

**CITY OF SELMA
COUNCIL SPECIAL MEETING
January 11, 2021**

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 867 0551 9459 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

The special meeting of the Selma City Council was called to order at 5:00 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Legal Counsel Carlson, City Manager Santillan, and interested citizens.

The agenda for this meeting was duly posted in a location visible at all times by the general public twenty-four hours prior to this meeting.

PRELIMINARY REVIEW OF POTENTIAL INFRASTRUCTURE FUNDING

SOURCES: City Manager Santillan provided a power point presentation to discuss City infrastructure and potential funding options. He elaborated on the infrastructure and facility needs for the City of Selma, and reported that City Staff continues to work with strategic advisors, government affairs consultants, financial consultants, and the development community to create a comprehensive funding plan for Selma's infrastructure and public facility needs. City Manager Santillan recommended a future public workshop to further discuss sewer infrastructure development and financing.

CONSIDER APPROVAL OF ROCKWELL POND PARK CONCEPTUAL DESIGN AND PRELIMINARY PHASED COST ESTIMATE:

RRM Design representative Lance Wierschem provided a power point presentation on the conceptual design for Rockwell Pond Park. He also provided cost estimates for the different phases of the project and advised that the final cost of the project is dependent on factors such as, market conditions, and the number of bids. After much Council discussion, a motion to TABLE THE MATTER PENDING FURTHER INFORMATION ON FUNDING SOURCES was made by Council member Mendoza-Navarro. The motion was seconded by Council member Guerra and was carried unanimously.

Public comment was then received from Ms. Jeanette Ontiveros.

CONSIDER DATES FOR SPECIAL MEETING/WORKSHOP IN EARLY FEBRUARY FOR IN-DEPTH DISCUSSION ON INFRASTRUCTURE NEEDS AND POTENTIAL FUNDING SOURCES:

After discussion, it was the consensus of Council to set the next special meeting to February 9, 2022 at 5:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:27 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL SPECIAL MEETING
January 18, 2022**

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 856 8542 0667 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

The special meeting of the Selma City Council was called to order at 5:30 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Legal Counsel Van Bindsbergen, City Manager Santillan, and interested citizens.

The agenda for this meeting was duly posted in a location visible at all times by the general public seventy-two hours prior to this meeting.

CLOSED SESSION: Mayor Robertson recessed the meeting into Closed Session at 5:32 p.m. to discuss the following:

CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6

Agency designated representatives:

City Manager, Fernando Santillan; Interim Assistant City Manager, Ralph Jimenez

Employee Organization: All Bargaining Groups

Mayor Robertson reconvened the meeting from closed session at 5:59 p.m. with no reportable action.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:00 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
January 18, 2022**

PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THE PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 856 8542 0667 TO PROVIDE COMMENTS ON AGENDA ITEMS. THE COUNCIL CHAMBER WAS OPEN FOR THE PUBLIC AS WELL.

The regular meeting of the Selma City Council was called to order at 6:02 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho and Mayor Robertson.

Also present were Legal Counsel Van Bindsbergen, City Manager Santillan, Fire Chief Petersen, Community Services Director Kirchner, Police Commander Garza, Public Works Director Ferrell, Interim Finance Director Sanchez, Interim Assistant City Manager Jimenez, and interested citizens.

The agenda for this meeting was duly posted in a location visible at all times by the general public seventy-two hours prior to this meeting.

INVOCATION: Pastor Joe Alvarez of Iglesia Antioquia led the invocation.

ORAL COMMUNICATIONS: Public comment was received by Mr. Jim Avalos and Mrs. Rose Robertson.

SWEARING IN CEREMONY CITY MANAGER SANTILLAN: This presentation was postponed.

CONSENT CALENDAR: Mayor Robertson requested to pull agenda item 1.g., for separate discussion. Council member Guerra requested to pull agenda item 1.i. Council member Guerra motioned to approve the remainder of the Consent Calendar as written. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

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|------|-----------------|--|
| 1.a. | <u>Approved</u> | Consideration of the September 27, 2021, Council meeting minutes |
| b. | <u>Approved</u> | Consideration of the October 4, 2021, Council meeting minutes |
| c. | <u>Approved</u> | Consideration of the October 18, 2021, Council meeting minutes |
| d. | <u>2022-1R</u> | Resolution Authorizing the City to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361 |
| e. | <u>2022-2R</u> | Resolution Authorizing and Approving the Grant Submission and Contract with the State of California-Department of Alcoholic Beverage Control for Grant Funding |
| f. | <u>2022-3R</u> | Resolution Authorizing and Approving the Grant Submission and Contract with the State of California-Department of Justice for Grant Funding |

- g. Pulled Consideration of a 1-year Extension of Tax Sharing MOU with the County of Fresno
- h. Approved Consideration of an agreement with Dr. Thomas J. O’Laughlin, M.D. to serve as the Medical Director for the Selma Fire Department
- i. Pulled Consideration of the check register dated January 11, 2022

CONSENT CALENDAR AGENDA ITEM 1.g. CONSIDERATION OF A 1-YEAR EXTENSION OF TAX SHARING MOU WITH THE COUNTY OF FRESNO and 1.i. CHECK REGISTER DATED JANUARY 11, 2022: After much discussion, a motion was made by Council member Mendoza-Navarro to APPROVE A 1-YEAR EXTENSION OF TAX SHARING MOU WITH THE COUNTY OF FRESNO & CHECK REGISTER DATED JANUARY 11, 2022. The motion was seconded by Council member Guerra and carried unanimously.

- 2. 2022-4R Consideration of a Resolution Authorizing the Issuance and Delivery of Pension Obligation Bonds to Refund Certain Outstanding Pension Fund Obligations of the City to the California Public Employees’ Retirement System, Approving the Form of and Authorizing the Execution and Delivery of a Trust Agreement, Authorizing a Validation Action, Approving Certain Financing Team Members; and Authorizing Certain Other Actions in Connection Therewith

Interim Assistant City Manager Jimenez introduced NHA Advisors Principal Eric Scriven and Norton Rose Bond and Disclosure Counsel Russ Trice who provided a power point presentation on the CalPERS Pension Restructuring Project for the City of Selma. Discussion continued with the City’s Unfunded Accrued Liability (UAL) current and projected amounts, pension-funding policies, and next steps.

Public comment was received from Mr. Louis Franco and Mr. Jim Avalos.

After Council discussion, a motion was made by Council member Guerra to approve RESOLUTION NO. 2022-4R, A RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF PENSION OBLIGATION BONDS TO REFUND CERTAIN OUTSTANDING PENSION FUND OBLIGATIONS OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT, AUTHORIZING A VALIDATION ACTION, APPROVING CERTAIN FINANCING TEAM MEMBERS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

- 3. 2022-5R Consideration of a Resolution Approving the Master Salary Schedule Reflecting Changes in Job Classifications and Pay Rates

Interim Assistant City Manager Jimenez reported on the proposed Resolution. After much discussion, a motion was made by Council member Mendoza-Navarro to approve RESOLUTION NO. 2022-5R, A RESOLUTION APPROVING THE MASTER SALARY

SCHEDULE REFLECTING CHANGES IN JOB CLASSIFICATIONS AND PAY RATES. The motion was seconded by Mayor Pro Tem Cho and carried with the following vote:

AYES: Mendoza-Navarro, Cho, Trujillo
NOES: Guerra, Robertson
ABSTAIN: None
ABSENT: None

DEPARTMENT REPORTS: Fire Chief Petersen provided an update on the future fire station location and the Emergency Medical Services Division. He also reported that due to COVID related circumstances, the badge pinning ceremony has been postponed.

