agenda 1.a.

CITY OF SELMA SELMA CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE DISSOLVED SELMA REDEVELOPMENT AGENCY SPECIAL JOINT MEETING August 20, 2018

The Special Joint meeting of the Selma City Council and the Successor Agency was called to order at 5:04 p.m. in the Council Chambers. Council/Board members answering roll call were: Derr, Franco, Montijo, Mayor Pro Tem Robertson, and Mayor Avalos.

Also present were City Attorney Sparks, Assistant City Manager Moreno, 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.

CLOSED SESSION: At 5:06 p.m., Mayor Avalos recessed the meeting into Closed Session to discuss the following:

Public Employment Pursuant to Government Code §54957

Title: City Manager

<u>Conference with Real Property Negotiators</u> - Pursuant to Government Code Section 54956.8

Property: Assessor's Parcel Number 390-190-15S

Agency Negotiator: Isaac Moreno, Acting Executive Director; Bianca Sparks Rojas,

Agency General Counsel

Negotiating parties: Fresno County Rural Transit Agency

Under negotiation: Price and Terms of Payment

Mayor Avalos reconvened the meeting from closed session at 6:00 p.m.

City Attorney Sparks reported that direction was given to the City Attorney's office with respect to both matters described above, with nothing further being discussed, nothing further to report.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:01 p.m.

Respectfully submitted,

Reyna Rivera City Clerk

Jim Avalos Mayor of the City of Selma

agenda 1.b. CITY OF SELMA REGULAR COUNCIL MEETING August 20, 2018

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: Derr, Franco, Montijo, Mayor Pro Tem Robertson, and Mayor Avalos.

Also present were City Attorney Sparks, Community Services Director Kirchner, Assistant City Manager Moreno, Interim Fire Division Chief Petersen, Police Chief Garner, Public Works Supervisor Ferrell, the press 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 Maria Tafoya, First Christian Church, led the invocation.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PRESENTATIONS: Mr. Daniel Bond, Engineer for the City of Selma, stepped forward and presented Council with a PowerPoint presentation regarding the upcoming 2019-2020 Community Development Block Grant (CDBG) project options, as well as background information.

BOYS AND GIRLS CLUB PRESENTATION: Mr. Mark Armenta, Selma Boys and Girls Club stepped forward and provided a PowerPoint video of their two-year anniversary fundraising event.

ORAL COMMUNICATIONS: Mr. Jesse Quintana, 2661 Dennis Street, stepped forward to discuss code enforcement concerns.

Ms. Yolanda Cantu stepped forward to discuss concerns regarding homelessness and code enforcement issues.

Ms. Rosemary Alanis stepped forward to follow-up on her request for information on semi-trucks parking.

Ms. Salina Martinez stepped forward to discuss a partnership for impact investing in Selma to assist with social and economic issues.

Ms. Laurie Perez, 2335 Park Street stepped forward to thank Mayor Pro Tem Robertson and the Public Works department for assisting with recent cleanup.

Mr. Robert Cortez stepped forward to thank the public and the police department for their community engagement.

<u>CONSENT CALENDAR</u>: Council member Derr requested agenda item 1.a. to be removed. Mayor Pro Tem Robertson requested agenda item 1.e. be removed. Motion to approve the remainder of the Consent Calendar as read was made by Council member Derr and seconded by Mayor Pro Tem Robertson. The motion was carried with the following vote:

AYES:

Derr, Robertson, Franco, Montijo, Avalos

NOES:

None

ABSTAIN:

None

ABSENT:

None

1.a. Removed

Consideration of a Professional Services Agreement with the CrisCom

Company for governmental relations services.

b. 2018-65R

Consideration of a Resolution approving the Supplemental Agreement No. 028-F with the State of California Department of Transportation, for preliminary engineering for design of roadway reconstruction on Project STPL-5096 – (038) Nebraska Avenue from SR43 to Mitchell

Avenue.

c. 2018-66R

Consideration of a Resolution amending the City Manager

and Department Head Salary Schedule.

d. 2018-8

Consideration of an Ordinance amending Section 1-5-1 (Meetings) of Chapter 5 (Council) of Title 1 (Administrative) of the Selma Municipal Code, Changing the method of establishing the date and time of

regular City Council Meetings. Second Reading and Adoption.

e. Removed

Consideration on Check Register dated August 17, 2018.

AGENDA ITEM 1. a. CONSIDERATION OF A PROFESSIONAL SERVICES
AGREEMENT WITH THE CRISCOM COMPANY FOR GOVERNMENTAL
RELATIONS SERVICES: Mr. Chuck Jelloian, CrisCom Chief Executive Officer, stepped forward at the request of Council member Derr to provide information on the agreement and the services related thereof.

After much discussion, motion was made by Council member Montijo and seconded by Council member Franco to approve a revised two-year agreement with the CRISCOM COMPANY FOR GOVERNMENTAL RELATIONS SERVICES. The motion carried with the following vote:

AYES:

Montijo, Franco, Derr, Avalos

NOES:

Robertson

ABSTAIN:

None

ABSENT:

None

AGENDA ITEM 1. e. CONSIDERATION ON CHECK REGISTER DATED

<u>AUGUST 17, 2018</u>: After discussion, motion was made by Mayor Pro Tem Robertson and seconded by Council member Franco to approve CHECK REGISTER DΛTED AUGUST 17, 2018. The motion carried with the following vote:

AYES:

Robertson, Franco, Derr, Montijo, Avalos

NOES: ABSTAIN:

None None

ABSENT:

None

2. 2018-67R Consideration of a Resolution Amending the Schedule of Fees and

Charges for City Services (user fees).

Assistant City Manager Moreno discussed the matter for Council.

Mayor Avalos opened the public hearing at 7:27 p.m. There being no public comments, the public hearing was closed at 7:28 p.m.

After discussion, motion was made by Council member Derr to approve RESOLUTION 2018-67R AMENDING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES (USER FEES). Motion was seconded by Council member Montijo and carried with the following vote:

AYES:

Derr, Montijo, Franco, Robertson, Avalos

NOES:

None

ABSTAIN:

None

ABSENT:

None

3. Approved Consideration of an Employment Agreement with Teresa Gallavan for

City Manager Services.

City Attorney Sparks discussed the agreement for Council. After discussion, motion was made to approve EMPLOYMENT AGREEMENT WITH TERESA GALLAVAN FOR CITY MANAGER SERVICES by Council member Derr and seconded by Mayor Pro Tem Robertson. Motion carried with the following vote:

AYES:

Derr, Franco, Montijo, Robertson, Avalos

NOES:

None

ABSTAIN: None

ABSENT:

None

4. Approved Consideration of appointments to various City Commissions

City Clerk Rivera reported on the matter and provided an additional application for Council consideration received after the agenda was posted (Matthew Rodriguez-Recreation and Community Services).

Mr. Matthew Rodriguez, 1313 Sarah Street, stepped forward to thank Council for their consideration on his application for Recreation and Community Services Commission.

After discussion, motion to reappoint the following incumbents: Mandeep Singh to Planning Commission; Beverly Cho and Ken Robison to Recreation and Community Services Commission; Robert Allen, Virginia Lees and John Hoyt to Pioneer Village Commission; and appoint Glen Niswander to Personnel Commission, Matthew Rodriguez to Recreation and Community Services Commission and Rhoda Renovato to Pioneer Village Commission was made by Mayor Pro Tem Robertson and seconded by Council member Franco. Motion carried with the following vote

AYES:

Robertson, Franco, Derr, Montijo, Avalos

NOES: None ABSTAIN: None ABSENT: None

<u>DEPARTMENT REPORTS</u>: Public Works Supervisor Ferrell updated Council on current projects for the Public Works department and reported on the two temporary full time employees recently hired.

Interim Fire Division Chief Petersen reported on the recent event at the fire station training center.

Police Chief Garner discussed the current personnel report and crime report and reported on upcoming detail operations and Bringing Broken Neighborhoods Back to Life event.

Community Services Director Kirchner thanked Public Works Supervisor for his efforts in assisting with various park projects, reported on the restroom project, spray park, and resurfacing of basketball courts.

Assistant City Manager Moreno reported that the Sister City project will be discussed at a future date and that the no parking signage is posted for semi-truck parking.

COUNCIL REPORTS: Council member Montijo thanked everyone for their thoughts and prayers. She discussed the Rotary sponsored pickle ball clinics, reported on attending the Selma Unified School District Welcome Back event, and discussed the upcoming play at the Arts Center.

Council member Franco inquired on code enforcement ordinances and requested a discussion at a future meeting to focus on blight and beautification in the City of Selma.

Council member Derr reported on attending a recent Arts Council meeting.

Mayor Pro Tem Robertson reported on attending the following events: National Night Out Event, Selma Unified School District Welcome Back event, Measure P Oversight Meeting, Concert in the Park, and provided an update on the Assembly Bill 379. He also requested a rendering for the police station. Mayor Pro Tem Robertson discussed the need for code enforcement and police staffing and the need for reporting service calls. He then reported on receiving a call from a resident requesting information for trespassing.

Mayor Avalos reported on attending the Selma Unified School District Welcome Back event, recent meeting in Fresno, National Night Out event, and thanked the Beautification Committee for their assistance.

ORAL COMMUNICATIONS: Ms. Theresa Herrera, 3526 Hill Street, stepped forward to thank Police and Public Works departments and Mrs. Leslie Nelson for her assistance in beautifying Selma. She also requested clarification on the agreements for lobbyist and grant writing.

Mr. John Trujillo, 3610 Hill Street, stepped forward to discuss his concerns.

Ms. Salina Martinez stepped forward to discuss networking to assist with climate change, social and economic issues.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:26 p.m.

Respectfully submitted,

Reyna Rivera City Clerk Jim Avalos Mayor of the City of Selma

agenda 1.c. CITY OF SELMA SPECIAL COUNCIL MEETING August 22, 2018

The Special Council meeting of the Selma City Council was called to order at 9:00 a.m. in the Council Chambers. Council members answering roll call were: Derr, Franco, Montijo, Mayor Pro Tem Robertson, and Mayor Avalos.

Also present were City Attorney Sparks, City Attorney Casso, Assistant City Manager Moreno, 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.

CLOSED SESSION: At 9:01 a.m., Mayor Avalos recessed the meeting into Closed Session to discuss the following:

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: City of Selma v. Michael Cohen, et al.

Superior Court of California, County of Sacramento

Case No. 34-2013-80001397

Mayor Avalos reconvened the meeting from closed session at 9:33 a.m.

City Attorney Sparks reported that the City Council met with respect to the existing litigation and stated that direction was given to the City Attorney's office, no final action was taking, nothing further was discussed, nothing further to report.

CITY COUNCIL AB 1234 ETHICS TRAINING AND GENERAL CITY COUNCIL TRAINING: City Attorney Sparks gave a PowerPoint presentation on Assembly Bill 1234 regarding Ethics Training and further discussed general City Council training.

RECESS: The meeting recessed at 11:20 a.m. and reconvened at 11:27 a.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 12:32 p.m.

p.m.	*	
Respectfully submitted,		
Reyna Rivera		
City Clerk		Jim Avalos
		Mayor of the City of Selma

ITEM NO: I.d.

Consideration of an agreement with the County of Fresno to facilitate SUBJECT:

participation in the Fresno County Adult Compliance Team (ACT)

BACKGROUND: The Selma Police Department is constantly looking for ways to improve its service levels to the community. Assembly Bill 109 (Public Safety Realignment) realigned responsibilities for probation and parole and the supervision of released offenders. Under the "AB 109 Plan," developed by the Fresno County Community Corrections Partnership (CCP) and approved by the County Board of Supervisors, the formation of the "Adult Compliance Team" ("ACT") was authorized for creating a cooperative unit capable of addressing public safety concerns facing local law enforcement in Fresno County in light of the new realignment procedures. The City has participated in this program since 2015.

DISCUSSION: The ACT is currently comprised of representatives of the Fresno County Sheriff's Office, Fresno County District Attorney's Office, Fresno County Probation Department, and officers of the Selma, Fresno, Clovis, Kingsburg, Reedley & Kerman Police Departments. The State of California has provided funding for the implementation of AB 109 services, including full funding for the officers from each department. agreement allows the Selma Police Department to continue having a representative on the ACT. ACT members are responsible for assurance of compliance with the conditions of release for all the prisoners released into Fresno County, including the City of Selma, under the AB 109 provisions. Participation on the team allows greater supervision of Selma area AB109 released prisoners in both the City and its surrounding areas, at no cost to the City's General Fund, as the entire cost of the one (1) officer so assigned is covered by State funding.

ACT formed in October 2011. In July 2015, ACT expanded and added an officer from the Selma Police Department. Here are the total stats for both of those periods for contacts and arrests made in the City.

ACT 2011-Current

ACT 2015-Current

(Since Selma PD became a member of ACT)

649 Contacts in the City 176 Arrests made in the City 502 Contacts in the City 149 Arrests made in the City 6 Search Warrants served in the City 16 Firearms recovered in the City

There has been a dramatic increase in contacts and ACT related activity in the City since a Selma Police officer was added to the team. Of the 649 contacts, 502 were made after a Selma PD officer was added to the team (77% increase in contacts). Also 149 of the 176 arrests made after a Selma PD officer added to the team (85% increase).

FISCAL IMPACT: None (Funded by the State of California)

COST: (Enter cost of item to be purchased in box below)	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
Projected to be cost neutral	None
FUNDING: (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).	ON-GOING COST: (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: BSCC- State Funding	None
Fund Balance: \$169,224.00	

RECOMMENDATION: Authorize City Manager to execute agreement with the County of Fresno to continue participation in the Fresno County Adult Compliance Team (ACT).

1 1	
Greg Garner, Police Chief	10/9/18 Date
/s/ Isaac Moreno	10/12/2018
Isaac Moreno, Acting City Manager	Date
We	and
Isaac Moreno, Acting City Manager	Isaac Moreno, Finance Director
do hereby agree that the funding for the above	e is correct and that enough funds exist to cover the
expenditure.	

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and the CITY OF SELMA, a municipal corporation, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the State of California, under Assembly Bill 109, the Public Safety Realignment Act (AB 109), has realigned responsibilities for probation, post release community supervision (PRCS) and mandatory supervised release of offenders; and

WHEREAS, the Public Safety Realignment Act AB 109 Implementation Plan of 2011, including its updates, collectively referred to as the "AB 109 PLAN," was developed by the Fresno County Community Corrections Partnership (CCP) and approved by the Fresno County Board of Supervisors; and

WHEREAS, the AB 109 PLAN includes formation of the Adult Compliance Team (ACT) to create a cooperative unit capable of addressing public safety concerns and issues facing local law enforcement in Fresno County; and

WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Fresno, Clovis, Selma, Kerman, Kingsburg, and Reedley Police Departments; and

WHEREAS, the State of California has provided funding to COUNTY for the purpose of implementing AB 109 services

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

OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall assign one (1) Police Officer to be responsible for fulfilling the responsibilities of an ACT member in accordance with the ACT Operating Agreement, attached as Exhibit "A" and incorporated by this reference. In the event that the AB 109 PLAN is revised by the CCP, and approved by the Fresno County Board of Supervisors, the responsibilities of the Police Officer under this Agreement may be modified accordingly.

2. OBLIGATIONS OF THE COUNTY

COUNTY shall compensate and remit to CONTRACTOR, an amount equal to the cost of one (1) City of Selma Police Officer ("Police Officer") for assignment to the ACT, not to exceed the maximum amount payable under this Agreement of \$169,224.

3. <u>TERM</u>

This Agreement shall become effective July 1, 2018 and shall terminate on June 30, 2019.

4. TERMINATION

- A. <u>Non-Allocation of Funds</u> The terms of this Agreement, and the services_to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.
- B. <u>Breach of Contract</u> The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - 1) An illegal or improper use of funds;
 - A failure to comply with any term of this Agreement;
 - 3) A substantially incorrect or incomplete report submitted to the COUNTY;
 - 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

- C. <u>Without Cause</u> Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.
 - COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and

CONTRACTOR agrees to receive compensation as follows:

CONTRACTOR shall submit quarterly invoices for actual expenditures to the County of Fresno Probation Department at: ProbationInvoices@FresnoCountyCA.gov. Invoices must be submitted on or after the dates of October 1, 2018, and January 1, April 1, and July 1, 2019, respectively, and include a breakdown of expenses identified in the final approved budget of the CCP in the County of Fresno for use in executing the mission of ACT. COUNTY shall make payment within 45 days of receipt of an approved invoice.

Upon any termination of this Agreement, CONTRACTOR shall be compensated for costs incurred under this Agreement, up to and including the date of termination.

In no event shall compensation for services performed under this Agreement exceed \$169,224.

6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

- 7. <u>MODIFICATION</u>: Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.
- 8. <u>NON-ASSIGNMENT</u>: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.
- 9. <u>HOLD HARMLESS</u>: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

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

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

This Section 9 shall survive termination or expiration of this Agreement.

10. <u>INSURANCE</u>

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third

parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

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

B. Automobile Liability

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

Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

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

Additional Requirements Relating to Insurance

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

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CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Probation Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

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

11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination

all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. <u>NOTICES</u>: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
COUNTY OF FRESNO
Chief Probation Officer
3333 E. American Avenue, Suite B
Fresno, CA 93725

CONTRACTOR
CITY OF SELMA
Chief of Police
1935 E. Front Street
Selma, CA 93662

All notices between the COUNTY and CONTRACTOR provided for or permitted under this

Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
personal service is effective upon service to the recipient. A notice delivered by first-class United States
mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
beginning with section 810).

13. <u>GOVERNING LAW</u>: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

///

 The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. SEVERABILITY

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in force and effect without being impaired or invalidated in any way.

15. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No waiver of a party's breach of any provision of this Agreement shall be effective unless the waiver is in writing and signed by the party against whom the waiver is sought to be enforced. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

16. INTERPRETATION

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. NO THIRD PARTY BENEFICIARIES

Nothing set forth in this Agreement shall create any legal rights in any person not a party to this Agreement.

18. <u>ENTIRE AGREEMENT</u>: This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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1	IN WITNESS WHEREOF, the part	ies here	eto have executed this Agreement as of the day and year
2	first hereinabove written.		9
3			
4	CITY OF SELMA		COUNTY OF FRESNO
5			
6	(Authorized Signature)		Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno
7	Print Name & Title		
8	Print Name & Title		
9	<u> </u>		
10	Mailing Address		ATTEST:
11			Bernice E. Seidel Clerk of the Board of Supervisors
12			County of Fresno, State of California
13			
14			
15		Ву:	Deputy
16	FOR ACCOUNTING USE ONLY:		Deputy
17	ORG No.: 34309999		
18	Account No.: 7295		
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AB 109 The Criminal Justice Realignment Act Adult Compliance Team (ACT) September 2018

OPERATING AGREEMENT
Fresno County Probation Department
Fresno County Sheriff's Department
Fresno County District Attorney's Office

Fresno Police Department Clovis Police Department Selma Police Department Reedley Police Department Kerman Police Department Kingsburg Police Department

I. PURPOSE

This document establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation, post release community supervision (PRCS), and mandatory supervised release that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

II.MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence based practices leading to enhanced public safety and offender compliance.

III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, post release community supervision, and mandatory supervised release with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the post release community supervision (PRCS) and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

IV.GENERAL OPERATIONAL STRATEGIES

Intensive supervision based on offender assessment, enjoined with evidence based practices, forms the cornerstone of the Fresno County AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action with offenders under probation supervision, post release community supervision (PCRS), and mandatory supervised release by the Fresno County Probation Department.

To this end, the participating agencies developed these operational guidelines and procedures concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by these terms and provisions set forth throughout the formation of the joint operation.

V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation Department. The Probation Department is the commanding agency of ACT and will maintain responsibility for the administrative direction, objective, and mission of the Adult Compliance Team.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) sergeant from the Fresno County Sheriff's Department; two (2) deputies from the Fresno County Sheriff's Department; two (2) senior district attorney investigators from the Fresno County District Attorney's Office; one (1) sergeant from the Fresno Police Department; three (3) police officers from the Fresno Police Department; one (1) police Department; one (1) police officer from the Selma Police Department; one (1) police officer from the Reedley Police Department; one (1) police officer from the Kingsburg Police Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

A. Policy and Direction

Under the policy and planning direction of the Community Corrections Partnership (CCP), ACT will utilize an Advisory Sub-Committee of CCP.

