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**CITY OF SELMA
WORKSHOP/PRE-COUNCIL MEETING
March 19, 2018**

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 5:02 p.m. in the Council Chambers. Council members answering roll call were: Franco, Montijo, Derr, Mayor Pro Tem Robertson, and Mayor Avalos.

Also present were Interim City Manager Perea, City Attorney Costanzo, Interim Finance Director Moreno, Fire Chief Kain, Police Lieutenant Dyck, Public Works Director Shiplee, 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.

EXECUTIVE SESSION: At 5:04 p.m., Mayor Avalos recessed the meeting into Executive Session to discuss the following:

Public Employee Performance Evaluation: Pursuant to Government Code §54957
Title: City Attorney

Conference with Labor Negotiator: Government Code Section 54957.6
Agency Negotiator: Henry Perea, Interim City Manager
Employee Organization: Selma Police Officers Association and
Selma Firefighter's Association (IAFF Local 3716)

Public Employment Pursuant to Government Code §54957
Title: City Manager

FRESNO COUNCIL OF GOVERNMENTS – 2018 UNMET TRANSIT NEEDS PRESENTATION: Mr. Moses Stites, Fresno County Rural Transit Agency General Manager stepped forward to address the public concerns on transit needs. Mr. Jeff Long, Fresno Council of Governments Planner, also stepped forward to further discuss current services offered and explained the process as required by the Public Utilities Commission. After much discussion, they were thanked for the presentation by staff and the public.

Mayor Avalos reconvened from executive session at 6:01 p.m. stating that there is no action to be declared in the open session of the meeting.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:02 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Jim Avalos
Mayor of the City of Selma

**CITY OF SELMA
REGULAR COUNCIL MEETING
March 19, 2018**

The regular meeting of the Selma City Council was called to order at 6:06 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 Interim City Manager Perea, City Attorney Costanzo, Community Services Director Kirchner, Interim Finance Director Moreno, Fire Chief Kain, Police Lieutenant Dyck, Public Works Director Shiplee, 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 Nelson Schwamb of Church of the Redeemer led the invocation.

POTENTIAL CONFLICT OF INTEREST: Mayor Pro Tem Robertson reported that he would be recusing himself from discussion on agenda item six.

FRESNO COUNTY TOBACCO PREVENTION PROGRAM AND FRIDAY NIGHT

LIVE PRESENTATION: Ms. Bessie Pineda, Fresno County Health Department and several members of the Friday Night Live Club/Selma High School stepped forward to discuss the Shafer Park litter removal and tobacco prevention efforts. After much discussion, Council thanked them all for attending and directed staff to move forward on an ordinance prohibiting smoking in parks.

CONSENT CALENDAR: Mayor Pro Tem Robertson requested that agenda item 1.c. be pulled for further discussion. Motion to approve the remainder of the Consent Calendar as read was made by Mayor Pro Tem Robertson and seconded by Council member Derr. The motion was carried with the following vote:

| | |
|----------|--|
| AYES: | Robertson, Derr, Franco, Montijo, Avalos |
| NOES: | None |
| ABSTAIN: | None |
| ABSENT: | None |

- | | | |
|------|-----------------|---|
| 1.a. | <u>Approved</u> | Consideration and necessary action on minutes of the February 5, 2018 workshop/pre-Council meeting. |
| b. | <u>Approved</u> | Consideration and necessary action on minutes of the February 5, 2018 regular meeting. |
| c. | <u>Removed</u> | Consideration and necessary action on check register dated March 13, 2018. |

AGENDA ITEM 1.c. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED MARCH 13, 2018: After much discussion, motion to approve the Check Register dated March 13, 2018 was made by Mayor Pro Tem Robertson. Motion was seconded by Council member Franco and carried with the following vote:

AYES: Robertson, Franco, Derr, Montijo, Avalos
NOES: None
ABSTAIN: None
ABSENT: None

2. 2018-1 Consideration and necessary action on Ordinance approving the Development Agreement between the City of Selma and Selma Crossings LLC., related to Tentative Tract Map 2007-0012 – *public hearing and adoption.*

City Attorney Costanzo reported on the Ordinance which was first heard during the March 5, 2018 Selma City Council meeting.

Mayor Avalos opened the Public Hearing at 6:32 p.m.

Mr. Tim Jones, Selma Crossings LLC. Developer, stepped forward to request approval of the development agreement.

Mr. Nick Sahota, 2132 High Street, Selma, stepped forward in support of the development agreement.

There being no further public comment, Mayor Avalos closed the public hearing at 6:39 p.m. and referred the matter back to Council.

After discussion, motion was made by Mayor Pro Tem Robertson to approve Ordinance No. 2018-1. Motion was seconded by Council member Montijo and carried with the following vote:

AYES: Robertson, Montijo, Derr, Franco, Avalos
NOES: None
ABSTAIN: None
ABSENT: None

3. 2018-22R Consideration and necessary action on request to appeal the Planning Commission decision to deny the Conditional Use Permit – Type 21 ABC License El Mercado & Discount Center, located at 2440 McCall, Selma- *public hearing.*

City Attorney Costanzo reported on the appeal request and discussed the regulations for Council to determine if public convenience or necessity is served for the Condition Use Permit.