Police Commander Garza reported on the following: staffing update, enforcement detail report, and recent crime incidents.

Community Services Director Kirchner reported that the County Health Department is providing a presentation regarding tobacco to the Smart Center.

COUNCIL REPORTS: Council member Trujillo reported on assisting with the following toy giveaways: Roscoe's Dogs, Manza Fitness, Selma Cares, and the Selma Central Valley Lions Groups. He thanked the Chamber of Commerce for the annual Christmas parade and requested updates on the Downtown project and the McCall signal light project at a future meeting.

Council member Mendoza-Navarro reported on attending a spiritual retreat. She also thanked Ralph Jimenez.

Council member Guerra reported on attending the following: Dog Park ribbon cutting, meeting with Congressman Valadao, and a Selma Kingsburg Fowler County Sanitation district meeting. She advised that four free COVID testing kits are being made available to each household and reported on a sign and aggressive panhandling.

Mayor Pro Tem Cho reported that free COVID testing kits are being made available to restaurants. She also invited everyone to the upcoming Chamber mixer and Crab feed.

Mayor Robertson reported on attending the following: Knights of Columbus toy giveaway, Christian Café Dinner, meeting with Congressman Valadao, Dog Park ribbon cutting, Pastor Tafoya retirement event, and CalVans board meeting. He also inquired on the Pacific Avenue street lights.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:42 p.m.

Respectfully submitted,

Reyna Rivera , City Clerk

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

March 7, 2022

ITEM NO: 1.c.

SUBJECT: Consideration of a Professional Services Agreement (PSA) between the City of Selma and Tom Abshere to serve as the City's Appeals Hearing Officer.

DISCUSSION: City staff issue administrative citations for various reason throughout the year for violations of the City's municipal code. These citations can be for violations such as use of illegal fireworks, unsightly properties, or other code enforcement issues. Each administrative citation comes with a fine of varying amounts. The Municipal Code dictates that the City provide an opportunity for each recipient to appeal their citation. The City will periodically schedule appeal hearings to provide each recipient this opportunity; therefore, it is necessary to have an independent hearing officer available.

The City has received a proposal from Mr. Tom Abshere to conduct appeal hearings on behalf of the City. Mr. Abshere has a background in arbitration and conflict resolution and is well-suited to take on the role of Appeals Hearing Officer for the City of Selma.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$125.00/Hour		Approx. \$1,250.00
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: General Fund Adopted FY 2021-22 Fund Balance: General Fund \$16,645,939		\$2,500

RECOMMENDATION: Staff recommends that Council approve the PSA between the City of Selma and Tom Abshere to serve as the City's Appeals Hearing Officer.

Robert Petersen, Fire Chief

Fernando Santillan, City Manager

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 1, 2022 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Tom Abshere ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 31, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing Cost Allocation & User Fee Study, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed (\$125.00 per hour) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest,

including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers,

employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation including, but not limited to, Worker's Compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents,

interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
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With a Copy To:	Mary Lerner, City Attorney
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To Consultant:

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City

as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Fresno County, California. .

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of Selma

“CONSULTANT”
Tom Abshere

By: _____
Fernando Santillan, City Manager

By: _____

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Mary Lerner, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

- A. Consultant will serve as an independent Appeals Hearing Officer during scheduled hearings for those who are appealing an Administrative Citation served by the City of Selma.

EXHIBIT B

RATE SCHEDULE

\$125.00 per hour while serving as an Appeals Hearing Officer.

EXHIBIT C

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 \$2,000,000.00 per occurrence, \$4,000,000.00 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 \$2,000,000 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.

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

March 7, 2022

ITEM NO: 1.d.

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Aramark Uniform & Career Apparel Group, Inc., extending the Agreement for facility services thru June 30, 2024

DISCUSSION: On June 3, 2019, the City Council approved a 3-year contract with Aramark Uniform & Career Apparel Group, Inc., for facility services. Staff is recommending an extension of the contract through the end of fiscal year June 30, 2024, with a modification of the original Scope of Services to include the new Police Department Facility.

\$50,000 was allocated for the original contract through the end of the current Fiscal Year, and an additional \$10,000 will be budgeted over the 22-23 and 23-24 Fiscal Years to cover the proposed two additional years.

<u>COST:</u> <i>(Enter cost of item to be purchased in box below)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).</i>
\$60,000 from June 3, 2019 through June 30, 2024		FY 22-23: \$5,000
<u>FUNDING:</u> <i>(Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).</i>
Funding Source: General and Street fund, and Internal Services Fund Balance: Adopted FY 2021-22 General Fund \$16,645,939; Adopted FY 2021-22 Streets Fund: \$1,321,026; Adopted FY 2021-22 Internal Services Fund: \$495,002		FY 23-24: \$5,000

RECOMMENDATION: Approve and authorize the City Manager to execute Amendment No.1 to the Agreement with Aramark Uniform & Career Apparel Group, Inc. for facility services.

Shane Ferrell, Public Works Director

Fernando Santillan, City Manager

**AMENDMENT NO. 1
TO CONTRACT FOR FACILITY SERVICES WITH
ARAMARK UNIFORM & CAREER APPAREL GROUP, INC.**

This Amendment No. 1 to the Contract for Facility Services (“Agreement”), is made and entered into this 8th day of March, 2022, (“Effective Date”) by and between the City of Selma, a California municipal corporation (“Client”) and Aramark Uniform & Career Apparel Group, Inc., a Delaware corporation (“Provider”). The Client and Provider are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about June 3, 2019, the City Council approved the Agreement with the Consultant, to provide uniform and facilities supplies services to the City; and

WHEREAS, the City Council approved the Agreement for a period of three years, and the Agreement will expire on June 3, 2022; and

WHEREAS, City Staff is requesting the addition of services to the Scope of Services, which includes the new Selma Police Department facility; and

WHEREAS, upon execution of agreement, the provider will provide 4 weeks of free service at all sites, at the discretion of the City; and

WHEREAS, for the reasons set forth herein, the Client and Provider desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

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

Terms

The Term of the Agreement shall be extended through June 30, 2024.

Exhibit A Scope of Services

Scope of Services is revised to add Selma Police Department Facility, 2055 Third Street as described in Exhibit B and hereby incorporated into the Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

“CITY”
CITY OF SELMA

“PROVIDER”
ARAMARK UNIFORM & CAREER
APPAREL GROUP, INC.