B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within the county with an interest in ACT are welcome to attend the meetings of the ACT

Advisory Sub-committee.

Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub- Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The Probation Services Manager is the Operations Commander and has overall responsibility for the operation of ACT. The Operations Commander implements direction to the team under the administrative direction of the Fresno County Probation Department's Realignment Division Director. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee, and will attend meetings of the CCP as required.

D. Field Supervisor

The assigned Field Supervisor(s) will be the day-to-day operations supervisor(s) and responsible for overall coordination of tactical field operations. When ACT works as separate elements and both supervisors are working, each supervisor will be responsible for their assigned element. When only one supervisor is on duty, that supervisor will be responsible for the supervision of both elements.

E. Probation Department

All probation conditions and release compliance remains the responsibility of the AB 109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

VI. OPERATIONS

A. Supervision and Field Responsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, post release community supervision, and mandatory supervised release will be entered into the Probation Records Information Management System (PRIMS). All

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agencies participating on the ACT will have full access to Sharenet and the information in PRIMS. Information sharing with other law enforcement agencies regarding offenders under probation supervision, post release community supervision, and mandatory supervised release allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary investigative officer through the use of their own departmental report writing system.

VII. ADMINISTRATION

A. Financial Administration

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by Fresno County Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-committee for presentation to the CCP.

B. Vehicles

As provided for in the approved CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers as specified in the final approved budget of the CCP and Fresno County, for use in executing the mission of ACT.

C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

F. Training

ACT Officers will complete training as assigned and approved by the ACT Advisory Sub-Committee chairperson or their designee. Training for the team will be outlined during the fiscal year to reflect the needs of the team. The Probation Division Director may also assign training to the ACT members as it pertains to the Evidence Based Practices outlined by the AB 109 program.

G. Personnel Management

The selection of ACT members will be made by each participating agency. If any of the ACT policies and procedures conflict with any of the participating agencies' policies and procedures, notice of said conflict shall be immediately given to a supervisor. The supervisor will take whatever action necessary to reconcile the conflict.

Each participating agency retains full responsibility for the professional and personal conduct of its own personnel assigned to ACT. Each participating agency will follow their agency directives/MOU for working modified schedules.

VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include but are not limited to:

- A. Citizen Complaints
- B. Employee Evaluations
- C. On-Duty Motor Vehicle Accidents
- D. Injuries Sustained on Duty
- E. Officer-Involved Shooting
- F. Discharge of Firearm
- G. Vehicle Pursuits
- H. Use of Force

Each participating team member's agency has in place an administrative process for addressing the situations listed above. Should these situations occur, ACT will immediately notify the involved officer's agency. It will remain the responsibility of the involved officer's agency to address those situations pursuant to their own administrative process. All agencies involved in a critical incident will have the opportunity to observe other agency interviews with their own employees.

IX. DURATION

This OA shall become effective upon execution and shall continue without change until amended in accordance with Section X or terminated as discussed below.

Participation in ACT by any participating agency may continue as funding provides or until said agency terminates participation in ACT. An agency shall terminate participation in the following manner: delivery of written notice to the Chairperson of the CCP Executive Committee and to all other participation agencies, with termination to be effective 60 days after delivery.

As to each participating agency, this OA will be in force from the date that agency signs the agreement. Termination of the OA has been provided for above.

X. AMENDMENT

Any member of the ACT Advisory Sub-Committee may propose an amendment to this OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The proposed amendment would be submitted to the Executive Committee of the Community Corrections Partnership for their consideration and approval.

XI. LIABILITY

Each participating agency will be solely responsible for any and all damages, including attorney's fees, results from acts or omissions of its own employees including ACT assigned employee. Each participating agency shall indemnify and hold harmless each other participating agency for said acts or omissions. The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers or employees in its or their performance thereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

The participating agencies will establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matter described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this OA shall establish a standard of care for, or create any legal rights in, any person not a party to this OA.

XII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

XIII. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

XIV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

XV. GOVERNING LAW

The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.

XVI. INTEGRATION

The OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies.

XVII. SUPPORTING AGENCIES

The following agencies support the mission	on and strategies of ACT:
Dall XIL	9/26/18
Kirk Haynes, Chief Probation Officer	Dated
County of Fresno	1 1 1
Harmitang	9/24/18
Lisa A. Smittcamp, District Attorney	Dated
County of Fresho Wins	9/24/18
Margaret Mins, Sheriff	Dated
County of Fresno	/ /
(DRYP) AZ	9/24/18
Jerry Dyer, Chief of Police	Dated
City of Fresno	
N-12734	9-20-18
Matthew Basgall, Chief of Police	Dated
City of Clovis	9/20/18
Greg Garner, Chief of Police	Dated
Jose L Garza, Chief of Police	9/24/18 Dated
City of Reedley	
Jack Ble	9/20/18
Joseph Blohm, Chief of Police	Dated
City of Kerman	
N. J. Call	9/20/18
Neil Dadian, Chief of Police	Dated
City of Kingsburg	

ITEM NO: /.e.

SUBJECT: Consideration and necessary action of a Professional Services Agreement with Data Path Fresno, LLC for Information Technology Services

DISCUSSION: Data Path (formally VNS) has been providing IT services to the City for over 10 years. Their services allows the City to maintenance a secure IT system and provides day-to-day support for most of our hardware and software needs.

Attached is the proposed agreement for one year that does have a 3% increase from the prior year in just the Full Time On-Site Support. There has been changes to service.

Scope of Work:

- 1. Datapath will install and utilize an Advanced Trouble Ticket System with a client portal. The portal supplies analytics & reports of service calls, system documentation, and discovery with reporting. Additionally the system provides the ability administer supported systems remotely.
- 2. Datapath Procurement department will provide quotes as requested. We utilize four distributors and seek best pricing based on our preferred manufacturer relationships.
- 3. Datapath monitors and supports all customer designated systems. Support will contact customers within two hours of ticket submission. Tickets are triaged in order of priority. First priority goes to Critical systems outages. After addressing Critical systems, the remaining tickets are prioritized by business impact and scheduled accordingly. Our normal business hours are 8am-5pm, Monday through Friday. Our service provides for emergency after hours support for identified Critical Business Systems at no additional cost to the customer. Datapath invoices for non-critical systems work performed outside of normal business hours. Datapath will coordinate with customer's outside vendors when any systems we monitor and maintain are affected.
- 4. Datapath will conduct a thorough infrastructure review by a Senior Engineer. The engineer will work with the Account Manager and other team members to gather information for a bi-annual review (Technical Business Review) with the customer. The review will focus on future planning and system requirements to support those plans. Additionally, Datapath will present upcoming projects, subscriptions and warranty renewals.
- 5. Datapath will support City of Selma's Network, Backups, Servers and Storage, Virtual infrastructure, Wireless and Phone systems.
- 6. Datapath will support City of Selma's end user devices (PCs, Laptops, Printers, and designated Peripherals) with onsite support. Onsite support personnel will ensure tickets are opened to track workload.

COST: (Enter cost of item to be purchased)		BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$129,900.00		
FUNDING: (Enter the funding source for this item – if fund exists, enter the balance in the fund). October 15,	2018 Cou	ON-GOING COST: (Enter the amount that will need to be budgeted each year – if one-

Funding Source: Internal Services-Data Processing		
Fund Balance:		
RECOMMENDATION:		
(val s	10-11-18	

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 1, 2018 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and DataPath Fresno LLC("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 30, 2019, 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 Information Technology 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

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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. seg., 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 Acting 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 One Hundred and Twenty-Nine Thousand, Nine Hundred (\$129,900.00) 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 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.

(c) <u>DUTY TO DEFEND</u>. 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.

8. INSURANCE

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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. <u>LEGAL RESPONSIBILITIES</u>

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. <u>NOTICES</u>

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:

David Darmstandler DataPath Fresno LLC 364 W. Fallbrook Avenue Fresno, CA 93711

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 subconstultant 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.

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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" DataPath Fresno LLC
By: Jim Avalos,	Mayor	By: David Darmstandler, Co-Founder
Attest:		
By:Reyna Rive	ra, City Clerk	
Approved as to	o form:	
By: Bianca Spa	rks Rojas, City A	attorney
Attachments:		Scope of Services Rate Schedule Insurance Requirements

Scope

Datapath recommends, procures, installs and maintains services all City network equipment (switches, routers, firewalls, access points). We recommend business class equipment from industry leading manufactures. We typically procure the approved equipment through one of our four primary distributors utilizing manufacturing partnerships to gain additional discounts. Our project team installs all equipment and ensures industry best practices are applied. Our service team monitors systems and services all assigned tickets to resolution. Service includes responding to alerts, scheduled maintenance, and requested maintenance. Automated processes execute patching and backups and are validated post execution. System generated analytics are made available online in a dashboard format for real-time view of delivered services. Our Account Managers work with the engineering team and the customer to review service performance and plan system upgrades and maintenance to enhance business operations. These reviews can occur on a quarterly or semiannual basis at the customer's discretion.

Network Administration Services

Datapath will:

- Manage Customer firewalls to ensure safe delivery of network services from designated internet providers. Backup firewall configurations will be stored to reduce recovery time in the event of system failures.
- Maintain Customer switching network utilizing best practices to maximize network uptime, throughput and reliability. Backup switch configurations will be stored to reduce recovery time in the event of system failures.
- Maintain Customer Cisco phone network utilizing best practices to maximize uptime, call quality and reliability. Backup phone router configurations will be stored to reduce recovery time in the event of system failures.
- Maintain Customer wireless network utilizing best practices to maximize network uptime, throughput
 and reliability. Backup wireless access point configurations will be stored to reduce recovery time in the
 event of system failures.

Server Administration Services

Datapath will:

- Manage City servers to ensure applications are available, secure, efficient, reliable and are recoverable in the event of a system failure. This will be accomplished by ensuring platforms are configured in accordance with the software vendors required specifications to include sufficient RAM, storage and processing capability.
- Maintain those applications that provide server functionality: such as Windows Server, Exchange
 Server and VMware ESXi, Veeam.

- Proactively maintain server equipment in accordance with industry standards and maintain records reflecting all work performed. Datapath has developed operations, administrative, and quality assurance back-up plans and procedures to address server support.
- Perform server administrative functions such as setting up user logins, security, resource management and change management, such as device driver upgrades, software patch management.
- Coordinate repair and maintenance work with contracted repair vendors when requested to minimize downtime and expedite repairs.
- Notify designated City personnel in the event of failure and provide 24x7 on-call support.

Note: Datapath is not responsible for the functionality of any line of business software, but will make best effort to troubleshoot such software in conjunction with the vendors representatives.

Desktop Administration Services

Datapath will:

- Perform basic support functions including installing personal computers, laptops, printers, and peripherals
- Diagnose and correcting desktop application problems, configuring laptops and desktops for standard applications and identifying and correcting end user hardware problems, and performing advanced troubleshooting.
- Maintain an up-to-date inventory of all City computer-related hardware and make available to City personnel upon request.
- Assist designated City personnel with software and hardware purchases and the annual budget process.
- Assist City staff with third-party desktop and server software issues when direct user contact with the vendor has not been successful.

Network Security

Datapath will

- Ensure maintenance of virus detection programs on City servers, email, and all other computers and laptops including antivirus/antispyware software.
- Maintain remote access in a secure environment and provide remote access administration as requested by designated City personnel.
- Maintain the following: SPAM filtering, Firewall configurations for: virus detection, secure and reliable internet access, internet content filtering and reporting
- Maintain file backups for disaster recovery.

Reporting

O HAMERON

Datapath will provide the City with a portal/dashboard to access all contract related information. The following pages depict the customer portal:



Asset Summary



Patching Summary



Backup Summary

Strategic Planning

Datapath will conduct a thorough infrastructure review by a Senior Engineer. The engineer will work with the Account Manager and other team members to gather information for a bi-annual/quarterly review (Technical Business Review) with the customer. The review will focus on future planning and system requirements to support those plans. Additionally, Datapath will present upcoming projects, subscriptions and warranty renewals.

IT Management

Datapath will assign an Account Manager. He will become familiar with all aspects of the City of Selma's IT management service requirements. His function is to ensure short and long-term requirements addressed, planned and coordinated with the City of Selma. The Account Manager will make available needed expertise for planning and execution of all services and prioritize the work efforts to ensure project completion.

Personnel

Under this contract, Datapath will provide a mix of onsite and remote services with qualified personnel to perform the required work under the agreement resulting from this agreement. A full time Desktop Administration Engineer will work onsite 40 hours per week and System Engineers will perform work remotely, coming onsite as necessary. Individuals are trained on the latest versions and releases of products required to deliver superior services. Datapath personnel will be available during normal

business hours: Monday – Friday, 8am – 5pm, with a guarantee of no more than a 2- hour response time for instances that may occur outside of the normal business hours for emergency purposes.

Service Levels

The City expects the winning IT Outsourcing firm have an IT personnel onsite at least once a week and to meet the following service levels for ticket resolution:

Priority	Response Time	Resolution Time
Urgent (Multiple staff	2 hours	90% resolved in less than 4
members unable to		hours
function)		
High Priority (Single system	2 business hours	90% resolved in less than 8
down or critical function		hours
unavailable)		
Medium Priority (Issue	2 business hours	75% resolved in less than 16
reduces productivity)		business hours
Low Priority (Issue reduces	2 business hours	75% resolved in less than 1
productivity, but work		week
around exists)		

NOTE: Tickets requiring procurement of new hardware / software or tickets that result in work on line of business applications of which we have no control, will be excluded from above resolution times.

Onboarding

Upon award, Datapath will execute our onboarding process. This process involves a detailed discovery through installing our automated tools and deploying an engineer to fully populate our database, IT Glue, with detailed information. This database allows Datapath to make recommendations for configuration and upgrades to your systems through our Technical Business Review allows engineers to quickly pinpoint information needed for troubleshooting and maintenance.

Upon award, Datapath will reiterate the support request process by sending out our support request procedures information sheet.

Service Delivery

All our service delivery process begins with a support request, either by phone or by email. We create a ticket manually with a phone call or automatically with an email. We contact the customer within 2 hours (our average contact time is less than 20 minutes) to perform / coordinate service. Datapath's average time to close a support ticket is less than 2 hours. When a critical system reports down, we immediately escalate and assign an engineer to engage the customer to begin the resolution process. Any tickets that require a hardware or software purchase to resolve are suspended until the hardware

or software is received. Once the work is complete the Dispatcher will document the closure of the call and a customer satisfaction email will automatically be generated to rate the quality of the service provided.

Service delivery hours are 8am – 5pm, M-F. We provide 24x7x365 on-call "Critical Systems Down" support as part of the Datapath contract. We will bill scheduled off-hour maintenance and off-hour non-critical systems support separately.

Our maintenance tool, Labtech, generates tickets and assigns them a priority. Dispatch then reviews and assigns them to engineers to remediate any necessary fixes. Once created, the ticket resolution process remains the same for alerts or system maintenance. Due to the quantity of alerts, we do not notify the customer for alert tickets unless fixes will disrupt services. However, all tickets are viewable through the customer portal.

Scheduled

Scheduled software/system patching happens automatically on an agreed upon schedule. Critical firmware upgrades happen as necessary; non-critical firmware upgrades happen when performing regular maintenance to minimize downtime.

Scheduled backups (snapshots and changes), validated daily, happen automatically on an agreed upon schedule. All equipment configurations are stored in IT Glue and are readily available should they need to be re-installed. Datapath stores configurations for all critical infrastructure hardware.

Data Analysis

Our customer dashboard/portal displays analytical data in a format that allows the customer to view overall system health at a glance. Clicking on the table/graph/number allows the customer to view the data behind the display. Customers can print reports from the Customer Portal.

EXHIBIT B

RATE SCHEDULE

Fees:

\$10,825.00 per month. Invoiced on the 1st of each month, payable within 30 days \$5,150.00 FULL TIME ON-SITE SUPPORT \$5,675.00 REMOTE SUPPORT (ONSITE NEEDED)

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 \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

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

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 noncontributory 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.

ITEM NO: /. f.

SUBJECT: Consideration of a Professional Services Agreement with Vanir Construction Management for a Preliminary Cost Estimate

DISCUSSION:

During the council meeting on October 1, members of council were given a report on the progress of the fire station remodel project for station 2 at Floral and 'A' St. Council was advised that the project is in the final stages of the design phase, and that design documents are ready for a preliminary cost estimate for the project.

To continue moving forward with the project, staff has prepared a Professional Services Agreement with Vanir Construction Management for council approval. Vanir Construction Management will be providing the preliminary cost estimate for the station remodel project.

Scope of Work:

- (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 Construction Manager 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.

Upon completion of the preliminary cost estimate, staff will continue with design group meetings and make any necessary adjustments to stay within budgetary limits. Staff will continue to update council as the project moves forward.

COST: (Enter cost of item to be purchased)	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
Not to exceed \$18,880.00	
FUNDING: (Enter the funding source for this item – if fund exists, enter the balance in the fund).	ON-GOING COST: (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source:	NONE
Measure 'S'	
Fund Balance: \$899,140	

RECOMMENDATION:

Staff recommends that council approve the agreement and direct staff to move forward with the project.

/s/ Robert Petersen	10/12/18
Robert Petersen, Interim Fire Chief	Date
/s/ Isaac Moreno	10/12/18
Isaac Moreno, Acting City Manager	Date

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 17, 2018 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Vanir Construction Management, Inc. ("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 August 17, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. <u>SERVICES</u>

- (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 Construction Manager 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

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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 Acting 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 Eighteen Thousand Eight Hundred and Eighty Dollars (\$18,880.00) 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 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.

(c) <u>DUTY TO DEFEND</u>. 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.

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. <u>LEGAL RESPONSIBILITIES</u>

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

Page **5** of **16**

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:

Vanir Construction Management, Inc. Attn: Joseph A. Mehula 4540 Duckhorn Drive, Suite 300 Sacramento, CA 95834

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 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

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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 <u>REMEDIES</u>

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

Page **8** of **16**

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" Vanir Construction Management, Inc.
By: Jim Avalos, N	Лауог	By: Muhal Soseph A. Mehula, President
Attest:		
By: Reyna Rivera	a, City Clerk	
Approved as to	form:	
By: Bianca Spark	s Rojas, City A	Attorney
Attachments:	Exhibit A Exhibit B Exhibit C	980 199 W. 1 200 199 State Company State Com

EXHIBIT A

SCOPE OF SERVICES

Cost Control and Estimating: The Consultant shall prepare an estimate of the construction cost for the 100% Design Development submittal of design drawings and specifications from the Design Professional for the City's Fire Station No. 2. The estimate for each submittal shall be accompanied by a report to the City and Design Professional identifying variances from the project and construction budget. The Consultant shall coordinate and assist in expediting the activities of the City and Design Professional when changes to the design are required to remain within the project and construction budget.

Additional Services

At the request of the City, the Consultant shall perform Additional Services and the Consultant shall be compensated for same as provided in Exhibit B of this Agreement. The Consultant shall perform Additional Services only after the City and Consultant have executed a written amendment to this Agreement providing such services. Additional services may include:

Services related to investigation, appraisal or evaluation of existing conditions, facilities or equipment or determination of the accuracy of existing drawings or other information furnished by the City;

Services related to the procurement, storage, maintenance, and installation of the Cityfurnished equipment, materials, supplies and furnishings;

Services related to determination of space needs;

Preparation of architectural programs;

Services related to building site investigations and analysis;

Services related to tenant or rental spaces;

Preparation of a project financial feasibility study;

Preparation of financial, accounting or MIS reports not provided under Cost Control and Estimating as set forth above;

Performance of technical inspection and testing;

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Preparation of an Operations and Maintenance Manual;

Services related to recruiting and training of maintenance personnel;

Services related to claims analysis;

Performing warranty inspections during the warranty period of the project;

Consultation regarding replacement of work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such work;

Services made necessary by the default of the contractor;

Preparation for and serving as a witness in connection with any public or private hearing or arbitration, mediation or legal proceeding;

Assisting the City in public relations activities, including preparing information for and attending public meetings; and

Services related to move-in including preparing and soliciting responses to requests for proposals, preparing and coordinating the execution of contracts, preparing occupancy schedule, conducting pre-moving conferences, administering the contract for moving activities in conjunction with move-in for the project and providing on-site personnel to oversee the relocation of furniture and equipment by the movers while actual move-in is in progress.

