packing slip should be included with each shipment. The related purchase order or contract number and the purchase order line item numbers should be referenced.
2. Invoices: Should refer to the purchase order number. Invoices which do not show a valid purchase order number should be directed to the vendor. Invoices should be mailed to the "Billing Address" shown on the purchase order.
3. Invoice Errors: Invoice pricing, terms and conditions must be consistent with the purchase order. Incorrect invoices should be credited by the vendor in their entirety and re-issued. Contact the Finance Department Accounts Payable Division for assistance.

PAYMENT PROCESS

Advance payments by the City are legally permitted, but discouraged and shall be made only when necessary (refer to procedures for Request for Check in this Chapter). So the City may realize income through investment of temporary excess monies, contracts or agreements containing provisions for advance payments shall provide for small periodic payments which are tied to delivered goods or services, rather than total contract price or lump sum advances.

The following details the major steps in the payment process, which by necessity is related to the receiving procedures. Questions not answered in this section should be addressed to Purchasing.

REGULAR PURCHASE ORDERS

The Purchase Order serves as the receiving report. After the Purchase order has been printed and prior to being returned to the department, it will be stamped by Purchasing with a payment record and a receipt record.

1. Receiving Requirements -The person receiving the delivery of materials or services shall, immediately upon receipt of goods, complete the receiving report by verifying the actual count of the items delivered. The payment record should be completed and the count should be recorded on the receiving report, along with the date of receipt, and then signed-off by the receiver. The invoice should be authorized for payment by the Department/Division Head and attached to the receiving report prior to sending to Purchasing for pre-audit.
2. Routing the Receiving Report -When the information has been added to the receiving copy, it should be forwarded to the Purchasing Division, along with the packing and freight slips (if any) and the invoice. (Note: All invoices should be date stamped upon receipt by the department) Delays in routing the receiving report may result in a loss of discounts or the City being charged a finance charge. Both instances are unacceptable. Purchasing will forward the receiving report and invoice to Accounts Payable for payment after pre-auditing the documents.
3. Partial Shipments (receipts) -There will be instances when partial shipments are received. In these cases, the department should record the receiving and payment information on the receiving copy of the P.O. and forward a photocopy of the receiving report, with any packing and freight slips and the invoice. The original copy of the receiving report will be retained by the department until the final shipment is received and then it will be forwarded to Purchasing with the final invoice, to be processed for payment as detailed in item #2.

PURCHASING CARD

The Purchasing Card Transaction Log should be filled out each time a purchase is completed using a Purchasing Card. The receipt should be placed in the Purchasing Card envelope. At the end of the month each employee holding a Purchasing Card will receive a statement. It is the employee's responsibility to reconcile the statement to the collected receipts. After reconciliation, the employee shall certify by signing the statement in the appropriate place, that the purchases were true, valid and strictly for City use. The Purchasing Card Transaction Log, Statement and receipts should be forwarded in the Purchasing Card envelope to the employee's Approving Official who will review the purchases prior to forwarding the packet to the Finance Department Accounts Payable Division.

BLANKET PURCHASE ORDERS

The person receiving the materials or services under the provisions of a Blanket Purchase Order shall obtain at the time of purchase or delivery, a fully itemized invoice. This invoice will be stamped for payment by the department and routed to the Accounts Payable Division by the next working day.

DEPARTMENT PURCHASE ORDERS

Department Purchase Orders should be processed for payment in the same manner as Regular Purchase Orders. Once the item has been purchased, the signed and itemized invoice should be attached to the receiving copy of the Department Purchase Order, authorized for payment by the

Department or Division Head and forwarded to Purchasing for pre-auditing. Purchasing will forward the audited documents to Accounts Payable for posting to the Financial Management System and payment.

CONFIRMING AND EMERGENCY PURCHASES

While the need for an occasional confirming or emergency purchase is recognized, the practice shall be limited as much as possible by anticipating needs in time for the use of regular purchasing procedures. Emergency orders differ from confirming orders in that informal or formal contract procedures are often dispensed with in emergency situations (i.e., dollar limits, bidding process, etc.). Ordinary confirming POs are limited to the \$1,000 amount unless three quotes have been obtained prior to requesting the P.O. number.

Procedure for Confirming Purchase Orders

In those times when a confirming P.O. is necessary, the department shall contact Purchasing and obtain a purchase order number. The department shall still be required to complete a requisition for the purchase (referencing the P.O. number), which will subsequently be converted to a

P.O. by entering it into the FMS. The P.O. number must be referenced on the requisition. The requisition must be prepared no later than the following working day and shall contain the phrase "CONFIRMING ORDER DO NOT DUPLICATE". The department will then follow the procedures for payment outlined for "Regular Purchase Orders".

Procedure for Emergency Purchase Orders

During regular working hours, the using department must call the Purchasing Division, advising of the emergency which has arisen, and shall request a purchase order number. Purchasing shall confer with the using department to determine if bidding/quote procedures and P.O. dollar limits can be waived. On the day following the emergency, the requisition shall be prepared and processed as usual. The requisition shall contain the phrase "CONFIRMING EMERGENCY PURCHASE". The P.O. number must be referenced on the requisition.

During other than normal working hours, the using department shall obtain the material or service needed. On the day following the emergency, a requisition shall be prepared and processed as usual. The invoice or delivery slip shall accompany the P.O. receiving report. The requisition shall contain the phrase "CONFIRMING EMERGENCY PURCHASE". A brief report including the date, time and nature of the emergency shall accompany the receiving report and invoices when routed for payment.

Problem Areas in Payment Processing

A number of problems on a payment document can cause a payment to be delayed. For example:

No authorized signature included on the payment document. All invoices must be signed-off

for payment by the Department or Division Head. All receiving documents must be signed-off by the person receiving the goods.

No contract on file and efforts to locate a copy of the contract are unsuccessful.

Incorrect or no contract or bid number on payment document.

Invoices or other source documentation do not match the payment documentation. This can include missing invoices, missing invoice pages, invoice totals do not match the receiving report, the vendor name on the receiving copy of the P.O. does not match the vendor name on the invoice.

CHAPTER 13

FEDERAL, STATE AND LOCAL TAX REQUIREMENTS

SALES AND USE TAX ON TRANSPORTATION CHARGES

The sales tax rate for City of Selma purchases is 8.48%.

Depending on how freight charges are billed, they may be subject to sales tax. The following charges for freight are not taxable: Separately stated charges, direct delivery to purchaser by U.S. mail, independent contractor or common carrier and actual freight charges are borne by the purchaser. These charges could be either FOB Destination or FOB Shipping Point as long as transportation costs are not fixed and are the responsibility of the purchaser and are explicitly separate from the cost of goods purchased.

"Delivered Price", but transportation charges are separately stated, shipment is directed to purchaser, and transportation occurs after the seller completes physical delivery per contract requirements, i.e., FOB Shipping Point.

Delivered by seller's own facilities, but transportation charges are separately stated, shipment is directly to purchaser and transportation occurs after title has passed to the purchaser per an explicit written agreement between seller and purchaser, i.e. FOB Shipping Point.

The following charges are taxable:

Transportation charges are not separately set forth in the purchase order, contract for sale or

invoice.

Transportation charges which are "incoming freight" such as shipment to the retailer, to the retailer's agent or the retailer's representative.

Delivered price which is also FOB Destination.

Transportation by seller's own facilities without any explicit written agreement regarding when title passes.

Transportation by seller's own facilities with FOB Destination terms.

LIABILITY FOR SALES AND USE TAX

Sales tax is a liability of the seller and is paid for the privilege to sell tangible personal property at retail within the State of California. Sellers who conduct business within California, i.e. have employees, offices, stores or warehouses in California must register with the State of California Department of Revenue to collect sales tax.

Sellers may add sales tax to the selling price or include it in the selling price; either way, the amount must be remitted to the State by the seller. The buyer is not liable to the State for uncollected sales tax unless the buyer caused the seller to erroneously believe the buyer was exempt from paying sales tax.

Use tax is an excise tax imposed upon the purchaser of goods for storage, use or consumption of goods in California. The City pays use tax directly to the State of California in lieu of paying sales tax whenever it buys tangible personal property from an out-of-state vendor who is not registered to collect California sales tax or whenever an in-state vendor does not charge the proper sales tax rate. Use tax is a liability of the buyer and not of the seller.

ITEMS EXEMPT FROM SALES AND USE TAX

Generally, the following items are not taxable. However, frequent changes by the State of California, as a result of court cases, can cause additions or deletions in the list.

Labor on repairs when stated separately.

Installation labor.

Parts covered by a maintenance agreement.

Purchases for resale.

Professional services.

Transportation, shipping and freight charges from common carriers when itemized separately

from the purchase price.

Advertising.

Purchases of property to be resold to the United States Government.

Subscriptions to newspapers, newsletters and other periodicals when they are published at stated intervals of at least four times per year but not more than sixty times per year.

Software downloaded via modem to the City's computer system.

MINIMIZING SALES AND USE TAX

Sometimes knowledge of tax laws will allow the City to reduce the amount of sales or use tax which is due and payable. For example, if lubricants are purchased in barrels and the empty barrels are returned to the vendor for credit, tax is only paid on the contents of the barrels and not on the purchase price of the barrels.

Since tax laws are revised frequently, when in doubt as to whether an item is taxable or not, contact the State of California Franchise Tax Board

SHOWING SALES AND USE TAX ON PURCHASE ORDERS

Purchase orders must specify any applicable state and local taxes or the use tax unless the items are for resale.

If the items on the purchase order are for resale, the City's seller's permit number should be shown on the purchase order.

FEDERAL EXCISE TAXES

The City does not pay Federal Excise Taxes (F.E.T.).

CHAPTER 14

GUIDELINES FOR RETAINING CONSULTANTS TO PROVIDE ARCHITECTURAL, PROFESSIONAL ENGINEERING, LAND SURVEYING, AND DESIGN SERVICES

OVERVIEW

The need for assistance in the performance and delivery of City services will periodically necessitate the utilization of outside service providers. Outside service providers are individuals or companies that provide a service to the City for remuneration such as architects, engineers, land surveying and planning professionals. In general, outside service providers can be classified as:

Contracted Services – Outside service providers who operate within the provisions of a signed contract with the City.

Professional Services – Outside service providers who are typically licensed or certified, usually with advanced educational requirements; they may also be Contracted Services.

Consultants – Outside service providers who are retained for a specific project and a specific time period; they may also be a Professional Service and/or they may be a Contracted Service.

Criteria and Guidelines for Utilization

Outside service providers are utilized when:

Staff resources are not sufficient to perform these services and when the services are not of an on-going nature that would require a full-time employee, or;

Staff does not possess the required expertise, or;

The nature of the services requires third party objectivity, or;

State or Federal law prohibits assigning such services to staff, or;

The required services cannot be provided more economically by staff, or;

There exists an emergency or urgent need for services to preserve public health and safety.

Criteria and Guidelines for Selection

Competitive bidding for specialized services is not in the best public interest because it may lead to employment of the least qualified, rather than the best qualified, as should be the objective. The objective of competitive bidding is low cost. Only when services or a product can be described in sufficient detail, where all parties can bid on the same basis for comparison, should bidding be considered. Professional services in engineering, law, architecture, medicine, land surveying, and planning, to name a few, are not recognized as being amenable to detailed specifications.

One factor – qualifications – far outweighs all other considerations in retaining consultants, especially price. Once qualifications are established, work scope, price and means of compensation can be negotiated with the selected firm; these three items must be in harmony with each other because experience shows that inadequate compensation for the effort expected can lead to inadequate results.

The variety, complexity, size and quantity of annual projects required of the City justifies an efficient procurement effort. The City of Selma is interested in seeking broad competition and encouraging extensive participation by qualified firms. It is therefore incumbent upon the City to minimize the information and effort required to institute a short list. It is the intent of the City of Selma to limit submittals by interested firms. It is believed that this is everyone's best interest and allows for more equal competition between small and medium size firms and large firms that have substantial overhead or public relations budgets. The consultant is expected to extend costs and effort in applying for consideration without any guarantee of success. This would encourage greater participation, reduce cost to both the City and consultant, reduce selection time, and increase the responsiveness of the selection process.

The following guidelines have been developed to establish the City of Selma's policy for selection of consultants. Separate guidelines are established for three levels of anticipated fee:

Informal Selection Process -Anticipated fees at \$50,000 or less.

Semi-Formal Selection Process -Anticipated fees from \$50,001 to \$100,000. This level uses QBS Process.

Formal Selection Process -Anticipated fees over \$100,000. This level uses QBS Process.

Selection factors may include:

Educational background

Experience

Demonstrated record of success

Individuals who will have direct charge of the work

Adequate staffing for the time allowance

Proposed method of addressing the work

Ability to make public presentations

Adequate knowledge of local conditions

Current workload and relationship to proposed project

Demonstrated record of keeping costs within project budgets

Demonstrated support for Affirmative Action by having an Affirmative Action Policy

An outside service provider shall not be selected when a potential conflict of interest exists:

Involvement in a related decision-making process as a member of a

Committee/Commission/Board or a Council member, or;

Potential for additional personal financial gain beyond that resulting from performing the service, or;

Conflict with applicable provisions of the Fair Political Practices Commission and the regulations adopted pursuant thereto.

Local Preference

When the City determines a business within the City of Selma is capable of adequately providing the services being sought by the City, and factors such as cost and quality are acceptable, the City will give preference to the local area business in selection over a non-local competitor.

Local businesses can be selected from a pre-qualified list for special projects. In addition, local businesses should be utilized to the maximum extent possible for those projects of \$50,000 or less.

SELECTION PROCEDURES

Informal Selection Procedure -Anticipated Fees \$50,000 or Less

The highest ranking registered Engineer or Architect in charge of the project shall select a consultant taking into account (a) the nature of the project, (b) the geographic proximity of the consultant to the project, (c) the capability of the consultant to produce the required service within a reasonable time, (d) past performance, and (e) ability to meet project budget requirements.

The consultant will be selected from a list maintained by the Purchasing Division. New consulting firms shall be encouraged to make their capabilities known to the City. Selection of consultants by this method will be made on a rotational basis insofar as practicable; however, professional expertise and experience in the applicable field will be the major criteria for selection on any project.

Maximum Fees Payable to One Person or Firm. Fees paid during the twenty-four month period immediately preceding the negotiation of the contract for professional services performed by any one consultant shall not exceed one hundred thousand dollars (\$100,000) under the informal selection procedure. All firms seeking to render professional services pursuant to this

section shall furnish the City a list of professional services, including fees paid therefor, performed for the City during the fiscal year immediately preceding the fiscal year in which the negotiations are occurring and during the fiscal year in which the negotiations are occurring.

Projects may not be split into small projects for the purpose of circumventing the Informal Selection Process limit of \$50,000.

Effort must be made to distribute contracts fairly and equitably, without favoritism. Effort must also be made to utilize Minority and Women-owned businesses to the fullest extent possible.

The resulting professional services contract shall be approved by the Purchasing Agent.

Semi-Formal Selection Process -Anticipated Fees \$50,001 -\$100,000

(Modified QBS)

The professional community is notified, through advertisement in the newspaper and by other means, of the City's proposed project. Interested consultants will be invited to obtain a Request for Qualifications (RFQ) from the City.

The RFQ will contain a brief description of the project, the estimated budget and the selection criteria. Consultants will also be informed as to what is expected to be in the consultant's submittal.

The highest ranking registered Engineer in charge of the project, or his/her designee, shall implement a modified version of the Qualifications Based Selection process, as detailed in this chapter and develop a short list of at least three (3) firms who appear to have the desired professional expertise, experience and capacity to perform the work. These firms shall be invited to an interview to be conducted by a three (3) member committee comprised of City staff.

The resulting professional services contract shall be approved by the City Manager and the Purchasing Agent.

Formal Selection Process -Anticipated Fees Greater than \$100,000

(QBS Process)

The professional community shall be notified of the proposed project through advertisement in the newspaper and by other means. Interested consultants will be invited to obtain a Request for Qualification from the City.

The RFQ will contain a description of the work to be done, the estimated project budget and other pertinent information regarding the project. The RFQ will define the specific questions to be addressed in the proposal as well as the selection criteria to be used.

The consultants will be informed as to what specific information should be contained in their

written response. Question responses regarding the firms' technical perspective of the project are to be strictly limited to brief statements addressing consultants' general concepts and approach to the project. Detailed, voluminous design information is not desired and will not be considered in the selection process.

A short list of at least three (3) firms shall be developed by either a committee comprised of City staff or by a formal selection committee comprised of City staff and additional experts.

A formal selection committee shall be composed of three (3) or five (5) members. A diligent attempt should be made to obtain committee members who are not City employees (preferably a majority). Potential candidates for the formal selection committee are as follows: (a) City Engineer, Assistant City Engineer, Public Works Official, (b) Outside Public Works Officials, (c) Consulting firm representatives, (d) User department representatives, (e) Members-at large, (f) Public utility official. The committee chairperson shall be a registered professional engineer or architect. If feasible, the committee should be composed of other registered professional engineers or architects.

Debriefing Policy. The City will conduct a debriefing meeting for any consultants interested in attending. The debriefing will focus on the specific items that the selection committee utilized as selection criteria, the procedures used, and an assurance that it was followed consistently with all firms. The debriefing will be limited to a general discussion of what the selection committee used as selection criteria and in which areas firms rated lower than the first-ranked firm.

The resulting professional services contract shall be approved by the City Manager and the Purchasing Agent.

The City of Selma will assist any firm in applying for future jobs with the City by insuring that the opportunity for information is always readily available. Not being selected once, or even several times in a row, is not necessarily a trend of disregard or lack of objectivity.

INTRODUCTION TO QUALIFICATIONS BASED SELECTION

When public officials undertake a construction project, whether it involves a study, new construction or expanding and existing facility, the professional consultant's performance can influence the entire course of the project -financial, feasibility, public response, design, function efficiency, construction costs, operating costs and maintenance costs during the life of the facility. Many public owners do not undertake projects often enough to know how to adequately plan for such a project, or how to go about selecting a professional consultant in the most cost effective and efficient manner.