By: _____
Fernando Santillan, City Manager

By: _____
Darnell Williams, General Manager

Attest:

By: _____
Reyna Rivera, City Clerk

APPROVED AS TO FORM

By: _____
Mary Lerner, City Attorney

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 3, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Aramark Uniform & Career Apparel Group, Inc. a Delaware corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 3, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing garment and textile rental products and related services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's Interim City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty Thousand Dollars (\$50,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest,

including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the active negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

(b) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Notwithstanding the foregoing or anything in this Agreement to the contrary, under no circumstances shall either party be liable to the other for any consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings), or other similar damages, however denominated, whether or not caused by the fault or negligence of either party and whether or not either party had knowledge that such losses or damages might be incurred.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
With a Copy To:	Bianca Sparks Rojas, City Attorney Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	Aramark Uniform & Career Apparel, LLC 3333 N. Sabre Drive Fresno, CA 93727 Attention: General Manager
With a copy to:	Aramark Uniform & Career Apparel, LLC

115 North First Street
Burbank, CA 91502
Attention: Legal Dept.

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its sub consultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

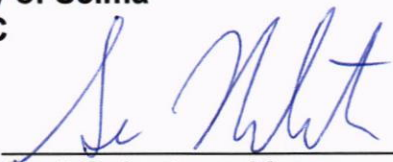
23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

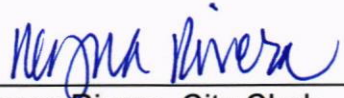
"CITY"
City of Selma
LLC

By: 
Scott Robertson, Mayor

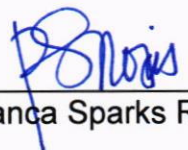
"CONSULTANT"
Aramark Uniform & Career Apparel,

By: _____
Darnell Williams, General Manager

Attest:

By: 
Reyna Rivera, City Clerk

Approved as to form:

By: 
Bianca Sparks Rojas, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall supply and professionally launder on a weekly basis uniforms, mats, towels, and cleaning supplies for the following locations:

- City Hall, 1710 Tucker Street
- A Street Fire Station, 2861 A Street
- West Front Street Fire Station, 1927 W. Front Street
- Fire Administration Building, 1711 Tucker Street
- Nick Medina Senior Center, 2301 Selma Street
- Selma Art's Center, 1935 High Street
- Public Works Corporate Yard, 1325 Nebraska Ave.
- Selma Police Station, 1935 E. Front Street

The following services shall be provided upon request by the City:

- First Aid Program that is ANSI and OSHA compliant and direct purchase
- Direct purchase of any supplies or products available
- Managed restroom services to clean and restock product

EXHIBIT B
RATE SCHEDULE

GARMENTS AND SERVICES ORDERED:								
No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE [™] (per item per week)	REPLACEMENT CHARGE (PER ITEM)
30	Work Shirts Orange	11	5	\$0.15	I/P	Weekly	0.06	14.50
	WORK SHIRT WHITE	11	5	\$0.15	I/P	WEEKLY	0.06	14.50
	WORK SHIRT LITE BLUE	11	5	\$0.13	I/P	WEEKLY	0.06	14.50
	WORK PANTS	11	5	\$0.17	I/P	WEEKLY	0.06	18.50
	WORK PANTS JEANS	11	5	\$0.27	I/P	WEEKLY	0.13	27.60
	Pant, Carpenter, Dickies-Blue Denim	11	5	.40	I/P	WEEKLY	0.16	32.20
	Coveralls, 65/35 Blend-Navy	11	5	.40	I/P	WEEKLY	0.16	40.25
	TURK TOWELS YELLOW	150	\$0.08	WEEKLY	50%	3%	0.50	
	MAT STANDARD 3X10	2	\$3.50	WKLY	50%	N/A	132.25	
	MAT STANDARD 3X4	18	\$2.00	WKLY	50%	N/A	51.75	
	PREMIUM BATH TOWELS	200	\$0.50	WKLY	50%	N/A	12.19	
	DISH TOWELS	80	\$0.08	WKLY	50%	1%	1.25	
	LOGO MAT 4X6	8	\$5.00	WKLY	50%	N/A	218.50	
	FIRST AID	6	\$14.99	WKLY	100%	N/A	N/A	
ALLIED MERCHANDISE AND SERVICES ORDERED:								
MERCHANDISE	QUANTITY	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)		
LOGO MAT 3X4	2	\$2.50	WEEKLY	50%	N/A	109.25		
DUST MOP 36"	6	\$1.50	WKLY	50%	N/A	12.08		
DUST MOP 24"	2	\$1.00	WKLY	50%	N/A	9.20		
BAG STAND	5	\$0.00	WKLY	100%	N/A	16.10		
DUST MOP HANDELS	4	\$0.00	WKLY	100%	N/A	14.38		
DUST MOP FRAMES	4	\$0.00	WKLY	100%	N/A	4.60		
STANDARD MAT 4X6	4	\$2.60	WKLY	50%	N/A	92.00		
SERVICE CHARGE	1	\$5.00	WKLY	100%				
INVENTORY MAINTANANCE	1	\$10.00	WKLY	100%				

EXHIBIT C

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 one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

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 \$1,000,000.00 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

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.

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.



City of Selma Police Dept

Prepared by:
Arthur Serna
Account Executive

serna-arthur@aramark.com
September 15, 2021*



This Service Proposal is subject to the terms and conditions in Aramark's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 09-29-2021

Aramark Uniform Services | www.aramarkuniform.com | 800-ARAMARK

SERVICE AGREEMENT

Customer's Service Location (for multiple locations, see attached list)

Customer #: _____ Use only for current customers

Customer's Billing Address (if different)

CUSTOMER NAME: City of Selma Police Dept	CUSTOMER NAME: City of Selma Police Dept
ADDRESS: 2055 Third st	ADDRESS: 1710 Tucker st
CITY / STATE / ZIP: selma, Ca 93662-3517	CITY / STATE / ZIP: selma, Ca 93662

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
Mat, Logo, 4x6-Horizontal Logo	2	\$5.000	Weekly	50%	Not Incl.	\$218.50
Mat, Standard, 3x10-Black	4	\$3.500	Weekly	50%	Not Incl.	\$132.25
Mat, Standard, 3x4-Black	4	\$2.000	Weekly	50%	Not Incl.	\$51.75
First Aid Supplies and Services	1	\$14.990	Weekly	100%	Not Incl.	N/A

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	\$5.00 per Week	Company Emblem	\$4.00 per Emblem
Preparation Charge	\$1.50 per Garment	Other Emblem	\$7.50 per Emblem
Bill Assure	30% per Week	Name Emblem	\$1.50 per Emblem
Multi-day Stop Charge	\$10.00 per Additional Stop	Other Charges/Services: _____	_____

Additional Terms/Charges:

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare® and Merchandise covered by Inventory Maintenance or Bill Assure.

Terms and Conditions Continued on Next Page



SERVICE PROPOSAL

9/15/2021*

City of Selma Police Dept
1710 Tucker st
selma, Ca 93662
(559) 891-2215

FACILITY SERVICES ORDERED:

MERCHANDISE	QUANTITY	MINIMUM BILLED PERCENTAGE	RATE (PER ITEM)	FREQUENCY
Mat, Logo, 4x6-Horizontal Logo	2	50%	\$5.000	Weekly
Mat, Standard, 3x10-Black	4	50%	\$3.500	Weekly
Mat, Standard, 3x4-Black	4	50%	\$2.000	Weekly
First Aid Supplies and Services	1	100%	\$14.990	Weekly

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 09-29-2021

TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost or ruined by Customer without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Inventory Maintenance.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare®, Inventory Maintenance and Bill Assure do not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Merchandise that is not part of Company's standard product line or is embroidered, silkscreened, logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. **Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights.** In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by AUS shall be considered confidential information of AUS and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of AUS. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

City of Selma Police Dept
Name of Customer

(559) 891-2215
Customer Phone #

Arthur Serna, Account Executive
AUS Representative Name & Title

Name & Title of Customer Contact

Signature – AUS Representative

Date

Signature of Authorized Customer Representative Date

Signature – AUS General Manager

Date



SPECIAL MERCHANDISE ADDENDUM TO SERVICE AGREEMENT

CUSTOMER NAME: City of Selma Police Dept

Customer and Aramark Uniform Services (AUS) have entered into a Service Agreement (Service Agreement). At Customer's request, AUS has agreed to rent non-standard uniforms, apparel and/or allied products (Special Merchandise) that are embroidered, not part of AUS's standard product line or otherwise listed in the table below.