Associate Planner Hemby stepped forward at the request of Mayor Avalos to discuss Alcoholic Beverage Control regulations.

Mayor Avalos opened the Public Hearing at 6:49 p.m.

Ms. Theresa Herrera stepped forward to inquire about future development and asked for clarification on the location.

Mr. Nick Sahota, 2132 High Street, Selma, stepped forward representing the applicant. He provided documentation regarding the site and requested Council approve the conditional use permit.

There being no further public comment, the hearing was closed at 6:57 p.m.

After much discussion, motion was made by Council member Montijo to approve Resolution 2018-22r, Affirming the Planning Commission decision to deny conditional use permit no. 2018-12, to allow a type 21 license, 2440 McCall Avenue, Selma CA. 93662. Motion was seconded by Council member Derr and carried with the following vote:

| | |
|----------|--|
| AYES: | Montijo, Derr, Franco, Robertson, Avalos |
| NOES: | None |
| ABSTAIN: | None |
| ABSENT: | None |

4. 2018-2 Consideration and necessary action on Ordinance Approving the Development Agreement between the City of Selma and Karamjit Singh Nijjar related to Vested Tentative Tract Map 5519 – *public hearing and adoption.*

City Attorney Costanzo reported on the Ordinance which was first heard during the March 5, 2018 Selma City Council meeting.

Interim City Manager Perea and Associate Planner Hemby discussed the background of the Vested Tentative Tract Map for Council.

Mayor Avalos opened the Public Hearing at 7:24 p.m.

Mr. Nick Sahota, 2132 High Street, Selma, stepped forward in support of the development agreement and requested Council support.

There being no further public comment, Mayor Avalos closed the public hearing at 7:25 p.m. and referred the matter back to Council.

After discussion, motion was made by Mayor Pro Tem Robertson to approve Ordinance No. 2018-2. Motion was seconded by Council member Franco and carried with the following vote:

AYES: Robertson, Franco, Derr, Montijo, Avalos
NOES: None
ABSTAIN: None
ABSENT: None

5. 2018-3 Consideration and necessary action on Ordinance Approving the Development Agreement between the City of Selma and Weingart Ronald (TE)/Weingart Sherri (TE) related to Vested Tentative Tract Map 5601 – *public hearing and adoption.*

City Attorney Costanzo reported on the Ordinance which was first heard during the March 5, 2018 Selma City Council meeting.

Mayor Avalos opened the Public Hearing at 7:26 p.m.

There being no public comment, Mayor Avalos closed the public hearing at 7:27 p.m. and referred the matter back to Council.

After discussion, motion was made by Council member Derr to approve Ordinance No. 2018-3. Motion was seconded by Council member Franco and carried with the following vote:

AYES: Derr, Franco, Robertson, Montijo, Avalos
NOES: None
ABSTAIN: None
ABSENT: None

Prior to commencing discussion on the item, Mayor Pro Tem Robertson recused himself from the matter and left the Council chambers.

6. 2018-4 Consideration and necessary action on Ordinance Approving the Development Agreement between the City of Selma and Merigian Michael L (TE) related to Vested Tentative Tract Map 5640 – *public hearing and adoption.*

City Attorney Costanzo reported on the Ordinance which was first heard during the March 5, 2018 Selma City Council meeting.

Mayor Avalos opened the Public Hearing at 7:28 p.m.

There being no public comment, Mayor Avalos closed the public hearing at 7:29 p.m. and referred the matter back to Council.

After discussion, motion was made by Council member Montijo to approve Ordinance No. 2018-4. Motion was seconded by Council member Franco and carried with the following vote:

AYES: Montijo, Franco, Derr, Avalos
NOES: None
ABSTAIN: Robertson * recuse
ABSENT: None

At this point in the meeting, Mayor Pro Tem Robertson returned to his seat at the dais.

7. 2018-23R & 2018-24R Consideration and necessary action on Resolutions related to Landscape and Lighting Maintenance District No. 1 (LLMD) for the 2018-2019 Fiscal Year.

Public Works Director Shiplee reported on the matter for Council. He stated that the rates are to absorb actual costs associated with the maintenance of the lots.

Ms. Theresa Herrera, 3524 Hill Street, requested clarification regarding the LLMD's.

Ms. Rita Becerra, 3525 Hill Street, discussed litter, weeds, and tumbleweeds.

Ms. Sara Guerra, 2505 Rodeo Street, stepped forward to voice concerns against the matter.

After discussion, motion was made by Council member Montijo to approve Resolutions 2018-23R and 2018-24R. Motion was seconded by Council member Derr and carried with the following vote:

AYES: Montijo, Derr, Franco, Avalos
NOES: Robertson
ABSTAIN: None
ABSENT: None

DEPARTMENT REPORTS: Interim City Manager Perea provided a status update on the following: new Police station building and MOU negotiations.

City Attorney Costanzo reported that two dispositions for Kingsburg are awaiting signatures.