In October 1972, the federal government enacted Public Law 92-582, covering the selection of architects and engineers based on qualifications. This bill has since been known as the Brooks Selection Bill, as it was introduced by U.S. Representative Jack Brooks of Texas. During years of use throughout the U.S., Qualifications Based Selection (QBS) has proven to be a more efficient and less costly than a selection system using price as its primary criteria.

Qualifications Based Selection (QBS) is a method of procuring professional consultant services which permits the City to tailor the selection process to meet its specific needs. QBS entails a step-by-step process that facilitates the City's selection of a design professional on the basis of qualifications and competence in relation to the scope of the project. QBS meets the City's primary concern to get the best available professional services for the taxpayer's money, and to conduct a fair and equitable selection process.

QUALIFICATION BASED SELECTION PROCEDURES

The QBS process is a two-step process; first the selection of the consultant is made and then the financial arrangements are agreed upon.

QBS evolves from many variables that must be tailored to fit each specific project's requirement and should include all or some of the following steps:

The City identifies the general scope of work.

The projected time frame is established.

A list of professional consultant firms appropriate to the project is compiled.

Letters of Qualification are requested from the identified firms.

Letters of Qualifications are received and evaluated.

A short list of firms to be interviewed is established.

A tour of the site and/or facility is arranged for the short listed firm.

Interviews are conducted and the firms ranked for selection.

A contract is negotiated with the top-ranked firm. If an agreement cannot be satisfactorily negotiated with the top-ranked firm, negotiations are terminated and the City enters into negotiations with the second-ranked firm, and so on down the line, until agreement is reached and a firm is selected.

All firms involved receive post-selection communications.

Developing the General Scope of Work

The General Scope of Work defines the requirements and goals of the project. All services to be provided by the professional consultant, including feasibility studies, design, construction, coordination, budget, development, and funding strategy should be specifically identified in the General Scope of Work.

Establishing a Selection Time Frame

To keep the consultant selection process proceeding smoothly, owners should establish a time frame for completion of the selection process. This will prevent misunderstandings and last-minute "surprises" that might delay or sidetrack the project.

The time frame for each project will differ, depending upon the nature of the project, the concerns of the City, and other factors. In some instances, a tour of existing facilities may be provided to the firms before short listing.

Compiling a List of Design Professionals

Some factors to be considered when compiling a list of consultant firms from which to request Statements of Qualifications include:

The type of firm needed, e.g. architectural, engineering, surveying or related design professionals.

The reasonable number of firms that the owner can evaluate.

The geographic locations and distribution of the firms.

Advertisements for Projects

Placing public notices of projects in newspapers and trade or professional publications allows the City to reach many in the design community and will result in a large number of responses. The advertisement should specify the person to contact in the City to obtain a package of information regarding the project.

Directories

Most professional organizations publish directories or make mailing lists of member firms available. These lists can help the City to identify firms with interest or experience in specific types of projects. Directories can be found in the reference section of the local library or are maintained by the associations, national or state, representing various design professionals. Local telephone yellow pages and other kinds of community business directories can also be used to identify professional consulting firms.

Referrals

To identify firms more selectively, the City may wish to contact other agencies who have recently used professional consultant services on similar projects.

Selection Review Group

A Selection Review Group should be appointed to evaluate qualifications, interview candidates and rank the firms for selection. The group should include a representative from the department responsible for the administration of the consulting contract, as well as a representative from the

department responsible for the project's functions and functionality. In addition, the group should include such other qualified professional individuals who have knowledge or capabilities that are valuable in interviewing the prospective consultants.

On occasion, the City may not have several people with expertise on projects with similar scope to that required for the anticipated project. In this case, it is helpful to enlist the aid of known experts from surrounding public agencies or private consultants to serve as members of the Selection Review Group.

Request for Qualification Documents

A Request for Qualifications (RFQ) can be used to obtain the names and credentials of interested professional firms. The City will also need to advertise for interested design professionals in the local newspaper.

It is essential that all firms receive the same materials so that all firms' responses will be based on the same project specifications and constraints and, therefore, can be compared fairly.

Evaluating Qualifications Submittals

The City policy is that qualifications submittals received after the deadline will not be considered or evaluated.

The number of firms to be included on the short list, and then interviewed, may vary depending on the size and scope of the project. Generally, three to five firms are sufficient.

A sample evaluation form is provided in the Appendix to assist with reviewing and short listing firms based on their qualifications submittals. This form should be tailored to meet specific project needs. A form is also included for checking the references of firms the City is particularly interested in; references should be checked between the time qualifications submittals are received and the time the selection committee meets to develop a short list.

All evaluations should provide equal-opportunity considerations.

Establishing a Short list of Firms to be Interviewed

Based on evaluation of qualifications submittals and reference checks, the City can establish a short list of three to five firms to be interviewed. Because all firms that submitted qualifications committed time and expense to pursue the project, the City should contact the firms not selected for the short list as well as those to be interviewed. The memo sent to the firms not making the short list should express thanks and identify those firms that will be invited to interview. A sample memo is included in the Appendix.

Firms selected for interviews should immediately be sent information regarding interview requirements.

Interviewing Short listed Firms

Purpose. Interviews with the short listed firms let the City compare the firms' different approaches to the project, as well as their interpretations and understanding of the specific project requirements. The City should not expect sketches or other design work for the project at this time. The design requirements for even simple projects can be quite complex, and at this stage, the professional consultant will not be sufficiently aware of the City's needs and requirements to be able to produce a meaningful design solution.

The interviews allow for evaluation of the personal styles of each firm's management and key personnel, and their compatibility with pre-identified criteria for the project. It is imperative that design personnel assigned to the project, as well as key representatives from the firm's consultants, be present at the interview. It is also essential for the project users to be involved in the interviews. Direct interaction between the City/user and the professional consultant is essential for the development of a design that truly meets the City's needs.

Set-up

The physical set-up for the interview should be comfortable, with good acoustics and ample room. A separate waiting area should be provided for other firms to be interviewed. Equipment such as blackboards, flip charts and audio-visual screens probably will be useful if available, although most firms will bring the equipment they will need. Since equipment set-up time will cause delays, two rooms should be used, if possible. If not, interviews should be scheduled far enough apart to allow the prospective firms adequate time to setup their equipment without feeling rushed.

The City may elect to interview the short listed firms in the professional consultant's office. This can provide greater insight regarding the firm's work setting as well as methods, equipment and informational resources, and key team members proposed for the project.

Some Interviewing Guidelines

The following are suggested guidelines for setting up and conducting the interviews.

Interview only the firms communicated with during the selection process, to ensure that all interviewed firms have had equal opportunity to prepare presentations.

Schedule at least 45 minutes for each presentation, and 15 minutes between interviews. It's important to allow ample time for the presentation and question-and-answer period, and also for the committee to discuss the presentation privately before beginning the next interview.

Schedule all interviews on the same day or on consecutive days. This permits the committee to compare all of the interviewed firms while information is freshly in mind, and ensures consistent interview scoring.

The evaluation criteria for the interview scoring system should be communicated to all firms

in advance.

While it is appropriate to question firms about their approach to the design of a project, owners should not ask for an actual solution during the interview. Appropriate and responsive designs require considerable more interaction between the City and design professional than is possible during the selection phase. Preconceived design solutions brought to the table by either the design professional or the City rarely address the true needs of the City's program. Considerable time and effort, however, may be expended trying to salvage preconceived ideas and make them fit the program. This actually impedes progress and prevents the exploration of more responsive solutions to identified design issues.

The City may want to ask how the firms develop an appropriate level of compensation for their professional services. However, compensation amounts are best resolved through detailed discussions with the firm finally selected, and only after there is a comprehensive and mutual understanding of the actual scope of services.

Let all firms know when the selection decision will be made. It is recommended that, if possible, the decision be made on the same day as the interviews, after the committee has had ample time to evaluate all firms.

Use of Technical Proposals

Technical proposals should be required only when the project is well defined, and if the significance of the project justifies the expense and time to the short listed firms and the City. The process will add several weeks, and commensurate cost, to the preparation time for the short listed firms. The City will also require technically-experienced staff, as well as several additional weeks to review the technical proposals.

The technical proposal may be requested from short listed firms. This technical proposal can be used as a forerunner to the interviews, or as a substitute for the interview. The technical proposal should be requested of each of the short listed firms. The request should include the areas to be addressed in the technical proposal.

Ranking the Firms in Contention for Selection

An evaluation form that includes a weight and a score for each criteria or question is useful for evaluating, ranking and, finally, selecting the most qualified firm. Each firm should be evaluated separately by each interviewer during the presentation and interview. When all interviews have been concluded, the head of the selection committee should compile the individual score sheets. This system provides a documented selection process as support for the committee's actions. It is recommended that committee members take the time to achieve consensus rather than just ranking and selecting by majority vote. If technical proposals are included in the process, the results of the review should be incorporated in the evaluation process.

Negotiating an Agreement with the Selected Firm

As soon as possible after the selection, the owner should begin negotiations with the firm deemed most qualified. Normally it is not difficult to reach an agreement on fee, since the QBS process facilitates an early understanding of the project scope and requirements. If agreement on the scope of services and compensation cannot be reached, negotiations with the first-ranked firm should be terminated, and the City should open negotiations with the second-ranked firm.

The following considerations are also suggested:

A detailed and comprehensive scope-of-services should be developed jointly by the City and the top-ranked firm. This is often accomplished through one or more meetings of the professional consultant and the City, after which the professional consultant submits a project and work plan. The work plan should list consultants and the roles and responsibilities of all members of the design team, as well as the responsibilities of the City.

Once there is agreement on the work plan, the design firm should submit its proposal for compensation, to initiate fee negotiations.

A written contract should be used. All contracts must be approved as to form by the City Attorney, the Risk Manager, the Purchasing Agent and signed by the City Manager.

The agreement between the City and professional consultant should ensure that both parties have the same expectations and understanding of the project requirements.

Post-Selection Communications

After interviews and/or technical proposal reviews and ranking are completed, a post-selection memo should be prepared and mailed to all firms that participated in the process. After a contract is awarded, a debriefing for each short listed firm should be provided upon request. The debriefing will include information on ranking and scoring of that firm's proposal.

CHAPTER 15

SPECIAL TYPES OF PROCUREMENT

OVERVIEW

This chapter will provide insight to procurement policies for various nonstandard or *exception* procurements. This chapter will be continually evolving as new and innovative methods of procurement are adopted by the City of Selma.

PROCUREMENT OF USED FLEET VEHICLES

Purpose

The purpose of this section is to outline the procedure to be followed in the procurement of used vehicles for all City departments.

Procedure

The City of Selma frequently supplies its employees with vehicles to be used in the course of carrying out their duties. A staff vehicle can be defined as a non-specialized vehicle (i.e., not a specialized piece of equipment such as a front-end loader) which is used to transport City employees and, on occasion, business associates.

The City has determined that in many instances it is feasible to purchase low-mileage, late model, warrantied, used vehicles rather than brand new vehicles. While, a significant amount of money can be saved in purchasing used vehicles, it is always incumbent upon the City to insure that it is obtaining the best value for its money. As such the following procedure is to be used in the purchase of staff vehicles.

Determination as to whether a vehicle replacement is accomplished with a used or new vehicle shall be a cooperative effort between the Purchasing and Fleet Management staff and the using department. Not all staff vehicles will be purchased used. Vehicle use (how it is utilized and how much it is to be driven) and funding source are to be taken into consideration when determining whether a particular vehicle purchase qualifies under this policy.

Used staff vehicles are to be purchased by negotiation with local car dealers. Only in the case of non-availability of suitable vehicles from local dealers, may the purchase be made from a dealer located outside of the City of Selma city limits.

The following procedures are to be used in the purchase of a used staff vehicle:

Vehicle criteria are established. Criteria shall be based on required use, existing vehicle specifications and funds available for purchase. In most instances, the criteria shall be established and/or approved by the Fleet Manager.

The Purchasing Agent or department representative locates a suitable used vehicle at a local car dealer.

The car dealer completes the required paperwork, identifying the features, warranty and price of the subject vehicle and any trade-in for the vehicle to be replaced. The price of the vehicle to be purchased, including sales tax, excluding trade-in of the used fleet vehicle, may not exceed the approved budget amount.

After the dealer has completed the price quote on the vehicle, the vehicle shall be delivered to the City Shop where it can be physically inspected for mechanical soundness. If determined to be mechanically sound, the Fleet Services Manager will sign-off on the price quote form. The Purchasing Agent or Fleet Services Manager must develop a "Kelley Blue Book" comparison on the subject vehicle and possible trade-in.

The vehicle may be purchased if: (1) the vehicle passes Shop inspection;
(2) the price quoted, including sales tax, excluding trade-in, does not exceed the budget

amount, and; (3) a Kelley Blue Book comparison supports the price quote.

Purchasing will prepare all paperwork necessary to take ownership of the vehicle and relinquish ownership of the trade-in vehicle.

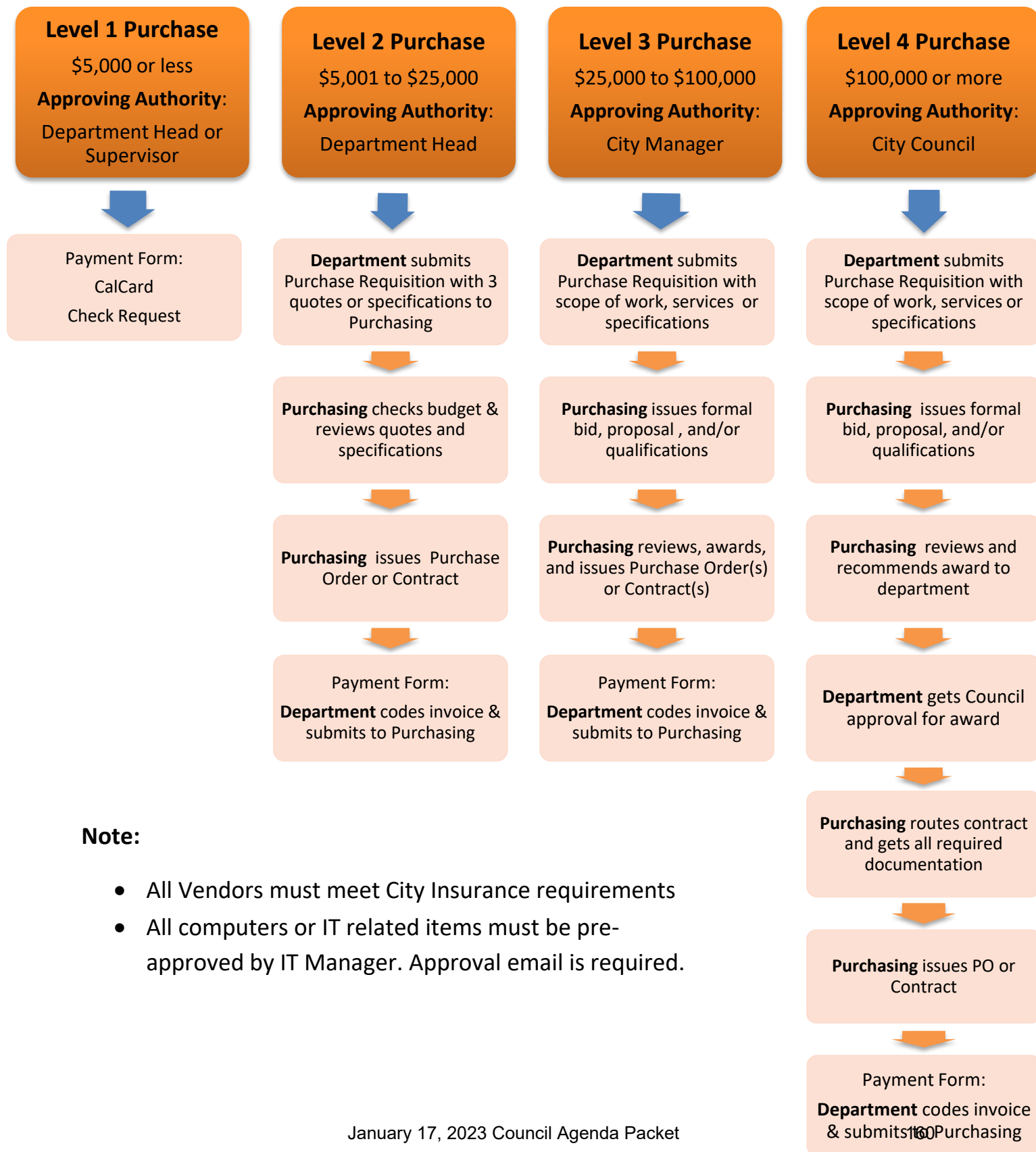
Other Considerations

If vehicles are to be procured outside of the annual replacement process, the same procedures shall apply.

This policy does **not apply to vehicles to be purchased using grant money.**

City of Selma

Purchasing Procedures



Note:

- All Vendors must meet City Insurance requirements
- All computers or IT related items must be pre-approved by IT Manager. Approval email is required.