SPECIAL MERCHANDISE ORDERED:	
DESCRIPTION	DESCRIPTION
Mat, Logo, 4x6-Horizontal Logo	

Notwithstanding anything to the contrary contained in the Service Agreement, with respect to the Special Merchandise, Customer agrees as follows:

- (a) If Customer returns, decreases, eliminates or changes the specifications of any Special Merchandise for any reason at any time during the term or any renewal term of the Service Agreement, Customer will purchase such Special Merchandise at the then current replacement charge; and
- (b) If the Service Agreement is terminated for any reason, or the Service Agreement expires or is not renewed, Customer will purchase the entire inventory (in-service and shelf stock) of the Special Merchandise at the then current replacement charge.

Except as modified in this Addendum, all other terms of the Service Agreement shall apply to the Special Merchandise as if incorporated herein in their entirety.

This Addendum is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

By signing below, Customer agrees to order the Special Merchandise and services referenced herein and further agrees to the terms and conditions contained in this Addendum.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC.

City of Selma Police Dept

(559) 891-2215

Name of Customer

Customer Phone Number

Arthur Serna, Account Executive

AUS Representative Name & Title

Name & Title of Customer Contact

Signature – Aramark Representative

Date

Signature of Authorized Customer Representative

Date

Signature – Aramark General Manager

Date



2680 Palumbo Dr, Lexington, KY 40509

Telephone: (800) 504-0328 Fax: (781) 423-9091

Email: AUCA-DNBH@aramark.com

To expedite account processing, please fill out all **required*** information on the cover page, as well as below, and **sign*** the application.

*Name of Business: City of Selma Police Dept		*DUNS Number: 781246913	
*Trade Name / DBA Name: Selma Police Department		*Date Business Started:	
*Street Address: 2055 Third st	*City: selma	*State: Ca	*Zip Code: 93662-3517
*Telephone: (559) 891-2215	Fax:	*Email Address:	
*Billing Street Address: 1710 Tucker st	*City: selma	*State: Ca	*Zip Code: 93662
Principal Owner:			
Corporate Address:	City:	State:	Zip Code:
*Check Legal Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP		*Estimated Weekly Charges:	
Do you have an existing account with another Aramark line of business? <input type="checkbox"/> Yes <input type="checkbox"/> No		City and State of Aramark location:	
If so, please provide the Account Number:		Aramark telephone number:	
Other Location Address:	City:	State:	Zip Code:
Other Location Address:	City:	State:	Zip Code:

The Undersigned hereby makes this application for credit to Aramark Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns may be subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual)

Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

For Office Use Only:	
Market Center Number:	Customer ID(s):
Date Submitted:	



SERVICE PROPOSAL

ESTIMATED WEEKLY PRICING SUMMARY

Estimated Base Weekly Invoice Total	\$46.79
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Presented by:

Arthur Serna

Account Executive

serna-arthur@aramark.com

Thank-You For Considering Aramark!

We know you have a choice when it comes to uniform companies. That is why we make sure everything we do and everything we offer is with you in mind. As an industry leader for over 75 years, we work hard to provide solutions to help keep your workplace cleaner, safer and healthier.

This Service Proposal is subject to the terms and conditions in Aramark Uniform Service's standard Service Agreement. A Service Agreement must be executed prior to merchandise being supplied. Prices do not include any applicable taxes. Customer is responsible for lost or ruined leased and/or rented merchandise and other ancillary charges listed in your Service Agreement. For Managed Restroom Service, the initial price offered is based on estimated usage calculated from information about your restrooms, customers and business. Actual prices can fluctuate, up or down, once typical usage is confirmed after service starts or in connection with one-time events or other business changes that impact usage.

*Proposal good through 09-29-2021

March 7, 2022 Council Packet
Aramark Uniform Services | www.aramarkuniform.com | 800-ARAMARK (272-6275)

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
78973	02/24/22	Printed	A-C ELECTRIC COMPANY	UNDERGROUND UTILITY USA LOCATE MCCALL & FLORAL		530.00
78974	02/24/22	Printed	ACTION TOWING AND DIVE TEAM	EVIDENCE TOWING -JAN 2022		217.00
78975	02/24/22	Printed	ADVENTIST HEALTH TULARE	BLOOD/ALCOHOL ANALYSIS -PD		100.00
78976	02/24/22	Printed	ALLSTAR FIRE EQUIPMENT	WALL MOUNT LOCKER FOR FIRE STATION		2,678.35
78977	02/24/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 1711 TUCKER 2/3/22		262.54
78978	02/24/22	Printed	AT&T	TELEPHONE -FEBRUARY 2022		34.58
78979	02/24/22	Printed	AT&T	INTERNET SERVICE -WEED & SEED 2/11/22-3/10/22		64.20
78980	02/24/22	Printed	AT&T	INTERNET SERVICE -CVTC 2/6/22-3/5/22	R	100.24
78981	02/24/22	Printed	AT&T	TELEPHONE 11/12/21-12/11/21		92.96
78982	02/24/22	Printed	AT&T	TELEPHONE 1/12/22-2/11/22		43.11
78983	02/24/22	Printed	AT&T	TELEPHONE 1/12/22-2/11/22		88.96
78984	02/24/22	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 1/12/22-2/11/22		1,738.58
78985	02/24/22	Printed	BANNER PEST CONTROL INC	PEST CONTROL -FEBRUARY 2022		441.00
78986	02/24/22	Printed	BAUER COMPRESSORS INC.	NAME PLATE HOLDERS		37.95
78987	02/24/22	Printed	BLUE CROSS OF CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		162.80
78988	02/24/22	Printed	BOYS & GIRLS CLUBS OF FRESNO	FUNDING 2021-2022		38,188.00
78989	02/24/22	Printed	AMANDA BRITTER	REFUND FOR SPONGEBOB TICKETS	R	43.96
78990	02/24/22	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -JANUARY 2022		13,355.85
78991	02/24/22	Printed	MEGHAN CARTIER	REFUND FOR SPONGEBOB TICKETS	R	89.99
78992	02/24/22	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP		1,375.85
78993	02/24/22	Printed	COMCAST	INTERNET SERVICE -FEB 2022		821.45
78994	02/24/22	Printed	COMCAST	PD TO FCSO -FEB 2022		667.50
78995	02/24/22	Printed	REMY COTTRELL	REFUND FOR SPONGEBOB TICKETS	R	43.96
78996	02/24/22	Printed	COUNTY OF FRESNO	REGISTRATION FOR TACTICAL DISPATCH BASIC TRAINING & PRISONER PROCESSING 10/1/21-12/31/21		924.86
78997	02/24/22	Printed	COVID 19 HRSA UNINSURED	AMBULANCE OVERPAYMENT REIMB		678.86
78998	02/24/22	Printed	CPS HR CONSULTING	WRITTEN TEST MATERIALS FOR CLERICAL & WRITTEN TEST MATERIALS FOR POLICE TECHNICIAN		765.90
78999	02/24/22	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING JANUARY 2022		200.00
79000	02/24/22	Printed	DATAPATH LLC	AIR FIBER FOR FIRE STATION 2 TO CITY HALL		9,344.36
79001	02/24/22	Printed	DEPARTMENT OF GENERAL SERVICES	ADMIN HEARING -DEC 21		147.50
79002	02/24/22	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -DEC & JAN 22 & FINGERPRINTS -DEC & JAN 2022		817.00
79003	02/24/22	Printed	MATTEO DESANTIS	1231 ROSE AVE LEASE-MARCH 2022		1,770.00
79004	02/24/22	Printed	EMPLOYMENT DEVELOPMENT DEPT.	UNEMPLOYMENT 10/1/21-12/31/21		12,875.00
79005	02/24/22	Printed	SHANNAH ESTEP	VOCAL DIRECTOR FOR SPONGEBOB THE MUSICAL		400.00
79006	02/24/22	Printed	DANA ETHRIDGE	REFUND FOR SPONGEBOB TICKETS	R	41.87
79007	02/24/22	Printed	FEDEX	FINAL CHECK -PD		42.47
79008	02/24/22	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -JAN 2022		5,581.69
79009	02/24/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		340.53
79010	02/24/22	Printed	GAR BENNETT LLC	PVC COUPLINGS -BRENTLINGER PARK		101.87
79011	02/24/22	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICE -FEB 2022		3,804.00
79012	02/24/22	Printed	DOMINIC GRIJALVA	ARTWORK & MARKETING FOR ART CENTER PRODUCTIONS		800.00
79013	02/24/22	Printed	MITCHELL LAM HAU	SET DESIGN FOR SPONGEBOB THE MUSICAL		400.00
79014	02/24/22	Printed	LARRY & KATHY HEMPHILL	REFUND FOR SPONGEBOB TICKETS	R	43.96
79015	02/24/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		33.60
79016	02/24/22	Printed	EDGAR N. OLIVERA HERNANDEZ	PROMO PHOTOGRAPHY FOR SPONGEBOB THE MUSICAL		300.00
79017	02/24/22	Printed	KIMBERLEY PAIGE HILL	T-SHIRTS FOR CKP LITTLE MERMAID JR		1,171.24
79018	02/24/22	Printed	INTERNAL REVENUE SERVICE	FORM 941 PENALTY		149.72
79019	02/24/22	Printed	J&A DRUG TESTING INC	EMPLOYEE DRUG TESTING -FD		423.00
79020	02/24/22	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS -FD & PD		3,067.85
79021	02/24/22	Printed	TIM J LAW / LAW & ASSOCIATES INVESTIGATIONS	LAW ENFORCEMENT BACKGROUNDS		1,400.00
79022	02/24/22	Printed	LEAGUE OF CALIFORNIA CITIES	ANNUAL MEMBERSHIP DUES		229.08
79023	02/24/22	Printed	LEAGUE OF CALIFORNIA CITIES	LEAGUE DINNER		50.00
79024	02/24/22	Printed	LEAGUE OF CALIFORNIA CITIES	ANNUAL MEMBERSHIP DUES		9,163.00
79025	02/24/22	Printed	LIFE-ASSIST INC.	SHEETS FOR GURNEYS		3,430.42
79026	02/24/22	Printed	LIFT ENERGY CONSTRUCTION, INC.	SOLAR PERMIT REFUND	R	59.05