Finance Director Moreno reported on an upcoming budget workshop.

Public Works Director Shiplee discussed current Floral Avenue reconstruction project.

Fire Chief Kain reported on the OES Fire engine.

Police Lieutenant Dyck updated Council on the vacancy and recruitment process.

Community Services Director Kirchner updated Council on the collaboration with the Beautification Committee, Senior Center kitchen floor and recent senior center trip.

COUNCIL REPORTS: Council member Derr reported on attending the following: Arts Council meeting, Rotary Club interviews, Chamber Awards Selection Committee, and the recent play at the Selma Arts Center. He also requested placement of the smoke free parks ordinance be placed on an upcoming agenda.

Mayor Pro Tem Robertson reported on attending the following: Selma Healthcare District meeting, LAFCo meeting, and the Chamber sponsored CPR training class. He discussed the LLMD rates and thanked the Public Works department for their hard work.

Council member Montijo reported on the Selma Kingsburg Fowler County Sanitation District event, and Chamber upcoming events. She inquired on budgeted allocation for the Beautification Committee.

Mayor Avalos thanked the public for their attendance and reported on attending a recent COG event as well as an upcoming COG meeting.

ORAL COMMUNICATIONS: Mrs. Rose Robertson, 1057 Mill Street, President of the Selma Healthcare District reported that they will be participating with TEAM Selma, and thanked Noble Credit Union for volunteering at the animal shelter.

Mr. Bob Allen, Executive Director of the Chamber of Commerce, stepped forward to invite Council to the upcoming annual awards dinner and Chamber mixer. He also discussed the Beautification Committee.

Mr. John Burron, 2455 Orange Street, stepped forward to thank Council. He reported that he volunteers in Selma during the Bringing Broken Neighborhood Back to Life events.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:08 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Jim Avalos
Mayor of the City of Selma

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

July 16, 2018

ITEM NO:

1.c.

SUBJECT:

2018-2018 Local Transportation Fund (LTF) Certification and
Claim Form

DISCUSSION:

The Fresno County Transportation Authority (FCTA) has made its estimates of local transportation funds expected in the 2018-2019 fiscal year. It is estimated that the City of Selma will receive \$1,053,204. It is necessary for each city to submit an executed resolution prior to fund disbursement by the FCTA. A resolution has been prepared and is attached for your consideration.

RESOLUTION NO. 2018 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
SUBMITTING A CLAIM FOR TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS
CONTINUING FROM THE 2018-2019 FISCAL YEAR, THEREBY COINCIDING WITH THE
FRESNO COUNCIL OF GOVERNMENTS POLICY BOARD APPROVAL OF TDA FUNDS
APPORTIONMENT AND TDA CLAIMS PROCESS**

WHEREAS, the City of Selma hereby submits a TDA Funding Claim for the Local Transportation Fund, and State Transit Assistance Fund of Fresno County continuing from fiscal year 2018-2019; and thereafter

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Selma hereby requests that the Fresno COG allocate the amounts approved by resolution by the Fresno COG Policy Board, from the Local Transportation Fund, and State Transit Assistance Fund to the named applicant for fiscal year 2018-2019; and thereafter for the purposes allowed under Articles 3, 4.5 and 8 of the Transportation Development Act of 1971, as identified in the attached claim and which is in accordance with the adopted Regional Transportation Plan.

BE IT FURTHER RESOLVED, that the City Council of the City of Selma hereby requests that of the City's total Transportation Fund Apportionment for fiscal year 2018-2019; and thereafter, in the amount approved by resolution by the Fresno COG Policy Board, be allocated from the Local Transportation Fund to the Fresno COG for the purpose of conducting Regional Transportation Planning.

BE IT FURTHER RESOLVED, that the City Council of the City of Selma hereby requests that of the City's total Transportation Fund Apportionment for fiscal year 2018-2019; and thereafter, in the amount approved by resolution by the Fresno COG Policy Board, be allocated to the Fresno County Rural Transit Agency for the purpose of conducting a transportation program consistent with the adopted Regional Transportation Plan.

BE IT FURTHER RESOLVED, that the named applicant further agrees to provide the Fresno COG with such information as may be necessary to support its annual transportation claim.

BE IT FURTHER RESOLVED, that 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.

BE IT FURTHER RESOLVED, that the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing resolution was duly adopted by the Selma City Council at a regular meeting held on the 16th day of July 2018, by the following vote, to wit:

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

Attest:

Jim Avalos
Mayor of the City of Selma

Reyna Rivera
City Clerk

Enter Date: **7/1/2018**Claimant Name: **City of Selma****TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2018/19**

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

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

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

| | |
|-----------------------------|--|
| From: Applicant: | City of Selma |
| Address: | 1710 Tucker Street |
| City/State/Zip: | Selma, CA 93662 |
| Contact Phone/email: | 559-891-2200/isaacm@cityofselma.com |

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

Local Transportation Fund

| | |
|--------------------------------------|----------------------|
| Apportionment: | \$ 881,730.00 |
| Unexpended, Held by Claimant: | |
| Other Agency: | |