Quality Review: The Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the City against defects and deficiency in the work of the contractor. The Consultant may reject work and transmit to the City and contractor a notice of nonconforming work when it is the opinion of the Consultant, City, or Design Professional that the Work does not conform to the requirements of the Contract Documents. The Consultant is not authorized as a part of this service to change, revoke, alter, enlarge, relax, or release any requirements of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents. No action taken by the Consultant shall relieve any or all of the contractors from their obligation to perform their work in strict conformity with the Contract Documents and in strict conformity with all other applicable laws, rules, and regulations. Such limits of authority shall be made clear and enforced by the City in the contractor's Contract Documents. Communication between the Consultant and contractor with regard to Quality Review shall not in any way be construed as binding the Consultant or City as releasing the contractor from the fulfillment of any of the terms of his Contract Documents. The Consultant is not responsible for, nor does the Consultant control, the means and methods of construction for the project. It is understood that the Consultant 's action in providing Quality Review as stated herein is a service to the City and by performing as provided herein, the Consultant is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the construction work for the project.

Occupancy Plan: The Consultant shall prepare an Occupancy Plan that shall include a schedule for relocation for furniture, equipment and the City's personnel. This schedule shall be provided to the City.

MIS Reports for move-in and occupancy: The Consultant shall prepare and distribute reports associated with the Occupancy Plan.

EXHIBIT B

RATE SCHEDULE

City of Selma Fire Station No. 2						
100% Design Development Estimate	\$	18,000				
Project Management & Reconciliation *	\$	880				
Total	\$	18,880				
* PM includes review of estimate and discussion with	estimator, city and city con	The second second				
estimate and any scope and/or estimate reconciliation	n necessary.					

Hourly Rate So	chedule For Services
Services associated with the above Tasks will be bill following hourly rates applied.	led on a Time and Material (T&M) basis with the
Position:	Hourly Rate
Project Director	\$210
Estimator	\$150
Project Coordinator	\$75

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 \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

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

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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Portners Ingurance Center		CONTACT NAME: Rebecca Foster			
Edgewood Partners Insurance Ce License #0B29370	enter	PHONE (A/C, No. Ext): 916 576-1524	FAX (A/C, No): 916 58	3-7613	
PO Box 13847		E-MAIL ADDRESS: Rebecca.Foster@epicbroke	ers.com		
Sacramento CA 95853		INSURER(S) AFFORDING	COVERAGE	NAIC#	
		INSURER A : Zurich American Insurance	16535		
INSURED	VANICONS	INSURER B : Travelers Prop Casualty Co	o of America	25674	
Vanir Construction Management, 4540 Duckhorn Drive, Suite 300	inc.	INSURER C : Lloyds of London			
Sacramento CA 95834		INSURER D : Liberty Insurance Underwri	ters. Inc.	19917	
		INSURER E :			
		INSURER F :			
COVERAGES	CERTIFICATE NUMBER: 392869008	REV	ISION NUMBER:		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR		TYPE OF INSURANCE	ADDL S	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
A	Х	CLAIMS-MADE X OCCUR			GLO102078402	7/1/2018	7/1/2019	DAMAGE TO RENTED	\$ 1,000,000 \$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY			BA9332B63A	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
1	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS				1 1		BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								Alexandra Alexan	\$
D		UMBRELLA LIAB X OCCUR			100018366103	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 5,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
		DED RETENTION\$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY			WC102078302	7/1/2018	7/1/2019	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
- 1	(Man	CER/MEMBEREXCLUDED?	"'					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Prof Clair	essional Liability ms Made-Retro Date 01/01/82			BN301750M	7/1/2018	7/1/2019	Each Claim/Aggregate Deductible	\$3,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Estimating Services, Fire Station No 2; (R100150). Additional Insured: City of Selma and its officers, officials, employees, and agents, and volunteers. When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation, all per the attached endorsements.

CERTIFICATE HOLDER	CANCELLATION		
City of Selma Attn: City Manager	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
1710 Tucker Street Selma CA 93662	Con Peruta		

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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO102078402	07/01/18	07/01/19	07/01/18			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Vanir Construction Management, Inc.

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II Who is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- 2. We receive written notice of a claim or "suit" as soon as practicable; and
- 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
- **D.** For the purposes of the coverage provided by this endorsement:
 - The following is added to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- **E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

U-GL-1175-F CW (04/13) Page 2 of 2





Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO102078402	07/01/18	07/01/19	07/01/18			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Vanir Construction Management, Inc.

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

 The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- **b.** You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



General Liability Supplemental Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO102078402	07/01/18	07/01/19	07/01/18			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II - Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

- 1. Paragraph 3. of Section II Who is An Insured is replaced by the following:
 - 3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - **a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired
 or formed the organization; and
 - **c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- Fail to disclose all hazards existing at the inception of this policy; or
- **b.** Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-1345-B CW (04/13) Page 11 of 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COVERAGE INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

4 B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who is An insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE - INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LI-ABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

CA T3 53 03 10

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Page 1 of 4

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- 2. The following replaces Paragraph A.2.a.(4), of SECTION II LIABILITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO -- LIMITED WORLDWIDE COV-ERAGE -- INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
 - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SEC-TION II – LIABILITY COVERAGE.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III — PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premlum Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

Ifferent date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on U//U1/18	at 12:01 A.M. standard time, forms a part of
Policy No. WC102078302	Endorsement No. 1
of the	Zurich Insurance Company
issued to Vanir Construction Management, Inc	
Premium (if any) \$	

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be mium otherwise due on such remuneration.

% of the California workers' compensation pre-

Authorized Representative

Schedule

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

WC 252 (4-84) WC 04 03 06 (Ed. 4-84)

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

October 15,	ZU	10
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ITEM NO: 1.9.

SUBJECT: Consideration of the purchase of a Ford F-150 truck for the Recreation and

Community Services Department

BACKGROUND Approximately six years ago, the truck that was being used by the Recreation and Community Services Department was transferred to Building and Planning, and is currently used by Public Works, due to its size and towing capacity. The Recreation and Community Services Department Director has utilized a Ford Taurus since 2004. However, given the various programs that occur at different locations throughout the City, Recreation and Community Services regularly borrows the truck from Public Works to haul equipment and/or supplies.

DISCUSSION: Staff is recommending that the City Council approve the purchase of a Ford F-150 truck for the Recreation and Community Services Department. This is a single cab truck that would serve the purpose for the Department's needs. Staff has attached a quote from Fahrney Ford for \$22,875.00 plus taxes and fees. Staff was able to piggyback off of a contract with the State Department of General Services, that was competitively bid.

Purchase of this vehicle would allow the Recreation and Community Services Department to have a truck dedicated to the Department, and there would be no need to borrow the truck from Public Works. The Police Department requested the Taurus to be part of its unmarked fleet.

Funding for this vehicle would come from the Equipment Replacement Fund.

COST: (Enter cost below)	of item to be purchased in box	<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$22,875.00 +1	ax and fees	\$22,875.00 +Tax and fees
	nter the funding source for this f fund exists, enter the balance	ON-GOING COST: (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source:	Equipment Replacement Fund	None
Fund Balance:	1,151,724	

RECOM	MEND	ATION
RECUMI	MEIND	ALIUN

Staff recommends that the City Council approve the purchase of the Ford F-150 truck for the Recreation and Community Services Department.

Mikal Kirchner, Director Recreation & Comm. Svcs.	10/11/18 Date
/s/ Isaac Moreno	10/12/2018
Isaac Moreno, Interim City Manager	Date

Pricing - Single Vehicle

Vehicle Pricing Base Vehicle Price	MSRP \$28,005.00	INVOICE
	\$28,005.00	\$20,005,00
Page Vehicle Price	\$28,005.00	£00 00E 00
base vehicle Frice		\$26,605.00
Options & Colors	\$1,400.00	\$1,288.00
Upfitting	\$0.00	\$0.00
Fuel Charge	\$0.00	\$49.24
Destination Charge	\$1,495.00	\$1,495.00
Total	\$30,900.00	\$29,437.24
92		
Customer Signature	Acceptance Date	

Isaac,

This F150 is here and available to the City of Selma for:

\$22,875 + fees(Tax&DMV)

ITEM NO:

1. h.

SUBJECT:

Consideration of a resolution authorizing the City Manager to submit an application for Active Transportation Program grant funds to the Fresno

Council of Governments

DISCUSSION:

The State of California, through the California Transportation Commission ("CTC"), administers the Active Transportation Program ("ATP") which provides grant funds for various types of projects to encourage the use of other modes of transportation, including walking and bicycling. The funding is distributed primarily through two competitions—a Statewide Competitive Program, and Regional Competitive Programs administered by regional transportation agencies (Fresno COG in the City's case).

In May 2018, the CTC solicited applications for Cycle 4 of the Statewide Competitive Program with a due date of July 31. The City submitted an application to fund a multi-use trail along the Selma Branch Canal. Recommendations for awards from the statewide program are expected in December 2018.

Fresno COG is currently soliciting applications for the Regional Competitive Program. Fresno COG will consider applications from agencies in Fresno County who are not awarded funding from the Statewide Competitive Program. As background, the City's two successful ATP applications in Cycle 3 were both funded from the Fresno COG Regional Competitive Program.

The only requirements of this solicitation are additional hard copies of the City's original application to the CTC, as well as a resolution of support from the City Council. If the Council resolution is adopted, the City will submit all of this information to Fresno COG prior to the October 25th due date.

RECOMMENDATION: That the Council adopt the resolution in support of the City's ATP application to the Regional Competitive Program through Fresno COG.

Isaac Moreno, Acting City Manager

<u>/o-(|-(8</u> Date

RESOLUTION NO. 2018 - _ R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR ACTIVE TRANSPORTATION PROGRAM GRANT FUNDS TO THE FRESNO COUNCIL OF GOVERNMENTS

WHEREAS, the Active Transportation Program provides grant funds for eligible local agencies for the purposes of increasing the proportion of bicycling and walking trips, increasing safety and mobility for non-motorized users, advancing the efforts of regional agencies to achieve greenhouse gas reduction goals, enhancing public health and addressing childhood obesity; and

WHEREAS, the California Transportation Commission ("CTC") and California Department of Transportation administer the grant program and have requested applications from eligible agencies for their Cycle 4 Call for Applications; and

WHEREAS, the Fresno Council of Governments ("Fresno COG") approves and distributes regional funding from the grant program and has requested applications from eligible agencies in Fresno County; and

WHEREAS, the City is committed to seeking opportunities to fund infrastructure and educational programming which supports multimodal recreational and commuting choices for residents; and

WHEREAS, the City submitted an application to CTC for funding of a multi-use trail on the Selma Branch Canal; and

WHEREAS, the Fresno COG will consider applications from agencies in Fresno County who are not awarded funding from the CTC; and

WHEREAS, the Fresno COG requires a copy of the City's original application to the CTC as well as a resolution of support from the City Council, to consider the City's application; and

WHEREAS, the City desires to submit an application for program funds to the Fresno COG.

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

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

Section 2. The City Council hereby appoints and authorizes the City Manager or designee to execute and submit all grant application related documents to the Fresno COG.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of October 2018, by the following roll call vote:

AYES:	COUNCILMEMBERS:		
NOES:	COUNCILMEMBERS:		
ABSTAIN:	COUNCILMEMBERS:		
ABSENT:	COUNCILMEMBERS:		
			95
		()	Jim Avalos, Mayor
ATTEST: By:			
•	vera, City Clerk		

CHECK REGISTER REPORT /.;

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTON	CATEGORY	AMOUNT
71479	09/27/2018	Printed	AMERICAN AMBULANCE	OCTOBER 2018 PAYMENT		114,600.00
71480	09/27/2018	Printed	AT&T	TELEPHONE-SEPTEMBER 2018		19.90
71481	09/27/2018	Printed	AT&T	TELEPHONE 8/12/18-9/11/18		60.67
71482	09/27/2018	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 8/1/18-8/31/18		3,553.52
71483	09/27/2018	Printed	BENNETT & BENNETT, INC.	MISC IRRIGATION SUPPLIES		54.74
71484	09/27/2018	Printed	JAY WESLEY BROCK TOP DOG TRAINING	MONTHLY K9 MAINTENANCE		90.00
71485	09/27/2018	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-AUGUST 2018		25,702.74
71486	09/27/2018	Printed	CHRISTIAN ADRIAN CANO	POLICE ACADEMY CADET MONTHLY STIPEND-OCT 2018		500.00
71487	09/27/2018	Void				
71488	09/27/2018	Printed	CDCE INCORPORATED	MDT MONTHLY LEASES-PD		7,405.00
71489	09/27/2018	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 18-2999		78.00
71490	09/27/2018	Printed	CISCO SYSTEMS CAPTIAL CRP	LEASE-PHONE SYSTEM/BACKUP 9/15/18- 10/14/18		3,746.68
71491	09/27/2018	Printed	CONSOLIDATED IRRIGATION DIST.	DRAINAGE FEE 16/17		138,900.00
71492	09/27/2018	Printed	COOK'S COMMUNICATION CORP	RADIO CHECK UNIT#178, BATTERY FOR PAGER UNIT #195		179.01
71493	09/27/2018	Printed	CSJVRMA	2018/2019 2ND QTR DEPOSIT		185,170.00
71494	09/27/2018	Printed	CSJVRMA	REIMBURSEMENT FOR SUBROGATION APD CLAIM		9,402.85
71495	09/27/2018	Printed	DATAPATH LLC	GFI ARCHIVER RENEWAL		1,987.50
71496	09/27/2018	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS- AUGUST 2018		835.00
71497	09/27/2018	Printed	ENTENMANN-ROVIN CO.	CODE ENFORCEMENT BADGE		125.19
71498	09/27/2018	Printed	DAVID JOSEPH ESQUIVEL	REAL WOMEN HAVE CURVES LIGHTING DESIGN		150.00
71499	09/27/2018	Printed	FINANCIAL PACIFIC LEASING	PD VEHICLES LEASE PAYMENT		52,684.59
71500	09/27/2018	Printed	LOUIS FRANCO	LEAGUE ANNUAL CONFERENCE		238.11
71501	09/27/2018	Printed	FRESNO CITY COLLEGE	POST FTO TRAINING 8/27-8/31/18	R	132.00
71502	09/27/2018	Printed	GATEWAY ENGINEERING, INC.	FLORAL PROJECT CONSTRUCTION, STORM DRAIN PROJ, CITY ENGINEERING SERVICES-JUL & AUG 2018	-	46,008.58
71503	09/27/2018	Printed	PHILIP C GRIJALVA	FIRST 5 YEARS DECALS		30.00
71504	09/27/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 9/5/18		748.80
71505	09/27/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 9/12/18		2,079.58
71506	09/27/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 9/19/18		1,314.30
71507	09/27/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-OCT 2018		647.85
71508	09/27/2018	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		339.78
71509	09/27/2018	Printed	HUB INTERNATIONAL INSURANCE	SELMA END ZONE CONCERT & FARMERS MARKET EVENTS	R	348.96
71510	09/27/2018	Printed	J'S COMMUNICATION INC.	CHECK RADIO & REPLACED ANTENNA		52.68
71511	09/27/2018	Printed	JAS PACIFIC	PLAN CHECKS		1,995.73
71512	09/27/2018	Printed	JLB TRAFFIC ENGINEERING INC	TRAFFIC IMPACT STUDY		2,566.31
71513	09/27/2018	Printed	JOHNSON CONTROLS SECURITY	ALARM SERVICES 10/1-12/31/18		2,945.43
71514	09/27/2018	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB OCT 18		1,120.27
71515	09/27/2018	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB OCT 18		164.16
71516	09/27/2018	Printed	KRAZAN & ASSOCIATES,INC.	FLORAL AVE PROJECT & SHAFER PARK BASKETBALL PROJECT		16,863.00
71517	09/27/2018		LIEBERT, CASSIDY, WHITMORE INC	PERSONNEL COMMISSION HEARING		962.00
71518	09/27/2018	Printed	ROGER D JR MCCARTY MCCARTY'S COLLISION CENTER	PAINT PD UNIT#1004		1,320.00
71519	09/27/2018	Printed	KYLE MCGUIRE	PHLEBOTOMY SERVICE 18-3704		50.00
71520	09/27/2018	Printed	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB OCT 18		1,278.89
71521	09/27/2018	Printed	MUNISERVICES,LLC	SUTA SERVICES		512.97
71522	09/27/2018		MUSIC THEATRE INTERNATIONAL	BRINT IT ON EXTRA FEE		215.00
71523	09/27/2018	Printed	MICHAEL C NELSON NELSON'S POWER CENTER	LAWN MOWER SERVICE		438.06
71524	09/27/2018	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		863.36
71525	09/27/2018	Printed	PAPE MACHINERY	FILTER FOR STREET SWEEPER		39.78
71526	09/27/2018	Printed	PBM SUPPLY & MFG., INC.	WEED SPRAYER REPAIR		899.22
71527	09/27/2018	Printed	October 15, 20	UTILITIES-SEPTEMBER 2018 18 Council Packet		47,177.52 85

CHECK REGISTER REPORT /

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTON	CATEGORY	AMOUNT
71528	09/27/2018	Printed	POLYGRAPH PROFESSIONALS	POLYGRAPH EXAMS-PD		500.00
71529	09/27/2018	Printed	PURCHASE POWER	POSTAGE REFILL		1,005.00
71530	09/27/2018	Printed	RAY MORGAN COMPANY INC	COPIER MAINT/COPY AGREEMENT		688.11
71531	09/27/2018	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT-OCT 18		6,978.00
71532	09/27/2018	Printed	SELMA DISTRICT CHAMBER OF	1ST QTR DUES FY 2018/2019		3,800.00
71533	09/27/2018	Printed	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE-OCT		157.48
71534	09/27/2018	Printed	SUN LIFE	EMPLOYEE INSURANCE-OCT 18		1,252.86
71535	09/27/2018	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE PREM-OCT 18		1,620.19
71536	09/27/2018	Printed	SWANSON-FAHRNEY FORD	AUTO REPAIRS		794.13
71537	09/27/2018	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		206.00
71538	09/27/2018	Printed	TAMS: ACCOUNTS RECEIVABLE	CABERET RIGHTS		4,738.73
71539	09/27/2018	Printed	THE CRISCOM COMPANY	THE CRTIS		4,500.00
71540	09/27/2018	Printed	TYLER TECHNOLOGIES, INC.	TOUCH SCREEN TIME CLOCKS		11,433.27
71541	09/27/2018	Printed	U.S. BANCORP EQUIPMENT FINANCE	COPY MACHINE LEASE-OCT 18		1,058.45
					TOTAL	715,329.95

Grant: G PD Station Bond: PDSB (458) PD State Appropriation: PDSA (457) Reimbursement: R

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

October 15, 2018

ITEM NO:

SUBJECT:

Consideration of a Resolution approving the application for Community

Development Block Grant ("CDBG") funding for fiscal year 2019-2020

BACKGROUND: Every year Fresno County and the Federal Department of Housing and Urban Development require submittal of an application package for each proposed CDBG project.

DISCUSSION: The project application for the 2019-2020 funding cycle is the:

"Neighborhood Sidewalk Connectivity Project"

The proposed activity includes concrete improvements in the public right of way to provide continuous curb, gutter, and sidewalk and drive approaches where missing in the following neighborhoods:

- Area bound by Thompson to the west, McCall to the east, Nebraska to the north, and Valley View to the south.
- Area bound by McCall to the west, Orange to the east, Floral to the north, and Rose to the south.

The Engineer's estimate for this project is \$275,000.

The City Council is required to hold a public hearing to solicit input from the community for the use of CDBG funds for fiscal year 2019-2020. Notice of public hearing was published in the October 3, 2018 Selma Enterprise.

COST: (Enter cost of item to be purchased)	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$275,000	non-budgeted item will impact this years' budget -
FUNDING: (Enter the funding source for this item – if fund exists, enter the balance in the fund).	that will need to be budgeted each year - if one-
Funding Source: CDBG \$210,000 LTF \$65,000	None

RECOMMENDATION: Staff recommends that the City Council: (1) open the public hearing and take public testimony; and (2) adopt the resolution approving the Fresno County Community Development Block Grant Program application package for funding year 2019-2020.