CHECK REGISTER REPORT

| CHECK NUMBER | CHECK DATE | STATUS | VENDOR NAME | CHECK DESCRIPTION | CATEGORY | AMOUNT |
|--------------|------------|---------|--|--|----------|-----------|
| 80696 | 12/06/22 | Printed | A&S PUMP SERVICE | SET WIRE & PROBE PUMP -W FRONT, REPLACE STOLEN WIRE & TEST PUMPS -W FRONT ST | | 1,193.20 |
| 80697 | 12/06/22 | Printed | ACTION TOWING AND DIVE TEAM | EVIDENCE TOWING -OCT 2022 | | 279.00 |
| 80698 | 12/06/22 | Printed | ADVENTIST HEALTH TULARE | BLOOD/ALCOHOL ANALYSIS -PD | | 695.00 |
| 80699 | 12/06/22 | Printed | NICOLETTE ANDERSEN | COSTUMES & SET SUPPLIES FOR ODEIPUS EL REY - REIMBURSEMENT | | 164.05 |
| 80700 | 12/06/22 | Printed | AT&T | TELEPHONE -NOVEMBER 2022 | | 37.42 |
| 80701 | 12/06/22 | Printed | AT&T | INTERNET SERVICE -WEED & SEED 11/11/22-12/10/22 | | 84.89 |
| 80702 | 12/06/22 | Printed | AT&T | TELEPHONE 10/12/22-11/11/22 | | 50.70 |
| 80703 | 12/06/22 | Printed | AT&T | TELEPHONE 10/12/22-11/11/22 | | 94.96 |
| 80704 | 12/06/22 | Printed | AT&T MOBILITY | TELEPHONE-MDT'S 10/12-11/11/22 | | 1,743.17 |
| 80705 | 12/06/22 | Printed | BENNY BACA / COOL AIR SPECIALTY | START UP HEATERS -ALL FACILITIES | | 3,470.00 |
| 80706 | 12/06/22 | Printed | BANNER PEST CONTROL INC | PEST CONTROL -NOVEMBER 2022 , TREAT INTERIOR -OLD CITY YARD | | 531.00 |
| 80707 | 12/06/22 | Printed | BATTERY SYSTEMS INC. | BATTERIES FOR SCHOOL CROSSWALKS | | 1,167.45 |
| 80708 | 12/06/22 | Printed | MATT BEGINES | REIMBURSEMENT FOR FIRE STATION HEATERS | | 291.50 |
| 80709 | 12/06/22 | Printed | JAY WESLEY BROCK / TOP DOG TRAINING CENTER | K9 MAINTENANCE 11/7/22 | | 180.00 |
| 80710 | 12/06/22 | Printed | TRACY CABATIC | CALPERS TRAINING MILEAGE REIMBURSEMENT | | 36.25 |
| 80711 | 12/06/22 | Printed | CALED | 2022/2023 MEMBERSHIP | | 100.00 |
| 80712 | 12/06/22 | Printed | CALIFORNIA PEACE OFFICERS' | CPOA DUES | | 1,150.00 |
| 80713 | 12/06/22 | Printed | CALIFORNIA WATER SERVICE | WATER SERVICE -OCTOBER 2022 | | 22,426.16 |
| 80714 | 12/06/22 | Printed | CENTRAL SANITARY SUPPLY | JANITORIAL SUPPLIES | | 1,276.29 |
| 80715 | 12/06/22 | Printed | BEVERLY CHO | SENIOR THANKSGIVING LUNCH REIMBURSEMENT | | 1,570.81 |
| 80716 | 12/06/22 | Printed | CISCO SYSTEMS CAPITAL CRP | LEASE-PHONE SYSTEM/BACKUP | | 1,375.84 |
| 80717 | 12/06/22 | Printed | COMCAST | INTERNET SERVICE -NOV 2022 | | 821.45 |
| 80718 | 12/06/22 | Printed | COMCAST | PD TO FCSO -NOV 2022 | | 685.92 |
| 80719 | 12/06/22 | Printed | COMCAST | INTERNET SERVICE -AMBULANCE 1231 ROSE AVE | | 195.75 |
| 80720 | 12/06/22 | Printed | CONSOLIDATED ELECTRICAL | LED WALPACK -FIRE STATION, LIGHTS -BRENTLINGER | | 2,439.11 |
| 80721 | 12/06/22 | Printed | CONSOLIDATED IRRIGATION DIST. | COOPERATIVE AGREEMENT 2021 | | 69,450.00 |
| 80722 | 12/06/22 | Printed | DATA TICKET, INC. | PARKING CITATION PROCESSING OCTOBER 2022 | | 200.00 |
| 80723 | 12/06/22 | Printed | AJAY DAVIS | SOUND ENGINEER FOR SACA'S | | 100.00 |
| 80724 | 12/06/22 | Printed | DEPARTMENT OF JUSTICE | FINGERPRINTS -OCTOBER 2022, BLOOD ALCOHOL ANALYSIS - SEPT & OCT 2022 | | 202.00 |
| 80725 | 12/06/22 | Printed | DOOLEY ENTERPRISES, INC. | AMMUNITION | | 626.75 |
| 80726 | 12/06/22 | Printed | FIRE RECOVERY EMS LLC | AMBULANCE BILLING -OCT 2022 | | 1,737.71 |
| 80727 | 12/06/22 | Printed | FRESNO COUNTY SHERIFF | RMS/JMS/CAD ACCESS FEES OCTOBER 2022 | | 489.74 |
| 80728 | 12/06/22 | Printed | FRESNO COUNTY TAX COLLECTOR | PROPERTY TAX/SEWER 1st INSTALL 2022/2023 | | 257.97 |
| 80729 | 12/06/22 | Printed | FRESNO ECONOMIC OPPORTUNITIES | SENIOR MEALS -OCTOBER 2022 | | 3,700.11 |
| 80730 | 12/06/22 | Printed | FRESNO OXYGEN | OXYGEN RENTALS | | 346.23 |
| 80731 | 12/06/22 | Printed | GAR BENNETT LLC | PVC CEMENT/PRIMER -STOCK, COMPRESSION COUPLINGS - SHAFER | | 401.21 |
| 80732 | 12/06/22 | Printed | GATEWAY ENGINEERING, INC. | FINAL DOCUMENT PREP FOR FRESNO COUNTY | | 3,200.00 |
| 80733 | 12/06/22 | Printed | GEIL ENTERPRISES INC | JANITORIAL SERVICES -NOV 2022 | | 4,327.00 |
| 80734 | 12/06/22 | Printed | HENRY SCHEIN INC. | MEDICAL SUPPLIES | | 1,739.87 |
| 80735 | 12/06/22 | Printed | RAUL R HERRERA JR / ECN | POLYGRAPH SERVICES 11/8/22 | | 250.00 |
| 80736 | 12/06/22 | Printed | POLYGRAPH & INVESTIGATIONS | | | |
| 80736 | 12/06/22 | Printed | JAM SERVICES, INC. | YELLOW PEDESTRIAN PUSH BOTTONS W/ REVERSIBLE SIGNS | | 672.55 |
| 80737 | 12/06/22 | Printed | KOEFRAN INDUSTRIES, INC. | EMPTY ANIMAL CONTROL FREEZER | | 163.86 |
| 80738 | 12/06/22 | Printed | TIM J LAW / LAW & ASSOCIATES | LAW ENFORCEMENT BACKGROUNDS | | 3,800.00 |
| 80739 | 12/06/22 | Printed | INVESTIGATION | | | |
| 80739 | 12/06/22 | Printed | LIEBERT, CASSIDY, WHITMORE | LEGAL FEES -OCT 2022 | | 1,180.50 |
| 80740 | 12/06/22 | Printed | LIFE-ASSIST INC. | MEDICAL SUPPLIES | | 341.05 |
| 80741 | 12/06/22 | Printed | LISBETH MARTINEZ | SENIOR CENTER SUPPLIES REIMB. | | 272.52 |
| 80742 | 12/06/22 | Printed | MCCORMICK, KABOT, JENNER & LEW | LEGAL FEES -OCT 2022 | | 8,024.15 |
| 80743 | 12/06/22 | Printed | METRO UNIFORM | BALLISTIC VEST, PD REVOLVING ACCT | | 2,247.35 |
| 80744 | 12/06/22 | Printed | METROPOLITAN TRANSPORTATION | STREETSAYER SUBSCRIPTION | | 2,000.00 |
| 80745 | 12/06/22 | Printed | ANNA MULDERRIG | SENIOR TRIP -HARD ROCK CASINO | | 1,125.00 |
| 80746 | 12/06/22 | Printed | NATIONAL BAND & TAG COMPANY | 2023 DOG TAGS | | 202.19 |
| 80747 | 12/06/22 | Printed | ODP BUSINESS SOLUTIONS LLC | OFFICE SUPPLIES | | 399.73 |
| 80748 | 12/06/22 | Printed | CHRISTOPHER ORTIZ-BELCHER | REIMBURSEMENT FOR SACA'S | | 12.94 |
| 80749 | 12/06/22 | Printed | PG&E | NEW SERVICE -CLARK LIFT STATION | | 2,500.00 |
| 80750 | 12/06/22 | Printed | PG&E | UTILITIES -NOVEMBER 2022 | | 60.81 |
| 80751 | 12/06/22 | Printed | PG&E | UTILITIES -NOVEMBER 2022 | | 29,418.27 |
| 80752 | 12/06/22 | Printed | PG&E | UTILITIES -NOVEMBER 2022 | | 126.57 |
| 80753 | 12/06/22 | Printed | PG&E | UTILITIES -NOVEMBER 2022 | | 17,542.72 |
| 80754 | 12/06/22 | Printed | PG&E | UTILITIES -NOVEMBER 2022 | | 291.22 |
| 80755 | 12/06/22 | Printed | PG&E | UTILITIES -NOVEMBER 2022 | | 14.02 |
| 80756 | 12/06/22 | Printed | PITNEY BOWES BANK INC | POSTAGE REFILL -CH | | 1,005.00 |
| 80757 | 12/06/22 | Printed | PITNEY BOWES GLOBAL FINANCIAL | POSTAGE REFILL -CH | | 492.12 |

CHECK REGISTER REPORT

| CHECK NUMBER | CHECK DATE | STATUS | VENDOR NAME | CHECK DESCRIPTION | CATEGORY | AMOUNT |
|-----------------|---------------|---------|--|--|--------------|-------------------|
| 80758 | 12/06/22 | Printed | RINCON CONSULTANTS, INC. | ZONING ORDINANCE UPDATE | | 2,830.13 |
| 80759 | 12/06/22 | Printed | FERNANDO SANTILLAN | EMPLOYEE APPRECIATION THANKSGIVING LUNCH | | 205.42 |
| 80760 | 12/06/22 | Printed | SELMA DISTRICT CHAMBER OF | 2ND QUARTER DUES 2022/2023 | | 8,750.00 |
| 80761 | 12/06/22 | Printed | SPARKLETT'S | WATER SERVICE -PD | | 171.99 |
| 80762 | 12/06/22 | Printed | STATEWIDE TRAFFIC SAFETY AND SIGNS INC | PARTS FOR GRACO PAINT STRIPER | | 1,283.42 |
| 80763 | 12/06/22 | Printed | SURVEILLANCE INTEGRATION INC. | INSTALLED PC'S IN DISPATCH, TV MONITORS, AND MOUNTS | PDSA | 7,451.74 |
| 80764 | 12/06/22 | Printed | T-MOBILE USA, INC. | GPS LOCATE CS#22-2722, TIMING ADVANCE FOR CS#22-3386 | | 125.00 |
| 80765 | 12/06/22 | Printed | RUSSELL & MARIE TYGART / UNIQUELY YOURS | NAME & PATCHES ON JACKETS | | 430.55 |
| | | | | | TOTAL | 222,229.33 |

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

US BANK INVOICE FOR CALCARD CHARGES: 9/23/22-10/24/22

TRANSACTION

| EMPLOYEE NAME | DATE | VENDOR NAME | DESCRIPTION OF PURCHASE | ACCOUNT NUMBER | AMOUNT |
|----------------------------|------------|-----------------------------|---|----------------------|----------|
| ALEJANDRO ALVAREZ | 9/29/2022 | MAVERICK DATA SYSTEM | WARRANT BUILDER | 100-2200-610.900.000 | 150.00 |
| AMY SMART | 9/28/2022 | HOME DEPOT | CVTC SUPPLIES | 274-1600-600.250.000 | 1,234.65 |
| AMY SMART | 9/30/2022 | MAX'S BRUNCH HOUSE | TEAM MEETING | 100-4100-600.250.000 | 102.87 |
| AMY SMART | 10/3/2022 | SAVE MART | TEAM MEETING | 100-4100-600.250.000 | 44.83 |
| AMY SMART | 10/6/2022 | HUB INTERNATIONAL | EVENT INS | 100-4100-600.400.000 | 463.88 |
| AMY SMART | 10/20/2022 | SURF AND TURF | CITY CAR WASH | 100-4100-600.400.000 | 12.00 |
| AMY SMART | 10/21/2022 | AMAZON | OFFICE SUPPLIES | 100-4100-600.250.000 | 130.06 |
| AMY SMART | 10/21/2022 | JH TACKET | OFFICE SUPPLIES | 100-1300-610.400.000 | 214.50 |
| AMY SMART | 10/21/2022 | JH TACKET | OFFICE SUPPLIES | 100-4100-600.400.000 | 42.90 |
| AMY SMART | 10/21/2022 | JH TACKET | OFFICE SUPPLIES | 100-4100-600.400.000 | 144.78 |
| CALEB GARCIA | 9/23/2022 | BULLARD SINCLAIR, FRESNO CA | FUEL-ACT | 269-2100-600.257.000 | 89.22 |
| CALEB GARCIA | 9/27/2022 | JACKS MART, FRESNO CA | FUEL-ACT | 269-2100-600.257.000 | 80.00 |
| CALEB GARCIA | 10/5/2022 | SHELL OIL, FRESNO CA | FUEL-ACT | 269-2100-600.257.000 | 100.00 |
| CALEB GARCIA | 10/10/2022 | CHEVRON, FRESNO CA | FUEL-ACT | 269-2100-600.257.000 | 76.95 |
| CALEB GARCIA | 10/10/2022 | GULF OIL, FRESNO CA | FUEL-ACT | 269-2100-600.257.000 | 50.00 |
| CALEB GARCIA | 10/13/2022 | DB CLOVIS 5, CLOVIS CA | FUEL-ACT | 269-2100-600.257.000 | 100.00 |
| CALEB GARCIA | 10/18/2022 | ARCO, FRESNO CA | FUEL-ACT | 269-2100-600.257.000 | 53.24 |
| CALEB GARCIA | 10/19/2022 | BAD BUDS, FRESNO CA | FUEL-ACT | 269-2100-600.257.000 | 80.00 |
| CALEB GARCIA | 10/21/2022 | FOWLER JQ, FOWLER CA | FUEL-ACT | 269-2100-600.257.000 | 89.50 |
| CASSY FAIN | 9/23/2022 | BLOOMIES | FLOWERS FOR DORI | 100-2200-600.250.000 | 39.05 |
| CASSY FAIN | 10/7/2022 | UPS STORE | INVESTIGATIONS | 100-2100-600.250.000 | 7.35 |
| CITY OF SELMA FIRE QRT MST | 10/20/2022 | WPSG, INC. | ENGINEER SHIELDS | 295-2500-600.250.000 | 189.52 |
| CITY OF SELMA STATION 1 | 9/22/2022 | NELSON'S ACE HARDWARE | STATION REPAIRS | 100-2525-600.250.000 | 6.51 |
| CITY OF SELMA STATION 1 | 9/22/2022 | THE HOME DEPOT | STATION TOOLS | 100-2525-600.250.000 | 67.11 |
| CITY OF SELMA STATION 1 | 9/26/2022 | THE HOME DEPOT | STATION SUPPLIES | 100-2525-600.250.000 | 40.36 |
| CITY OF SELMA STATION 1 | 9/29/2022 | WAL-MART | CLEANING SUPPLIES | 100-2525-600.250.000 | 97.94 |
| CITY OF SELMA STATION 1 | 10/1/2022 | NAPA AUTO | ENGINE OIL | 701-9200-600.254.000 | 43.92 |
| CITY OF SELMA STATION 1 | 10/4/2022 | NELSON'S ACE HARDWARE | STATION REPAIRS | 100-2525-600.250.000 | 33.17 |
| CITY OF SELMA STATION 2 | 9/26/2022 | AMAZON | STATION SUPPLIES | 100-2525-600.250.000 | 46.63 |
| CITY OF SELMA STATION 2 | 10/7/2022 | WAL-MART | STATION SUPPLIES | 100-2525-600.250.000 | 28.74 |
| CITY OF SELMA STATION 2 | 10/12/2022 | THE HOME DEPOT | PLUG FOR RESERVE BUILDING | 100-2525-600.250.000 | 11.86 |
| CITY OF SELMA TRAINING DIV | 9/28/2022 | WAL-MART | TRAINING SUPPLIES | 100-2525-600.250.000 | 19.37 |
| CITY OF SELMA TRAINING DIV | 9/28/2022 | BEST BUY | MONITOR & NETWORK CABLE | 100-2500-600.250.000 | 97.59 |
| CITY OF SELMA TRAINING DIV | 9/28/2022 | MERCEDES BENZ | BULB FOR ENGINE | 701-9200-600.256.000 | 14.27 |
| CITY OF SELMA TRAINING DIV | 10/20/2022 | EBAY | TOUGH PAD | 100-2500-600.250.000 | 195.26 |
| CITY OF SELMA TRAINING DIV | 10/20/2022 | EBAY | ELECTRONIC PROTECTION PLAN | 100-2500-600.250.000 | 29.95 |
| CITY OF SELMA TRAINING DIV | 10/21/2022 | RODOLFO'S | LUNCH FOR INTERVIEW PANEL | 100-2525-600.250.000 | 80.00 |
| DEBBIE GOMEZ | 9/22/2022 | AMAZON | SUPPLIES -TV STANDS FOR DETS AND KEYBOARDS DISP | 100-2100-600.250.000 | 160.49 |
| DEBBIE GOMEZ | 9/23/2022 | AMAZON | SUPPLIES | 100-2100-600.250.000 | 86.76 |
| DEBBIE GOMEZ | 9/27/2022 | AMAZON | SUPPLIES FOR MEETING PER CHIEF | 100-2100-600.250.000 | 9.50 |
| DEBBIE GOMEZ | 10/14/2022 | AMAZON | MEMBERSHIP FEES | 100-2100-600.250.000 | 194.17 |
| EMS DIVISION 551 | 9/25/2022 | AUTOZONE | HEADLIGHT BULB | 701-9200-600.256.000 | 22.43 |
| EMS DIVISION 551 | 9/25/2022 | AUTOZONE | CREDIT FOR RETURN | 701-9200-600.256.000 | (16.59) |
| EMS DIVISION 551 | 9/26/2022 | MERCEDES BENZ OF FRESNO | PARTS FOR AMBULANCE | 701-9200-600.256.000 | 87.49 |
| EMS DIVISION 551 | 10/7/2022 | WM SUPERCENTER | WATER | 600-2600-600.250.000 | 14.72 |
| EMS DIVISION 551 | 10/10/2022 | WAL-MART | STATION SUPPLIES | 600-2600-600.250.000 | 72.34 |