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79027	02/24/22	Printed	LOZANO SMITH LLP	LEGAL SERVICES -JANUARY 2022		44,923.03
79028	02/24/22	Printed	ROXANNE MARSHALL	REFUND FOR SPONGEBOB TICKETS	R	96.24
79029	02/24/22	Printed	MATTHEW BENDER & CO., INC.	GOVERNMENT CODE UPDATES		2,299.17
79030	02/24/22	Printed	CYNTHIA MCGEE	SENIOR TRIP REFUND REDHAWK CASINO	R	65.00
79031	02/24/22	Printed	MEDLINE INDUSTRIES, INC.	COVID TEST KITS		284.75
79032	02/24/22	Printed	MODIVCARE-LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		403.94
79033	02/24/22	Printed	MODIVCARE-LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		351.56
79034	02/24/22	Printed	MODIVCARE-LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		439.00
79035	02/24/22	Void		Void Check		0.00
79036	02/24/22	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		1,475.52
79037	02/24/22	Printed	PG&E	UTILITIES -FEBRUARY 2022		60.48
79038	02/24/22	Printed	PG&E	UTILITIES -FEBRUARY 2022		12.58
79039	02/24/22	Printed	PG&E	UTILITIES -FEBRUARY 2022		134.18
79040	02/24/22	Printed	PG&E	UTILITIES -FEBRUARY 2022		12.21
79041	02/24/22	Printed	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE -CH 3/16/22-6/15/22		492.12
79042	02/24/22	Printed	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE -PD 3/16/22-6/15/22		276.53
79043	02/24/22	Printed	PROFESSIONAL PRINT & MAIL, INC	WINDOW ENVELOPES		254.98
79044	02/24/22	Printed	PURCHASE POWER	POSTAGE REFILL -CH		981.80
79045	02/24/22	Printed	RAY MORGAN COMPANY INC	LASERFICHE SERVER LICENSING		2,400.00
79046	02/24/22	Printed	RINCON CONSULTANTS, INC.	ZONING ORDINANCE UPDATE		19,047.75
79047	02/24/22	Printed	ELISA RIVERA	REFUND FOR SPONGEBOB TICKETS	R	65.93
79048	02/24/22	Printed	ALBERT RODRIGUEZ	GYM MEMBERSHIP REIMBURSEMENT		200.00
79049	02/24/22	Printed	RRM DESIGN GROUP	ROCKWELL PARK PROJECT	G	15,589.00
79050	02/24/22	Printed	SANTA MARIA CALIFORNIA NEWS	NOTICE -CDBG SIDEWALK CONNECTIVITY, TOBACCO ORDINANCE, CLASSIFIED ADS		1,037.57
79051	02/24/22	Printed	ADELA SANTANA	REFUND FOR SPONGEBOB TICKETS	R	119.36
79052	02/24/22	Printed	JEFF SANTELLANO	REFUND FOR SPONGEBOB TICKETS	R	96.24
79053	02/24/22	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -MARCH 22		8,163.57
79054	02/24/22	Printed	SEQUOIA SAFETY COUNCIL, INC.	CPR/AED TRAINING		810.00
79055	02/24/22	Printed	SPARKLETTS	WATER SERVICE -PD		163.15
79056	02/24/22	Printed	SPARKLETTS	WATER SERVICE -CVTC	R	39.99
79057	02/24/22	Printed	STATEWIDE TRAFFIC SAFETY AND	CAUTION BARRICADE TAPE -PW		112.10
79058	02/24/22	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE MARCH 2022		180.75
79059	02/24/22	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		540.00
79060	02/24/22	Printed	TIFCO INDUSTRIES, INC.	STRAPS,CABLE TIES,RESPIRATORS -PW		693.96
79061	02/24/22	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -DECEMBER 21		3,500.00
79062	02/24/22	Printed	BREANNA TREJO	REFUND FOR SPONGEBOB TICKETS	R	43.96
79063	02/24/22	Printed	MONIKA TREJO	REFUND FOR SPONGEBOB TICKETS	R	111.97
79064	02/24/22	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING		8,477.87
79065	02/24/22	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE -CH & PD		60.00
79066	02/24/22	Printed	VANIR CONSTRUCTION	PROFESSIONAL SERVICES -JAN 22 ROCKWELL PARK	R	3,855.00
79067	02/24/22	Printed	VINCENT COMMUNICATIONS INC	RADIO SUPPLIES & REPAIR -FD		369.32
79068	02/24/22	Printed	WATER EDUCATION FOR LATINO	CONFERENCE REGISTRATION		125.00
79069	02/24/22	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES JAN 2022		3,465.00
79070	02/24/22	Printed	WORKING FIRE FURNITURE &	RECLINERS FOR NEW EMS STATION		3,399.96
79071	02/24/22	Void		Void Check		0.00
79072	02/24/22	Printed	YAMABE & HORN ENGINEERING, INC	ENGINEERING SERVICES -JANUARY 2022	PARTIAL R	45,222.71
TOTAL						290,188.91

Grant: G PD State Appropriation: PDSA (457) Reimbursement: R

WIRE/EFT			
2/25/2022	US BANK	RDA 2010A BOND	31,894.37

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

March 7, 2022

ITEM NO: 2.