/s/ Dan Bond	10/12/18
Dan Bond – City Engineer	Date
/s/ Isaac Moreno	10/12/18
Isaac Moreno – Acting City Manager	Date

RESOLUTION NO. 2018 – R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING THE APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FUNDING FOR FISCAL YEAR 2019-2020

WHEREAS, the City of Selma is applying for the Community Development Block Grant ("CDBG") funding for the fiscal year 2019-2020 from the County of Fresno Community Development Department for the following proposed project; and

WHEREAS, the proposed Neighborhood Sidewalk Connectivity Project includes concrete improvements in the public right of way to provide continuous curb, gutter, and sidewalk and drive approaches where missing in the following neighborhoods:

- Area bound by Thompson to the west, McCall to the east, Nebraska to the north, and Valley View to the south.
- Area bound by McCall to the west, Orange to the east, Floral to the north, and Rose to the south.

WHEREAS, the Engineer's estimate for this project is \$275,000 and the amount of the application is \$210,000, with additional funding from the Local Transportation Fund; and

WHEREAS, on October 15, 2018, the City Council held a duly noticed public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

- <u>Section 1.</u> The City Council finds that the above recitals are true and correct and are incorporated herein by reference.
- Section 2. The City Council does hereby approve the application for the CDBG project for the fiscal year 2019-2020, and it is to be sent to the County of Fresno Community Development Department for approval.
- <u>Section 3.</u> The City Manager is hereby authorized to sign the necessary project agreement once received from the County of Fresno and any amendments to the agreement thereof, upon approval as to form by the City Attorney, to effectuate the direction set forth in this Resolution.

<u>Section 4</u>. <u>Severability.</u> 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.

<u>Section 5.</u> <u>Effective Date.</u> That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of October 2018, by the following roll call vote:

AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBERS: COUNCILMEMBERS: COUNCILMEMBERS:		
ATTEST:		Jim Avalos Mayor	
Reyna Rivera City Clerk	•		

Customer Ad Proof

60006862 City of Selma - Legals

Order Nbr 85156

Publication	Enterprise Recorder		
Contact	City of Selma - Legals	PO Number	
Address 1	1710 TUCKER ST	Rate	Open
Address 2		Order Price	94.43
City St Zip	SELMA CA 93662	Amount Paid	0.00
Phone	5598912201	Amount Due	94.43
Fax		•	
Section	Legals	Start/End Dates	10/03/2018 - 10/03/2018
SubSection		Insertions	1
Category	201 Public Notices	Size	66
Ad Key	85156-1	Salesperson(s)	Juan Morales
Keywords	AD# 85156 CITY OF SELMA NOTICE	Taken By	Juan Morales
Notes			

AD# 85156

Ad Proof

CITY OF SELMA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Seima City Council will hold a public hearing to consider comments regarding activities that could be financed by the Federal Community Development Block Grant (CDBG) program.

The meeting will be held on Monday, October 15, 2018 at 6:00 p.m., or as soon as possible thereafter, in the Solma City Hall Council Chembers located at 1710 Tucker Street, Selma, California. Interested individuals and organizations are encouraged to attend to voice recommendations for their community or neighborhood.

The Community Development Block Grant (CDBG) is a Federal grant program administered by Fresno County to address housing and community development needs of low- and moderate-income persons. The 2019-2020 project consists of construction of curb and gutter, sidewalk, and drive approaches in two parts of lown to provide pedestrian connectivity through the neighborhoods and to the area schools. The two areas are 1) the streets bound by Florat to the north, Flose to the south, McCall to the west and Orange to the east, and 2) Nebraska to the north, Valley View to the south, Thompson to the west, and McCall to the east. The City is seeking public input for specific needs within the identified project area. Additionally, the City welcomes input for programming of tuture projects.

For further information, you can contact the City staff at (559) 891-2215 or the Fresno County Community Development office at (559) 600-4292.

Attest, Isl Reyna Rivera, City Clerk Dated 09/25/18, Publish October 3, 2018

SWN\hanmoraj

1 of 1

10/1/2018 10:11:11 AM



Program Year 2019-2020

Application for Grant Funding Participating Cities

Fresno County
Community Development Block Grant (CDBG)
Program

County of Fresno
Department of Public Works and Planning
Community Development Division
2220 Tulare Street, 8th Floor
Fresno, California 93721

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Attachment B Ev Attachment C Mi Attachment D Ot Attachment E Er Attachment F Ot	ctivity Site Map/Site Control ridence of Public Hearing/Local Support nute Order/Resolution her Funding Commitments revironmental Supporting Documentation her Supporting Documentation her Activities

"Communities that receive entitlement funds from the CDBG program are required to use their funds in a timely manner." (HUD's handbook *Guidelines for Grantee Selection, Management, and Oversight of Subrecipients in the CDBG Program*).

INTRODUCTION:

The County of Fresno receives an annual allocation of CDBG grant funds from the federal Department of Housing and Urban Development (HUD). The County makes a portion of these grant funds available to each of its participating cities based on the same HUD formula by which the County receives its funding. Each City participating in the County's CDBG program is invited to submit activity proposals for its portion of CDBG grant funds subject to the rules and guidance in this application notification. The five participating cities include the cities of Fowler, Kerman, Kingsburg, Reedley and Selma.

The County's Department of Public Works and Planning, Community Development Division, is responsible for the administration and implementation of all CDBG-funded activities for the County and its participating cities. The application packet for the 2019-2020 Program Year is issued by the County's Community Development Division. All CDBG funding requests are subject to terms and regulations in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, (the Act) as amended, and the laws of the State of California. Applications submitted by cities for proposed funding must be for CDBG-eligible activities that are consistent with the County's 5-year Consolidated Plan for Program Years 2015-2019 and meet one of HUD's three National Objectives.

Only complete applications for funding, submitted on the 2019-2020 application form supplied by the County and included in this packet will be accepted. Therefore, review your application proposal carefully, answer all questions and attach all required supporting documentation.

Please note that separate applications are required if more than one activity is proposed for CDBG funding during the 2019-2020 program year.

The deadline for submittal of the application and supporting documentation (excluding Section II) is 5:00 p.m., on Tuesday, July 31, 2018 at the County's Community Development Division. Upon receipt of an eligibility confirmation letter, cities will then be directed to proceed with a noticed public hearing, to be held by September 28, 2018. Documents specified in Section II of the application (Public Hearing/Citizen Participation) shall be submitted by 5:00 p.m., on Monday, October 15, 2018.

NOTE: An application workshop to answer questions and assist applicants with the preparation of the CDBG application is scheduled for Wednesday, June 20, 2018 from 2:00 p.m. to 3:30 p.m. at the Fresno County Plaza Building, 8th Floor, Conference Room "A". Staff representing the Community Development Division will discuss the application process, staff representing the Design Division will discuss plans, specifications, and cost estimate submittals, and staff representing the Development Services Division will discuss environmental review requirements. We invite you to attend this workshop, and to bring any activity information with you that you may wish to discuss. Please call the Community Development Division at (559) 600-4292 to reserve your space or if you have any questions.

THRESHOLD REQUIREMENTS:

- Submittal deadline: Applications must be received at the Community Development Division office by 5:00 p.m., on Tuesday, July 31, 2018.
- Upon receipt of an eligibility confirmation letter, a noticed public hearing shall be held no later than **September 28, 2018.**
- The deadline to submit evidence of the noticed public hearing, the Minute Order authorizing submission of the application, and the name of the person authorized to sign the grant agreement is **5:00 p.m.**, **on Monday**, **October 15**, **2018**.
- Applications must be submitted on the 2019-2020 application form.
- If multiple projects are proposed, separate applications are needed for each proposed project.
- Applications must include all required attachments and all questions must be answered completely.
- The activity must be able to be completed within 12 to 18 months of funding—the
 activity must be ready to proceed upon funding approval. This requires approval
 of all required land use entitlements.
- Application must include a map showing the street boundaries of the area that will benefit from the activity and/or must include a description of the eligible beneficiaries.
- Application must include a copy of the current contract with the activity engineer that demonstrates the term of the contract and that the engineer is authorized to provide services needed under application on behalf of the City.
- If proposed activity will require other funding in addition to requested CDBG funds, submit documentation with application demonstrating the sources of funds are available to complete the activity.

Complete applications may be mailed or hand delivered. Applications must be received at the Community Development Division office by **5:00 p.m., Tuesday, July 31, 2018.**

Mail completed applications to: Fresno County Department of Public Works and Planning, Community Development Division, Attn: Community Development Grants Program, 2220 Tulare Street, 6th Floor, Fresno, CA 93721.

Hand-delivered applications will be accepted at: The Community Development office located in the Fresno County Plaza Building, 2220 Tulare Street, 8th Floor, Fresno, CA.

APPL	ICATION CHECKLIST:
\checkmark	Application Summary (Section I)
√	Site Map/Site Control (Section I)
	Public Hearing Documents, Proof of Publication Notice (Section II) to be submitted by 5:00 p.m., October 15, 2018
\checkmark	Applicant Certification (Section III)
√	Detailed Activity Description (Section V)
√	Activity Timeline (Section VI)
√	Activity Cost Estimate (VIII)
✓	Environmental Questionnaire (Section VIII)
/	Other Supporting Documentation

SECTION I APPLICATION SUMMARY

A.	Name of Applicant: City of Selma
В.	Applicant Address: 1710 Tucker Street
	City: Selma County: Fresno Zip Code: 93662
C.	Applicant Tax ID No.: 94-60000431
D.	Applicant DUNS No.: 004940805
E.	Contact Person Name and Title: Daniel Bond, City Engineer
	Phone Number: 891-2215 E-Mail: engineering@cityofselma.com
F.	Name of Activity Engineer: Daniel Bond, City Engineer
	Phone Number: 891-2215 E-Mail: engineering@cityofselma.com
G.	Activity Name: Neighborhood Sidewalk Connectivity Project
Н.	Provide a brief description of proposed activity (detailed description in Section IV):
	The proposed activity includes construction of concrete improvements including sidewalks, curbs, gutters, and drive approaches, demolition of existing damaged concrete improvements, and tree removal to provide continuous sidewalks in two neighborhoods.
1.	Address of Activity Site (if any): See Attachment A
J.	Total Activity Cost: \$275,000
K.	Grant Amount Requested: \$210,000 (Estimated 2019-20 allocation for City of xxxxxxx, based on 2018-19 funds, is \$xxxxxxx. After adjustment for prior year advances, estimated 2019-20 allocation is \$xxxxxxxx.)
L.	If another participating city chooses to not use its 2019-2020 CDBG allocation, those funds may be made available to other participating cities, as an advance against future-year CDBG funding (to be repaid from the 2020-2021 CDBG allocation). If available, what additional amount of CDBG funds (if any), would the City request? NA

SECTION II PUBLIC HEARING/CITIZEN PARTICIPATION

(To Be Submitted After County Approves Eligibility and by October 15, 2018)

Cities are required to conduct a noticed public hearing before their governing boards to provide interested citizens the opportunity to comment on all activities submitted for funding. **This hearing must be conducted by September 28, 2018**, but should not be held until after an eligibility confirmation letter is received from the County.

A. Describe the means used to obtain citizen involvement, any accommodations made to encourage broad participation, and how all persons that may benefit from the activity were provided an opportunity to participate:

A noticed public hearing is scheduled in conjunction with the City Council meeting to be held on October 15, 2018. The public meeting will be published in the local newspaper affording the public the opportunity to comment on the proposed activity.

- B. The following supporting documentation will illustrate compliance with this Section. Submit as part of this application the following supporting documentation:
 - Proof of publication notice.
 - Certified Minute Order authorizing submission of application and naming person authorized to sign on behalf of the Applicant.

Include all supporting documentation for this Section under Attachment B, Evidence of Public Hearing/Local Support.

SECTION III APPLICANT CERTIFICATION AND COMMITMENT OF RESPONSIBILITY

As the official designated by the governing body, I hereby certify that if approved by the County of Fresno for Community Development Block Grant Program funding, the City of Selma (Applicant name) assumes the responsibilities for carrying out the activity specified in this application in a timely manner and certifies that:

- It possesses the legal authority to apply for the grant funds and to execute the proposed activity;
- The Applicant does not have any unresolved audit findings for prior CDBG or other federally-funded activities or projects;
- There are no pending lawsuits that would impact the implementation of this activity;
- It will comply with all statutes and regulations governing the federal Community Block Grant Program;
- The information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct;
- The Applicant has the ability to perform the duties for the activity applied for in accordance with the CDBG program regulations.

I authorize the Department of Public Works and Planning, Community Development Division, to contact any agency, whether or not named in this application, which may assist in determining the eligibility of the activity. All information contained in this application is acknowledged to be public information.

Signature
Title Acting City Manager
Type or Print Name Isaac Moreno
Date

SECTION IV DETAILED ACTIVITY DESCRIPTION

A. Activity Description

A complete description of the activity to be undertaken must include the activity or services to be provided, where the activity will be provided, how the activity will be provided, and whom the activity will benefit. Photographs of the project location may also be submitted and included in **Attachment F, Other Supporting Documentation/Maps/Photos**, or may be submitted by email to inimer@co.fresno.ca.us.

1. Provide a detailed description of the activity and the scope of work to be funded with CDBG grant:

The proposed activity includes concrete improvements in the public right of way to provide continuous curb, gutter, and sidewalk and drive approaches where missing in the following neighborhoods:

- * Bound by Thompson to the west, McCall to the east, Nebraska to the north, and Valley View to the south.
- * Bound by McCall to the west, Orange to the east, Floral to the north, and Rose to the south.
- 2. Describe how and who (i.e. low-moderate income persons, at risk youth, senior citizens, disabled persons, etc) the activity will benefit:

The proposed project will primarily benefit the residents who live in the two neighborhoods described above, but more importantly, the improvements will provide continuous sidewalks for disabled persons, senior citizens, and students walking to and from the four schools located in and adjacent to these neighborhoods.

3.	or how many jobs	will be gei	ected to benefit from nerated or retained a ome persons will be e	as a result of	•
	Number of jobs	0	Number employed		

Note: Activities that are proposed to meet the Low/Moderate-Income National Objective by creating/retaining jobs for Low/Moderate-Income persons will require a Supplemental form to be provided by the Community Development Division after this application is submitted.

4. Describe the activity location. Provide the street address and assessor's parcel number of the activity and/or the location of the improvements and street boundaries of the entire area that will benefit from the activity:

Area 1 - Neighborhood bound by Thompson to the west, McCall to the east, Nebraska to the north, and Valley View to the south.

Area 2 - Neighborhood bound by McCall to the west, Orange to the east, Floral to the north, and Rose to the south.

Attach a site map (Attachment A) of the activity location that shows street boundaries for all areas that will benefit from the activity and outline the area around the activity that encompasses all areas that will benefit, and/or include a description of the persons that will benefit from the activity (i.e. low-moderate income persons, at risk youth, senior citizens, disabled persons, etc). Submit supporting documentation under Attachment F, Other Supporting Documentation/Maps/Photos.

5. Describe how the proposed activity will benefit the persons, neighborhood or community it will service:

There are currently many pedestrian barriers in the two neighborhoods including sidewalk, curb and gutter, uplifted by tree roots and missing sidewalks and drive approaches requiring residents to use the street or walk through unimproved zones. The proposed improvements will provide continuous and safe paths of travel for the residents of the two neighborhoods.

	•	F, Other Supporting Documentation/Maps/Photos).
	If ves submit	a copy of the neighborhood or community revitalization plan
	Yes	⊠ No
6.	Are the propos	sed activities part of a targeted revitalization effort?

- 7. Describe other activities proposed and/or needed in the community or neighborhood that are anticipated in the next five years should funding be available (include housing, infrastructure and/or economic activities):
 - Many streets within the two neighborhoods are in need of rehabilitation and will be planned for future reconstruction.
 - Downtown street improvements adjacent to the 2nd Street, High Street, Mill Street and McCall Avenue intersection
 - ADA improvements (ramps and audible warning devices) at all public intersections
- 8. List any other agencies currently active in the activity area:

NA

B. Activity Funding

List all sources of funds anticipated to be received for this activity, including other grants. If a letter of commitment from other funding sources has already been received, include a copy as supporting documentation, (Attachment D, Other Funding Commitments).

Community Development Block Grant (CDBG) funds:	\$		210,000
Local funds: LTF (Local Transporation Funds)	\$		65,000
Other federal funds:	\$		
State funds:	\$		
Other funds or in-kind services:	\$		
Total Activity Cost:	\$		275,000
	Community Development Block Grant (CDBG) funds: Local funds: LTF (Local Transporation Funds) Other federal funds: State funds: Other funds or in-kind services: Total Activity Cost:	Local funds: LTF (Local Transporation Funds) \$ Other federal funds: \$ State funds: \$ Other funds or in-kind services: \$	Local funds: LTF (Local Transporation Funds) \$ Other federal funds: \$ State funds: \$ Other funds or in-kind services: \$ \$

+

SECTION V ACTIVITY READINESS

CDBG funds are required to be spent in a timely manner; therefore, the City is required to complete this activity in a timely manner. CDBG funding for Program Year 2019-2020 will become available on July 1, 2019, and funded activities can commence upon completion of a fully executed activity grant agreement with Fresno County.

A.	Activit	ty Readiness to Proceed Once Funded:
	1,	If selected for funding, can the activity be completed within 12 to 18 months from the date of agreement?
	2.	Are there weather (rain, temperature, etc) conditions that could delay construction of the activity? Yes No
		If yes, explain any potential delays:
	(Na)	
	3.	Will the activity require any PG&E activity? ☐ Yes ☒ No
		If yes, explain any potential delays:
	4.	Will the activity require CalTrans or any other outside agency review or
	7,	approval? Yes No
		If yes, explain any potential delays:
	5.	Has environmental review subject to the California Environmental Quality
	0.	Act (CEQA and/or the National Environmental Policy Act (NEPA) been completed or initiated for this activity?
		Initial Study / Environmental Assessment No
		CEQA NEPA
		Initiated on: Completed on:

2019-2020 Community Development Block Grant Application Participating Cities Page 12

	ь.	within the last five ye		within ½ mile from the location of Nelow) No
		Initial Study / Environ	nmental Assessment N	lo
		Completed on: Activity Description/G	CEQA Geographical Area Rev	NEPA
B.	exam	5	istorical environmenta	ementation of this activity (for I concerns, right of way
C.		chment F, Other Sup	e control as evidenced porting Documentati ite control is expected	•
			200 min to 100 min to	

SECTION VI ACTIVITY TIMELINE

Attach a timeline for the proposed activity, from application submittal to activity completion. Include milestones or key actions that will take place if the activity is approved for a CDBG grant by the County Board of Supervisors. Show the dates for each milestone and indicate the activity's completion date (the notice of completion date).

A **sample** timeline is below for your use. The first item on the timeline will be the submittal date of the application to the County. NOTE: If activity is recommended for approval, Community Development staff will contact you during preparation of the agreement. Any subsequent changes to agreement execution dates and/or timeline will be revised accordingly.