US BANK INVOICE FOR CALCARD CHARGES: 9/23/22-10/24/22

| EMPLOYEE NAME | TRANSACTION DATE | VENDOR NAME | DESCRIPTION OF PURCHASE | ACCOUNT NUMBER | AMOUNT |
|--------------------|---------------------|-----------------------|--|----------------------|----------|
| EMS DIVISION 551 | 10/11/2022 | OREILLY | ANTI FREEZE | 600-2600-600.250.000 | 21.68 |
| EMS DIVISION 552 | 9/26/2022 | WM SUPERCENTER | WATER & GATORADE | 600-2600-600.250.000 | 35.84 |
| EMS DIVISION 552 | 10/1/2022 | WM SUPERCENTER | STATION SUPPLIES | 600-2600-600.250.000 | 5.29 |
| EMS DIVISION 552 | 10/2/2022 | OREILLY AUTO PARTS | STATION EQUIPMENT | 600-2600-600.250.000 | 10.29 |
| EMS DIVISION 552 | 10/4/2022 | THE HOME DEPOT | HOOKS-STATION EQUIPMENT | 600-2600-600.250.000 | 22.74 |
| EMS DIVISION 552 | 10/5/2022 | AUTOZONE | BRUSH- WASH POLE | 600-2600-600.250.000 | 14.09 |
| EMS DIVISION 552 | 10/10/2022 | REPAIRALL CERES | SCREEN REPAIR-TABLET | 600-2600-600.375.000 | 179.99 |
| EMS DIVISION 552 | 10/16/2022 | WAL-MART | WATER & GATORADE | 600-2600-600.250.000 | 14.72 |
| EMS DIVISION 552 | 10/18/2022 | NAPA AUTO PARTS | ARMORALL- WASH & WAX | 600-2600-600.250.000 | 54.19 |
| EMS DIVISION 552 | 10/21/2022 | EZTRIP | FUEL | 701-9200.600.257.000 | 118.30 |
| EMS DIVISION 552 | 10/22/2022 | REPAIRALL CERES | SCREEN REPAIR-TABLET | 600-2600-600.375.000 | 21.44 |
| EMS DIVISION 553 | 9/23/2022 | PILOT | FUEL | 701-9200.600.257.000 | 134.70 |
| EMS DIVISION 553 | 9/25/2022 | AUTOZONE | | 701-9200-600.256.000 | 20.60 |
| EMS DIVISION 553 | 10/8/2022 | SPEEDWAY | FUEL | 701-9200.600.257.000 | 101.87 |
| FABIAN URESTI | 10/12/2022 | AMAZON | COVID TEST KITS- CITY | 100-1600-600.100.000 | 264.40 |
| FABIAN URESTI | 10/23/2022 | AMAZON | SHOP TOWELS- STATION 3 | 600.2600.600.250.000 | 56.38 |
| FERNANDO MORAN | 9/26/2022 | NELSON'S ACE HARDWARE | REPAIRS SUPPLIES - CAL RIPKEN | 702-9300-600.370.000 | 109.61 |
| FERNANDO MORAN | 9/26/2022 | NELSON'S ACE HARDWARE | GALLONS CONCENTRATED ROUND UP | 100-5300-600.250.000 | 141.01 |
| FERNANDO MORAN | 9/26/2022 | NELSON'S ACE HARDWARE | GALLONS CONCENTRATED ROUND UP | 210-5400-600.250.000 | 141.01 |
| FERNANDO MORAN | 9/26/2022 | THE HOME DEPOT | REPAIRS SUPPLIES - BRENTLINGER RESTROOMS | 702-9300-600.370.000 | 48.78 |
| FERNANDO MORAN | 9/28/2022 | THE HOME DEPOT | DOOR STOP - CITY YARD | 702-9300-600.250.000 | 22.65 |
| FERNANDO MORAN | 9/28/2022 | THE HOME DEPOT | CLOG REMOVER - SENIOR CENTER | 702-9300-600.250.000 | 29.27 |
| FERNANDO MORAN | 9/28/2022 | THE HOME DEPOT | SCRAPER, UTILITY KNIFE | 702-9300-600.305.000 | 27.52 |
| FERNANDO MORAN | 9/29/2022 | THE HOME DEPOT | WALL PACK LIGHT - CREDIT | 702-9300-600.250.000 | -48.78 |
| FERNANDO MORAN | 9/29/2022 | THE HOME DEPOT | GARAGE DOOR SPRAY | 702-9300-600.250.000 | 15.15 |
| FERNANDO MORAN | 9/29/2022 | THE HOME DEPOT | 7 WAY BLADE | 702-9300-600.305.000 | 23.84 |
| FERNANDO MORAN | 10/5/2022 | NELSON'S ACE HARDWARE | SCREWS | 702-9300-600.250.000 | 20.48 |
| FERNANDO MORAN | 10/5/2022 | THE HOME DEPOT | 7 WAY BLADE - CREDIT | 702-9300-600.305.000 | -23.84 |
| FERNANDO MORAN | 10/5/2022 | THE HOME DEPOT | CLOG REMOVER - SENIOR CENTER | 702-9300-600.250.000 | 29.27 |
| FERNANDO MORAN | 10/10/2022 | NELSON'S ACE HARDWARE | SUPPLIES TO REPAIR PUMP-DOG PARK | 100-5300-600.250.000 | 42.26 |
| FERNANDO MORAN | 10/10/2022 | NELSON'S ACE HARDWARE | CUT KEYS FOR PARKS FACILITIES | 702-9300-600.250.000 | 19.46 |
| FERNANDO MORAN | 10/10/2022 | NELSON'S ACE HARDWARE | STUCCO /PLASTER - SALAZAR CENTER | 702-9300-600.370.000 | 31.64 |
| FERNANDO MORAN | 10/13/2022 | THE HOME DEPOT | SCREWS/STUCCO/LUMBER-SALAZAR CENTER | 702-9300-600.370.000 | 51.18 |
| FERNANDO MORAN | 10/13/2022 | THE HOME DEPOT | BLACK STOP RUST - SALAZAR CENTER | 702-9300-600.370.000 | 30.29 |
| FERNANDO MORAN | 10/14/2022 | THE HOME DEPOT | FLOWERBEDS-DOWNTOWN/ISLANDS/STREETS | 210-5400-600.250.000 | 178.12 |
| FERNANDO MORAN | 10/17/2022 | THE HOME DEPOT | FLOWERBEDS-DOWNTOWN | 210-5400-600.250.000 | 184.32 |
| FERNANDO MORAN | 10/20/2022 | BACKFLOW PARTS USA | VALVE RUBBER KIT-DOG PARK | 100-5300-600.250.000 | 301.57 |
| FERNANDO MORAN | 10/20/2022 | THE HOME DEPOT | SUPPLIES TO REPAIR SALLY PORT WALL | 702-9300-600.370.000 | 109.12 |
| FERNANDO SANTILLAN | 9/23/2022 | ROSA LINDA'S | LUNCH MEETING WITH PARLIER CM | 100-1300-610.920.000 | 50.26 |
| FERNANDO SANTILLAN | 10/17/2022 | LINKEDIN | MONTHLY SUBSCRIPTION | 100-1300-610.900.000 | 139.99 |
| GEORGE SIPIN | 9/22/2022 | O'REILLY AUTO PARTS | COLORMAXX SPRAY PAINT-STOCK | 603-5500-600.250.000 | 119.72 |
| GEORGE SIPIN | 9/22/2022 | ARMANDO'S SMOG | SMG - RT #150 | 603-5500-600.400.000 | 80.00 |
| GEORGE SIPIN | 9/22/2022 | BLACKSTONE CHEVROLET | MODULE KITS - STOCK | 603-5500-600.256.000 | 1,601.24 |
| GEORGE SIPIN | 9/22/2022 | NAPA AUTO PARTS | WIPER BLADES/DISC PADS/SHOES | 603-5500-600.256.000 | 999.77 |
| GEORGE SIPIN | 9/23/2022 | ARMANDO'S SMOG | SMOG- RT #186 | 603-5500-600.400.000 | 80.00 |
| GEORGE SIPIN | 9/26/2022 | ARMANDO'S SMOG | SMOG - RT#143 | 603-5500-600.400.000 | 80.00 |

US BANK INVOICE FOR CALCARD CHARGES: 9/23/22-10/24/22

TRANSACTION

| EMPLOYEE NAME | DATE | VENDOR NAME | DESCRIPTION OF PURCHASE | ACCOUNT NUMBER | AMOUNT |
|-----------------|------------|--------------------------------|---|----------------------|----------|
| GEORGE SIPIN | 9/26/2022 | FRONTIER FASTENER | NUTS, BOLTS, HEX-STOCK | 603-5500-600.256.000 | 64.67 |
| GEORGE SIPIN | 9/26/2022 | BLACKSTONE CHEVROLET | HEADLAMPS - STOCK | 603-5500-600.256.000 | 659.72 |
| GEORGE SIPIN | 9/27/2022 | POWER TRANSMISSION & SUPP | CABLE - STOCK | 603-5500-600.256.000 | 186.37 |
| GEORGE SIPIN | 9/28/2022 | O'REILLY AUTO PARTS | BATTERIES/RELAYS - STOCK | 603-5500-600.256.000 | 587.26 |
| GEORGE SIPIN | 9/28/2022 | BLACKSTONE CHEVROLET | HEADLAMPS - STOCK | 603-5500-600.256.000 | 1,184.01 |
| GEORGE SIPIN | 9/28/2022 | BLACKSTONE CHEVROLET | HEADLAMP CORE RETURN | 603-5500-600.256.000 | -135.44 |
| GEORGE SIPIN | 9/28/2022 | BLACKSTONE CHEVROLET | HEADLAMPS-CORE RETURN | 603-5500-600.256.000 | -270.88 |
| GEORGE SIPIN | 9/29/2022 | O'REILLY AUTO PARTS | BATTERIES - STOCK | 603-5500-600.256.000 | -217.88 |
| GEORGE SIPIN | 9/29/2022 | MIDTERM TERMINALS & CONNECTORS | BATTERY CABLES, TERMINALS-STOCK | 603-5500-600.256.000 | 392.24 |
| GEORGE SIPIN | 9/30/2022 | O'REILLY AUTO PARTS | CORE RETURN | 603-5500-600.256.000 | -10.00 |
| GEORGE SIPIN | 9/30/2022 | BLACKSTONE CHEVROLET | HYDRO BOOSTERS | 603-5500-600.256.000 | 930.38 |
| GEORGE SIPIN | 9/30/2022 | ROMITA AUTO MOTIVE SERVICE | SERVICE RT#142-IGNITION COIL | 603-5500-600.400.000 | 1,158.15 |
| GEORGE SIPIN | 9/30/2022 | O'REILLY AUTO PARTS | BATTERY CABLES/TERMINALS-STOCK | 603-5500-600.256.000 | 503.24 |
| GEORGE SIPIN | 9/30/2022 | O'REILLY AUTO PARTS | AC COMPRESSOR-STOCK | 603-5500-600.256.000 | 419.24 |
| GEORGE SIPIN | 10/1/2022 | JAYMORE'S 191S | SYNTHETIC LUBRICANT - STOCK | 603-5500-600.256.000 | 124.99 |
| GEORGE SIPIN | 10/3/2022 | BLACKSTONE CHEVROLET | HEADLAMPS - STOCK | 603-5500-600.256.000 | 659.72 |
| GEORGE SIPIN | 10/3/2022 | BLACKSTONE CHEVROLET | BOOSTER - STOCK | 603-5500-600.256.000 | 930.38 |
| GEORGE SIPIN | 10/4/2022 | BLACKSTONE CHEVROLET | HEADLAMPS - STOCK | 603-5500-600.256.000 | -270.88 |
| GEORGE SIPIN | 10/5/2022 | O'REILLY AUTO PARTS | CAPSULE, AIR/OIL FILTERS - STOCK | 603-5500-600.256.000 | 282.53 |
| GEORGE SIPIN | 10/5/2022 | BLACKSTONE CHEVROLET | HEADLAMPS - STOCK | 603-5500-600.400.000 | 388.85 |
| GEORGE SIPIN | 10/6/2022 | SANGER CHEVROLET | INSTALL NEW TRANSMISSION - RT#156 | 603-5500-600.400.000 | 6,164.72 |
| GEORGE SIPIN | 10/6/2022 | O'REILLY AUTO PARTS | TRAINING-ELECTRICAL/HYBRID SYSTEMS | 603-5500-600.400.000 | 189.90 |
| GEORGE SIPIN | 10/6/2022 | BLACKSTONE CHEVROLET | HEADLAMPS - STOCK | 603-5500-600.400.000 | 496.16 |
| GEORGE SIPIN | 10/7/2022 | BLACKSTONE CHEVROLET | HEADLAMP - STOCK | 603-5500-600.400.000 | 281.54 |
| GEORGE SIPIN | 10/7/2022 | BLACKSTONE CHEVROLET | SUNSHADE-RT#142 | 603-5500-600.256.000 | 426.40 |
| GEORGE SIPIN | 10/10/2022 | ARMANDO'S SMOG | SMOG RT#142 | 603-5500-600.400.000 | 80.00 |
| GEORGE SIPIN | 10/12/2022 | THE HOME DEPOT | SHOP MOP | 603-5500-600.250.000 | 19.49 |
| GEORGE SIPIN | 10/14/2022 | O'REILLY AUTO PARTS | STARTER SOLENOID | 603-5500-600.256.000 | 155.36 |
| GEORGE SIPIN | 10/14/2022 | FRZ ELECTRICAL | EV CHARGER REPLACEMENTS | 603-5500-600.256.000 | 216.27 |
| GEORGE SIPIN | 10/17/2022 | TNT TOWING LLC | TOW RT#195-CITY YARD TO FCRTA YARD | 603-5500-600.400.000 | 560.63 |
| GEORGE SIPIN | 10/18/2022 | NAPA AUTO PARTS | DISC PADS - STOCK | 603-5500-600.256.000 | 915.68 |
| GEORGE SIPIN | 10/18/2022 | O'REILLY AUTO PARTS | CORE RETURN | 603-5500-600.256.000 | -10.00 |
| GEORGE SIPIN | 10/19/2022 | BLACKSTONE CHEVROLET | MODULE KITS - STOCK | 603-5500-600.256.000 | 800.62 |
| GEORGE SIPIN | 10/20/2022 | BLACKSTONE CHEVROLET | MODULE KIT - STOCK | 603-5500-600.256.000 | 400.31 |
| GEORGE SIPIN | 10/20/2022 | BLACKSTONE CHEVROLET | HEADLAMPS - STOCK | 603-5500-600.256.000 | 874.34 |
| GEORGE SIPIN | 10/21/2022 | O'REILLY AUTO PARTS | CORE RETURN | 603-5500-600.256.000 | -43.39 |
| GEORGE SIPIN | 10/21/2022 | BLACKSTONE CHEVROLET | HEADLAMPS - STOCK | 603-5500-600.256.000 | 698.51 |
| JASMIN BAINS | 10/5/2022 | CSMFO | CSMFO 2023 Annual Conference Registration Fee | 100-1600-610.920.00 | 570.00 |
| JASMIN BAINS | 10/6/2022 | Hyatt Regency Sacramento | CSMFO 2023 Annual Conference Lodging | 100-1600-610.920.00 | 289.33 |
| JASMIN BAINS | 10/13/2022 | CALPELRA | Annual Membership Fee: Jasmin Bains | 100-1400-610.900.000 | 380.00 |
| JASMIN BAINS | 10/14/2022 | CALPELRA | Annual Membership Fee: Jasmin Bains | 100-1400-610.900.000 | 380.00 |
| JASMIN BAINS | 10/14/2022 | CALPELRA | Annual Membership Fee: Gilbert Cano | 100-1400-610.900.000 | 380.00 |
| JESUS HERNANDEZ | 9/22/2022 | NELSON'S ACE HARDWARE | GLOVES | 210-5400-600.250.000 | 16.99 |
| JESUS HERNANDEZ | 9/22/2022 | NELSON'S ACE HARDWARE | OUTLET DUPLEX/RECEPTACLE -SENIOR CENTER | 702-9300-600.250.000 | 15.09 |
| JESUS HERNANDEZ | 9/27/2022 | HOME DEPOT | BATTERY PACKS/DRIVER/CUTTER-PARKS | 100-5300-600.305.000 | 356.84 |
| JESUS HERNANDEZ | 9/27/2022 | HOME DEPOT | PIGTAILS - SENIOR CENTER | 702-9300-600.250.000 | 5.41 |