State Transit Assistance Fund

| | |
|-----------------------------------|----------------------|
| Estimate: | \$ 171,474.00 |
| Unexpended, Held in Trust: | |

Other

| | |
|---------------|--|
| Other: | |
|---------------|--|

| | |
|---|------------------------|
| one million, fifty-three thousand, two hundred and four. | TOTAL |
| <i>spell out total amount in above cell</i> | \$ 1,053,204.00 |

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

Please print and sign after completing form

Authorized Signature:

Name/Title:

Isaac Moreno, Assistant City Manager

Date:

7/9/2018

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

www.fresnocog.org

Enter Date: **7/1/2018**Claimant Name: **City of Selma****TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2018/19**

| PURPOSE | | AMOUNT | SUBTOTAL |
|--|--|---------------|-----------------|
| 1. Bicycle & Pedestrian Facilities: | | | |
| | Article 3: | \$ 17,610.00 | |
| | Article 8a: | | |
| | Audit Exceptions (General Fund Payback); | | |
| | Unexpended Funds, Held by Claimant: | | \$ 17,610.00 |
| 2. Regional Transportation Planning: | | | |
| | | \$ 24,593.00 | \$ 24,593.00 |
| 3. Public Transportation | | | |
| | State Transit Assistance Funds (STA): | \$ - | |
| | Other: | | \$ - |
| 4. Community Transit Service CTSA, Article 4.5: | | | |
| | | \$ 44,363.00 | \$ 44,363.00 |
| 5. Streets & Roads: | | | |
| | Article 8a: | \$ 483,682.00 | |
| | Unexpended Funds, Held by Claimant: | | \$ 483,682.00 |
| 6. To Be Claimed By: | | | |
| | Fresno County Rural Transit Agency LTF: | \$ 311,482.00 | |
| | Fresno County Rural Transit Agency STA: | \$ 171,474.00 | |
| | Other: | \$ - | |
| | | | \$ 482,956.00 |
| 7. Reserve in Fund Pending Further Claiming | | | |
| | | | \$ - |
| GRAND TOTAL | | \$ | 1,053,204.00 |
| Claim Total Must Agree With Total on First Page | | \$ | 1,053,204.00 |
| Minus Non Transit Claims | | \$ | 551,912.00 |
| GRAND TOTAL PAYABLE TO CLAIMANT | | \$ | 501,292.00 |

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

Enter Date: **7/1/2018**Claimant Name: **City of Selma****BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2018/19**

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

| PROJECT TITLE & BRIEF DESCRIPTION | PROJECT COST |
|--|---------------------|
| 1. Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction: | \$ 17,610.00 |
| <i>AND/OR:</i> | |
| Other - describe briefly if applicable: | \$ - |
| Other - describe briefly if applicable: | \$ - |
| Other - describe briefly if applicable: | \$ - |
| TOTAL PROJECT COSTS | \$ 17,610.00 |

STREETS AND ROADS CLAIM FOR FISCAL YEAR: 2018/19

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

| PROJECT TITLE & BRIEF DESCRIPTION | PROJECT COST |
|---|----------------------|
| 1. Development, Construction & Maintenance Facilities throughout the claimant's jurisdiction: | \$ 483,682.00 |
| <i>AND/OR:</i> | |
| Other - describe briefly if applicable: | \$ - |
| Other - describe briefly if applicable: | \$ - |
| Other - describe briefly if applicable: | \$ - |
| TOTAL PROJECT COSTS | \$ 483,682.00 |

Enter Date:

Claimant Name:

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2018/19

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

BICYCLE AND PEDESTRIAN FACILITIES

☒ Article 3

PUBLIC TRANSPORTATION

☐ Article 4

STREETS & ROADS

☒ Article 8a

STANDARD ASSURANCES FOR CLAIMANTS

CLAIMANT ASSURANCES: (initial yellow box all that apply)

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

The undersigned hereby certifies that the above statements are true and correct.
Please print and sign after completing form

Authorized
Signature:
Name/Title:
Date:

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

July 16, 2018

ITEM NO: 1.d., 1.e., 1.f.

SUBJECT: 2018-2019 MEASURE "C" Extension Certification and Claim Forms

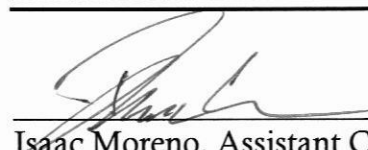
DISCUSSION: The Fresno County Transportation Authority (FCTA) has made its estimate of Measure "C" extension funds expected in the 2018-2019 fiscal year. It is estimated that the City of Selma will receive a total of \$641,445 with the breakdown as follows:

| | |
|--------------------|-----------|
| ADA Compliance | \$ 9,960 |
| Street Maintenance | \$284,585 |
| Flexible Funding | \$346,900 |

It is necessary for each city to now submit an executed resolution for each sub-program prior to funding disbursement by the FCTA. Three resolutions have been prepared and are attached for your consideration. Staff is recommending approval.

| | | |
|--|--|--|
| <u>COST:</u> (Enter cost of item to be purchased) | | <u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE). |
| N/A | | N/A |
| <u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund). | | <u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE). |
| Funding Source: N/A Fund Balance: | | N/A |