PROPOSED CDBG ACTIVITY TIMELINE AND MILESTONES

Activity Milestones/Actions		Notes	Date	
1.	Application Submittal		7/31/18	
2.	Eligibility Confirmation Letter		8/31/18	
3.	Hold noticed public hearing		9/28/18	
2.	Section II (Public Hearing/Citizen Participation) items submitted		10/15/18	
3.	Environmental Review	Minimum 90-day review	April 2019	
4.	Agreement for CDBG Grant		July 2019	
5.	Engineer Selected/Hired	Must go through formal RFP process if not already secured, or if secured for more than 3 years	Dec 12, 2017	
6.	Submit Plans/Specs/Current Cost Estimate (P/S/E)		Nov 4, 2019	
	County Review, Comment, Return of P/S/E	Period = 30 days from receipt of P/S/E	Dec 6, 2019	
8.	Submit Final Plans/Specs/Cost Estimate, if needed	Must be stamped, certified by ENG	Jan 6, 2020	
9.	County Review of Final P/S/E and issue Authorization to Advertise	Period = 30 days from receipt of Final P/S/E	Feb 5, 2020	
10.	Begin Advertising Project (Publication Date)	Advertise minimum of 2 weeks	Feb 19, 2020	
11.	Bid Opening	Submit bid canvas and low bid proposal within 7 days of bid opening	Mar 5, 2020	
12.	County Authorization to Award	Period = 21 days from receipt of Bid Package	March 30, 2020	
13.	Award of Contract	Must be the date of a City Council meeting	April 20, 2020	
14.	Preconstruction Meeting		May 5, 2020	
15.	Complete Construction of Project	Estimate construction days per contract	Aug 3, 2020	
16.	Complete Punch-List Items	Time for addressing post-construction items	Aug 31, 2020	
17.		Walk-through with County / other parties prior to NOC	Sep 1, 2020	
18.	Record Notice of Completion (NOC)	Allow time for City Council meeting	Oct 9, 2020	
19.	Submit Final Invoice, Project Outcome Measurement Report, Project Cost Summary, etc.	Deadline is 60 days following filing of NOC	Dec 8, 2020	

2019-2020 Community Development Block Grant Application Participating Cities
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SECTION VII ACTIVITY COST ESTIMATE

A. Construction Costs:

Work Item #	Description	Quantity	Unit of Measure	Unit Price	Total Cost of Work Item
1	R&R Sidewalk	170	LF	\$50	\$8,500
2	Remove Tree	7	EA	\$1500	\$10,500
3	Construct Sidewalk	5150	LF	\$40	\$206,000
			,	SUBTOTAL	\$ 225,000

B.	Estimated Engineering or Architectural Cost Including:	
	 Design engineering and/or architectural fee 	\$ 22,500
	2. Special requirements (conditional use permit/zone	
	change/site plan review, foundation or archeological	
	investigations, extensive environmental work)	\$ 0
	3. Construction Engineering	\$ 4,500
	4. Maintenance Plan Preparation	\$ 0
C.	Advertising/Award (printing and noticing)	\$ 500
D.	Property Acquisition (if applicable)	
	1. Real Property	\$ 0
	2. Appraisals, title work and related work	\$ 0
E.	Contingency	\$ 22,500
F.	Other (specify)	\$ 0
G.	TOTAL ACTIVITY COST	\$ 275,000

Daniel K. Bond, City Engineer	Date	9/18/2018
Prepared by: Name and Title (print or type)		

SECTION VIII ENVIRONMENTAL REVIEW QUESTIONNAIRE

Participating Cities

The following information will be provided to the County's environmental staff to be used in the required environmental review, in accordance with Federal and State (NEPA and CEQA) regulations. All questions must be addressed and supporting documentation included. It is advised that the Activity Engineer answer the questions and sign the form. This Section is a threshold requirement which will assist in determining activity readiness.

1.	Activity Name: Neighborhood Sidewalk Connectivity Project			
2.	Existing Zone District: R-1-7			
3.	Existing General Plan Land Use Designation: Medium & Medium-Low Density Residential			
4.	Is the activity in conformance with local land use, circulation and drainage plans? Yes ☑ (include supporting documentation) No ☐ Unknown ☐			
5.	Present land use: Residential			
6.	Describe major vegetative cover: Turf or unimproved ground			
7.	Proposed source of water: Cal Water			
8.	Proposed sewage disposal method: SKF			
9.	List existing physical site conditions to be improved by the activity, such as buildings, wells, pipelines, roads, etc. (if improvement is to an existing building, provide the age of the building(s) and indicate if any surrounding buildings may be 50 years or older):			
	Sidewalk, curb and gutter, and drive approaches.			
	Are there any buildings or structures of historical or cultural value in the surrounding area? Yes No Please describe structure and location:			
10.	What are the existing, surrounding land uses (e.g., agriculture, residences, school, factory)? Include photographs as Attachment E, Environmental Supporting Documentation :			
	North: 1 - Res/School; 2 - Res/School East: 1- Hwy 99; 2 - Canal			
	South: 1 - Residential; 2 - Residential West: 1- Cemetary; 2 - Residential			

11.	What land uses in the area may be impacted by the project? NA
12.	What land uses in the area may impact the project? NA
13.	If any of the following items are located within 3,000 feet of activity location, please describe and include photographs as Attachment E, Environmental Supporting Documentation: Major roads/highways: Highway 99 Railroad tracks: Union Pacific Railroad Water resources: Selma-Branch Canal Storage tanks: NA Hazard sites: NA Airports: NA
14.	During the next two years, if there are other similar or related activity(s) under consideration in the same geographical area, describe the activity and its proposed location. Attach summary as Attachment G, Other Activities
15.	Identify any agencies from which a permit is required for this activity (i.e. County of Fresno, San Joaquin Valley Air Pollution Control District, CRWQCB, etc.): NA
16.	Please identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Indicate why those actions were not selected. The two neighborhoods selected for this project were selected based upon their proximity to multiple school sites, known issues with pedestrian traffic, and severity of pedestrian barriers to safe travel. These areas were also selected in preparation for future asphalt rehabilitation projects. Many other projects were considered, however the need for safe paths of travel for students and residents and the ability to fund the improvements in one project cycle brought it to the top of the priority list.

<u>Information requested in questions 17 and 18 below must be provided in Attachment E, Environmental Supporting Documentation</u>

- 17. Provide a written description and map (or maps) illustrating (in detail) the location and size of **existing** sewer, water and/or drainage lines to be replaced or installed and/or location and size of **existing** curb, gutter and/or sidewalk improvements to be improved or constructed.
- 18. Provide a written description and map (or maps) illustrating (in detail) the location and size of **proposed** sewer, water and/or drainage lines to be replaced or installed and/or location and size of **proposed** curb, gutter, and/or sidewalk improvements to be improved or constructed, and size and location of material or equipment staging areas.
- 19. Provide a written statement of purpose and need for the project.
- 20. Complete the Environmental Supplemental Questionnaire on the following page.

ENVIRONMENTAL SUPPLEMENTAL QUESTIONNAIRE

In order to determine if this activity is ready to proceed, and meet HUD's timeliness of expenditure requirements for the CDBG Program, funded activities must be ready to proceed once an agreement with the County is executed. Please answer all of the following questions. This information will assist in determining whether the activity is ready to proceed.

			<u>Yes</u>	<u>No</u>	<u>N/A</u>
1,	cir	the activity in conformance with your local land use, culation, and drainage plans? OTE: An activity may not be accepted or processed if it does	\times		
		t conform to the appropriate General or Community Plan.)			
2.		ill the activity require rezoning, a conditional use permit, riance, parcel map, or subdivision map?		\boxtimes	
	a.	Will required entitlement clearances be completed by October 1, 2018?			\times
3.		pes the applicant have clear title to all properties volved in the activity?	\times		
	a.	Will the applicant need to acquire real property, road rights-of-way, or easements as part of the activity? (NOTE: HUD requires compliance with its acquisition procedures.)		\boxtimes	
	b.	Will the activity cause displacement of residents, businesses, or farms?		\times	
	C.	Can an alternate site be selected to avoid displacement?			\times
4.		oes the applicant's operating budget include revenues d/or mechanisms in place to maintain improvements?	\times		
5.		pes the applicant have sufficient, qualified personnel to operly maintain the activity upon completion?	\boxtimes		
	a.	If not, are local service fees sufficient to hire additional staff to properly maintain the activity?			\times
	b.	If not, is the applicant willing to raise local service fees to meet this obligation?			\times

	c. Does the applicant have a written maintenance plan for improvements made with CDBG funds? If yes, attach Plan as Attachment F, Other Supporting Documentation/Maps/Photos.	Yes	<u>No</u>	N/A
6.	If required by the County, will the applicant set up a depreciation fund to replace the activity?		\boxtimes	
	a. Would this requirement cause an increase in service fees?	\times		
	b. If so, is the applicant willing to increase service fees to set up a fund?		\boxtimes	
7.	Are all improvements affixed to the property? (NOTE: Furniture, and other equipment and improvements, [except for fire equipment] not affixed to the property are ineligible for CDBG funding.)		\boxtimes	
8.	Is all of the property in the activity area within the applicant's jurisdictional limits (i.e. the activity area will not require annexation prior to activity construction)?	\boxtimes		
9.	Is the activity designed to eliminate slum and blight? (Answer N/A if the activity predominantly serves low and moderate income persons.)			\boxtimes
10.	Will all other funding needed to complete the activity be in place by July 1, 2019?	\times		
	 If no, can the activity be completed without all the funding? 			\times
11.	Can the activity be designed with deduct items if bids exceed budget?		\times	
	a. If no, is the applicant able to cover cost overruns from local resources?	\boxtimes		
	b. If no, can the activity proceed in phases using the CDBG funds in the initial phase?			\times

12.	Will the activity require the formation of an accomment	Yes	<u>No</u>	N/A
12.	Will the activity require the formation of an assessment district? (NOTE: There may be Federal eligibility problems when an applicant intends to form an assessment district. Discuss with County staff.)	Ш		
13.	Does the applicant have a current contract with an engineering firm to perform engineering work?	\times		
	a. If yes, attach a copy of the contract as Attachment F, Other Supporting Documentation/Maps/Photos.			
	b. If no, will the applicant contract with an engineer and/or architect to design this activity?			\times
	c. Will the applicant complete the contract process prior to July 1, 2019 with its own local resources?			\boxtimes
	(NOTE: Contact County staff for required federal procedures for hiring consulting engineers/ architects.)			
14.	If necessary, has the applicant received all clearances, and/or funding commitments, from any public utilities or railroads that may be involved in the activity?			\boxtimes
	Will the applicant have these clearances, and/or commitments, by the date for beginning construction as indicated in your time schedule?			\boxtimes
15.	If the activity involves a water well, has the applicant received necessary permits from the Health Department?			\times
16.	Will all drainage, as a result of the activity, be contained on-site or in applicant-owned drainage basins?			\times
	a. If no, has the applicant paid required State permit fees for storm water discharges into rivers and streams? If fees have been paid, attach proof of payment as Attachment F, Other Supporting Documentation/Maps/Photos.	\boxtimes		

17.	Will the activity correct or address any serious heal	th	Yes	<u>No</u> X	N/A
	and/or safety issues?	•	<u></u>		
	If yes, attach correspondence the agency has rece from a health or regulatory agency to demonstrate seriousness of the problem with Attachment F , Ot Supporting Documentation/Maps/Photos .	the			
18.	Is any of the land to be improved by the activity una agricultural land conservation contract (Williamson			\boxtimes	
19.	Is any of the land to be improved subject to the approf the Airport Land Use Commission due to the proproximity to an airport?			\boxtimes	
To t	he best of my knowledge, the foregoing information	is true.			
Sigr	ature - Activity Engineer	Date			
		City Enginee	ſ		
Nan	ne	Title			

APPENDICES

Application Approval Timeline CDBG Program Description Sample Press Release/Public Notice

Appendix 1

APPLICATION APPROVAL TIMELINE

Activity	<u>Time Frame</u>
CDBG Application Submittal Deadline	July 31, 2018
County Review of CDBG Applications	August 31, 2018
Public Hearing(s) Conducted by City	September 28, 2018
Evidence of Noticed Public Hearing Submitted	October 15, 2018 (Items specified in Section II)
Board of Supervisors Conducts Public Hearing for Approval of Recommended Activities and Program	April – May 2019 ns
Initial Study/Environmental Assessment	April – July 2019 Review Period
2019-2020 Program Year Begins	July 1, 2019

Appendix 2

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG Program, initiated in 1974, is a federally assisted program administered through the U.S. Department of Housing & Urban Development (HUD). Under the Program, participating cities are entitled to receive a certain annual allocation for various housing and community development activities. The following is a list of eligible and ineligible activities. In addition to eligibility, a proposed activity must be determined to meet a National Objective, which analysis is performed by Community Development staff.

ELIGIBLE ACTIVITIES

- I. Public Facility and Infrastructure Improvements
 (includes acquisition, construction, reconstruction, rehabilitation or installation of the following types of activities on publicly-owned infrastructure and facilities)
 - A. Water System Improvements Acquisition of private systems, installation of new systems, extensions to under-served areas and improvements to existing systems.
 - B. Sewer System Improvements Extensions to non-sewered areas, replacement of existing lines, connections of private properties, and improvements to sewer treatment plants.
 - C. Street and Drainage Improvements Drainage basins and lines, streets, curbs, gutters, sidewalks, lights, bridges, and canal undergrounding.
 - D. Fire Protection Improvements Fire stations, hydrants, and fire protection equipment.
 - E. Neighborhood Facilities Single or multi-purpose facilities to provide health, social, recreational, or similar services as well as branch libraries and facilities for specific groups, such as senior citizens and the handicapped.
 - F. Parks & Recreation Facilities Site acquisition, development and improvements to new and existing parks, playgrounds and other recreational facilities.
 - G. Solid Waste Facilities & Equipment

- H. Removal of Architectural Barriers (curb cuts, park improvements, and improvements to public buildings to meet ADA requirements)
- I. Energy Conservation Measures
- II. Housing Rehabilitation and Down Payment Assistance
 - Rehabilitation of properties including privately owned homes and commercial or industrial building
 - Down payment / mortgage assistance
- III. Special Economic Development*
 - Grants, loans, loan guarantees, interest subsidies to businesses
 - Business incubator construction
- IV. Public Services
 - Employment Training
 - Crime Prevention
 - Child Care
 - Recreation, Senior and Youth Center Programs
 - Help for the Needy/Homeless
- V. Historic Preservation
- VI. Property Acquisition and Disposition
- VII. Property Clearance
- VIII. Targeted Proactive Code Enforcement
- IX. Commercial or Industrial Rehabilitation
- * Requires Supplemental Forms, contact Community Development office

INELIGIBLE ACTIVITIES

Activities involving the following are ineligible activities under the CDBG Program:

- I. Civic Buildings such as city halls, courthouses, police stations
- II. Operating and/or maintenance expenses
- III. Political activities
- IV. Purchase of equipment furnishings and personal property (except for fire protection equipment)
- V. New housing construction except under conditions identified in Section 570.207(b)(3) of the CDBG Program regulations (Contact County staff)

Appendix 3

Every activity proposal <u>MUST</u> contain evidence of citizen participation and support for the proposal. This evidence must include documentation of at least one Public Hearing at which the specific activity was discussed and opportunities provided for citizen input.

SAMPLE PRESS RELEASE/PUBLIC NOTICE

	to Consider Proposals for CDBG Funds	
The	(Insert Applicant Name) will hol	d a public hearing to consider
activities that could be finar	nced by the Federal Community Develo	opment Block Grant (CDBG)
Program.		
The meeting will be held on	n, 2018, at p.n	n. in the,
located at	Interested individua	als and organizations are
encouraged to attend to voi	ice activity recommendations for their o	community or neighborhood.
The Community Developme	ent Block Grant (CDBG) is a Federal g	rant program administered by
Fresno County to address h	nousing and community development r	needs of low- and moderate-
income persons. Types of	eligible activities include (public works	improvements such as water,
sewer, streets and drainage	e, fire protection facilities and equipme	nt, solid waste facilities,
libraries and community cer	nters.)	
For further information, plea	ase contact the	(Applicant/Agency Name) at
(559)	or the Fresno County Community Dev	velopment office at
(559) 600-4292.		

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ATTACHMENTS

Include all required material and supporting documentation under the appropriate Attachment. If needed, Applicants may provide additional attachments beyond those listed in the Table of Contents.

ATTACHMENT A

Activity Site Map / Site Control

Site Activity Map – Area 1

Site Activity Map – Area 2





ATTACHMENT B

Evidence of Public Hearing/Local Support

ATTACHMENT C

Minute Order/Resolution

ATTACHMENT D

Other Funding Commitments

ATTACHMENT E

Environmental Supporting Documentation

Statement of Purpose and Need

Description of new and replacement improvements

Area 1 Improvements

Area 2 Improvements (North Portion)

Area 2 Improvements (South Portion)

ATTACHMENT E

Statement of Purpose and Need

The two area shown in Attachment A are two of the oldest neighborhoods in Selma, having been developed before the City had standards in place for public works improvements. Both neighborhoods are suffering from issues with pedestrian connectivity with missing sidewalks at various locations, forcing pedestrians either out into the street or through front yards in varying conditions. This is especially problematic for those in our community with disabilities who end up travelling in the street to find a traversable path. These two area are also immediately adjacent to four different schools, and this project will provide consistent paths of travel for kids walking to school.

Description of Improvements (New and Existing to be replaced)

The primary focus of this project is sidewalks, whether new or replacement. Sidewalks will be constructed to provide a consistent path of travel throughout the two identified neighborhoods. Where sidewalks have been damaged by tree roots, the trees will be removed and the uplifted sidewalks will be demolished and replaced. If other improvements such as drive approaches or curb and gutter are identified during the field survey, those improvements will be included in the project. Curb ramps will be added where missing, but this project will not replace curb ramps that are out of compliance with the American's with Disabilities Act as there is not sufficient funding for such an endeavor.







ATTACHMENT F

Other Supporting Documentation / Maps

Contract with Engineer

APN = Assessor's Parcel Map

APN 389-06

APN 389-07

APN 389-10

APN 389-11

APN 389-14

APN 389-17

APN 390-05

APN 390-06

APN 390-07

APN 390-08

RESOLUTION NO. 2017 – 69R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AWARDING CONSULTANT AGREEMENT TO GATEWAY ENGINEERING FOR PRELIMINARY ENGINEERING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS IN THE CITY OF SELMA FOR THREE CONSECUTIVE FISCAL YEARS. 2018/2019, 2019/2020 AND 2020/2021

WHEREAS, the City of Selma has requested proposals for the engineering for the construction of new storm drain facilities in the City of Selma from five engineering firms; and

WHEREAS, the City of Selma has received funding from Community Development Block Grant (CDBG); and

WHEREAS, the proposals were opened on October 2, 2017; and

WHEREAS, Gateway Engineering was the most qualified consulting firm.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Selma does hereby resolve as follows:

- 1. That the contract for preliminary engineering for the current fiscal year 2018/2019 project is hereby awarded to Gateway Engineering in the amount of \$14,500.00.
- 2. That the consultant agreement for the engineering for the said project is hereby approved.
- 3. That the City Manager is hereby authorized and directed to execute the same on behalf of the City of Selma.
- 4. That fee proposals will be requested from Gateway Engineering accordingly each fiscal year for the CDBG projects in 2019/2020 and 2020/2021.

The foregoing Resolution was duly approved at a regular meeting of the Selma City Council on December 4th, 2017 by the following vote, to wit:

AYES:

5 COUNCIL MEMBERS: Montijo, Derr, Franco, Robertson, Avalos

NOES:

0 COUNCIL MEMBERS: None

ABSTAIN:

0 COUNCIL MEMBERS: None

ABSENT:

0 COUNCIL MEMBERS: None

Mayor of the City of Selma

ATTEST:

City Clerk for the City of Selma October 15, 2018 Council Packet

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CONSULTANT AGREEMENT

This Agreement made as of this 4th day of December, 2017.

Between:

CITY OF SELMA

A Municipal Corporation

1710 Tucker Street

Selma, California 93662

(CITY)

And:

GATEWAY ENGINEERING

5811 E. Princeton Avenue

Fresno, CA 93727 (CONSULTANT)

WITNESSES THAT WHEREAS:

- A. It has been determined to be in the CITY'S best interest to retain the professional services of a consultant to provide Engineering Services for CDBG 2018/2019 Project, Construction of New Storm Drain Facilities.
- B. CONSULTANT is considered competent and qualified to perform the necessary professional services for the CITY;

NOW THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. CONSULTANT shall furnish all of the services as described in the Request for Qualifications.
- 2. CITY shall compensate CONSULTANT in the amount of \$14,500.00 upon the completion of the preliminary engineering design.
- 3. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by CONSULTANT under this Agreement, except that the CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
- 4. CONSULTANT shall provide and maintain in full force and effect while operating under this Agreement a comprehensive liability insurance policy which shall include bodily injury, and property damage coverage of \$1,000,000 combined single limit, automobile liability insurance with limits of \$1,000,000; worker's compensation insurance with limits of coverage as prescribed by law, and an Errors and Omissions

professional liability policy with a minimum limit of coverage of \$250,000. The Errors and Omissions policy must be an occurrence rather than claims made policy. All policies except the worker's compensation and Errors and Omission shall name the City as additional insured on a separate endorsement. Insurance coverage must be provided by a Best's A rated, class V carrier, admitted in California, and shall be in form satisfactory to the City Attorney. The failure to provide and maintain insurance shall be a material breach of this Agreement.