US BANK INVOICE FOR CALCARD CHARGES: 9/23/22-10/24/22

| EMPLOYEE NAME | TRANSACTION DATE | VENDOR NAME | DESCRIPTION OF PURCHASE | ACCOUNT NUMBER | AMOUNT |
|-----------------|---------------------|---------------------------|---|----------------------|----------|
| JESUS HERNANDEZ | 9/30/2022 | GLOBAL INDUSTRIAL | ELKAY DRINKING/BOTTLE FILLING STATION - NEW PD | 702-9300-600.250.000 | 1,287.78 |
| JESUS HERNANDEZ | 9/30/2022 | NAPA AUTO PARTS | COUPLER KIT - PRESSURE WASHER TRAILER | 701-9200-600.256.000 | 43.43 |
| JESUS HERNANDEZ | 10/3/2022 | NELSON'S ACE HARDWARE | CUT KEYS | 702-9300-600.250.000 | 9.38 |
| JESUS HERNANDEZ | 10/5/2022 | NELSON'S ACE HARDWARE | REPAIRS SUPPLIES ADHESIVE/PAINTERS TAPE-CITY HALL | 702-9300-600.370.000 | 14.82 |
| JESUS HERNANDEZ | 10/7/2022 | HOME DEPOT | 45PC IMPACT SET/SOCKET ADAPTER | 210-5400-600.305.000 | 39.42 |
| JESUS HERNANDEZ | 10/7/2022 | HOME DEPOT | 2 GALLONS ROUNDUP CONCENTRATE | 210-5400-600.250.000 | 279.87 |
| JESUS HERNANDEZ | 10/7/2022 | NELSON'S ACE HARDWARE | 12V BATTERIES FOR CROSSWALKS | 210-5400-600.250.000 | 7.80 |
| JESUS HERNANDEZ | 10/10/2022 | NELSON'S ACE HARDWARE | CUT KEY | 702-9300-600.250.000 | 2.99 |
| JESUS HERNANDEZ | 10/10/2022 | NELSON'S ACE HARDWARE | HANGING CORD/HARDWARE-CITY HALL | 702-9300-600.250.000 | 6.06 |
| JESUS HERNANDEZ | 10/10/2022 | HOME DEPOT | I-BEAM LEVEL/RAFTER/WRENCHES | 210-5400-600.305.000 | 53.67 |
| JESUS HERNANDEZ | 10/12/2022 | WORLD'S BEST GRAFFITI | GRAFFITI WIPES | 210-5400-600.250.000 | 145.17 |
| JESUS HERNANDEZ | 10/12/2022 | WORLD'S BEST GRAFFITI | GRAFFITI WIPES | 100-5300-600.250.000 | 145.17 |
| JESUS HERNANDEZ | 10/12/2022 | NELSON'S ACE HARDWARE | WALL PLATE/SWITCH-NEW PD | 702-9300-600.250.000 | 9.84 |
| JESUS HERNANDEZ | 10/13/2022 | HOME DEPOT | DOLLY - CITY HALL | 702-9300-600.250.000 | 35.78 |
| JESUS HERNANDEZ | 10/13/2022 | HOME DEPOT | CRIMPING TOOL/PLIERS | 210-5400-600.305.000 | 69.35 |
| JESUS HERNANDEZ | 10/13/2022 | HOME DEPOT | 2 GALLONS ROUNDUP CONCENTRATE | 210-5400-600.250.000 | 279.87 |
| JESUS HERNANDEZ | 10/14/2022 | NELSON'S ACE HARDWARE | PUNCH/CHISEL SET | 210-5400-600.305.000 | 29.28 |
| JESUS HERNANDEZ | 10/17/2022 | BATTERY SYSTEMS | BATTERIES FOR CROSSWALK SIGNALS | 210-5400-600.250.000 | 316.51 |
| JESUS HERNANDEZ | 10/18/2022 | FERGUSON | WALL FAUCETS | 702-9300-600.250.000 | 75.68 |
| JESUS HERNANDEZ | 10/18/2022 | HOME DEPOT | PAINT MARKER/WOVEN ROLLS | 210-5400-600.250.000 | 46.74 |
| JESUS HERNANDEZ | 10/19/2022 | NELSON'S ACE HARDWARE | REPAIRS SUPPLIES-SALLY PORT | 702-9300-600.370.000 | 74.05 |
| JESUS HERNANDEZ | 10/19/2022 | NELSON'S ACE HARDWARE | PAINT-CITY HALL CM OFFICE | 702-9300-600.370.000 | 91.16 |
| JESUS HERNANDEZ | 10/21/2022 | NELSON'S ACE HARDWARE | REPAIR SUPPLIES - SALAZAR CENTER | 702-9300-600.370.000 | 196.09 |
| JESUS HERNANDEZ | 10/21/2022 | NELSON'S ACE HARDWARE | HARDWARE - DOG PARK | 100-5300-600.250.000 | 20.98 |
| JESUS HERNANDEZ | 10/21/2022 | NELSON'S ACE HARDWARE | SUPPLIES - DOWNTOWN | 210-5400-600.250.000 | 208.11 |
| JESUS HERNANDEZ | 10/21/2022 | NELSON'S ACE HARDWARE | CUT KEYS-PD | 702-9300-600.250.000 | 23.92 |
| JOHNNIE CERDA | 10/13/2022 | TEAM | K9 SUPERVISOR COURSE | 100-2200-610.915.000 | 450.00 |
| JUSTIN HOLT | 10/11/2022 | THE UPS STORE | LIDAR PACKING MATERIAL | 100-2200-600.250.000 | 8.76 |
| JUSTIN HOLT | 10/11/2022 | PORT OF SUBS | FOOD FOR FUENTES PRESS RELEASE | 100-2200-600.250.000 | 126.00 |
| JUSTIN HOLT | 10/11/2022 | WALMART | FOOD FOR FUENTES PRESS RELEASE | 100-2200-600.250.000 | 49.52 |
| KELLI TELLEZ | 9/22/2022 | EMERGENCY MEDICAL SERVICE | MEDIC RECERT- SARDISCO | 600-2600-610.917.000 | 300.00 |
| KELLI TELLEZ | 10/6/2022 | AMAZON | OFFICE SUPPLIES | 100-1600-600.100.000 | 36.33 |
| KELLI TELLEZ | 10/7/2022 | AMAZON | OFFICE SUPPLIES | 100-1600-600.100.000 | 9.75 |
| KELLI TELLEZ | 10/7/2022 | AMAZON | OFFICE SUPPLIES | 100-1600-600.100.000 | 138.21 |
| KELLI TELLEZ | 10/7/2022 | AMAZON | OFFICE SUPPLIES | 100-1600-600.100.000 | 17.59 |
| KELLI TELLEZ | 10/7/2022 | AMAZON | COFFEE FOR OFFICE | 100-1600-600.100.000 | 34.88 |
| KELLI TELLEZ | 10/22/2022 | AMAZON | MOP & BUCKET FOR STATION | 100-2525-600.250.000 | 111.59 |
| NESTOR GALVAN | 9/22/2022 | CAMACHO TIRES | TIRE INSTALL AND BALANCE FOR UNIT 722 | 701-9200-600.255.000 | 175.00 |
| NESTOR GALVAN | 9/26/2022 | SELMA COLLISION CENTER | REPAIRS ON UNIT #191 | 701-9200-600.457.000 | 1,488.36 |
| NESTOR GALVAN | 9/27/2022 | SELMA COLLISION CENTER | REFUND FOR OVERCHARGE ON UNIT #191 | 701-9200-600.457.000 | (227.01) |
| NESTOR GALVAN | 10/5/2022 | OREILLY AUTO PARTS | CREDIT FOR CORE RETURN | 701-9200-600.256.000 | (22.00) |
| NESTOR GALVAN | 10/5/2022 | OREILLY AUTO PARTS | O'REILLY DEF- FLUIDS | 701-9200-600.256.000 | 121.41 |
| NESTOR GALVAN | 10/5/2022 | SELMA LES SCHWAB | REPAIRS ON UNIT #198 | 701-9200-600.457.000 | 354.18 |
| NESTOR GALVAN | 10/5/2022 | NELSONS ACE HARDWARE | FILTERS FOR FIRE DEPARTMENT- PARTS | 701-9200-600.375.000 | 67.90 |
| NESTOR GALVAN | 10/5/2022 | NELSONS ACE HARDWARE | PARTS FOR FIRE DEPARTMENT SAW | 701-9200-600.375.000 | 156.58 |

US BANK INVOICE FOR CALCARD CHARGES: 9/23/22-10/24/22

| EMPLOYEE NAME | TRANSACTION DATE | VENDOR NAME | DESCRIPTION OF PURCHASE | ACCOUNT NUMBER | AMOUNT |
|---------------|---------------------|-------------------------|--|----------------------|----------|
| NESTOR GALVAN | 10/5/2022 | NELSONS ACE HARDWARE | PARTS- ROTOR, SPRING, FAN WASHER BACK PLATE, CARBURETOR | 701-9200-600.305.000 | 389.50 |
| NESTOR GALVAN | 10/6/2022 | OREILLY AUTO PARTS | TRAINING | 701-9200-610.915.000 | 94.95 |
| NESTOR GALVAN | 10/6/2022 | SURF THRU SELMA | CAR WASH FOR UNIT 316 | 701-9200-600.250.000 | 9.00 |
| NESTOR GALVAN | 10/7/2022 | NELSONS ACE HARDWARE | EDGER PARTS | 701-9200-600.305.000 | 4.52 |
| NESTOR GALVAN | 10/7/2022 | FIRE APPARATUS SOLUTION | PARTS FOR UNIT #8510 | 701-9200-600.256.000 | 89.75 |
| NESTOR GALVAN | 10/7/2022 | FIRE APPARATUS SOLUTION | PARTS FOR UNIT #8510 | 701-9200-600.256.000 | 124.58 |
| NESTOR GALVAN | 10/7/2022 | FIRE APPARATUS SOLUTION | PARTS FOR UNIT #8510 | 701-9200-600.256.000 | 62.27 |
| NESTOR GALVAN | 10/7/2022 | FIRE APPARATUS SOLUTION | PARTS FOR UNIT #8510 | 701-9200-600.256.000 | 60.51 |
| NESTOR GALVAN | 10/7/2022 | FIRE APPARATUS SOLUTION | PARTS FOR UNIT #8510 | 701-9200-600.256.000 | 341.97 |
| NESTOR GALVAN | 10/7/2022 | FIRE APPARATUS SOLUTION | PARTS FOR UNIT #8510 | 701-9200-600.256.000 | 82.94 |
| NESTOR GALVAN | 10/7/2022 | FIRE APPARATUS SOLUTION | PARTS FOR UNIT #8510 | 701-9200-600.256.000 | 2,439.14 |
| NESTOR GALVAN | 10/8/2022 | COOKS COMMUNICATION | REPLACE SOLENOID ON UNIT #1002 | 701-9200-600.375.000 | 181.20 |
| NESTOR GALVAN | 10/10/2022 | OREILLY AUTO PARTS | FILTERS FOR POLICE VEHICLES | 701-9200-600.256.000 | 310.24 |
| NESTOR GALVAN | 10/10/2022 | OREILLY AUTO PARTS | MANIFOLD FOR UNIT #180 | 701-9200-600.256.000 | 214.35 |
| NESTOR GALVAN | 10/10/2022 | OREILLY AUTO PARTS | O'REILLY DEF- FLUIDS | 701-9200-600.256.000 | 151.76 |
| NESTOR GALVAN | 10/10/2022 | NELSONS ACE HARDWARE | 52G DRUM- FUEL FOR 2 CYCLES | 701-9200-600.254.000 | 1,410.16 |
| NESTOR GALVAN | 10/10/2022 | CUMMINS INC | REPAIRS TO UNIT #10 | 701-9200-600.457.000 | 1,363.72 |
| NESTOR GALVAN | 10/11/2022 | OREILLY AUTO PARTS | 3 PIECE BITS SET- SMALL TOOLS | 701-9200-600.305.000 | 17.35 |
| NESTOR GALVAN | 10/11/2022 | OREILLY AUTO PARTS | BATTERY & CORE CHARGE- UNIT # 3205 | 701-9200-600.256.000 | 62.04 |
| NESTOR GALVAN | 10/11/2022 | CAMACHO TIRES | TIRE INSTALL AND BALANCE FOR UNIT 1318 | 701-9200-600.255.000 | 520.00 |
| NESTOR GALVAN | 10/13/2022 | CAMACHO TIRES | TIRE INSTALL & BALANCE - UNIT #199 | 701-9200-600.255.000 | 45.00 |
| NESTOR GALVAN | 10/14/2022 | OREILLY AUTO PARTS | BATTERY & CORE CHARGE | 701-9200-600.256.000 | 270.22 |
| NESTOR GALVAN | 10/14/2022 | OREILLY AUTO PARTS | 3PK PAPER | 701-9200-600.250.000 | 4.87 |
| NESTOR GALVAN | 10/14/2022 | CAMACHO TIRES | TIRE INSTALL & BALANCE - UNIT #1000 | 701-9200-600.255.000 | 45.00 |
| NESTOR GALVAN | 10/17/2022 | OREILLY AUTO PARTS | CAPSULE- UNIT #551 | 701-9200-600.256.000 | 20.33 |
| NESTOR GALVAN | 10/17/2022 | NELSONS ACE HARDWARE | SERVICE FOR HAND TRIMMERS | 701-9200-600.375.000 | 368.98 |
| NESTOR GALVAN | 10/17/2022 | NELSONS ACE HARDWARE | PARTS FOR FIRE DEPT. E110 & E111 | 701-9200-600.305.000 | 170.37 |
| NESTOR GALVAN | 10/17/2022 | CAMACHO TIRES | TIRE INSTALL & BALANCE - UNIT #727 | 701-9200-600.457.000 | 1,380.00 |
| NESTOR GALVAN | 10/17/2022 | THE MOWERS EDGE | PARTS FOR MOWERS/ TRIMMERS | 701-9200-600.305.000 | 735.94 |
| NESTOR GALVAN | 10/17/2022 | THE MOWERS EDGE | PARTS FOR BACKPACK BLOWERS | 701-9200-600.305.000 | 627.64 |
| NESTOR GALVAN | 10/18/2022 | OREILLY AUTO PARTS | KEY BATTERY- UNIT 316 | 701-9200-600.256.000 | 8.12 |
| NESTOR GALVAN | 10/18/2022 | OREILLY AUTO PARTS | BATTERY & CORE FEE - UNIT 719 | 701-9200-600.256.000 | 161.44 |
| NESTOR GALVAN | 10/18/2022 | OREILLY AUTO PARTS | OIL FOR UNIT #719 | 701-9200-600.254.000 | 48.17 |
| NESTOR GALVAN | 10/18/2022 | OREILLY AUTO PARTS | TRANS SEAL FOR UNIT #182 | 701-9200-600.256.000 | 7.63 |
| NESTOR GALVAN | 10/18/2022 | OREILLY AUTO PARTS | BOLT FOR UNIT # 719 | 701-9200-600.250.000 | 5.41 |
| NESTOR GALVAN | 10/18/2022 | OREILLY AUTO PARTS | SWAY LINK KIT- UNIT 182 | 701-9200-600.256.000 | 76.65 |
| NESTOR GALVAN | 10/18/2022 | SWANSON FAHRNEY FORD | REPAIRS TO UNIT #199 | 701-9200-600.457.000 | 1,331.16 |
| NESTOR GALVAN | 10/18/2022 | SWANSON FAHRNEY FORD | REPAIRS FOR UNIT # 197 | 701-9200-600.457.000 | 82.49 |
| NESTOR GALVAN | 10/19/2022 | NAPA AUTO PARTS | BELT FOR UNIT #806 | 701-9200-600.256.000 | 19.46 |
| NESTOR GALVAN | 10/19/2022 | SWANSON FAHRNEY FORD | PARTS | 701-9200-600.256.000 | 56.95 |
| NESTOR GALVAN | 10/19/2022 | FIRE APPARATUS SOLUTION | 2" HOSE FOR FIRE ENGINE | 701-9200-600.256.000 | 901.79 |
| NESTOR GALVAN | 10/20/2022 | CAMACHO TIRES | TIRE REPAIR | 701-9200-600.255.000 | 20.00 |
| NESTOR GALVAN | 10/21/2022 | NAPA AUTO PARTS | OCTOBER TRACS BILL | 701-9200-600.400.000 | 169.00 |
| NESTOR GALVAN | 10/21/2022 | NAPA AUTO PARTS | SEPTEMBER TRACS BILL | 701-9200-600.400.000 | 169.00 |
| NESTOR GALVAN | 10/21/2022 | FUTURE FORD OF CLOVIS | CONVERTER & GASKET FOR UNIT# 190 | 701-9200-600.256.000 | 391.88 |