RECOMMENDATION: Approve the attached Resolutions and authorize the City Manager to sign and forward Certification and Claim forms to the FCTA.

| | |
|---|----------|
|  | 7-9-18 |
| Isaac Moreno, Assistant City Manager | Date |
| /s/ Henry Perea | 07/13/18 |
| Henry Perea, Interim City Manager | Date |

We _____ and _____
Henry Perea, Interim City Manager Isaac Moreno, Assistance City Manager
do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

RESOLUTION NO. 2018 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AND ADOPTING THE
LOCAL TRANSPORTATION PURPOSES CERTIFICATION AND CLAIM
AND AUTHORIZING ITS EXECUTION – MEASURE C EXTENSION –
ADA COMPLIANCE**

WHEREAS, the Fresno County Transportation Authority has adopted the Local Transportation Purpose Funds Apportionment – Measure C Extension, ADA Compliance sub-program for fiscal year 2018-2019; and

WHEREAS, the apportionment to the City of Selma is estimated to be \$9,960, which shall be distributed to the said City in monthly increments; and

WHEREAS, the City of Selma is required to furnish the Transportation Authority with a 2018-2019 Certificate and Claim form duly approved by resolution of the City Council and a statement that the City of Selma will report its prior years Measure C Extension Expenditures prior to November 15th.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma that the Local Transportation Purposes Certifications and Claim form be and is hereby approved and adopted and the City of Selma hereby agrees to report its prior years Measure C Extension Expenditures prior to November 15th.

BE IT FURTHER RESOLVED, that the City Manager of the said City be and is hereby authorized and directed to execute the Certifications and Claim form on behalf of the City of Selma.

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 16th day of July 2018 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Jim Avalos
Mayor of the City of Selma

Reyna Rivera
City Clerk

MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2018-19

TO: Fresno County Transportation Authority

FROM: City of Selma
Local Agency Name

Address: 1710 Tucker Street, Selma, CA 93662

Contact: Issac Moreno

Telephone: (559) 891-2205 x3125 FAX: _____

Email Address: isaacm@cityofselma.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☒ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Selma ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2018-2019 setting 2.46% of \$404,355 (or \$9,960) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: Assistant City Manager

Date: 07/09/2018

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

RESOLUTION NO. 2018 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AND ADOPTING THE
LOCAL TRANSPORTATION PURPOSES CERTIFICATION AND CLAIM
AND AUTHORIZING ITS EXECUTION – MEASURE C EXTENSION –
STREET MAINTENANCE**

WHEREAS, the Fresno County Transportation Authority has adopted the Local Transportation Purpose Funds Apportionment – Measure C Extension, Street Maintenance sub-program for fiscal year 2018-2019; and

WHEREAS, the apportionment to the City of Selma is estimated to be \$284,585 which shall be distributed to the said City in monthly increments; and

WHEREAS, the City of Selma is required to furnish the Transportation Authority with a 2018-2019 Certificate and Claim form duly approved by resolution of the City Council and a statement that the City of Selma will report its prior years Measure C Extension Expenditures prior to November 15th.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma that the Local Transportation Purposes Certifications and Claim form be and is hereby approved and adopted and the City of Selma hereby agrees to report its prior years Measure C Extension Expenditures prior to November 15th.

BE IT FURTHER RESOLVED, that the City Manager of the said City be and is hereby authorized and directed to execute the Certifications and Claim form on behalf of the City of Selma.

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 16th day of July 2018 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Jim Avalos
Mayor of the City of Selma

Reyna Rivera
City Clerk

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2018-19**

TO: Fresno County Transportation Authority

FROM: City of Selma
Local Agency Name

Address: 1710 Tucker Street, Selma, CA 93662

Contact: Issac Moreno

Telephone: (559) 891-2205 x3125 FAX: _____

Email Address: isaacm@cityofselma.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☒ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Selma ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.
3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2018-2019 setting 2.44% of \$11,642,083 (or \$284,585) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:
- (a) Monthly payments consistent with adopted percentage, based on actual receipts
 - (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding
4. On behalf of claimant, I hereby certify as follows:
- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
 - (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
 - (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.
5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: _____

Date: _____

Assistant City Manager

07/09/2018

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

RESOLUTION NO. 2018 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AND ADOPTING THE
LOCAL TRANSPORTATION PURPOSES CERTIFICATION AND CLAIM
AND AUTHORIZING ITS EXECUTION – MEASURE C EXTENSION –
FLEXIBLE FUNDING**

WHEREAS, the Fresno County Transportation Authority has adopted the Local Transportation Purpose Funds Apportionment – Measure C Extension, Flexible Funding sub-program for fiscal year 2018-2019; and

WHEREAS, the apportionment to the City of Selma is estimated to be \$346,900, which shall be distributed to the said City in monthly increments; and

WHEREAS, the City of Selma is required to furnish the Transportation Authority with a 2018-2019 Certificate and Claim form duly approved by resolution of the City Council and a statement that the City of Selma will report its prior years Measure C Extension Expenditures prior to November 15th.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma that the Local Transportation Purposes Certifications and Claim form be and is hereby approved and adopted and the City of Selma hereby agrees to report its prior years Measure C Extension Expenditures prior to November 15th.