- 5. CONSULTANT hereby indemnifies and holds harmless CITY and its agents, employees, and/or volunteers from any and all liability or claim of liability, including attorney fees, arising by reason of personal injury, death or property damage resulting from CONSULTANT'S negligent acts, errors, or omissions in the performance of this Agreement, to the extent that the CONSULTANT is responsible for such damages and losses on a comparative basis of fault and responsibility between CONSULTANT and CITY, including its agents, employees, and/or volunteers. The CONSULTANT is not obligated to indemnify CITY for CITY'S and its agents, employees, and/or volunteers own negligence.
- 6. All original documents, drawings and other material prepared by CONSULTANT under this Agreement shall become the exclusive property of the CITY and shall not be used in any manner without prior consent of the CITY. Any reuse of such document, drawing, and other material by the CITY on any project other than covered by the Scope of Services shall be at CITY'S sole risk, and without liability of CONSULTANT.
- 7. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT shall not subcontract any tasks under this Agreement without obtaining advance written approval of the CITY.
- 8. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY, and any attempt to do so shall render this Agreement null and void.
- 9. CONSULTANT shall be compensated for performance of tasks per section B, subsection 2.
- 10. Either CONSULTANT or CITY may terminate this Agreement with thirty (30) days advance written notice.
- 11. This agreement and its Attachments are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of the Agreement shall prevail.
- 12. This Agreement shall be governed by the laws of the State of California.

- 13. CONSULTANT is an independent contractor and no agency relationship, either express or implied, is created by the execution of this Agreement.
- 14. CONSULTANT is to complete this project within 45 working days beginning from the date of Notice to Proceed, for the total amount of \$14,500.00.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:	CONSULTANT:
By: City of Selma	By: GATEWAY ENGINEERING
Henry Perea O Interim City Manager Dated: DCUMBER 12, 2017	By: David Bat 12,2017
REYNA PWYA Reyna Rivera	By:
City Clerk	Dated:
Dated: December 12 2017	
APPROVED AS TO FORM:	
Neal E. Costanzo	
City Attorney	
Date: Du. 4 2017	



October 31, 2017

David Elias City of Selma 1710 Tucker Street Selma, CA 93662

Subject: Proposal for Storm Drain Improvement Project

CDBG Project F/Y 2018-2019

Dear David:

Thank you for the opportunity to submit this proposal to provide engineering services for the fiscal year 2018-2019 CDBG project. Outlined below is a summary of our assumptions, our proposed scope of services, exclusions, schedule, and fee proposal:

Assumptions

- Design of this project will be performed under the scope of services already under contract with the City of Selma for design of the storm drain system connected to the Valley View basin. The scope and fee provided herein is for the work to isolate this specific scope of work from the current project, prepare project specific bid documents, and process with the County of Fresno to approval.
- Monuments destroyed during construction will be reset at the Contractor's expense.
- The improvement plans cover storm drain upgrades at the following:
 - Storm drain pipeline from the Valley View basin, north on Sheridan Street to north of Knowles Street.
 - Intercept storm water from the lift station north of Knowles.
 - o Intercept storm water from the lift station in Salazar Park.
- The Contractor will be responsible for Dust Control and Storm Water Pollution Prevention Plans if required.

Scope of Services

- Break out portion of storm drain project and prepare final plans, specifications and cost estimates for scope of work listed above.
- Process bid documents to approval with the County of Fresno.
- Perform Construction staking
- Construction engineering services will be performed as part of Gateway's time onsite as part of our City Engineering Contract.

Exclusions

The following are specifically excluded from our scope of services:

- Geotechnical investigation and report under separate contract
- Storm Water Pollution Prevention Plan
- Dust control plan
- Bidding
- Day to day construction inspection
- Reset monuments destroyed during construction

Schedule

This project is anticipated to be designed starting in the fall of 2018 and will be finalized for construction in Spring 2019.

Fee Proposal

Gateway Engineering, Inc. proposes to perform the above referenced scope of services based upon the following fee schedule:

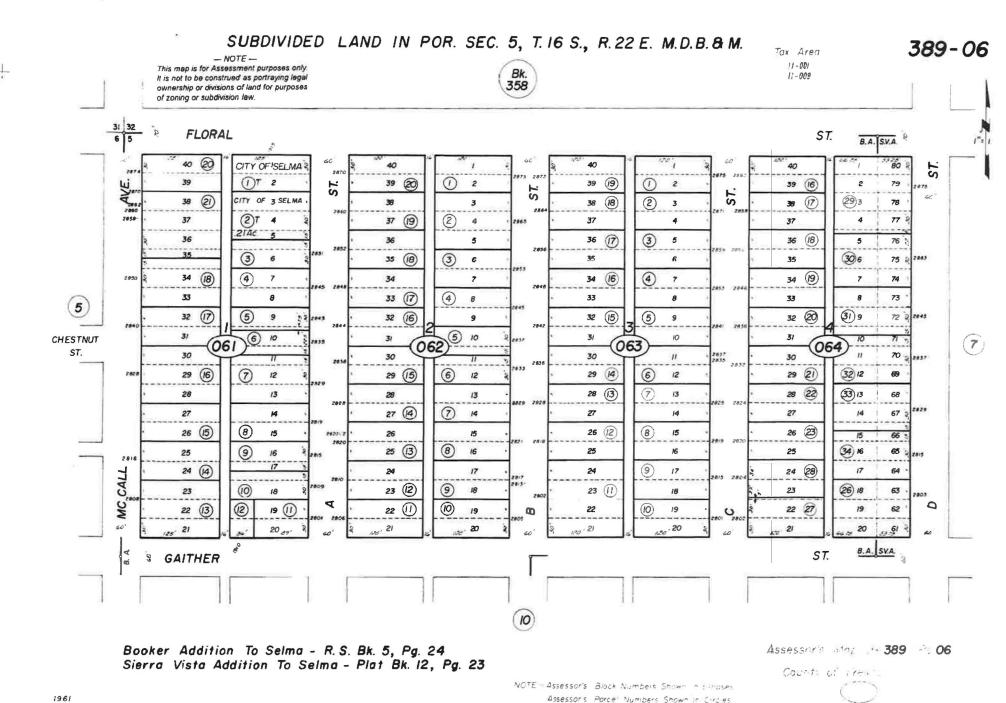
Prepare Construction Documents \$11,500Construction Staking \$3,000

We will invoice monthly based upon as estimated percentage of completion. Please do not hesitate to contact me if you have any questions or if additional information is required for your review.

Sincerely,

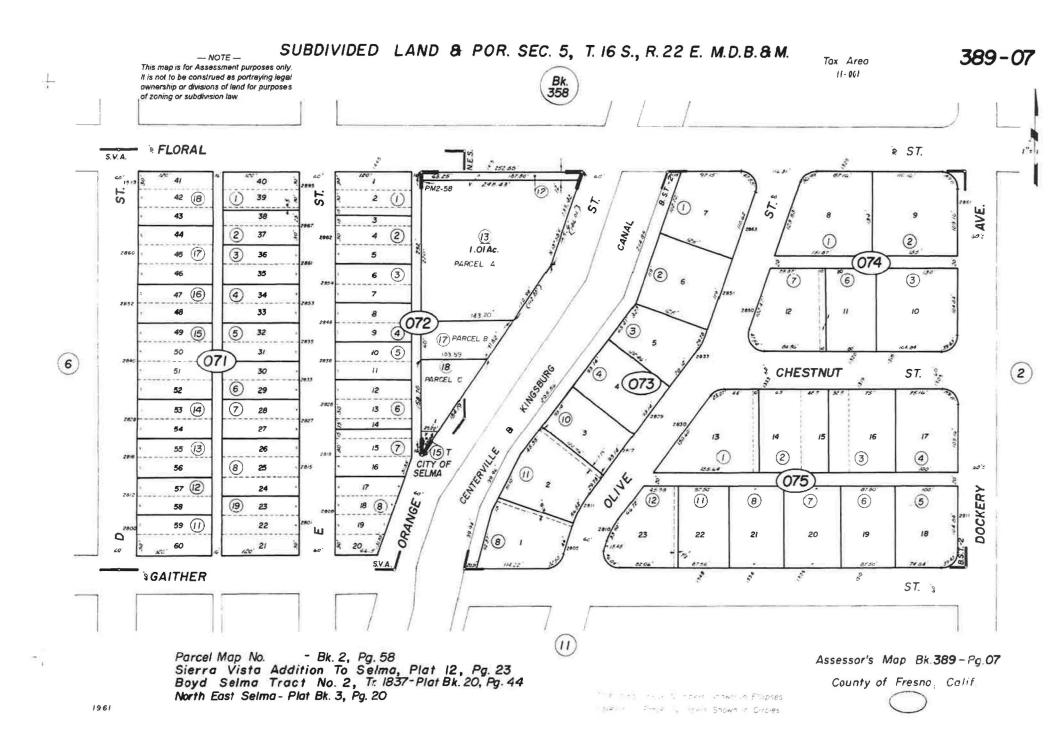
Daniel K. Bond, PE

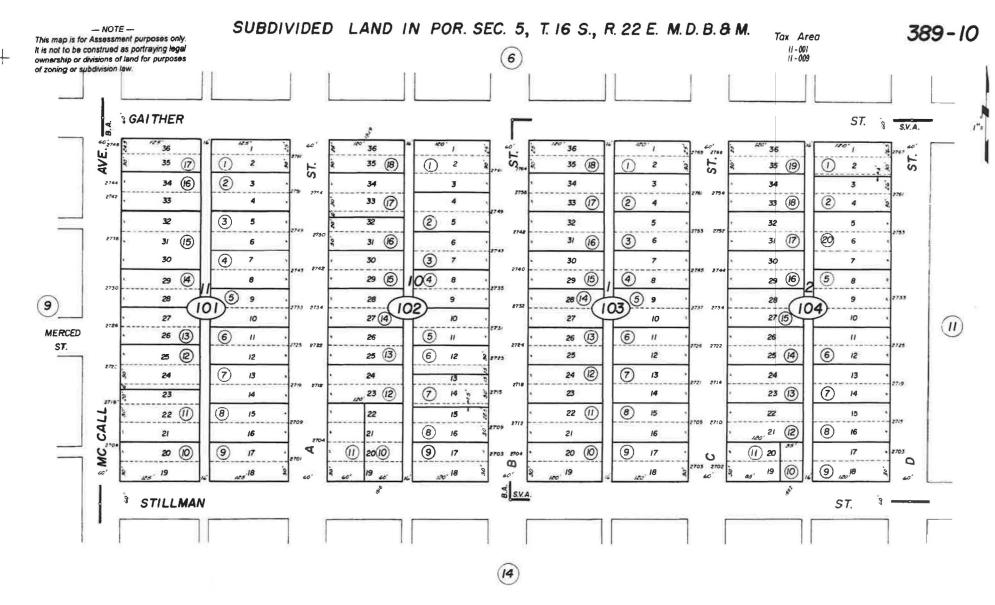
RCE 57,133 President



October 15, 2018 Council Packet

139



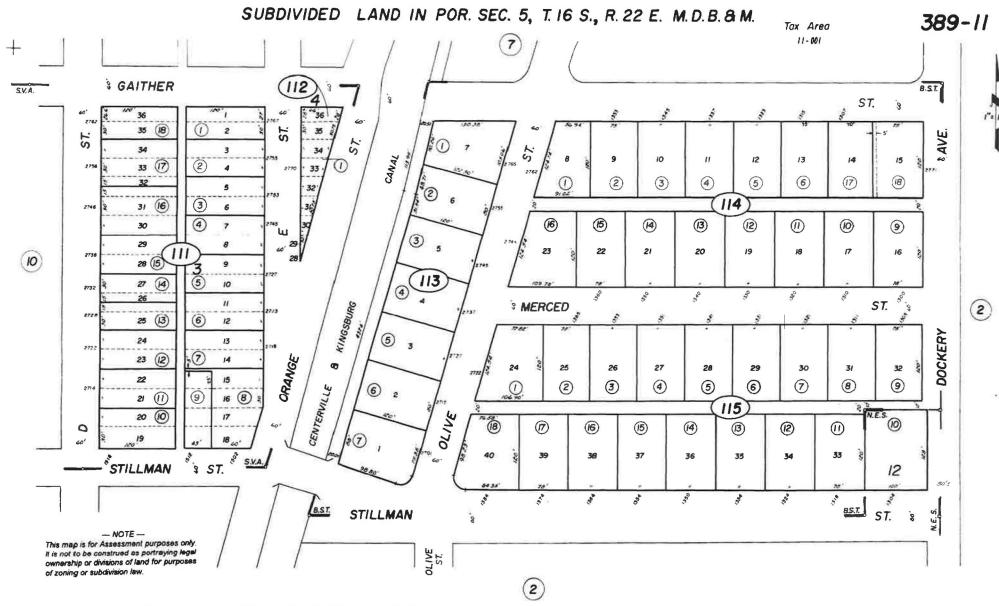


Booker Addition To Selma, R.S. 5, Pg. 24 School View Addition To Selma, R.S. 7, Pg. 45

Assessor's Map Bk 389 - Pg 10

County of Fresno, Calif

NOTE - Assessor's Block Numbers Shown in Ellipses Assessor's Paicel Numbers Shown in Circles

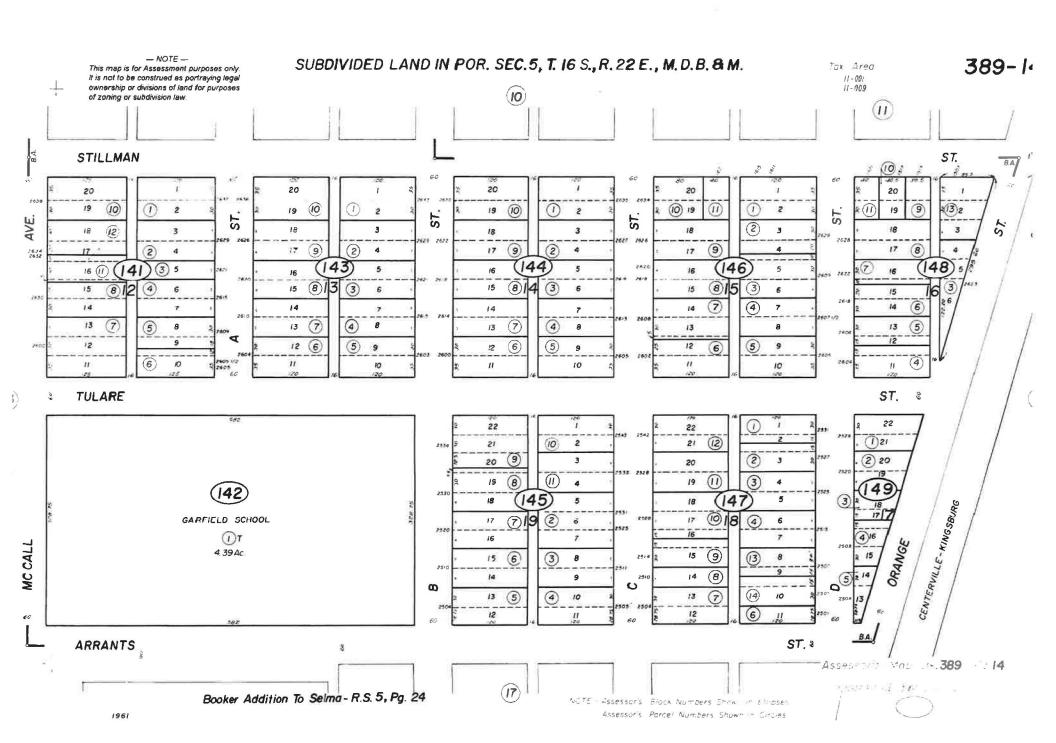


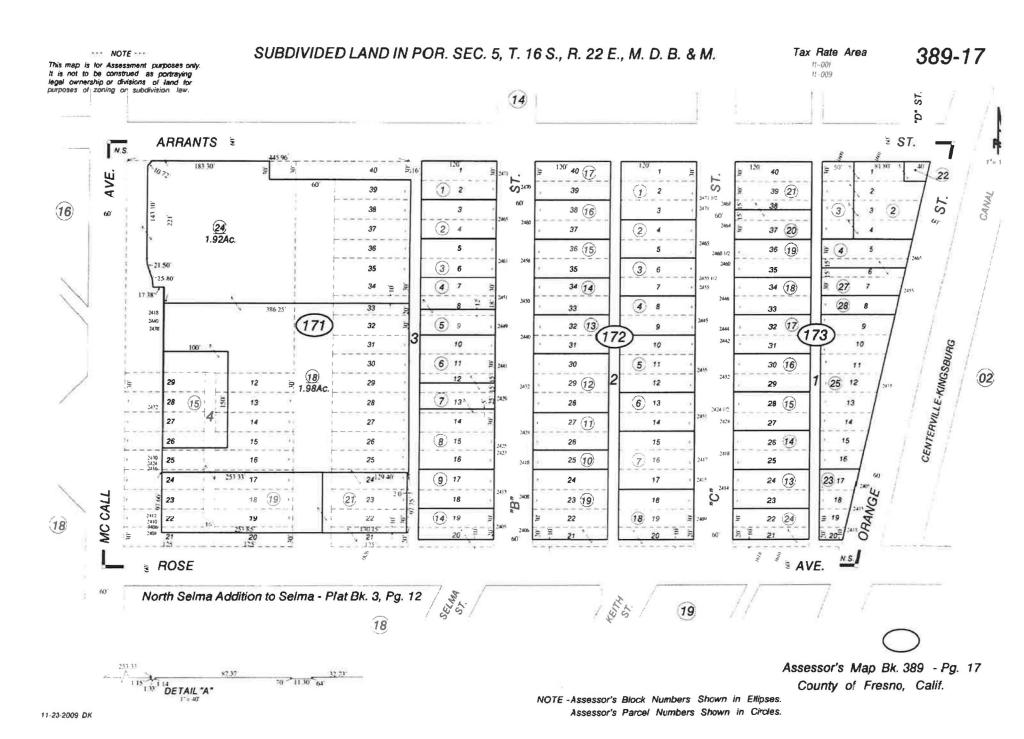
School View Addition To Selma, R. S. 7, Pg. 45 Boyd Selma Tract, Plat 13, Pg. 94 North East Selma, Plat 3, Pg. 20

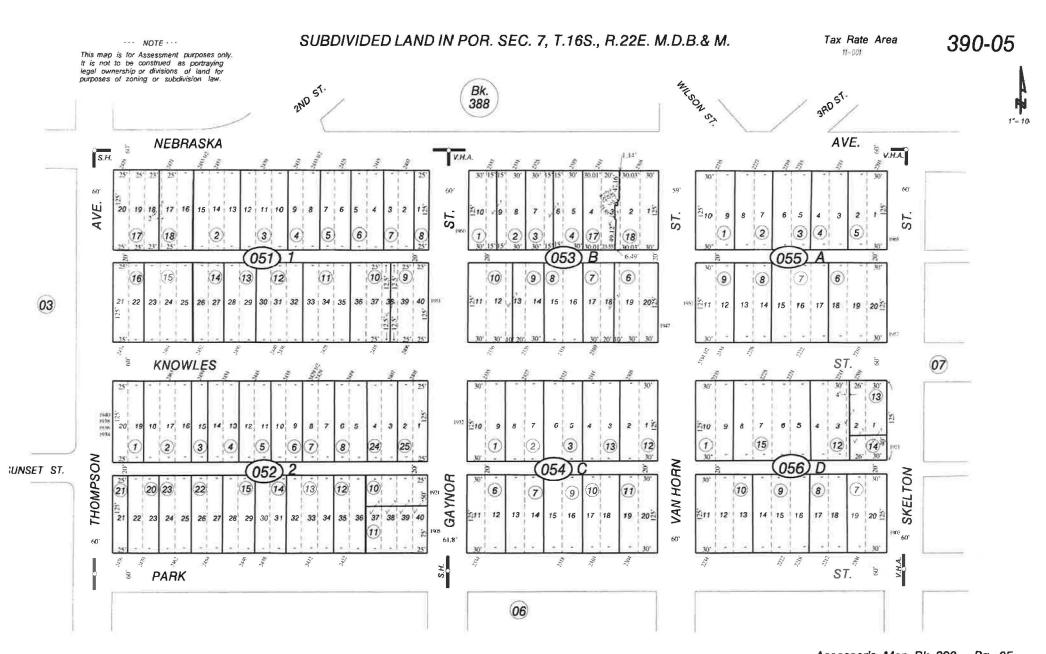
NOTE - Assessor's Black Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk 389 - Pg.II

County of Fresna, Calif







Selma Heights Addition To Selma, Plat 3, Pg. 76 Van Horn's Addition To Selma, Plat 3, Pg. 24

11-10-2014 RV 15R

NOTE -Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 390 - Pg. 05 County of Fresno, Calif. --- NOTE ---

SUBDIVIDED LAND IN POR. SEC. 7, T.16S., R.22E., M.D.B.&M.