US BANK INVOICE FOR CALCARD CHARGES: 9/23/22-10/24/22

TRANSACTION

| EMPLOYEE NAME | DATE | VENDOR NAME | DESCRIPTION OF PURCHASE | ACCOUNT NUMBER | AMOUNT |
|--------------------|------------|-----------------------|---|----------------------|----------|
| NICOLETTE ANDERSEN | 10/12/2015 | AMAZON | PIPPIN BATTERIES FOR MICS | 605-4300-656.540.045 | 120.88 |
| NICOLETTE ANDERSEN | 9/22/2022 | SIGNUPGENIUS | AUDITION SIGN UP PLATFORM | 605-4300-600.400.000 | 24.99 |
| NICOLETTE ANDERSEN | 9/25/2022 | DRI LEAWO MYORD.COM | DVD RIPPER | 605-4300-600.400.000 | 10.00 |
| NICOLETTE ANDERSEN | 9/25/2022 | THE HOME DEPOT | PIPPIN - SET SUPPLIES | 605-4300-656.540.045 | 398.35 |
| NICOLETTE ANDERSEN | 9/27/2022 | AMAZON | PIPPIN - COSTUME SUPPLIES | 605-4300-656.540.045 | 131.20 |
| NICOLETTE ANDERSEN | 9/27/2022 | SLACK | MARKETING PLATFORM FOR SAC | 605-4300-600.400.000 | 59.45 |
| NICOLETTE ANDERSEN | 9/27/2022 | VALERIE AZADIAN | EAT IT UP CATERING - SACAS DINNER DEPT. | 605-4300-600.250.000 | 1,102.25 |
| NICOLETTE ANDERSEN | 9/27/2022 | THE HOME DEPOT | PIPPIN SET SUPPLIES | 605-4300-656.540.045 | 238.03 |
| NICOLETTE ANDERSEN | 9/28/2022 | AMAZON | PIPPIN COSTUME SUPPLIES | 605-4300-656.540.045 | 112.22 |
| NICOLETTE ANDERSEN | 9/28/2022 | AMAZON | PIPPIN PROPS | 605-4300-656.540.045 | 15.18 |
| NICOLETTE ANDERSEN | 9/28/2022 | AMAZON | PIPPIN MAKEUP/COSTUME SUPPLIES | 605-4300-656.540.045 | 72.07 |
| NICOLETTE ANDERSEN | 9/28/2022 | JOANN | PIPPIN - FABRIC/ SET SUPPLIES | 605-4300-656.540.045 | 96.52 |
| NICOLETTE ANDERSEN | 9/28/2022 | AMAZON | FINANCE DEPARTMENT SUPPLIES | 100-1600-600.100.000 | 82.42 |
| NICOLETTE ANDERSEN | 9/28/2022 | AMAZON | PIPPIN MAKEUP/COSTUME SUPPLIES | 605-4300-656.540.045 | 15.04 |
| NICOLETTE ANDERSEN | 9/29/2022 | AMAZON | PIPPIN COSTUME SUPPLIES | 605-4300-656.540.045 | 254.39 |
| NICOLETTE ANDERSEN | 9/29/2022 | AMAZON | PIPPIN PROPS | 605-4300-656.540.045 | 23.85 |
| NICOLETTE ANDERSEN | 9/29/2022 | AMAZON | PIPPIN SET SUPPLIES | 605-4300-656.540.045 | 251.51 |
| NICOLETTE ANDERSEN | 9/29/2022 | AMAZON | PIPPIN COSTUME SUPPLIES | 605-4300-656.540.045 | 70.41 |
| NICOLETTE ANDERSEN | 9/29/2022 | AMAZON | PIPPIN SET SUPPLIES | 605-4300-656.540.045 | 119.50 |
| NICOLETTE ANDERSEN | 9/30/2022 | AMAZON | PIPPIN PROPS/COSTUMES SUPPLIES | 605-4300-656.540.045 | 48.79 |
| NICOLETTE ANDERSEN | 9/30/2022 | AMAZON | PIPPIN PROPS | 605-4300-656.540.045 | 55.28 |
| NICOLETTE ANDERSEN | 9/30/2022 | THE HOME DEPOT | PIPPIN SET SUPPLIES | 605-4300-656.540.045 | 362.91 |
| NICOLETTE ANDERSEN | 10/1/2022 | THE HOME DEPOT | PIPPIN SET SUPPLIES | 605-4300-656.540.045 | 32.70 |
| NICOLETTE ANDERSEN | 10/2/2022 | AMAZON | PIPPIN PROPS/ SNACK BAR SUPPLIES | 605-4300-656.540.045 | 77.00 |
| NICOLETTE ANDERSEN | 10/4/2022 | AMAZON | PIPPIN MAKEUP/COSTUME SUPPLIES | 605-4300-656.540.045 | 5.39 |
| NICOLETTE ANDERSEN | 10/6/2022 | AMAZON | PIPPIN BATTERIES FOR MICS | 605-4300-656.540.045 | 195.12 |
| NICOLETTE ANDERSEN | 10/6/2022 | AMAZON | SAC GAFFER SUPPLIES | 605-4300-600.250.000 | 37.96 |
| NICOLETTE ANDERSEN | 10/6/2022 | WALMART | PIPPIN SNACK BAR | 605-4300-656.540.045 | 285.13 |
| NICOLETTE ANDERSEN | 10/7/2022 | AMAZON | CITY OF SELMA SUPPLIES | 100-1600-600.100.000 | 9.63 |
| NICOLETTE ANDERSEN | 10/7/2022 | SMART AND FINAL | PIPPIN SNACK BAR SUPPLIES | 605-4300-656.540.045 | 240.92 |
| NICOLETTE ANDERSEN | 10/7/2022 | WALMART | PIPPIN SNACK BAR SUPPLIES | 605-4300-656.540.045 | 33.60 |
| NICOLETTE ANDERSEN | 10/7/2022 | WALMART | PIPPIN SNACK BAR SUPPLIES | 605-4300-656.540.045 | 30.20 |
| NICOLETTE ANDERSEN | 10/7/2022 | PAYPAL OFC THEATRE NY | PIPPIN BACKDROP RUSH SHIPPING | 605-4300-656.540.045 | 181.25 |
| NICOLETTE ANDERSEN | 10/7/2022 | FAST SIGNS | PIPPIN LOBBY SIGN | 605-4300-656.540.045 | 46.47 |
| NICOLETTE ANDERSEN | 10/10/2022 | WPFORMS.COM | SAC WEBSITE FORMS ANNUAL COST | 605-4300-600.400.000 | 99.00 |
| NICOLETTE ANDERSEN | 10/10/2022 | AMAZON PRIME | PRIME MEMBERSHIP | 605-4300-600.400.000 | 16.26 |
| NICOLETTE ANDERSEN | 10/12/2022 | AMAZON | PIPPIN COSTUME SUPPLIES | 605-4300-656.540.045 | 9.73 |
| NICOLETTE ANDERSEN | 10/13/2022 | AMAZON | PIPPIN COSTUME SUPPLIES | 605-4300-656.540.045 | 32.52 |
| NICOLETTE ANDERSEN | 10/14/2022 | FIGURE 53 | PIPPIN QLAB PROJECTION PROGRAM RENTAL | 605-4300-656.540.045 | 40.00 |
| NICOLETTE ANDERSEN | 10/14/2022 | WALMART | PIPPIN SNACK BAR SUPPLIES | 605-4300-656.540.045 | 152.67 |
| NICOLETTE ANDERSEN | 10/14/2022 | THE HOME DEPOT | SAC LAMPS FOR TECH BOOTH | 605-4300-600.250.000 | 49.83 |
| NICOLETTE ANDERSEN | 10/16/2022 | AMAZON | CITY OF SELMA ADMINISTRATION SUPPLIES | 100-1600-600.100.000 | 302.99 |
| NICOLETTE ANDERSEN | 10/16/2022 | AMAZON | CKP PARADE SUPPLIES | 100-4300-600.250.000 | 46.61 |
| NICOLETTE ANDERSEN | 10/18/2022 | MUSICAL THEATER INTER | CKP- ELF JR RIGHTS AND SHOW SUPPLIES | 100-4300-600.400.000 | 1,378.16 |
| NICOLETTE ANDERSEN | 10/20/2022 | AMAZON | PIPPIN MAKEUP/COSTUME SUPPLIES | 605-4300-656.540.045 | 19.46 |
| NICOLETTE ANDERSEN | 10/20/2022 | WALMART | PIPPIN SNACK BAR SUPPLIES | 605-4300-656.540.045 | 72.73 |

US BANK INVOICE FOR CALCARD CHARGES: 9/23/22-10/24/22

| EMPLOYEE NAME | TRANSACTION DATE | VENDOR NAME | DESCRIPTION OF PURCHASE | ACCOUNT NUMBER | AMOUNT |
|--------------------|---------------------|----------------------|--|----------------------|----------|
| NICOLETTE ANDERSEN | 10/21/2022 | AMAZON | PIPPIN COSTUME RETURN | 605-4300-656.540.045 | (15.04) |
| NICOLETTE ANDERSEN | 10/21/2022 | AMAZON | PIPPIN COSTUME RETURN | 605-4300-656.540.045 | (120.93) |
| NICOLETTE ANDERSEN | 10/21/2022 | S&S WORLDWIDE | PIPPIN SET SUPPLIES | 605-4300-656.540.045 | 77.88 |
| NICOLETTE ANDERSEN | 10/22/2022 | AMAZON | PIPPIN COSTUME RETURN | 605-4300-656.540.045 | (17.33) |
| NICOLETTE ANDERSEN | 10/22/2022 | WALMART | PIPPIN SNACK BAR SUPPLIES | 605-4300-656.540.045 | 37.60 |
| NICOLETTE ANDERSEN | 10/22/2022 | SIGNUPGENIUS | AUDITION SIGN UP PLATFORM | 605-4300-600.400.000 | 24.99 |
| POLICE DEPT NO 1 | 9/26/2022 | Pet Medical Center | Boarding for K9 Onyx | 100-2200-600.400.700 | 201.00 |
| POLICE DEPT NO 1 | 10/10/2022 | TRAFFIC SAFETY STORE | FLARES FOR PATROL UNITS | 100-2200-600.250.000 | 571.88 |
| POLICE DEPT NO 1 | 10/21/2022 | Elm Ave Feed | Dog food for K9 Jay | 100-2200-600.250.000 | 60.75 |
| RECREATION DEPT | 9/22/2022 | AMAZON | GLOVES FOR KITCHEN | 100-4200-600.250.000 | 19.50 |
| RECREATION DEPT | 9/24/2022 | AMAZON | ETHERNET CABLES | 704-9600-600.250.000 | 59.41 |
| RECREATION DEPT | 9/28/2022 | CHINA GARDEN | SENIOR CENTER LUNCH | 230-4500-600.250.800 | 667.15 |
| RECREATION DEPT | 9/29/2022 | WALMART | BREAKFAST ITEMS | 230-4500-600.250.800 | 170.45 |
| RECREATION DEPT | 9/29/2022 | AMAZON | VACUUM REPLACEMENT BAGS | 100-4200-600.250.000 | 19.51 |
| RECREATION DEPT | 10/4/2022 | DOLLAR TREE | HALLOWEEN DECORATIONS | 805-0000-226.200.000 | 16.37 |
| RECREATION DEPT | 10/4/2022 | WALMART | BREAKFAST ITEMS | 230-4500-600.250.800 | 51.85 |
| RECREATION DEPT | 10/4/2022 | ROSA'S PIZZA | SENIOR CENTER LUNCH | 230-4500-600.250.800 | 600.00 |
| RECREATION DEPT | 10/4/2022 | PANADERIA VANESSA | PAN DULCE FOR BREAKFAST | 230-4500-600.250.800 | 64.00 |
| RECREATION DEPT | 10/5/2022 | SIERRA MARKET | LETTUCE PICKLES & TOMATOES FOR LUNCH | 230-4500-600.250.800 | 13.34 |
| RECREATION DEPT | 10/6/2022 | AMAZON | DAY OF THE DEAD DÉCOR | 805-0000-226.200.000 | 42.28 |
| RECREATION DEPT | 10/13/2022 | SMART AND FINAL | BREAKFAST ITEMS | 230-4500-600.250.800 | 220.66 |
| RECREATION DEPT | 10/13/2022 | SMART AND FINAL | SODAS CUPS & MISC SUPPLIES | 805-0000-226.200.000 | 151.68 |
| RECREATION DEPT | 10/13/2022 | CHICAGO'S PIZZA | SENIOR CENTER LUNCH | 230-4500-600.250.800 | 225.24 |
| RECREATION DEPT | 10/17/2022 | AMAZON | COFFEE URN | 805-0000-226.200.000 | 162.70 |
| RECREATION DEPT | 10/18/2022 | WALMART | BREAKFAST ITEMS | 230-4500-600.250.800 | 154.09 |
| RECREATION DEPT | 10/19/2022 | SIERRA MARKET | LETTUCE PICKLES & TOMATOES FOR LUNCH | 230-4500-600.250.800 | 13.78 |
| RENE GARZA | 9/23/2022 | 76 GAS STATION | FUEL | 701-9200-600.257.000 | 70.63 |
| RENE GARZA | 9/23/2022 | CSU | PARKING FOR BACKGROUND | 100-2100-600.250.000 | 5.00 |
| RENE GARZA | 10/5/2022 | 76 GAS STATION | FUEL | 701-9200-600.257.000 | 84.30 |
| RENE GARZA | 10/17/2022 | SELMA STATION GAS | FUEL | 701-9200-600.257.000 | 77.02 |
| RENE GARZA | 10/19/2022 | FEDEX OFFICE | CA POST BACKGROUND TABS | 100-2100-600.250.000 | 78.29 |
| RENE GARZA | 10/19/2022 | DELI DELICIOUS | FOOD FOR PRE-BRIEFING MEETING | 100-2200-600.250.000 | 109.94 |
| RENE GARZA | 10/19/2022 | WALMART | SUPPLIES FOR GANG OPERATION | 100-2200-600.250.000 | 90.66 |
| RENE GARZA | 10/19/2022 | NENA | REGISTRATION FOR DISPATCH SUPERVISOR | 100-2100-600.250.000 | 147.00 |
| REYNA RIVERA | 9/26/2022 | ZOOM | MONTHLY WEBINAR SUBSCRIPTION | 100-1700-600.215.000 | 40.00 |
| REYNA RIVERA | 9/30/2022 | CANVA | MONTHLY SUBSCRIPTION | 100-1700-600.250.000 | 12.99 |
| RICHARD FIGUEROA | 9/27/2022 | HOME DEPOT | RANGE TRAINING EQUIPMENT (STAPLES/TIE-TIES) | 100-2200-600.250.000 | 28.08 |
| RICHARD FIGUEROA | 10/3/2022 | MICROSOFT | VIDEO EDITOR SOFTWARE APP (TRIAL) (INVESTIGATIONS) | 100-2200-600.250.000 | 0.99 |
| RICHARD FIGUEROA | 10/5/2022 | HOME DEPOT | HAND TROLLEY (ARMORY) | 100-2200-600.250.000 | 86.76 |
| RICHARD FIGUEROA | 10/13/2022 | SIG SAUER | OPTICS COURSE | 100-2200-610.915.000 | 675.00 |
| RICHARD FIGUEROA | 10/13/2022 | SIG SAUER | OPTICS COURSE | 100-2200-610.915.000 | 675.00 |
| ROBERT PETERSEN | 9/28/2022 | NAAC | CADS TRAINING | 600-2600-610.915.000 | 99.00 |
| ROBERT TERRY | 10/25/2022 | ADOBE | ADOBE CREATIVE CLOUD SUBSCRIPTION | 100-3100-610.900.000 | 52.99 |
| RUDOLFO ALCARAZ | 10/12/2022 | HOME DEPOT | LASER MEASURE FOR CODE ENFORCEMENT | 100-2300-600.250.000 | 50.95 |
| RUDOLFO ALCARAZ | 10/15/2022 | SURF THRU | CAR WASH | 100-2200-600.250.000 | 19.99 |
| STEVEN MARES | 9/21/2022 | THE HOME DEPOT | EXTENSION CORD | 100-2100-600.250.000 | 46.61 |

US BANK INVOICE FOR CALCARD CHARGES: 9/23/22-10/24/22

| EMPLOYEE NAME | TRANSACTION DATE | VENDOR NAME | DESCRIPTION OF PURCHASE | ACCOUNT NUMBER | AMOUNT |
|----------------|---------------------|------------------------|-------------------------|----------------------|---------------------|
| STEVEN MARES | 9/22/2022 | AMAZON | CAR COVERS | 100-2100-600.250.000 | 72.17 |
| STEVEN MARES | 9/23/2022 | AUTOZONE | POWER INVERTER | 100-2100-600.250.000 | 48.80 |
| STEVEN MARES | 9/28/2022 | USPS | LETTER TO SACRAMENTO | 100-2100-600.250.000 | 26.95 |
| STEVEN MARES | 9/29/2022 | SELMA'S FINEST | DIGITAL SCALE | 100-2100-600.250.000 | 33.03 |
| STEVEN MARES | 10/4/2022 | O'REILLY'S | JUMPER CABLES FOR FLEET | 100-2100-600.250.000 | 63.99 |
| STEVEN MARES | 10/18/2022 | NELSON'S ACE HARDWARE | SPRAY PAINT | 100-2100-600.250.000 | 6.50 |
| STEVEN MARES | 10/20/2022 | SURF THRU | WASH CAR FOR EVENT | 100-2100-600.250.000 | 12.00 |
| STEVEN MARES | 10/21/2022 | GOLDEN STATE MINI MART | DRINKS FOR DETAIL | 100-2100-600.250.000 | 15.31 |
| TIFFANY FLORES | 9/27/2022 | ZOOM | SUBSCRIPTION | 100-1300-610.900.000 | 149.90 |
| TIM CANNON | 10/5/2022 | O'REILLY'S | CAR WASH SUPPLIES | 100-2200-600.250.000 | 73.72 |
| | | | | | <u>\$ 68,281.96</u> |

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

January 17, 2023

ITEM NO: 7

SUBJECT: Consider Mayoral/City Council Appointments to Various Boards

BACKGROUND: With the results of the November 2022 Statewide General Elections being certified on December 8, 2022, the City Council has requested that the matter of Mayoral and City Council appointments be revisited.

DISCUSSION: The Selma City Council is represented on various regional boards and commissions, as well as on several Joint Powers Authorities (JPAs) and the Selma-Kingsburg-Fowler (SKF) Sanitation District. Selma City Council representation on some of those boards and committees are determined by the Selma Mayor, and in the case that the Mayor decides to appoint a different representative, the Council may have the authority to approve the appointment.

In other cases, the City's representation is determined by the Joint Powers Agreement for each Authority. Further, in the case of SKF, the City's representative is determined by statute, as discussed below.

Government Code 40605

Government Code 40605 provides as follows:

In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.

This statute does not apply to JPAs which explicitly regulate the selection process for board representation (such as the Fresno COG), or to instances where the selection process is specifically regulated by statute such as is the case with SKF, which is governed by Health & Safety Code § 4730.

Health & Safety Code § 4730

California Health & Safety Code 4730 provides as follows:

The governing body of a sanitation district is a board of directors of not less than three members. The presiding officer of the governing body of each city, the whole or

part of which is included in the sanitation district, is a member of the board. A member of the governing body of each sanitary district, the whole or part of which is included in the sanitation district, is a member of the board...

...

The governing body of each city with a population of under 2,500,000, as found by the latest census, and the board of supervisors shall each select one of its members, other than its presiding officer, as an alternate director to act as a member of the district board in place of the presiding officer...during such person's absence, inability, or refusal to act.

Listing and Selection Process for Selma City Council Representation on Boards and Committees

- Five Cities Economic Development Authority (Five Cities), Board of Directors – Joint Powers Authority – **Representation by any member of the Council selected by the City Council**; Each member Agency shall appoint as its Director and representative on the Board a member of the Member Agency's City Council (Five Cities Economic Development Authority – Exhibit A)
- Fresno Council of Governments (FCOG), Board of Directors – *Joint Powers Authority* – **Representation by the Mayor**; alternate may be selected by the Council if Mayor is absent (Fresno COG Joint Powers Agreement – Exhibit B)
- Fresno County Rural Transit Agency (FCRTA), Board of Directors – *Joint Powers Authority* – **Representation by the Mayor or Councilperson**; members and alternate members shall be appointed by the City Council (FCRTA Joint Powers Agreement - Exhibit C)
- Selma-Kingsburg-Fowler Sanitation District (SKF), Board of Directors – *Sanitation District, selection process regulated by Health & Safety Code § 4730* – **Representation by the Mayor**; the City Council may select an alternate in the event that the Mayor is absent, unable, or unwilling to act (SKF Resolution No. 1 – Exhibit D)
- Upper Kings Basin Integrated Regional Water Management Authority (Kings Basin Water Authority, or KBWA) – *Joint Powers Authority* - **Representation by any member of the Council selected by the City Council**; alternate may be an employee or officer of the City (currently City Manager) (KBWA Joint Powers Agreement – Exhibit E)

The Council may appoint representatives or alternates, as applicable, for the committees above and direct staff to notify each respective body of the Council's selections.