BE IT FURTHER RESOLVED, that the City Manager of the said City be and is hereby authorized and directed to execute the Certifications and Claim form on behalf of the City of Selma.

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 16th day of July 2018 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

Jim Avalos
Mayor of the City of Selma

Reyna Rivera
City Clerk

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2018-19**

TO: Fresno County Transportation Authority

FROM: City of Selma
Local Agency Name

Address: 1710 Tucker Street, Selma, CA 93662

Contact: Issac Moreno

Telephone: (559) 891-2205 x3125 FAX: _____

Email Address: isaacm@cityofselma.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☒ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Selma ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2018-2019 setting 2.98% of \$11,622,417 (or \$346,900) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: Assistant City Manager

Date: 07/09/2018

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

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

July 16, 2018

ITEM NO:

1.g.

SUBJECT: Consideration of Agreement for Services between the Fresno County Rural Transit Agency and the City of Selma in compliance with the Federal Transit Administration guidance on Safety and Security for Public Transit Operators.

BACKGROUND: At the request of Interim City Manager Perea, this staff report will address the proposed agreement between the Fresno County Rural Transit Agency (FCRTA) and the City of Selma. In consideration for services provided by the City of Selma's Police Department in the form of uniformed officers performing periodic safety checks of FCRTA transportation vehicles, the FCRTA has agreed to compensate the City of Selma for said services in an on-going partnership between the agencies.

DISCUSSION: FCRTA provides regular transit services through Rural Fresno County, including the city of Selma. In order to ensure the safety of the FCRTA's passengers, FCRTA has requested and received assistance from the Selma Police Department in the form of periodic safety checks while their vehicles are in the city limits of Selma. A minimum of once per day, as staffing allows, a uniformed officer will board the stopped FCRTA vehicle at its designated bus stop. The officer will make a visual observation of the interior of the bus, greet the driver, assist passengers & the driver with any questions or concerns, and provide bus shelter safety & security while presence. The city of Selma also has, and will continue, to provide all documents in its possession not protected by attorney-client privilege related to those services to the FCRTA. FCRTA will compensate the city for the services as described in section III of the agreement. The term of the agreement is for a period of one-year (July 1, 2018 thru June 30, 2019).

RECOMMENDATION: Authorize the City Manager to execute the Agreement for Services between the Fresno County Rural Transit Agency and the City of Selma.



Greg Garner, Police Chief

7/9/18

Date

/s/ Henry Perea

Henry Perea, Interim City Manager

07/13/18

Date

**AGREEMENT FOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE
CITY OF SELMA**

This AGREEMENT, made and entered into this 1st day of June, 2018 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF SELMA, a California municipal corporation and general law city (hereafter referred to as "CITY").

WITNESSETH:

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcements services as described in this Agreement to FCRTA vehicles operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

I. CITY'S OBLIGATIONS

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

Page 1

AGREEMENT BETWEEN FCRTA AND CITY OF SELMA FOR SERVICES

B. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

III. COMPENSATION AND INVOICING

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$5,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$95.37 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;

Page 2

AGREEMENT BETWEEN FCRTA AND CITY OF SELMA FOR SERVICES

3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY'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 venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA 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, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY'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, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

VI. ASSIGNMENT

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

IX. NON DISCRIMINATION AND DBE

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

X. INSURANCE

Without limiting either parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.

Page 4

AGREEMENT BETWEEN FCRTA AND CITY OF SELMA FOR SERVICES

- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.

General liability insurance policies shall name the FCRTA, its officers, 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 FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

- E. Workers compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of said insurance to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

XI. CONFLICT OF INTEREST

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

XII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the July 1, 2018 date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2019, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

XIII. NOTICES

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, at such addresses set forth below:

FCRTA

Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare, Suite 201
Fresno, CA 93721

CITY

City of Selma
1710 Tucker Street
Selma, California 93662

XIV. VENUE; GOVERNING LAW

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

XV. LEGAL AUTHORITY

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of their respective organization in accordance with the articles of incorporation or charter and bylaws; (2) that this Agreement is binding upon each agency; and (3) that each agency is duly organized and legally existing in good standing in the State of California.

XVI. DRUG FREE WORK PLACE

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

XVII. FEDERAL FUNDS

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By Moses Stites
MOSES STITES, General Manager

CITY OF SELMA

By _____

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By Arthur Wille
ARTHUR WILLE, Senior Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
SELMA CITY ATTORNEY

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

July 16, 2018

ITEM NO: 1.h.

SUBJECT: Consideration and necessary action of the Agreement for Construction of improvements on Selma Unified property adjacent to Floral Ave.