Tax Rate Area

390-06

This map is for Assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

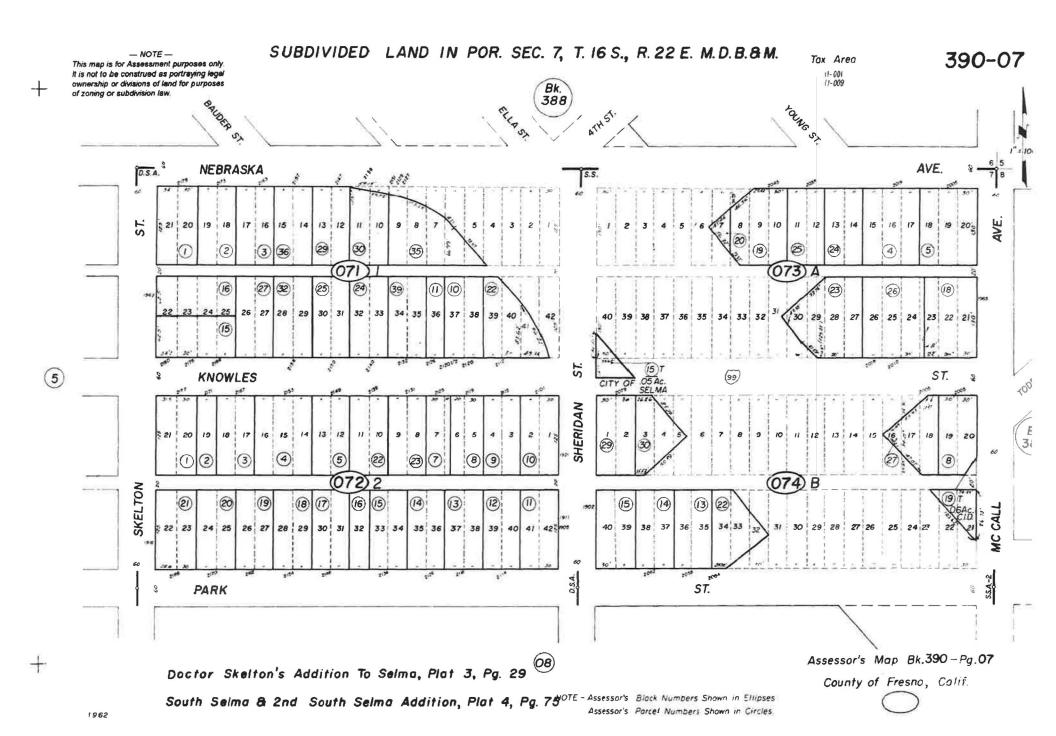
05 S.H. PARK ST. 61.80 12 11 10 S . 10 ST. ST. 125 (3) 7 25 5 1 22 23 4 (19) 6) 26 1 2 (2) (13) 061 063) 065 13 12 6 4 12 (9) 11 8 (7) 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 13 14 15 : 18 13 | 14 11 12 17 18 19 | 20 | 15 16 17 18 19 20 ST. 04 08 YERBA 20 19 18 17 16 15 14 13 12 11 10 10 10 9 8 21 (2) (5) 20 (6) (2) (12) THOMPSON 064 062 066 VAN HORN SKELTON (15) 9 6 (8) PARCEL B 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 11 12 13 14 15 | 16 11 12 | 13 14 15 16 17 18 19 | 20 37,38 10 PARCELA 5 7 3 S 3 R \$ ₹VALLEY VIEW ST. 2 V.H.A. 20

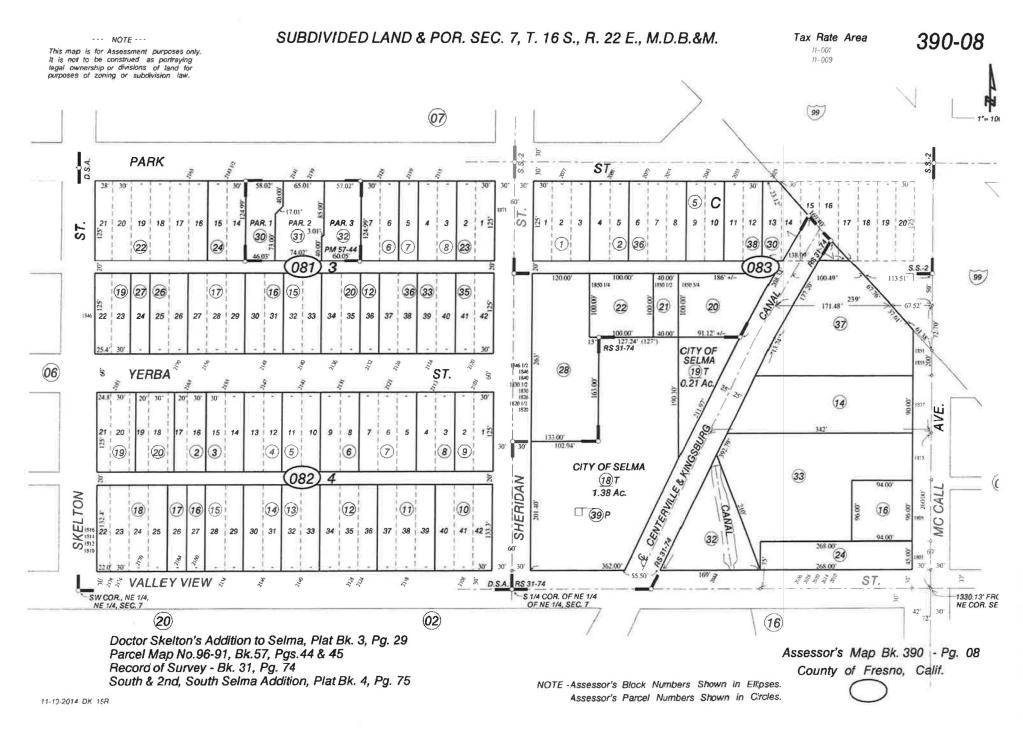
Parcel Map No.17 - Bk.9, Pg.95 Van Hom's Addition To Selma - Plat 3, Pg.24 Selma Heights Addition To Selma - Plat 3, Pg.76

Assessor's Map Bk. 390 - Pg. 06 County of Fresno, Calif.

NOTE -Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

12-05-2005





ATTACHMENT G

Other Activities

Street reconstruction within the same geographic area

ITEM NO:

3.

SUBJECT: Consideration of a Resolution adopting Amendment! to the Public Works and Transit Maintenance Employees Memorandum of Understanding

DISCUSSION: On or about August 29, 2018 the City Council adopted a Resolution approving Amendment No. 1 to the Public Works Employees Memorandum of Understanding ("MOU"), to change the name of the unit to the Public Works and Transit Maintenance Employees, to include additional position classifications to accommodate the new transit maintenance employees.

FCRTA has requested an amendment to its agreement to reduce one Transit Mechanic III to a Fleet Services Coordinator. This requires a second amendment to add the new position and amend the salary schedule. On or about October 10, 2018, the Acting City Manager in his capacity as the Municipal Employees Relations Officer, met and conferred with the Unit Representatives regarding the proposed amendments to the MOU.

<u>RECOMMENDATION:</u> Adopt the Resolution approving Amendment No. 2 to the Public Works and Transit Maintenance Employee MOU

Isaac Moreno, Acting City Manager

Date

10-12-18

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA

AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SELMA AND PUBLIC WORKS AND TRANSIT MAINTENANCE EMPLOYEES FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2019

WHEREAS, on or about April 3, 2017, the City Council adopted a Memorandum of Understanding ("MOU") between the City and the City's Public Works Employees, for the period of July 1, 2017, through June 30, 2019; and

WHEREAS, on or about August 29, 2018, the City Council adopted the First Amendment to the MOU to change the name of the Unit to the Public Works and Transit Maintenance Employees, and to provide for the terms and conditions of employment for employees performing transit fleet maintenance; and

WHEREAS, on or about September 4, 2018, the City Council adopted Resolution No. 2018-74R, approving Amendment No. 2 to the MOU to amend the maximum amounts the City will contribute toward the health insurance premiums beginning January 1, 2019; and

WHEREAS, the City desires to amend the MOU to include an additional position classification for a Transit Fleet Service Coordinator, and to amend the salary schedule to reflect the salary range for the new position.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- Section 1. The above recitals are true and correct and are incorporated herein by reference.
- <u>Section 2.</u> The City Council hereby adopts Amendment No. 3 to the MOU, attached hereto as Exhibit A, and incorporated herein by reference.
- <u>Section 3.</u> <u>Severability.</u> The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 15th day of October 2018 by the following roll call vote:

AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBERS: COUNCILMEMBERS: COUNCILMEMBERS: COUNCILMEMBERS:		
		Jim Avalos, Mayor	_
ATTEST:			
Revna Rivera	a. City Clerk		

AMENDMENT NO. 3 TO THE

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SELMA AND PUBLIC WORKS AND TRANSIT MAINTENANCE EMPLOYEES FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2019

This Amendment No. 3 to the Memorandum of Understanding ("MOU") Between the City of Selma ("City") and Public Works and Transit Maintenance Employees ("Unit") for the period July 1, 2017 through June 30, 2019 is made and entered into this 15th day of October 2018 ("Effective Date"), by and between the City, and the Unit.

RECITALS

WHEREAS, on or about April 3, 2017, the City Council adopted Resolution No. 2017-19R, approving the MOU; and

WHEREAS, on or about August 29, 2018, the City Council adopted Resolution No. 2018-68R, approving Amendment No. 1 to the MOU to change the name of the Unit to the Public Works and Transit Maintenance Employees, to include additional position classifications to accommodate the new transit maintenance employees, and to amend the salary schedule to reflect the salary ranges for the new positions; and

WHEREAS, on or about September 4, 2018, the City Council adopted Resolution No. 2018-74R, approving Amendment No. 2 to the MOU to amend the maximum amounts the City will contribute toward the health insurance premiums beginning January 1, 2019; and

WHEREAS, the MOU provides for the terms and conditions of employment for the Public Works and Transit Maintenance Employees; and

WHEREAS, the City desires to amend the MOU to include an additional position classification for a Transit Fleet Service Coordinator, and to amend the salary schedule to reflect the salary range for the new position; and

WHEREAS, on or about October 10, 2018, the Acting City Manager in his capacity as the Municipal Employees Relations Officer, met and conferred with the Unit Representatives regarding the proposed amendments to the MOU.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid MOU, 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:

1. Article 1-RECOGNITION

Article 1-Recognition, shall be amended to reflect the complete list of Position Classifications as follows:

Custodian
Equipment Mechanic III
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Transit Mechanic III
Transit Shuttle Driver
Transit Fleet Service Coordinator

3. Article 2—SALARIES

Section C., Article 2—Salaries-The salary ranges set forth in Exhibit A are hereby revised in their entirety as set forth in Attachment 1, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed as of the Effective Date.

CITY OF SELMA	PUBLIC WORKS AND COMMUNITY SERVICES EMPLOYEES
By:	By:Unit Representative
Municipal Employees Relations Officer	D
	By: Unit Representative
ATTEST:	
Reyna Rivera, City Clerk	
Approved as to Form:	
Bianca Sparks Rojas, City Attorney	

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

October 15, 2018

ITEM NO:

4.

SUBJECT: Consideration of Amendment No. 1 to the fleet vehicle maintenance services agreement between the City and the Fresno County Rural Transit Agency

DISCUSSION: On August 29, 2018, the City entered into an agreement with Fresno County Rural Transit Agency ("FCRTA") for Fleet Vehicle Maintenance services. As requested in the FCRTA's RFP process, eight positions were to be filled as follows:

- Maintenance Shuttle-2
- Maintenance Manager-1
- Vehicle Maintenance-3
- Vehicle Detailing-2

FCRTA requested an amendment to the agreement to reduce the number of Vehicle Maintenance employees from three to two, and to add one Fleet Service Coordinator. The billing rate for this position will match the Maintenance Manager.

<u>RECOMMENDATION:</u> Approve Amendment No. 1 to the Fleet Vehicle Maintenance Services Agreement with FCRTA

Isaae Moreno, Acting City Manager

Date

10-12-18

FIRST AMENDMENT

TO THE FLEET VEHICLE MAINTENANCE AGREEMENT BETWEEN THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE CITY OF SELMA

This First Amendment to the Fleet Vehicle Maintenance Agreement ("Agreement") is made and entered into this 15th day of October, 2018, by and between the City of Selma, a municipal corporation ("City"), and the Fresno County Rural Transit Agency ("FCRTA"), a Joint Powers Agency.

RECITALS

WHEREAS, on or about August 29, 2018, Agreement was entered into between the City and FCRTA, wherein FCRTA engaged the City to provide and/or coordinate the necessary provisions to service and maintain the Fleet Vehicle Maintenance Service for FCRTA's alternatively powered vehicles; and

WHEREAS, the City and FCRTA desire to enter into this First Amendment to the Agreement ("First Amendment") and have agreed to amend the following: Exhibit 1, to add a Fleet Service Coordinator position, and related contract amount.

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:

Exhibit 1

Exhibit 1, Proposed Budget Form (Maintenance), is hereby rescinded in its entirety, and replaced with Attachment 1, attached hereto and incorporated herein by this reference

IN WITNESS WHEREOF, the City and FCRTA have executed this First Amendment as of the Effective Date.

the Effective Date.	
	FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers authority
	By:Moses Stites, General Manager
APPROVED AS TO LEGAL FORM ON BEHA DANIEL C. CEDERBORG, County Counsel	LF OF THE FCRTA:
By:Kyle R. Roberson, Deputy County Counsel	=

CITY OF SELMA

	By: Jim Avalos, Mayor	
ATTEST:		
Reyna Rivera, City Clerk		
APPROVED AS TO FORM:		
Bianca Sparks Rojas, City Attorney		

Exhibit 1 Proposed Budget Form (Maintenance)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-19
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA		Number of Employees To	Total Billable Hours	Hourly Contract Billing	FY 18-19 Annual FY Total of Service Contracts	Hourly Contract Billing	FY 19-20 Annual FY Total of Service Contracts	Hourly Contract Billing	FY 20-21 Annual FY Total of Service Contracts	FY 21-22 Hourly Contract Billing	FY 21-22 Annual FY Total of Service Contracts	Hourly Contract Billing	FY 22-23 Annual FY Total of Service Contracts	Hourly Contract Billing	FY 23-24 Annual FY Total of Service Contracts	Hourly Contract Billing	FY 24-25 Annual FY Total of Service Contracts	Cumulative 7- Year Contract
Subsystems	Service Type	Provide	Of Service	Service Rate		Service Rate		Service Rate		Service Rate		Service Rate		Service Rate		Service Rate		Totals
Maintenance Shuttle		Provide			£ 126 E20 00		\$ 140,635,05		\$ 144 854 10		\$ 149,199,72		6 152 07E 74	\$ 39.89	\$ 158,285.98		\$ 402 024 E0	£ 4 046 224 0
	Rural Areas	- 4			\$ 136,538.88				The Control of the Co	\$ 37,60			3 103,075.71	110000000000000000000000000000000000000			\$ 163,034,56	
Maintenance Manager	Rural Areas	1			\$ 173,877.76		\$ 179,094.09	\$ 92.98	\$ 184,466,92	\$ 95.77	\$ 190,000.92		\$ 195,700.95	\$ 101,60				\$ 1,332,331.7
Fleet Service Coordinator	Rural Areas	1	1,520.00	\$ 87.64	\$ 133,212.80	\$ 90.27	\$ 179,094.09	\$ 92.98	\$ 184,466.92	\$ 95.77	\$ 190,000.92	\$ 98.64	\$ 195,700.95	\$ 101.60	\$ 201,571.98	\$ 104.65	\$ 207,619.14	\$ 1,291,666.8
Vehicle Maintenance (2)	Rural Areas	2	3,968.00	\$ 72:20	\$ 286,489.60	\$ 74.37	\$ 295,084.29	\$ 76.60	\$ 303,936,82	\$ 78.89	\$ 313,054.92	\$ 81.26	\$ 322,446,57	\$ 83.70	\$ 332,119.97	\$ 86.21	\$ 342,083.56	\$ 2,195,215.7
Vehicle Detailing (1)	Rural Areas	2	1,984.00	\$ 26.08	\$ 51,742.72	\$ 27.08	\$ 53,726.72	\$ 28.08	\$ 55,710.72	\$ 29.08	\$ 57,694.72	\$ 29.08	\$ 57,694.72	\$ 29.08	\$ 57,694.72	\$ 29.08	\$ 57,694.72	\$ 391,959.0
TOTALS		8	13,424.00	-	\$ 781,861.76		\$ 847,634.24		\$ 873,435.47		\$ 899,951.21		\$ 925,218.90	L.	\$ 951,244.63		\$ 978,051.13	\$ 6,257,397.3
leet Insurance Costs b	y Fiscal Year	(page 13 c	of RFP)		\$0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.0
Annual Totals WITH Con	tractor-Provide	ed Insurance	•		\$ 781,861,76		\$ 847,634.24		\$ 873,435.47		\$ 899,951,21		\$ 925,218,90		\$ 951,244 63		\$ 978,051.13	\$ 6,257,397.3

Footnotes:

- 1, Increase in State minimum wage
- 2. Budget prepared for 3 employees and FY 2019-20 through FY 2024-15 are subject to negotiation due to MOU renewal

(All Full Time employees labor rates in FY 2019-20 through FY 2024-15 are subject to negotiation due to MOU renewal)

CITY MANAGER'S/STAFF'S REPORT CITY COUNCIL MEETING:	October 15, 2018
ITEM NO:	
	on approving a request for a fee waiver for 5230 annual Band Festival Parade.
DISCUSSION: The Selma Rotary District #523 associated with the annual Band Festival Parade.	
Fees associated with this event include Special E-Permit, barricades and police and public works so	
This event will take place on October 27, 2018 ar	nd will be the usual route.
Rotary is a valuable community partner, and community events, provide resources for a stagrowth, and create and maintain a sense of compurpose in that high school band students from participate in the event, and the parade allow recognizes the talent of local youth, and allow culture. Further, the Annual Parade attracts better the City's Downtown area, thereby serving as a City. The Annual Parade event is also a med Downtown area.	tronger economy, promote local business munity pride. The fee waiver serves a public om Selma and across the Central Valley ws the students to showcase their skills s the community to celebrate the arts and ween three and five thousand individuals to a vehicle to bring additional revenue to the

RECOMMENDATION:		uest from the Selma Rotary District #5230 or annual Band Festival Parade.	to
/s/ Isaac Moreno		10/12/18	
Isaac Moreno, Acting City I	Manager	Date	

RESOLUTION NO. 2018 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR THE SELMA ROTARY DISTRICT #5230 ANNUAL BAND FESTIVAL PARADE

WHEREAS, the Selma Rotary District #5230 ("Rotary") requested that the City Council waive fees associated with its Annual Band Festival event to be held on October 27, 2018; and

WHEREAS, the total fees associated with the Annual Parade event are Seven Thousand Six Hundred and Forty Dollars and Fifteen Cents (\$7640.15), which includes the fees for the special events permit, sound permit, street closure permit, barricades, police and public works staff time; and

WHEREAS, the total amount Rotary is requesting the City Council to waive is Seven Thousand Six Hundred and Forty Dollars and Fifteen Cents (\$7640.15); and

WHEREAS, while the City is proposing to waive is Seven Thousand Six Hundred and Forty Dollars and Fifteen Cents (\$7640.15) associated with the Annual Parade event, Rotary is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, Rotary is a valuable community partner, and consistently works with the City to promote community events, provide resources for a stronger economy, promote local business growth, and create and maintain a sense of community pride. The fee waiver serves a public purpose in that high school band students from Selma and across the Central Valley participate in the event, and the parade allows the students to showcase their skills, recognizes the talent of local youth, and allows the community to celebrate the arts and culture. Further, the Annual Parade attracts between three and five thousand individuals to the City's Downtown area, thereby serving as a vehicle to bring additional revenue to the City. The Annual Parade event is also a means by which the City can showcase its Downtown area.