SUBJECT: Public Hearing to consider introduction of ordinance amendments to Selma Municipal Code Chapter 24 Smoke Shops and Smoking Lounges, 5-24-1 definitions; Exposure of Minors to Tobacco Products 6-24-2 definitions; Chapter 8 Skateboards 9-8.1-11 Use of Tobacco Prohibited

DISCUSSION: Staff from the Fresno County Department of Public Health Office of Health Policy and Wellness provided a Special Presentation at the December 6, 2021 City Council meeting. The Fresno County Department of Public Health is recommending the City of Selma consider revising our current policy language to update the definition of *tobacco*. The County is recommending the following sections be revised:

- 5-24-1 Smoke Shop and Smoking Lounges: *Tobacco* definition should be updated to cover emerging products and be more comprehensive. *Tobacco paraphernalia* definition should be updated to include items that are used to create tobacco products.
- 6-24-2 Exposure of Minors to Tobacco Products: *Tobacco* definition should be updated to cover emerging products and be more comprehensive. *Electronic smoking device* definition should be updated to cover emerging products and be more comprehensive. *Tobacco paraphernalia* definition should be updated to include items that are used to create tobacco products.
- 9-8.1-11 Skate Parks: Definitions for *tobacco product and smoking* should be included to make it easier for the public to know what type of tobacco should not be used at skate parks.

The County is recommending the updated definition language be inserted as defined below:

TOBACCO PRODUCT: "Tobacco Product" means (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or (2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah. (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, "Tobacco Product" includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco

cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

“TOBACCO PARAPHERNALIA” means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.”

SMOKING: “Smoking” means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, Electronic smoking device, cannabis or any plant product intended for human inhalation.

ELECTRONIC SMOKING DEVICE: “Electronic Smoking Device” means any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

The following is recommended with the updated language definition:

Chapter 24 Smoke Shops and Smoking Lounges, 5-24-1

1. Updated Tobacco Products Definition.
2. Updated Tobacco Paraphernalia Definition.

Chapter 24 Exposure of Minors to Tobacco Products 6-24-2, definitions:

1. Updated Tobacco Products Definition.
2. Updated Tobacco Paraphernalia Definition.
3. Updated Electronic Smoking Device Definition.

Chapter 8.1 Skateboards 9-8.1-11 Use of Tobacco Prohibited

1. Updated Tobacco Products Definition.
2. Updated Smoking Definition.

RECOMMENDATION:

Introduce ordinance amendment and waive the first reading amendment to: Chapter 24 Smoke Shops and Smoking Lounges, 5-24-1 Definitions; Exposure of Minors to Tobacco Products 6-24-2 Definitions; Chapter 8 Skateboards 9-8.1-11 Use of Tobacco Prohibited.

Mikal Kirchner, Director of Recreation

Fernando Santillan, City Manager

ORDINANCE NO. 2022 -

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA
REVISING TITLE V, CHAPTER 24 SMOKE SHOPS AND SMOKING LOUNGES –
5-24-1; TITLE VI, CHAPTER 24 – EXPOSURE OF MINORS TO TOBACCO
PRODUCTS – 6-24-2; AND TITLE IX, CHAPTER 8.1 SKATEBOARDS – 9-8.1. 1-
11, TO REGULATE TOBACCO PRODUCTS DEFINITION, TOBACCO
PARAPHERNALIA, ELECTRONIC SMOKING DEVICE DEFINITION AND
SMOKING**

The City Council of the City of Selma does ordain as follows:

SECTION I. FINDINGS.

The City Council of the City of Selma hereby finds and declares as follows:

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health challenge; and

WHEREAS, there is an increase in emerging tobacco products; and

WHEREAS, the tobacco industry has developed flavors and other tobacco offerings attractive to children and teenagers; and

WHEREAS, tobacco use among high school students in Fresno County continues to increase; and

WHEREAS, E-cigarette aerosols can contain harmful substances such as cancer-causing chemicals, heavy metals and ultrafine particles; and

WHEREAS, there is no Constitutional right to smoke;

NOW THEREFORE, it is the intent of the City Council, in revising these ordinances, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking and tobacco use around non-tobacco users, especially children; by protecting the public from exposure to secondhand smoke where they live, work, and play; by reducing the potential for children to wrongly associate smoking and tobacco use with a healthy lifestyle; and by affirming and promoting a healthy environment in the City of Selma.

SECTION II. Title V, Chapter 24 Smoke Shops and Smoking Lounges; Title VI, Chapter 24 Exposure of Minors to Tobacco Products; Title IX, Chapter 8.1 Skateboards definition revised in the Selma Municipal Code to read as follows:

Title V, Chapter 24:

5-24-1 Smoke Shops and Smoking Lounges. The following words and phrases, whenever used in this Chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) **TOBACCO PRODUCT:** “Tobacco Product” means (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or (2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah. (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.
- (b) **“TOBACCO PARAPHERNALIA”** means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.”

Title VI, Chapter 24:

6-24-2 Exposure of Minors to Tobacco Products. The following words and phrases, whenever used in this Chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) **TOBACCO PRODUCT:** “Tobacco Product” means (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or (2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah. (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory intended or reasonably expected to be used with a

Tobacco Product, whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

- (b) “TOBACCO PARAPHERNALIA” means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.”
- (c) ELECTRONIC SMOKING DEVICE: “Electronic Smoking Device” means any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

Title IX, Chapter 8.1:

8.1.1-11 Skateboards Use of Tobacco Prohibited. The following words and phrases, whenever used in this Chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) TOBACCO PRODUCT: “Tobacco Product” means (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or (2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah. (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.
- (b) SMOKING: “Smoking” means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, Electronic smoking device, cannabis or any plant product intended for human inhalation.

SECTION III. Effective date and Posting of Ordinance: This Ordinance shall take effect and be enforce thirty (30) days from and after the date of passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in the Selma Enterprise with the names of those City Council Members voting for and against the Ordinance.

SECTION IV. Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

* * * * *

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the March 7, 2022 regular City Council meeting and passed at a regular meeting of the City Council of the City of Selma on the 21st day of March 2022, by the following vote, to wit:

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

Scott Robertson, Mayor of the City of Selma

ATTEST:

Reyna Rivera, City Clerk

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

March 7, 2022

ITEM NO: 3.

SUBJECT: Consideration of a Resolution Authorizing the City to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361

BACKGROUND: On September 16, 2021, the California legislature passed Assembly Bill ("AB") 361, which amends Government Code Section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a state of emergency, and meeting during a proclaimed state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

DISCUSSION: In order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. In addition, AB 361 requires the City to make specified findings every 30 days thereafter. City Council initially approved Resolution No. 2021-57R on September 27, 2021 and subsequently Resolution No. 2021-60R on October 18, 2021, Resolution No. 2021-67R on November 15, 2021, Resolution No. 2021-70R on December 6, 2021, Resolution No. 2021-72R on December 21, 2021, and Resolution No. 2022-1R on January 18, 2022, and Resolution No. 2022-6R on February 7, 2022.