DISCUSSION: The City has been awarded grant funds to preform Active Transportation Plan (ATP) improvements to various pedestrian routes to Selma Unified School District locations. These improvements consist of but are not limited to ADA compliance ramps, pedestrian crosswalk flashing beacons, and more. Within this grant, the following locations were identified:

- Jackson Elementary-Wright and Burnham Street
- Eric White-Mitchell and Fig, Mitchell and Almond, Mitchell and Nebraska
- Selma High-Wright and Barbara, Wright and Aspen
- Roosevelt Elementary-Floral Ave (school frontage)

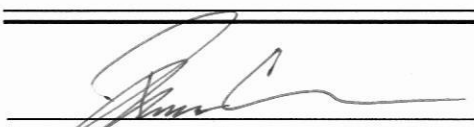
The improvements planned for Roosevelt School will eliminate the painted barrier in addition to an indentation, which permits for parking of vehicles that are stopping to allow children and others to enter the school.

Through collaboration with SUSD and City Staff, a driveway has been designed to alleviate this loss. Since these grant funds can only be used for an ATP project, the School District has agreement to fund anything over the \$100,000 that was identified in the grant.

The City will act as Lead Agency for the project but SUSD shall have the right to reject any and all bids.

| | | |
|---|--|---|
| <i>COST:</i> (Enter cost of item to be purchased in box below) | | <i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE). |
| | | |
| <i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund). | | <i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE). |
| Funding Source: | | |
| Fund Balance: | | |

RECOMMENDATION: Approve and authorize the agreement with SUSD for Floral Ave. improvement.

| | |
|---|-----------------|
|  | <u>7-9-18</u> |
| Isaac Moreno, Assistant City Manager | Date |
| /s/ Henry Perea | <u>07/13/18</u> |
| Henry Perea, Interim City Manager | Date |

We _____ and _____
Henry Perea, Interim City Manager Isaac Moreno, Assistant City Manger
do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

**AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS ON
SCHOOL DISTRICT PROPERTY AT ROOSEVELT
ELEMENTARY SCHOOL ADJACENT TO FLORAL AVENUE**

This Agreement is made and entered into this ____ day of May 2018 by and between the City of Selma a municipal corporation ("Selma"), and the Selma Unified School District, a school district organized and existing under California law ("District") with respect to the real property of the District at Roosevelt Elementary School, that is directly adjacent to Floral Avenue, in the City of Selma.

RECITALS

WHEREAS, currently there is a painted barrier in front of the curb at Floral Avenue adjacent to the Roosevelt Elementary School where students and others are delivered to the school premises at Roosevelt Elementary School by passenger vehicles which separates those vehicles from through traffic traveling on and along Floral Avenue; and

WHEREAS, planned street improvements to Floral Avenue will eliminate that painted barrier in addition to an indentation which allows for the parking of vehicles that are stopping to allow children and others to enter the school property and District wishes to establish a driveway or street on District property where it is adjacent to Floral Avenue at which vehicles may enter, park and either drop off or retrieve students and others from the school property, all as depicted in Exhibit A attached hereto, and incorporated by reference (hereinafter referred to as the "Roosevelt Drop Off"); and

WHEREAS, City is performing the street improvements to Floral Avenue at the location where it is adjacent to Roosevelt Elementary School, among other locations, with funds from an Active Transportation Plan (ATP) Grant totaling \$100,000 and is willing to act as the lead agency with respect to the planning and design of both the street improvements on and along Floral Avenue and the Roosevelt Drop Off and to act as the entity which awards a construction contract for the entirety of the Project and District is willing to reimburse the City the cost of construction exceeding the \$100,000 ATP Grant Funds available to the City.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. City to be Lead Agency. The City will conduct all proceedings required by law, any required environmental analysis, develop plans and specifications both for the street improvements on and along Floral Avenue at, among others, the location where it is adjacent to Roosevelt Elementary School in addition to the Roosevelt Drop Off improvement and solicit competitive bids for that work. On receiving bids, the City will

provide those, or a summary of them, to the District and District shall have the right to direct that the City reject all bids and to solicit new bids for the entirety of the Project. District shall have the right to convey to the City any desire to reject the bid of an apparent low bidder if valid legal justification for doing so exists. In the event the District requests that any apparent low bidder's bid be rejected and provides valid legal justification for doing so, the City shall consider the District's request and shall honor the request if the City determines that valid legal grounds for rejecting the apparent low bidder's bid do in fact exist. If the City does not reject the apparent low bidder's bid as requested by the District, the City shall provide the District with its legal justification for doing so. The City will award a contract to the lowest responsive, responsible bidder and the planned improvements to Floral Avenue in addition to the Roosevelt Drop Off will be constructed by that contractor and paid for by the City. The City will bill the District for all costs of construction for the entirety of the Project, to the extent that it exceeds the \$100,000 ATP Grant available to the City and District shall pay the City bill within thirty (30) days of receipt.

2. Estimate of Probable Construction Costs. The City has prepared and provided to District an Engineer's estimate of the probable cost of construction of both the improvements to Floral Avenue that are planned by the City and construction of the Roosevelt Drop Off. (hereinafter referred to as "Project") The total estimated construction cost for the Roosevelt Drop Off, not including irrigation modifications and relocation of a backflow prevention device, which will be performed by the District's own forces, and in a manner which does not interfere with the progress of the contractor in constructing the street improvements and the Roosevelt Drop Off, which does not include the engineering, construction staking, construction engineering and constructing testing costs, is \$152,500. A copy of the estimate of probable construction costs prepared by Gateway Engineering is attached and incorporated by reference as Exhibit B.