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

<u>SECTION 1.</u> The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. Rotary is a valuable community partner, and consistently works with the City to promote community events, provide resources for a stronger economy, promote local business growth, and create and maintain a sense of community pride. The fee waiver serves a public purpose in that high school band students from Selma and across the Central Valley participate in the event, and the parade allows the students to showcase their skills, recognizes the talent of local youth, and allows the community to celebrate the arts and culture. Further, the Annual Parade attracts between three and five thousand individuals to

the City's Downtown area, thereby serving as a vehicle to bring additional revenue to the City. The Annual Parade event is also a means by which the City can showcase its Downtown area.

<u>SECTION 3.</u> The City Council hereby approves the fee waiver for fees associated with the Car Show event in the amount of Seven Thousand Six Hundred and Forty Dollars and Fifteen Cents (\$7640.15).

SECTION 4. Rotary shall comply with the City's Municipal Code during the Annual Parade event, and provide the City with all information required by City staff, including, but not limited to, the following:

- 1. Proof of insurance with the City named as additional insured.
- 2. Indemnification of the City.

AYES:

SECTION 5. 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.

<u>SECTION 6.</u> 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 October, 2018, by the following vote:

COUNCILMEMBERS:

NOES: ABSTAIN: ABSENT:	COUNCILMEMBERS: COUNCILMEMBERS: COUNCILMEMBERS:		
ATTEST:		Jim Avalos, Mayor	
Reyna Rivera, City	Clerk		

CITY MANAGER'S/STA CITY COUNCIL MEETIN		October 15, 2018
ITEM NO: 6. SUBJECT: Consid	eration of a Resolutio	on approving a request for a fee waiver from
Christ l	Driven Church for the	e annual Soup and Bread Festival
DISCUSSION: Christ Drivassociated with its annual Se		-
Fees associated with this ever Permit, barricades which to	-	vents Permit, Sound Permit, Street Closure
This event will take place or	n October 31, 2018 ar	nd will be located at 1801 2 nd Street.
	l Soup and Bread Fe	ing a safe alternative for youth and families estival is also a free event and provides the
RECOMMENDATION:		om Christ Driven Church to Ial Soup and Bread Festival.

10/12/18 Date

/s/ Isaac Moreno Isaac Moreno, Acting City Manager

RESOLUTION NO. 2018 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR CHRIST DRIVEN CHURCH'S ANNUAL SOUP AND BREAD FESTIVAL EVENT

WHEREAS, the Christ Driven Church requested that the City Council waive fees associated with its Annual Soup and Bread Festival event to be held on October 31, 2018; and

WHEREAS, the total fees associated with the Festival are Two Hundred Eighty-Five Dollars (\$285.00), which includes the fees for the special events permit, sound permit, street closure permit and barricades; and

WHEREAS, the total amount the Christ Driven Church is requesting the City Council to waive is are Two Hundred Eighty-Five Dollars (\$285.00); and

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

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

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

<u>SECTION 1.</u> The above recitals are true and correct and are incorporated herein by reference.

<u>SECTION 2.</u> The fee waiver serves a public purpose in that the event provides a safe alternative for youth and families on Halloween. The annual Soup and Bread Festival is also a free event, provides the opportunity to celebrate local culture in Selma and, creates a sense of community pride.

<u>SECTION 3.</u> The City Council hereby approves the fee waiver for fees associated with the Festival in the amount of Two Hundred Eighty-Five Dollars (\$285.00).

<u>SECTION 4.</u> The Chamber shall comply with the City's Municipal Code during the Festival, and provide the City with all information required by City staff, including, but not limited to, the following:

- 1. Proof of insurance with the City named as additional insured.
- 2. Indemnification of the City.

SECTION 5. 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.

<u>SECTION 6.</u> 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 15^{th} day of October, 2018, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBERS COUNCILMEMBERS COUNCILMEMBERS COUNCILMEMBERS		
		Jim Avalos, Mayor	
ATTEST:			

Reyna Rivera, City Clerk

CITY MANAGER'S/STA CITY COUNCIL MEETIN		October 15, 2018
ITEM NO: 7		
	-	or a fee waiver for the Alton Street Sale Fundraiser from Victoria Delgadillo
DISCUSSION: Victoria De the Alton Street Neighborho		ed a request to waive fees associated with Fundraiser.
The requested waiver is for f \$135.00.	fees associated with	the street closure and barricades equating to
The event is scheduled for C	October 13, 2018 and	will take place on Alton Street.
Staff was unable to make a c	letermination as to p	public purpose for this event.
RECOMMENDATION:		om Victoria Delgadillo to Waive fees for eighborhood Block Yard Sale Fundraiser.
/s/ Isaac Moreno		10/12/18

Date

Isaac Moreno, Acting City Manager

ITEM NO:

SUBJECT: Sister Cities Discussion and update

DISCUSSION: Sister Cities International is a nonpartisan 501(c)(3) nonprofit which serves as the national membership organization for individual sister cities, counties, and states across the United States. This network unites tens of thousands of citizen diplomats and volunteers in nearly 500 member communities with over 2,000 partnerships in more than 140 countries.

City Staff has explored this program and Council has instructed staff to gather information regarding the process for developing a program for the City.

On October 1, 2018, Council received a presentation from Bill Hinkle, a member of the Sister Cities International organization. After that presentation, Council was presented with a letter from Sikh Center of the Pacific Coast supporting the program, and proposing a city in Punjab India for consideration as Selma's sister city. Since this meeting, City Staff was made aware that another City has been proposed by a community member. Copies of the letters regarding the proposed cities is provided as an attachment to this staff report.

At this time, City staff is still gathering information on the benefits of the program and discussing the structure and guidelines of how the program will function. Once complete, Staff will come back to Council with a recommendation. At that time, Council may wish to discuss which city or cities, will be selected.

Staff will continue to keep Council updated throughout this process.

RECOMMENDATION: Direct Staff to continue gathering information to develop a Sister Cities program.

Isaac Moreno, Acting City Manager

10-11-18

Karamjit Singh
Mayor of Amritsar



Ph.: (O) 0183-2504599, 2508772 (Fax) 0183-2502339

Address:
Mayor Office,
Municipal Corporation,
Ranjit Avenue,
C-Block, Amritsar.

Dated 31-8-3018

Ref. No. M/194

Subject:- Making of Selma USA and Amritsar INDIA as Sister Cities.

Dear Mayor Jim Avalos and all City Council members.

We, as the Council of the City of Amritsar would like to invite your city of Selma as city affiliation with our city. The city of Amritsar is located in the northwestern part of India, bordering Pakistan in the west and having a population of more than, 1,500,000. The meaning of Amritsar is "The Pool of the Nectar of Immortality" and the most important shrine of Sikhs in the world, Harmandir Sahib (most commonly known as The Golden Temple) is situated in the heart of our city. It is the spiritual and cultural center of the Sikh religion. In the year 2009, we also recognized City of Bakersfield as our sister city, The City Council passed a resolution designation of the city of Amritsar in the Punjab region of India as Bakersfield.

The city of Amritsar is one of the main tourist spot of India, because of The Golden Temple. Every year it attracts millions of pilgrims cum visitors of all faiths and beliefs from other parts of India and from the whole world. It also has Wagha border, which is open to the common people and the evening Retreat Ceremony on the border is worth seeing and a big attraction for the people.

The city of Amritsar is rich in agriculture and well versed in tourism industry. In the fields of engineering, technology and chemical industry, it has from small scale industries to large scale industries, which meets the domestic needs as well as international demands. The education system of the city is well planned. We have one University, five major colleges, some private colleges, two technical colleges and a lot of government, government aided and private schools, which meet the demands of our children and youth. The city is famous

Cont. page 2

Residential Address: 39, Green Field, Majitha Road, Amritsar - 143001 E-mail: mayormcasr@gmail.com Mob.: 094170-41363

Karamjit Singh Mayor of Amritsar



Ph.: (O) 0183-2504599, 2508772 (Fax) 0183-2502339

Address:
Mayor Office,
Municipal Corporation,
Ranjit Avenue,
C-Block, Amritsar.

Ref. No	Dated

-2-

for its rich culture, clothing and food industry. The city is supporting the jewellery needs of the country by providing the top quality jewellery (Gold, Silver and artificial).

Please provide us with your detailed plans regarding your visit so that we may make all the arrangements at our end. We will take care of you during your stay and would try to be the best host. Also, in reminiscent of your trip we would like to thank Mr. Mandeep Singh (Planning Commissioner-Selma CA.), Mr. Nick Sahota (Businessman) and the Sikh community in Selma to accommodate all your arrangements and needs. Once again this sister city relationship would not only advance peace / harmony through mutual respect, it would also show our gratitude and support towards people of other backgrounds and would help further in building future business and social relationships.

Mayor, Jim Avaios, City of Selma, 1710 Tucker Street, Selma CA 93662, USA. (Karamjit Singh Sandhu)

Municipal Corpolation

Amritsar

Residential Address: 39, Green Field, Majitha Road, Amritsar - 143001 E-mail: mayormcasr@gmail.com Mob.: 094170-41363



Office Of the Municipal Council Nawanshahr

District Shaheed Bhagat Singh Nagar Email:- mcnawanshahr@gamil.com Phone No:- 01823-220085



Ref No. 2637 Date : 21/09/18

Address: Municipal Council Office, Nawanshahr.

Subject: - Making of Selma USA and Nawanshahr INDIA as Sister Cities.

Dear Mayor Jim Avalos and all City Council members.

We, as the Council of the city of Nawanshahr would like to invite your city of Selma as city affiliation with our city. The city of Nawanshahr (or Nawanshahar) is a town that became a district in 1995; now it is a municipal council in Shaheed Bhagat Singh Nagar district in the Indian state of Punjab. It is the headquarters of Shaheed Bhagat Singh Nagar District. It's homeland of India's famous freedom fighter Bhagat Singh and having a population of more than 50,000. We recognized city of Selma as our sister city, the City council passed a resolution designation of the city of Nawanshahr in the Punjab region of India as Selma.

Nawanshahr was founded by the migrants from Rahon near the Sutluj River as Rahon was in danger of being flooded. They named it Nawanshahar (New City). Nawanshahr has been the stronghold of the Ghorewaha Rajputs allied to King Akbar via kinship ties.

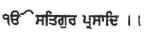
This region has abundant health facilities. Private clinics and nursing homes not only surprise with their numbers but also some of them claim to have the latest medical equipment. There is an adequate number of Government Hospitals, Dispensaries and Primary Health Centers in this area. The hospitals in Nawanshahr have capacity of 64 beds and are equipped with latest medical tools. Banga and Balachaur hospitals are having capacity of 30 beds each.

Also Mukandpur, Urapar, Sujjon, Saroya and Muzzaffarpur are providing all kinds of health services. Even for every village of the district, health services are available. Veterinary hospitals are available in Nawanshahr, Rahon, Saroya and Balachaur.

On 27 September 2008 at Khatkar Kalan, 8 km from Nawanshahr, the Punjab government announced that a district in the state would be named after freedom fighter Bhagat Singh. The announcement was made by then Punjab Chief

. 1







SIKH CENTER OF THE PACIFIC COAST 2211 Highland Ave., Selma, CA 93662 Phone: (559) 891-1198

First of all we want to thank Mayor Jim Avalos, Mayor Pro Tem Scott Robertson and all the Selma City Council members to start "Sister City" program and pick one of the city in Punjab, India. We are excited to see that, it will help to do cultural exchange between two cities and countries. We can develop municipal partnerships between both cities. It will provide opportunities for city officials and citizens to experience and explore other cultures through long term community partnerships. Create an atmosphere in which economic and community development can be implemented and strengthened. Whatever we need to do to start that program, we will be always available and work with you to contact that city council members. We want to pick Nawanshahr which is in one of the City in "Shaheed Bhagat Singh Nagar District" as the other District of Punjab in India. Population of City of Nawanshahr is around 40000 which is comparable to the population of City of Selma.

On behalf of the Sikh Center of The Pacific Coast, Selma Ca we unanimously made the decision to pick Nawanshahr, in Punjab India as Sister City of Selma, Ca. So we are requesting the Selma Mayor and all the City council members to recognize that City as Sister City. We will help whatever we need to do to communicate between both cities.

Sikh Center of the Pacific Coast, Selma Ca 93662

Subhal & Dhaliel (Prezident)

January Suph OPPAL (Head Cashier)

Saturate Single Balgian (Vice President)

Nandy Sandly (Gemnal Secretary)

Jazdyl S. Cann (Asth. 3tage Secretary)

(Chairman)

Tarlo 12 S. Grandhaux (Asth. Cashier)

(Stage Secretary)

PUBLIC WORKS SEPTMBER 2018

Row I abels	All Parks	Alleys	Art Center	Berry Pk	Brentlinger Pk	Chamber of Comm	City Hall	City Hall Annex	Corp Yard	Downtown	Fire Dept	Ноте	Islands	Lincoln Pk	LLMD #1	LLMD #11	LLMD #2	LLMD #3	LLMD #4	LLMD #5	9# QW17	LLMD #7	1LMD #8	Mark's Pond	Medians	Nebraska Pond	Other	Parking Lots	Peter Ringo	Pioneer Village	Pocket Park	Police Dept	Salazar	Senior Center	Shafer Park	Sidewalks	Signals	Signs	St Lights	Storm Drains	Streets	Weed & Seed	Grand Total
Asphalt Work																																									9.5		9.5
Carpenter Work													1																														1
Cleaning (outside)	84.5			3	66		4	2	18.5	52			67	16	23.5	12	13	0.5	3.5		11.5		14.5	8	67					21.5					9.5	2				4.5			504
Concrete Work					6																															3							9
Custodial Work	61						18.5		7												1											18.5		22									128
Electrical work																		1									1			12			2										15
Flags/Banners/Decor/etc.									0.5					2																													2.5
Grading					3																						1																4
Graffiti		1																						\neg													\Box						1
Hauling/Loading			2.5	1	10.5				7	1	1.5																11					0.5		0.5	1						19.5		56
lomeless Clean Up		7																																									7
andscaping										3																																	3
Mechanical									13																						-1												3 13 13.5
Meetings						1	8.5		2					2																													13.5
Mowing/Renovating				8	29		0.5		0.5	6.5			13.5	9.5	14		8		5.5	6		- 1	11.5	5	1	7.5			8	7.5	0.5		6.5		37.5						1.5		188
New Construction			1.5	0.5	1.5		1.5	1	3.5		2			4															1	1			1		1								19.5
ainting																																	\neg						\neg		183		183
runing					64															\neg									3	3				\neg	2				\neg		15		87
emoval					1.5																						5																6.5
Repairing				16.5	19		3		3	4			14.5	8.5	30	4	13		3	4	6	8	7				2.5	4	18	18		4			40.3		1	4	0.5		2.5	_	242
ick Leave												13.5															31																44.5
praying			\neg	1	1.5		1		\neg	\neg			10.5		6.5	1.5	10	2	4.5	1					8		3		1.5						5.5								44.5 57.5 24.5
upervision							5.5		18							\neg								\neg				\neg													1		24.5
urvey												\neg			\neg									\neg			0.5	\neg											\neg			\neg	0.5
weeping																				\neg								\dashv										\neg	\neg		95.5	1	95.5
acation Leave												27															13					\neg		\neg		- 1			-			\neg	40
Workman's Comp																											1															7	1
Grand Total	146	8	4	30	202	1	42.5	3	73	66.5	3.5	10.5	107	42	74	17.5	44	2.5	16.5	11	18.5	8	33	13	76	7.5	69	4	31.5	63	0.5	22	9.5	22 5	06 0	5	1	4	0.5	4.5	328	4 1	1756



Selma Police Department

POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE (9/17/18 - 10/12/18)

Crime Trends

- Over the last 14 days since the last Council meeting, total reported crime dropped 22%, with 21 reported crimes during this 14-day period, an average of 1.5 reported crimes, citywide, per day. There were six (6) reported violent crimes, including two (2) reports of domestic violence. Fifteen (15) property crimes reported, a 29% drop from the previous 14-day period. There was a 33% drop in auto theft & a 66% drop in vehicle burglary. We had two (2) separate incidents of "Shots fired" calls, with no one struck by the gunfire. Extra patrol resources, including patrol officers and VIPs deployed in the area to address these incidents.
- We have collaborated with Selma Unified to plan "Truancy Enforcement Operations" in the upcoming weeks, and "Curfew Enforcement Operations" are planned for the same period.

SIGNIFICANT CALLS FOR SERVICE

- On 9/17/18, at approximately 7:40pm, we received several 911 calls of a Vehicle vs. Pedestrian collision with the pedestrian unresponsive at the intersection of Nebraska @ Highland. Upon arrival, officers could see the pedestrian lying on Highland Ave. Paramedics responded and declared the pedestrian deceased. Pedestrian was identified as 55-year-old Rodolfo Rivas of Selma. Nearby a pickup truck was parked by the roadside edge with the driver stating he was the one that had hit the pedestrian. 68 year old Ronald Joboian of Clovis was identified as the driver. Joboian was arrested for Felony DUI. He was later transported to the Fresno County Jail for PC 191.5(a) Gross Vehicular Manslaughter and VC23153(a) DUI Causing Injury/Death.
- On 09/29/18, at approximately 6:40pm, several 911 and business line calls reporting shots fired on Yerba St. and Sheridan St. On arrival officers found a house in the 2100 block of Yerba St. was shot at by subjects wearing blue bandanas over their faces. Area was checked but no shell casings were located. Approximately five shots were fired at the residence. No one was reported injured and the neighborhood was canvassed for witnesses and any potential evidence.
- On 10/10/18, at approximately 7:40pm, multiple 911 calls were received of shots fired in the area of the 2100 block of Yerba St. Callers reported several shots fired with a unknown color Toyota Camry and a Chevrolet Impala leaving the area at high rates of speed. Officers located six shell casings from a .45 cal. in the roadway. A check of the area did not show anything as struck by gunfire, however a short time later, a male called in requesting an officer respond to his residence at 3433 Mitchell St. regarding a vehicle struck by gunfire. The victim reported he had been on Yerba street sleeping in the passenger seat when he heard approximately 5 gun shots. He did not see the suspect(s) or their vehicle but could hear them as they drove off. He immediately left the area and went home to call police. His vehicle had five bullet holes that



Selma Police Department

he says were not there before the incident and he believes they occurred while he was on Yerba St.

<u>Personnel</u>

• Please see attached Personnel Status Report

SELMA POLICE DEPARTMENT PERSONNEL STATUS REPORT

Status as of: 10-12-18

Job Class	534-1	Statu	S		M	ale	fe '	J. C.	Female							
	Auth	Vac	Filled	W	Н	AA	0	W	Н	AA	0	Total				
Chief	1	0	1	1								1				
Lieutenant	2	0	2	1				1				2				
Sergeant	5	0	5	2	3							5				
Officer	27	0	27	6	17	2		1	1			27				
ESD	7	1	6	1				3	2			6				
CSO	2	0	2		1				1			2				
Records	2	0	2					1	1			2				
Property	1	0	1					1				1				
TOTAL	47	1	46	11	21	2		7	5	7.7 K		46				

KEY
ESD=Emergency
Services Dispatcher
CSO =Community Service
Officer
W=Caucasian
H=Hispanic
AA=African American
0=Other

Recruitment Status:

Officer: All sworn positions are full. One (1) Police Academy Cadet began training on October 1, 2018. Estimated completion of Academy training, March 2019

ESD: One recently hired ESD decided to return to her former place of employment. A recruitment to fill the last remaining ESD vacancy has begun.