Mayor Robertson has requested a discussion by the City Council to consider whether the City of Selma should continue with online/teleconferenced public meetings or whether the City should revert to the previous practice of conducting meetings with only in-person participation.

RECOMMENDATION: If the City Council wishes to Continue with Remote Teleconference Meetings, the Council should adopt the attached Resolution Authorizing Remote Teleconference Public Meetings by the City Council and Commissions of the City in Accordance with Assembly Bill 361.

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING
CONTINUED USE OF REMOTE TELECONFERENCING PROVISIONS (AB 361)**

WHEREAS, the City Council of the City of Selma (“City Council”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the City Council recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, in order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days; and

WHEREAS, the City Council initially approved Resolution No. 2021-57R on September 27, 2021; and

WHEREAS, on October 18, 2021, the City Council approved Resolution No. 2021-60R; and

WHEREAS, on November 15, 2021, the City Council approved Resolution No. 2021-67R; and

WHEREAS, on December 6, 2021, the City Council approved Resolution No. 2021-70R; and

WHEREAS, on December 21, 2021, the City Council approved Resolution No. 2021-72R; and

WHEREAS, on January 18, 2022, the City Council approved Resolution No. 2022-1R; and

WHEREAS, on February 7, 2022, the City Council approved Resolution No. 2022-6R; and

WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

WHEREAS, the California Occupational and Safety Health Administration (OSHA) continues to recommend certain social distancing requirements, as described in detail in California Code of Regulations Title 8, section 3205 Covid Prevention; and

WHEREAS, the Fresno County Department of Public Health supports the well-being of its communities and County residents and recommends ways to slow the spread of COVID-19 including through social distancing (i.e., “staying at least 6 feet (about 2 arm lengths) from others who don’t live with you” and by avoiding crowds. The Fresno County Department of Public Health states “[t]he more people you are in contact with, the more likely you are to be exposed to COVID-19.”

WHEREAS, the City Council hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

WHEREAS, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the City Council is conducting meetings during a state of emergency and OSHA recommends measures to promote social distancing; and/or

BE IT FURTHER RESOLVED, that the City Council has determined that given the state of emergency, holding in-person only meetings would present imminent risks to the health or safety of attendees.

BE IT FURTHER RESOLVED, that the actions taken by the City Council through this resolution shall be applied to all City committees governed by the Brown Act unless otherwise desired by that committee.

BE IT FURTHER RESOLVED, the City Council authorizes the City Manager or their designee(s) to take all actions necessary to conduct City Council meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution after which the City Council will again reconsider the circumstances of the state of emergency.

PASSED AND ADOPTED by the Selma City Council on this 7th day of March 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Scott Robertson, Mayor

Reyna Rivera, City Clerk

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

March 7, 2022

ITEM NO: 4.

SUBJECT: Council request to discuss the Selma Military Banner Program

BACKGROUND:

On November 15, 2021, the Selma City Council approved a request from the Selma Business Collaborative and Selma Chamber of Commerce to waive the cost of installation of banners, up to \$10,000, for the Selma Military Banner Program and to extend the time limit for temporary/exempt signs.

The banners will be installed along Whitson Ave., Second Street/McCall to Floral Ave. and the perimeter of Lincoln Park as available. The number of, and specific banner locations shall be determined solely by the City of Selma and may be revised without prior notice. Banners will be installed annually in May prior to Memorial Day and will remain on display until Veterans Day, as available, with consideration to future and existing sign installations for various events and holidays.

Residents who have served or residents who have family members that have served in the US Military may have a commemorative banner created and hung at a cost of two-hundred eighty dollars (\$280). Sponsorship opportunity will be available to assist those who wish to participate but may not have the funds to do so. Procurement and production of the banners will be the responsibility of the Selma Business Collaborative and Selma Chamber of Commerce.

The City of Selma will only be responsible for the installation and removal of banners. Once installed, banners shall remain on the property of the City until removed.

DISCUSSION:

Mayor Robertson has requested a discussion by the City Council to discuss the location of the banners and potential involvement of local veterans in the project.

RECOMMENDATION: As a Council request, Staff has placed the item on the agenda for discussion and direction.

Fernando Santillan, City Manager

EXHIBIT A
RESOLUTION NO. 2021 – 69R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SELMA, CALIFORNIA, IN SUPPORT THE RESIDENTS
AND BUSINESSES IN THE INSTALLATION OF “SELMA
MILITARY BANNER PROGRAM” BANNERS**

WHEREAS, the idea of the “Selma Military Banner Program” has been initiated as a way to recognize, honor, and pay tribute to local veterans and service members of the Selma Community for their contributions to national security; and

WHEREAS, by displaying the name and image of veterans and service members local citizens will demonstrate community and civic pride and appreciation; and

WHEREAS, displaying the name and image of these honorable citizens as part of the City streetscape may encourage visitors and residents to congregate and converse in the vicinity of the banners, promote connections, and create a more friendly, inviting, and vibrant downtown area; and

WHEREAS, such recognition may inspire others in the community to undertake positive actions for the common good.

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

SECTION 1. That the City Council of the City of Selma supports the “Selma Military Banner Program” as outlined in the attached document labeled “Selma Military Banner Program Guidelines.”

SECTION 2. The Public Works Department shall be responsible for installation and removal of banners with the coordination of the Selma Chamber of Commerce or other program designees.

SECTION 3. Fees associated with the application, installation and removal will be waived for an amount not to exceed \$10,000.

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

SECTION 5. 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 this 15th day of November, 2021, by the following vote:

AYES: 5 COUNCIL MEMBERS: TRUJILLO, MENDOZA-NAVARO, GUERRA, CHO, ROBERTSON
NOES: 0 COUNCIL MEMBERS: NONE
ABSTAIN: 0 COUNCIL MEMBERS: NONE
ABSENT: 0 COUNCIL MEMBERS: NONE



Scott Robertson, Mayor

ATTEST:



Reyna Rivera, City Clerk

SELMA MILITARY BANNER PROGRAM GUIDELINES

The Selma Military Banner Program was established to recognize, honor, and pay tribute to our local military service personnel. Banners honoring our brave service men and women will be proudly displayed throughout the City of Selma as a way for our community to express our gratitude for their service to our country.

The Military Banner Program is administered and managed by a citizen volunteer group through the Selma District Chamber of Commerce. The Selma Military Banner Program Guidelines provide details on how to participate in the program, including eligibility requirements and application process.

2022 Military Banner Application Period, Cost, and Deadlines

Completed applications and fees for the Military Banner Program must be delivered to:
Selma Military Banner Program Volunteers
C/o Selma Business Collaborative
P.O. Box 803 93662

Make checks payable to: Selma Business Collaborative

Please call (559) 896-4777 or (559) 896-4699 with any questions regarding the program.

Banner Application - Deadline is March 31, 2022, 4:00 PM

The cost for participation is **\$280.00** per banner. You may choose to solicit sponsorships from a local business or organization using the Sponsorship Form.

Participation is limited to one banner per service person. Note: fees are subject to change without notice. The fee for participation is determined by the costs of the banner which include production, brackets and miscellaneous hardware, installation and removal and shall be borne by the applicant and/or sponsor. The exact location of the banner is at the discretion of the City.

Eligibility

Banner candidates must be: (1) On active duty in one of the branches of the U.S. Armed Forces; or (2) A veteran who was honorably discharged or given their life serving in the United States Armed Forces. *The U.S. Armed Forces include: Army, Navy, Air Force, Marine Corps and Coast Guard;* and (3) the service member must either be a resident of the City of Selma or have an immediate family member residing in the City of Selma (spouse, parent, grandparent, brother, sister, son, daughter, aunt or uncle).