FISCAL IMPACT: There is no anticipated fiscal impact related to this item at this time.

RECOMMENDATION: Appoint representatives or alternates, as applicable, for the committees above and direct staff to notify each respective body of the Council's selections.

_____/s/_____
Fernando Santillan, City Manager

January 11, 2023
Date

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

January 17, 2023

ITEM NO: 8

SUBJECT: Consideration of Increase to Fiscal Year 2022-2023 for One Full-Time Information Technology Technician Employee Position

BACKGROUND: On June 20, 2022 the City Council adopted the 2022/2023 fiscal year budget approving Full-Time Employee (FTE) quantities. City Staff has experience a shortfall in the current IT services company to service the IT needs of the City due to competing needs of the City. Staff determined the City of Selma is in desperate need of a full-time IT Technician who will be able to provide around the working hours support to the staff.

There have been many instances where staff has been at a standstill due to Information Technology issues due to the lack of support available.

DISCUSSION:

In order to accomplish the goal of providing the adequate Information Technology assistance needed by all City Staff including the Police Department and the Fire Department, the Administrative Department is requesting the addition of a new FTE position to the General Fund as follows:

1. Information Technology Technician (\$4,611.73 - \$5,945.10 monthly): The Information Systems Technician will report to the Deputy City Manager and is responsible for performing the investigation of system-related problems, assisting users in resolving daily operational and technical problems, performing database administration and management, and overseeing technical support contracts and consultants to ensure systems and hardware are maintained. The position is also responsible for network administration, IT inventory management, website administration, communications systems, administration of user credentials, software and hardware training, development of replacement plans and ordering equipment.

FISCAL IMPACT: The fiscal impact to the General Fund will be in the amount of \$30,754.00 for the remainder of the current fiscal year 2022-2023 if the position is filled by February 1st.

RECOMMENDATION: Authorize City Manager to Increase Full-Time Employee Positions by One Information Technology Technician in the General Fund.

January 11, 2023
Date

January 11, 2023
Date

1. Resolution authorizing City Manager to increase FT Employee position by One Information Technology Technician.
2. Selma IT Technician Brochure

RESOLUTION NO. 2023-____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING ONE FULL TIME EMPLOYEE POSITION TO
DATAPROCESSING**

WHEREAS, On June 20, 2022 the City Council adopted the 2022/2023 fiscal year budget approving Full-Time Employee (FTE) quantities; and,

WHEREAS, City Departments have expressed the need for more assistance in the area of Information Technology and staff has identified the need for a full time staff to assist city staff with all IT related needs; and,

WHEREAS, the City Manager for the City of Selma, having assessed various departmental operations and workload issues desires to take the following actions, consistent with his responsibilities set forth in the City's Municipal Code:

- Allocate a FTE Information Technology Technician for the Fiscal Year 2022-2023 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby finds, determines, and declares the following:

1. The above recitals are true and correct;
2. The City Council hereby approves the recommended addition of a FTE Information Technology Technician allocation by the City Manager.
3. **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.
4. **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.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 17th day of January 2023 by the following vote:

| | |
|----------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |

(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk



Now accepting applications for

INFORMATION SYSTEMS TECHNICIAN



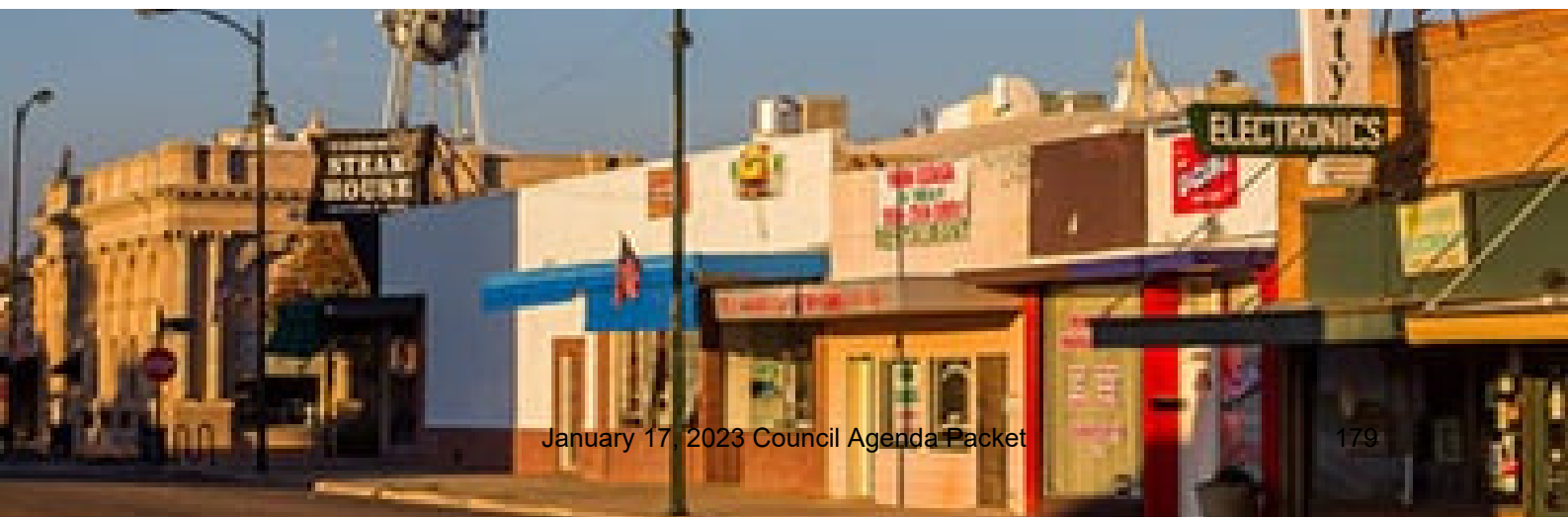
THE POSITION

Are you an energetic, forward-thinking professional with a broad background in the field of information technology (IT)? Do you value working in an organization that promotes creativity and innovation? Do you excel at providing technical support to meet organizational needs? If so, the City of Selma welcomes your application for Information Systems Technician.

The Information Systems Technician reports to the Deputy City Manager and is responsible for performing the investigation of system-related problems, assisting users in resolving daily operational and technical problems, performing database administration and management, and overseeing technical support contracts and consultants to ensure systems and hardware are maintained. The position is also responsible for network administration, IT inventory management, website administration, communications systems, administration of user credentials, software and hardware training, development of replacement plans and ordering equipment.

THE IDEAL CANDIDATE WILL

- Be skilled with solving end-user software and hardware issues while providing expert customer service.
- Have experience with overseeing IT support consultants and executing activities associated with oversight, planning, technical analysis, and administration of contracts.
- Have experience with OpenGov and Microsoft Office administration.
- Be detail-oriented with exceptional organizational skills to perform the job functions.
- Have excellent verbal and written communication skills; use multiple channels to build transparency; have writing capabilities to compose reports, correspondence, documents, and presentations.
- Communicate in a proactive, approachable, and responsive manner demonstrating understanding of stakeholder interests and needs and commitment to meeting them.
- Have knowledge of principles and practices of project management work models.
- Be analytical and appropriately detail oriented.
- Have demonstrated experience in developing project scopes and budgets.



COMPETENCIES

Adaptability and Flexibility - Works through situations involving ambiguity or setbacks by systematically evaluating options and establishing appropriate action plans

Analytical Thinking - Identifies solutions to complex problems integrating findings from several different disciplines; evaluates the various options developed and selects the most effective solution

Collaboration - Fosters staff and stakeholder communication and dialogue; identifies opportunities for building consensus

Communication - Models interpersonal communication that invites participation and future dialogue

Creativity and Innovation - Applies original thinking in approach to job responsibilities and improving processes, methods, systems, and services

Initiative - Identifies and takes action to address problems and opportunities

Problem Solving - Collaborates effectively with others to solve problems and develop solutions that are easily sustainable

Teamwork - Fosters cooperation and collaboration in others through trust-building and relationships

Time Management and Organization - Manages and prioritizes both everyday responsibilities and high-level, longer-term objectives



ABOUT THE COMMUNITY

The City of Selma is a rapidly growing and richly diverse community of close to 25,000 people. The City of Selma is situated in the heart of the Central Valley just southeast of Fresno on Highway 99. The main entrances of Kings Canyon, Sequoia, and Yosemite National Parks are just seventy miles away and the central coast is less than three hours' drive away. There are also direct lines of travel to both San Francisco and Los Angeles.

Even as Selma grows, it strives to retain small town qualities and lifestyle. The quaint central business district has continued to thrive. An economic development consortium of public and private entities collaborates to support local business and welcome new businesses owners and developers to the area. Although the Selma area produces about 90% of the raisins in the U.S. and Selma is called the "Raisin Capital of the World," the city also hearkens back to the early days and calls itself, "A Peach of a City." In addition to farming, Selma has manufacturing and meat production. Selma is also home to several major health care facilities.

Selma is a great place to live and work. There are year-round events, community groups, arts, and culture for all ages. The Selma Arts Center, designed by renowned Californian architect, Arthur Dyson, is a performing and visual arts center. Selma offers education for all ages, including colleges nearby in Fresno as well as vocational schools.

ABOUT THE ORGANIZATION

Selma is a full-service municipal agency that has a Council-Manager form of government in which all power and authority to set policy resides with the mayor and council members.

The City Council consists of five members selected by district-based elections, and they represent the legislative body of the City. The City Council is responsible for creating the policies for the City and approving the major actions through which the municipal functions are conducted.



REQUIREMENTS

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

- Graduation from an accredited four-year college or university with a degree in data processing, business systems or closely related field, or graduation from an accredited vocational school; and
- A minimum of three (3) years increasingly responsible work in data processing systems, LANs, WANs, and data communications.

Licenses: Possession of a valid Class C California driver's license and a satisfactory driving record, which must be maintained throughout employment in this position.



SALARY AND BENEFITS

The salary range for this position is **\$53,980 to \$64,404** annually; placement within this range is dependent upon qualifications. The City also provides an excellent array of benefits that include:

- **Retirement:** The City is a member of the California Public Employees' Retirement System. Employees hired on or prior to December 31, 2012, currently contribute 8% of the "employee's share" for the 2.7% @ 55 Retirement Plan (integrated with Social Security). Employees hired on or after January 1, 2013, who are considered a new member of CalPERS per PEPRAs regulations, will contribute 50% of the "total cost" for the 2% @ 62 Retirement Plan (integrated with Social Security). Participation is mandatory.
- **Social Security:** Employer and employees pay into the Social Security system through payroll deduction.
- **Deferred Compensation Plan:** City employees may voluntarily participate in a tax-deferred retirement plan, which allows employees to defer a part of their wages and at the same time, lower their state and federal income taxes.
- **Holidays:** The City normally observes twelve (12) holidays a year and employees receive an additional floating holiday for their birthday each year.
- **Vacation:** Basic vacation is accumulated at the rate of one day for each month worked. Beginning with the sixth year of service, additional vacation is accumulated for longevity up to a maximum of 24 days a year.
- **Sick Leave:** Sick leave accumulates at the rate of one workday a month.
- **Group Insurance:** Employees may participate in health, dental, vision, and group life insurance programs. The City pays approximately 90% of these premiums for the employee and eligible dependents.

SELECTION PROCESS

DEADLINE TO APPLY: February 19, 2023, at 11:59 PM PST.

Apply at: <https://bit.ly/SelmaISTechnician>

Applications must be submitted online through this applicant tracking system. All materials must be complete and clearly indicate the candidate meets the minimum qualifications. All statements made on the application, resume, and supplemental materials are subject to verification. False statements may be cause for immediate disqualification, removal from eligibility list or discharge from employment.

Application - (Pass/Fail) Applications are screened based on the criteria indicated in this announcement. Incomplete, late, emailed, and faxed applications will not be accepted. Resumes are not considered in lieu of the required employment application. Certificates, resumes, and/or cover letters must be uploaded with your application through this applicant tracking system. All completed applications and supplemental questionnaires will be reviewed for each applicant's ability to meet the minimum work experience, training, and education qualifications.

Minimum Qualifications (MQ) Appraisal - (Pass/Fail) All completed applications and supplemental questionnaires will be reviewed for each applicant's ability to meet the minimum work experience, training, and education qualifications.

Remote Screening - (Pass/Fail) Candidates who pass the application assessment may be invited to a Remote Screen Interview Examination to evaluate training, experience, and other job-related qualifications for the position. The initial Remote Screen Interview will be conducted via a video conference platform and is tentatively scheduled for the week of February 20, 2023.

The City will tentatively hold hiring interviews the week of February 27, 2023.

Neither Regional Government Services nor the City of Selma are responsible for failure of internet forms or email transmission in submitting your application.

Candidates who may require special assistance in any phase of the application or selection process should advise us by emailing Regional Government Services at rblut@rgs.ca.gov.



Regional Government Services

Contact: Richard Blut
rblut@rgs.ca.gov 650.587.7300 x120

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

January 17, 2023

ITEM NO: 9

SUBJECT: Consider Approval of an Agreement for City of Selma Police Department to Contract with the Fresno County Probation Department for a Police Officer Assignment to the Fresno County Probation and Parole Adult Compliance Team (ACT).

BACKGROUND: The Selma Police Department has assigned a Police Officer to the Fresno County Probation and Parole Adult Compliance Team, (ACT). It is the function of this compliance team to ensure those individuals being released from a Correctional Detention Facility be monitored to ensure these individuals are in adherence to the terms of their Probation and or Parole release terms. The Selma Police Department has had a Police Officer assigned to this Team historically since 2017.

By dedicating a Police Officer to this compliance team over the last several years, the Selma Police Department has benefited greatly from this Agreement. On many occasions the Police Department has identified a wanted individual on Probation and or Parole and is assigned to the team for compliance. As resources are thin at times we have been able to obtain assistance from the team with the apprehension of identified individuals in these instances

Additionally the Adult Compliance Team regularly conducts compliance of Probation and Parolees residing within our jurisdiction which aids in crime prevention and does not use additional resources from our normal operations.

DISCUSSION: With the increased early release of individuals from both County and State Correctional facilities, it will be paramount to ensure these individuals returning back to our communities are monitored to ensure compliance and their future success. This Agreement would ensure the City of Selma Police Department has representation on this Adult Compliance Team to ensure the compliance of those individuals returning to our Community of Selma.

FISCAL IMPACT: As part of this Agreement the Fresno County Probation Department shall compensate the City of Selma Police Department for an amount equal to the cost of One (1) City of Selma Police Officer for assignment to the Adult Compliance Team, not to exceed the maximum amount payable under this Agreement of \$202,842. With this, there is no anticipated negative fiscal impact forecasted.

RECOMMENDATION: Approval of an Agreement to allow the City of Selma Police Department Assign a Police Officer to the Fresno County Adult Compliance Team.

| | |
|--|-------------------------|
| <u> /s/ </u> | <u>January 11, 2023</u> |
| Rudy Alcaraz | Date |
| Chief of Police | |

| | |
|--|-------------------------|
| <u> /s/ </u> | <u>January 11, 2023</u> |
| Fernando Santillan | Date |
| City Manager | |

Attachments:

1. Resolution Approving an Agreement between the City of Selma Police Department to assign a Police Officer to the Fresno County Adult Compliance Team.
2. Professional Services Agreement between the City of Selma and the County of Fresno

RESOLUTION NO. 2023 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT FOR CITY OF SELMA POLICE DEPARTMENT TO CONTRACT
WITH THE FRESNO COUNTY PROBATION DEPARTMENT FOR A POLICE
OFFICER ASSIGNMENT TO THE FRESNO COUNTY PROBATION AND
PAROLE ADULT COMPLIANCE TEAM (ACT).**

WHEREAS, the City of Selma is authorizing the City Manager to execute an Agreement allowing the Selma Police Department to assign a Police Officer to the Fresno County Adult Compliance Team.

WHEREAS, the City of Selma will be compensated by the County of Fresno for assignment of a Police Officer and any necessary tools and or training to perform in the capacity of the Adult Compliance Team; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma as follows:

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

SECTION 2. The City Council hereby approves the Agreement attached as Exhibit A and incorporated herein by reference.

SECTION 3. The City Manager is hereby authorized to execute this Agreement for the assignment of a Police Officer to the Fresno County Adult Compliance Team and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

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.

PASSED, APPROVED AND ADOPTED this 17 day of January, 2023, by the following vote:

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

Signatures on following page

Scott Robertson, Mayor

ATTEST:

Reyna River, City Clerk

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated January 17, 2023 and is between CITY
3 OF SELMA, a municipal corporation, whose address is 2055 Third Street, Selma CA, 93662
4 ("Contractor"), and the County of Fresno, a political subdivision of the State of California
5 ("County").

6 **Recitals**

7 A. Under Assembly Bill 109, the Public Safety Realignment Act (AB 109), signed into law
8 on April 5, 2011, the State of California has realigned responsibilities for probation, post release
9 community supervision (PRCS), and mandatory supervised release of offenders. The State of
10 California has provided funding to County for the purpose of implementing AB 109 services.

11 B. The County requires an additional layer of offender supervision to ensure offender
12 accountability, surveillance, and supervision through mobile, intensive, and evidence-based
13 practices leading to enhanced public safety and offender compliance. Subsequently, the AB 109
14 Implementation Plan of 2011, collectively referred to as the "AB 109 PLAN," includes formation
15 of the Adult Compliance Team (ACT), to create a cooperative unit capable of addressing public
16 safety concerns and issues facing local law enforcement in Fresno County. The ACT is
17 comprised of representatives of the Fresno County Sheriff's Department, the Fresno County
18 District Attorney's Office, the Fresno County Probation Department, and officers of the Clovis,
19 Fresno, Kerman, Kingsburg, Reedley, Sanger, and Selma Police Departments.

20 C. The AB 109 PLAN, including its updates, was developed by the Fresno County
21 Community Corrections Partnership (CCP), and approved by the Fresno County Board of
22 Supervisors. This implementation plan was approved by the CCP on August 19, 2011 and
23 approved by the Board on September 13, 2011.

24 D. The Contractor desires to continue to be a member of the ACT and the County desires
25 to maintain the Contractor as an ACT member, and to continue to implement AB 109 services.

26 E. The Contractor also desires to participate in the Pretrial After-Hours Response, as set
27 forth in Exhibit A.

28 The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Scope of Services."

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
8 applicable federal, state, and local laws and regulations in the performance of its obligations
9 under this Agreement, including but not limited to workers compensation, labor, and
10 confidentiality laws and regulations.

11 **Article 2**

12 **County's Responsibilities**

13 2.1 The County shall compensate the Contractor for an amount equal to the cost of
14 One (1) City of Selma Police Officer for assignment to the ACT, not to exceed the maximum
15 amount payable under this Agreement of \$202,842.

16 **Article 3**

17 **Compensation, Invoices, and Payments**

18 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
19 the performance of its services under this Agreement as described in this section.

20 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
21 under this Agreement is Two Hundred Thousand Nine Hundred and Sixty-Five Dollars
22 (\$200,965) to participate as an ACT member and implement AB 109 services, plus One
23 Thousand Eight Hundred Seventy-Seven Dollars (\$1,877) for Pretrial After-Hours Response
24 activities, during the annual term of this Agreement. In no event shall compensation paid for all
25 services performed under this Agreement exceed Two Hundred Two Thousand Eight Hundred
26 Forty-Two Dollars (\$202,842) during the term of this Agreement. The Contractor acknowledges
27 that the County is a local government entity, and does so with notice that the County's powers
28 are limited by the California Constitution and by State law, and with notice that the Contractor

may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 **Invoices.** The Contractor shall submit quarterly invoices to County of Fresno Probation Department at ProbationInvoices@FresnoCountyCA.gov. Invoices must be submitted on or after the dates of October 1, 2022 and January 1, April 1, and July 1, 2023, respectively, and include a breakdown of expenses identified in the final approved budget of the CCP for use in executing the mission of ACT. An invoice for Pretrial After-Hours Response activities must be submitted separately. The Contractor shall submit each invoice within 60 days after the quarter in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

3.4 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective retroactively to July 1, 2022 and terminates on June 30, 2023, except as provided Article 6, "Termination and Suspension," below.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Chief Probation Officer
County of Fresno
3333 E. American Avenue, Building 701, Suite B
Fresno, CA 93725

For the Contractor:

Chief of Police
CITY OF SELMA
1935 E. Front Street
Selma, CA 93662

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least 30 days' advance written notice to the
6 Contractor, may:

7 (A) Modify the services provided by the Contractor under this Agreement; or

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has
11 occurred, the County may give written notice of the breach to the Contractor. The written
12 notice may suspend performance under this Agreement, and must provide at least 30
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the
17 County, the Contractor has:

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
23 County may terminate this Agreement by giving at least 30 days advance written notice to the
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in

1 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
2 defend the County.

3 The County shall indemnify and hold harmless and defend the Contractor (including its
4 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,
5 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to
6 the County, the Contractor, or any third party that arise from or relate to the performance or
7 failure to perform by the County (or any of its officers, agents, subcontractors, or employees)
8 under this Agreement. The Contractor may conduct or participate in its own defense without
9 affecting the County's obligation to indemnify and hold harmless or defend the Contractor.

10 In the event of concurrent negligence on the part of County or any of its officers, agents, or
11 employees, and Contractor or any of its officers, agents, or employees, the liability for any and
12 all such claims, demands, and actions in law or equity for such losses, costs, expenses, and
13 damages shall be apportioned under the State of California's theory of comparative negligence,
14 as presently established, or as may be modified hereafter.

15 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

16 **Article 9**

17 **Insurance**

18 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
19 Agreement.

20 **Article 10**

21 **Inspections, Audits, and Public Records**

22 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
23 the County may examine at any time during business hours and as often as the County deems
24 necessary, all of the Contractor's records and data with respect to the matters covered by this
25 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
26 request by the County, permit the County to audit and inspect all of such records and data to
27 ensure the Contractor's compliance with the terms of this Agreement.
28

1 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 10.3 **Public Records.** The County is not limited in any manner with respect to its public
7 disclosure of this Agreement or any record or data that the Contractor may provide to the
8 County. The County's public disclosure of this Agreement or any record or data that the
9 Contractor may provide to the County may include but is not limited to the following:

10 (A) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose this Agreement to the public or such governmental
12 agency.

13 (B) The County may voluntarily, or upon request by any member of the public or
14 governmental agency, disclose to the public or such governmental agency any record or
15 data that the Contractor may provide to the County, unless such disclosure is prohibited
16 by court order.

17 (C) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure under the Ralph M. Brown Act (California
19 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

20 (D) This Agreement, and any record or data that the Contractor may provide to the
21 County, is subject to public disclosure as a public record under the California Public
22 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
23 with section 6250) ("CPRA").

24 (E) This Agreement, and any record or data that the Contractor may provide to the
25 County, is subject to public disclosure as information concerning the conduct of the
26 people's business of the State of California under California Constitution, Article 1,
27 section 3, subdivision (b).
28

1 (F) Any marking of confidentiality or restricted access upon or otherwise made with
2 respect to any record or data that the Contractor may provide to the County shall be
3 disregarded and have no effect on the County's right or duty to disclose to the public or
4 governmental agency any such record or data.

5 **10.4 Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the Contractor. Within five business days after the County's demand, the
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
12 possession or control, together with a written statement that the Contractor, after conducting a
13 diligent search, has produced all requested records that are in the Contractor's possession or
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a
15 diligent search, does not possess or control any of the requested records. The Contractor shall
16 cooperate with the County with respect to any County demand for such records. If the
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the
19 exemption by citation to specific legal authority within the written statement that it provides to
20 the County under this section. The Contractor's assertion of any exemption from disclosure is
21 not binding on the County, but the County will give at least 10 days' advance written notice to
22 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
25 failure to produce any such records, or failure to cooperate with the County with respect to any
26 County demand for any such records.

1 **Article 11**

2 **Disclosure of Self-Dealing Transactions**

3 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
4 or changes its status to operate as a corporation.

5 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the
8 County before commencing the transaction or immediately after.

9 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
10 a party and in which one or more of its directors, as an individual, has a material financial
11 interest.

12 **Article 12**

13 **General Terms**

14 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed
16 by both parties. The Contractor acknowledges that County employees have no authority to
17 modify this Agreement except as expressly provided in this Agreement.

18 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
19 under this Agreement without the prior written consent of the other party.

20 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
21 or related to this Agreement.

22 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
23 County, California. Contractor consents to California jurisdiction for actions arising from or
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
25 brought and maintained in Fresno County.

26 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
28

1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 12.8 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
22 between the Contractor and the County with respect to the subject matter of this Agreement,
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
24 publications, and understandings of any nature unless those things are expressly included in
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
28 exhibits.

1 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

4 (A) The Contractor is duly authorized and empowered to sign and perform its
5 obligations under this Agreement.

6 (B) The individual signing this Agreement on behalf of the Contractor is duly
7 authorized to do so and his or her signature on this Agreement legally binds the
8 Contractor to the terms of this Agreement.

9 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

11 (A) An “electronic signature” means any symbol or process intended by an individual
12 signing this Agreement to represent their signature, including but not limited to (1) a
13 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) version of an
15 original handwritten signature.

16 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
17 equivalent to a valid original handwritten signature of the person signing this Agreement
18 for all purposes, including but not limited to evidentiary proof in any administrative or
19 judicial proceeding, and (2) has the same force and effect as the valid original
20 handwritten signature of that person.

21 (C) The provisions of this section satisfy the requirements of Civil Code section
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
23 Part 2, Title 2.5, beginning with section 1633.1).

24 (D) Each party using a digital signature represents that it has undertaken and
25 satisfied the requirements of Government Code section 16.5, subdivision (a),
26 paragraphs (1) through (5), and agrees that each other party may rely upon that
27 representation.
28

1 (E) This Agreement is not conditioned upon the parties conducting the transactions
2 under it by electronic means and either party may sign this Agreement with an original
3 handwritten signature.

4 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
5 original, and all of which together constitute this Agreement.

6 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CITY OF SELMA

COUNTY OF FRESNO

3
4
5 _____
Rudy Alcaraz, Chief of Police

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

6 1935 E. Front Street
7 Selma, CA 93662

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

8
9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 34309999
13 Account No.: 7295
Fund No.: 0001
14 Subclass No.: 10000
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Exhibit A

Scope of Services

AB 109
The Criminal Justice Realignment
Act Adult Compliance Team
(ACT)
November 2022

OPERATING AGREEMENT

Fresno County Probation Department
Fresno County Sheriff's Department
Fresno County District Attorney's Office
Fresno Police Department
Clovis Police Department
Selma Police Department
Reedley Police Department
Kerman Police Department
Kingsburg Police Department
Sanger Police Department

Exhibit A

I. PURPOSE

This document establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation supervision, Post Release Community Supervision (PRCS), and Mandatory Supervision (MS) that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

II. MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence-based practices leading to enhanced public safety and offender compliance.

III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, PRCS, and MS, with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the probation supervision, PRCS, MS and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

IV. GENERAL OPERATIONAL STRATEGIES

Exhibit A

Intensive supervision based on offender assessment, combined with evidence-based practices, forms the cornerstone of the County of Fresno AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action in regard to offenders under probation supervision, PRCS, and MS by the Fresno County Probation Department.

To this end, the participating agencies developed these operational guidelines and procedures concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by these terms and provisions set forth throughout the formation of the joint operation.

V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation Department. The Probation Department is the commanding agency of ACT and will maintain responsibility for the administrative direction, objective, and mission of the Adult Compliance Team.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) sergeant from the Fresno County Sheriff's Department; two (2) deputies from the Fresno County Sheriff's Department; two (2) senior district attorney investigators from the Fresno County District Attorney's Office; one (1) sergeant from the Fresno Police Department; three (3) police officers from the Fresno Police Department; one (1) police officer from the Clovis Police Department; one (1) crime specialist from the Clovis Police Department; one (1) police officer from the Selma Police Department; one (1) police officer from the Reedley Police Department; one (1) police officer from the Kerman Police Department; one (1) police officer from the Kingsburg Police Department; and one (1) police officer from the Sanger Police Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

A. Policy and Direction

Under the policy and planning direction of the Community Corrections Partnership (CCP), ACT will utilize an Advisory Sub-Committee of CCP.

B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within Fresno County with an interest in ACT are welcome to

Exhibit A

attend the meetings of the ACT Advisory Sub-Committee.

Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub-Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The Probation Assistant Deputy Chief is the Operations Commander and has overall responsibility for the operation of ACT. The Operations Commander implements direction to the team under the administrative direction of the Fresno County Probation Department's Realignment Division Deputy Chief. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee and will attend meetings of the CCP as required.

D. Field Supervisor

The assigned Field Supervisor(s) will be the day-to-day operations supervisor(s) and responsible for overall coordination of tactical field operations. When ACT works as separate elements and both supervisors are working, each supervisor will be responsible for their assigned element. When only one supervisor is on duty, that supervisor will be responsible for the supervision of both elements.

E. Probation Department

All probation conditions and release compliance remain the responsibility of the AB109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision, or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

VI. OPERATIONS

A. Supervision and FieldResponsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

All ACT personnel will conform to their own agency's policies and procedures as well as policies and procedures that may be required by participation in ACT.

Exhibit A

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, PRCS, and MS will be entered into the Probation Records Information Management System (PRIMS).

All agencies participating on the Adult Compliance Team will have full access to Sharenet and the information in PRIMs. Information sharing with other law enforcement agencies regarding offenders under probation supervision, PRCS, and MS, allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary investigative officer through the use of their own departmental report writing system.

C. Pretrial After-Hours Response

As part of the Fresno County Probation Department's Pretrial expansion, officers will respond to after-hours GPS violations, questions, and technical problems. Two armed Deputy Probation Officers, along with one ACT Officer, must be available to respond to such matters in the field.

- ACT Team members will be scheduled/assigned on a rotational basis to respond to such matters.
- ACT Team members on rotation shall be designated on standby when not working regularly scheduled hours to assist the Pretrial Officers.
- ACT Officers assigned will be compensated with standby pay in accordance with their respective agency MOU's and overtime.
- ACT Officers assigned and responding to field matters will be compensated at time and half, (1½) their base hourly rate, with a minimum of two (2) hours.
- ACT personnel are expected to be assigned approximately 3 non-consecutive weeks per year.
- All in-force memorandum of understanding provisions not modified by this agreement shall remain in effect.
- Each participating agency's management reserves the right and authority to discontinue the participation of any of their particular employees in this agreement at any time. A two (2) week notice, if practicable, shall be given to the impacted employee. Such discontinuance shall not be appealable or grievable.

Exhibit A

VII. ADMINISTRATION

A. Financial Administration

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by County of Fresno Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-Committee for presentation to the CCP.

B. Vehicles

As provided for in the approved CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers for use in executing the mission of ACT, as specified in the final approved budget of the CCP and Fresno County. Each agency shall provide vehicles, as well as insurance and maintenance costs for those vehicles, for their respective employees.

C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

F. Training

ACT Officers will complete training as assigned and approved by the ACT Advisory Sub-Committee chairperson or their designee. Training for the team will be outlined

Exhibit A

during the fiscal year to reflect the needs of the team. The Probation Department's Realignment Division Deputy Chief may also assign training to the ACT members as it pertains to the Evidence-Based Practices outlined by the AB 109 program.

G. Personnel Management

The selection of ACT members will be made by each participating agency. If any of the ACT policies and procedures conflict with any of the participating agencies' policies and procedures, notice of the conflict shall be immediately given to a supervisor. The supervisor will take whatever action necessary to reconcile the conflict.

Each participating agency retains full responsibility for the professional and personal conduct of its own personnel assigned to ACT. Each participating agency will follow its agency directives/MOU for working modified schedules.

VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include but are not limited to:

- A. Citizen Complaints
- B. Employee Evaluations
- C. On-Duty Motor Vehicle Accidents
- D. Injuries Sustained on Duty
- E. Officer-Involved Shooting
- F. Discharge of Firearm
- G. Vehicle Pursuits
- H. Use of Force

Each participating team member's agency has in place an administrative process for addressing the situations listed above. Should these situations occur, ACT will immediately notify the involved officer's agency. It will remain the responsibility of the involved officer's agency to address those situations pursuant to their own administrative process. All agencies involved in a critical incident will have the opportunity to observe other agency interviews with their own employees.

IX. DURATION

This OA shall become effective upon execution and shall continue without change

Exhibit A

1 until amended in accordance with Section X or terminated as discussed below.

2 Participation in ACT by any participating agency may continue as funding provides or
3 until said agency terminates participation in ACT. An agency shall terminate
4 participation in the following manner: delivery of written notice to the Chairperson of
5 the CCP Executive Committee and to all other participation agencies, with termination
6 to be effective 60 days after delivery.

7 As to each participating agency, this OA will be in force from the date that agency
8 signs the agreement. Termination of the OA has been provided for above.

9 X. AMENDMENT

10 Any member of the ACT Advisory Sub-Committee may propose an amendment to this
11 OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The
12 proposed amendment would be submitted to the Executive Committee of the
13 Community Corrections Partnership for their consideration and approval.

14 XI. LIABILITY

15 Each participating agency will be solely responsible for any and all damages, including
16 attorney's fees, results from acts or omissions of its own employees or agents,
17 including each ACT assigned employee. Each participating agency shall indemnify and
18 hold harmless all other participating agencies for these acts or omissions. The
19 provisions contained herein include any violation of applicable law, ordinance,
20 regulation or rule, including where the claim, loss, damage, charge or expense was
21 caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers
22 or employees in its or their performance thereunder.

23 It is the intent of the parties hereto that, where negligence is determined to have been
24 contributory, principles of comparative negligence will be followed, and each party
25 shall bear the proportionate cost of any loss, damage, expense, and liability
26 attributable to that party's negligence.

27 The participating agencies will establish procedures to notify the other agencies,
28 where appropriate, of any claims, administrative actions or legal actions with respect
to any of the matter described in this indemnification provision. The agencies shall
cooperate in the defense of such actions brought by others with respect to the matters
covered in this agreement. Nothing set forth in this OA shall establish a standard of
care for, or create any legal rights in, any person not a party to this OA.

Exhibit A

XII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

XIII. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

XIV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

XV. GOVERNING LAW

The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.

XVI. INTEGRATION

The OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies. This OA expressly replaces and supersedes the prior OA, dated May 2021, and that OA shall have no further force and effect.

Exhibit A

XVII. SUPPORTING AGENCIES

The following Agencies support the mission and strategies of ACT:

Kirk Haynes, Chief Probation Officer
County of Fresno

Dated

Lisa A. Smittcamp, District Attorney
County of Fresno

Dated

Margaret Mims, Sheriff
County of Fresno

Dated

Paco Balderrama, Chief of Police
City of Fresno

Dated

Curt Fleming, Chief of Police
City of Clovis

Dated

Rudy Alcaraz, Chief of Police
City of Selma

Dated

Jose L Garza, Chief of Police
City of Reedley

Dated

John Golden, Chief of Police
City of Kerman

Dated

Neil Dadian, Chief of Police
City of Kingsburg

Dated

Exhibit A

Greg Garner, Chief of Police
City of Sanger

Dated

Exhibit B

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

| | | | |
|--|--|--------------|--|
| (1) Company Board Member Information: | | | |
| Name: | | Date: | |
| Job Title: | | | |
| (2) Company/Agency Name and Address: | | | |
| | | | |
| (3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to) | | | |
| | | | |
| (4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a) | | | |
| | | | |
| (5) Authorized Signature | | | |
| Signature: | | Date: | |

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

Exhibit C

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that

Exhibit C

the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.