Proof of eligibility includes but is not limited to A valid DD 214 Form, possession of a United States Uniformed Services Privilege and Identification Card (U.S. Military ID, Geneva Conventions Identification Card, Common Access Card or USPIC or Active Military Service Organization Membership Card). This is an identity document issued by the United States Department of Defense to identify a person as a member of the Armed Forces. In addition, possession of a DA Form 2-1 (Enlisted Record Brief) or DA Pam 600-8 (Officer Record Brief). An Enlisted or Officer Record Brief is a one-page Army form that provides a summary of an enlisted Soldier's qualifications and career history. The City of Selma will not retain Military ID, but will review the ID at time of application submittal for verification.

Resources for military verification:

- Veteran's Office: (559) 600-5436
- The Department of Defense website: <http://www.defense.gov>
- Veterans Service Records: <http://www.archives.gov/veterans/military-service-records/>

Verification of residency: Provide a copy of current utility bill or driver's license of service member or applicant.

Selection Process

Applications will be accepted during the application period and reviewed on a first-come, first-served basis. Priority will be given to active military members that reside in the City of Selma.

Location/Installation

Banners will be installed along Whitson Ave., Second Street/McCall to Floral Ave. and the perimeter of Lincoln Park as available. The number of, and specific banner locations shall be determined solely by the City of Selma and may be revised without prior notice. Banners will be installed annually in May prior to Memorial Day and will remain on display until Veterans Day as available with consideration to future and existing sign installations for various events and holidays.

The City of Selma will be responsible for the installation and removal of banners. Once produced and installed, banners shall remain on the property of the City until removed.

Banner Styles

Banners will be designed and procured as determined by the volunteer group overseen by the Chamber of Commerce on behalf of residents of Selma. Banners will include the name and rank of the honoree, the conflict/era and Military branch in which they served, photograph of service member in uniform, and the name of sponsor and/or family (if applicable). Banners will be produced in full-color, double-sided and measure approximately 30" x 84" or a size that is determined in collaboration with the City of Selma.

Waiver

Banners will be produced using the information provided on the application. As such, the Chamber of Commerce is not responsible for misspelling or any incorrect information written or provided on the application, or by the approved banner proof.

The City of Selma, Selma Business Collaborative and Selma District Chamber of Commerce are not responsible for replacing banners that are stolen, damaged, or destroyed due to age, weather, sun, vandalism, or any acts of nature including high winds.

By applying for and receiving approval to sponsor a banner, each applicant and/or sponsor agrees to indemnify and hold the City of Selma, Selma Business Collaborative and Selma District Chamber of Commerce, its elected officials, officers, employees, agents and volunteers free and harmless with respect to any and all liabilities, claims, lawsuits and/or damages of any nature whatsoever that allegedly arise from or are connected to the approval of the applicant's banner application, including the display of, and/or damage to or loss of any banner or banners.

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:****November 15, 2021**

ITEM NO: 7.**SUBJECT: Selma Military Banner Program**

RECOMMENDATION:**Consider request from Selma Business Collaborative and Selma Chamber of Commerce to waive cost of installation of banners for the Selma Military Banner Program and extend time limit for temporary/exempt signs.**

DISCUSSION:

Selma residents and business owners have approached the City of Selma seeking support and permission to install banners on Whitson Ave. from Nebraska to Floral showing the image and service information of veterans and service members with an association to the community of Selma.

Residents who have served, or residents who have family members that have served in one of the five US Military branches (Navy, Marines, Air Force, Army, Coast Guard) may have a commemorative banner created and hung at a cost of two-hundred eighty dollars (\$280). Sponsorship opportunity will be available to assist those who wish to participate but may not have the funds to do so.

The Selma Business Collaborative, under the support of the Selma Chamber of Commerce and on behalf of the citizens and businesses that have brought the item forth, will facilitate this program. These community members request the City Council to:

1. Install and remove the banners at the beginning and end of the program period, and
 2. Approve an extension of the Exempt Signs section of the municipal code from a 40 day maximum to the requested duration of the program (Memorial Day to Veterans Day/May to November)
 3. Waive any fees associated with the application, installation and removal of the banners in an amount not to exceed \$10,000.
-

RECOMMENDATION:**Consider request from Selma Business Collaborative and Selma Chamber of Commerce to waive cost of installation of banners for the Selma Military Banner Program and extend time limit for temporary/exempt signs.**

Tracy Tosta, Administrative Analyst
Ralph Jimenez, City Manager

Attachments: Selma Military Banner Program Guidelines

Second Quarter Budget Update

Fiscal Year 2021-22



Budget Review

- ▶ General Fund
 - Budget vs. Actual
 - Key Factors for Revenues and Expenditures
- ▶ Measures “S”
 - Budget vs Actual
 - Key Factors for Revenues and Expenditures
- ▶ Enterprise Funds
 - Budget vs Actual

General Fund

- ▶ Total budget for FY 2021–22 is \$16.6 Million
 - 2nd Quarter= \$8.3 Million
- ▶ Some revenues and expenditures are estimated
 - Sales Taxes, Franchise Fees, Motor Vehicle in Lieu of Tax

General Fund

Revenues

- ▶ Budget: \$8,322,970
- ▶ Actual: \$9,242,560
- ▶ Variance: \$919,590
- ▶ 55% of Overall Budget

Key Factors

- ▶ Dept. 0000–61
 - Estimate Sales Tax at \$9.1 million (\$1.7 million over)
- ▶ Accrual and Received Monies of Revenue Drivers, ie, Sales Tax, Franchise Fees, and Motor Vehicle in Lieu Fee

General Fund

Expenditures

- ▶ Budget: \$8,322,970
- ▶ Actual: \$7,953,198
- ▶ Variance: \$369,772
- ▶ 47.8%

Key Factors

- ▶ Department Heads and Staff are mindful of costs related to department's operations

Net Position: Gain \$1,289,362

Measure “S”

Revenues

- ▶ Budget: \$1,103,000
- ▶ Actual: \$1,276,438
- ▶ Variance: \$173,438

Expenditures

- ▶ Budget: \$1,101,695
- ▶ Actual: \$923,992
- ▶ Variance: \$177,703

Net Position: Gain \$351,141

Enterprise Funds

Ambulance Fund

Revenues

- ▶ Budget: \$2,161,494
- ▶ Actual: \$1,284,414
- ▶ Variance: -\$877,080
 - IGT Revenue is estimated at 50%

Expenditures

- ▶ Budget: \$2,147,996
- ▶ Actual: \$2,212,086
- ▶ Variance: \$64,090

Net Loss: -\$812,990

Pioneer Village

Revenues

- ▶ Budget: \$14,100
- ▶ Actual: \$25,747
- ▶ Variance: \$11,647

Expenditures

- ▶ Budget: \$37,950
- ▶ Actual: \$40,521
- ▶ Variance: -\$2,571

Net Gain: \$9,076

Transit

Revenues

- ▶ Budget: \$471,380
- ▶ Actual: \$495,231
- ▶ Variance: \$23,851

Expenditures

- ▶ Budget: \$466,313
- ▶ Actual: \$430,735
- ▶ Variance: -\$35,578

Net Loss: \$11,727

Cultural Arts

Revenues

- ▶ Budget: \$68,146
- ▶ Actual: \$92,547
- ▶ Variance: \$24,401

Expenditures

- ▶ Budget: \$94,984
- ▶ Actual: \$89,783
- ▶ Variance: \$5,195

Net Gain: \$29,596

Questions?