3. City Award of Contract. Upon awarding the contract for the Project, City shall provide District with a copy of the construction contract and a statement of the amount, if any, by which the contract price for the Project exceeds the Engineer's estimate.

4. District's Obligations. The District shall perform any irrigation modification improvements and relocation of a backflow prevention device at the location on its property where the Roosevelt Drop Off is to be constructed and shall pay to City the full cost of the Project called for by the contract, and any executed change order, that exceeds the \$100,000 ATP Grant, within thirty (30) days of receipt of the City's bill or invoice. District shall pay City the full, actual cost of construction of the Project that is in excess of the \$100,000 ATP Grant, less any set aside for any contingency that has not

materialized, but in addition to the total engineering costs, construction staking costs, construction engineering costs and construction testing costs of the Project.

5. Maintenance of Drop Off. The District shall be solely responsible for maintaining the Roosevelt Drop Off upon completion of construction. City shall be responsible for the maintenance of Floral Avenue.

6. Improvement Standards. All street improvements and construction of the Roosevelt Drop Off shall be designed and constructed pursuant to all applicable building codes and other laws and City improvement standards and specifications and shall be subject to City review, construction inspection, approval and acceptance.

7. Risk of Use. City and District agree that the use for any purpose by any person of all or any part of the improvements specified herein shall be at the sole and exclusive risk of District with respect to the Roosevelt Drop Off, and at the sole and exclusive risk of City with respect to Floral Avenue at all times prior to final acceptance of the City of all of the completed improvements.

8. No Liability. Neither the City or the District, or any of its directors, agents, or employees shall be liable to one another or to the contractors of either of them, for any error or omission arising out of or in connection with any work to be performed under this Agreement. Neither the District or the City shall be liable to any person, firm or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever, in, on, or about the property identified by this Agreement, or any part thereof except as mandated by law.

9. Mutual Indemnity. The District releases and agrees to indemnify, defend and hold the City, its directors, employees, agents and contractors harmless from and against any and all liability for injury to persons or property and all claims, demands, costs and losses or damages or liability that may result directly or indirectly from the performance or non-performance of any of the work or construction of any of the improvements referred to in this Agreement, or that arises as a result of performance of this Agreement. City hereby releases and agrees to indemnify, defend and hold the District, its directors, employees, agents and contractors harmless from and against all injury or damage to persons or property and all claims, demands, costs, loss, damage or liability resulting directly or indirectly from the performance or non-performance of any work or the construction of any improvement referred to in this Agreement or that arises as a result of performance of this Agreement.

10. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of successors and assigns of both parties.

11. Notices. Notices or requests from any party shall be in writing and delivered or mailed, postage pre-paid to the following address:

If to City:

City of Selma
Attn: City Manager
1710 Tucker Street
Selma, CA 93662

If to District:

Selma Unified School District
Attn: Superintendent
3036 Thompson Avenue
Selma, CA 93662

12. Law Applicable. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. Amendments. This Agreement may only be amended or modified upon written agreement by and between the parties hereto.

14. Severability. If any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement.

15. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes any prior agreement, representation, negotiation or correspondence between the parties except as expressed in this Agreement or otherwise provided for in this Agreement, and no subsequent change or addition to this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

16. Effect of Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision of this Agreement. The acceptance of monies that become due

hereunder shall not be deemed a waiver of any preexisting or concurrent breach or violation of this Agreement by either party.

17. Execution. Each person signing below represents and warrants that he or she is duly authorized to sign and enter into this Agreement. This Agreement may be executed in counterparts or by facsimile, each of which shall be an original and all of which shall constitute one and the same agreement.

18. Term. The Effective Date of this Agreement shall be _____, 2018, and the Agreement shall remain in force and effect until a notice of completion of all improvements referred to in this Agreement has been recorded and payment by the District of all amounts payable by District under this Agreement.

CITY OF SELMA

By _____
Henry Perea,
Interim City Manager

SELMA UNIFIED SCHOOL DISTRICT

By  _____

Larry Teixeira
Print Name

Asst. Superintendent, Business
Print Title



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

July 16, 2018

ITEM NO: 1.i.

SUBJECT: Consideration of an Agreement for Professional Services with Gateway Engineering for the preliminary engineering for Surface Transportation Block Grant (STBG) funded project: STPL - 5096(036)

BACKGROUND: The City of Selma has received authorization to proceed with engineering services from Caltrans for the above listed project. The project STBG funds available are listed below:

| | |
|---|-----------|
| Plans, Specification and Estimate (PS&E): | \$ 82,200 |
|---|-----------|

DISCUSSION: A proposal was received from Gateway Engineering for the STPL - 5096(036) Project, funded by STBG. The Project consists of improving Major arterial streets at various locations throughout town. Gateway Engineering will provide preliminary engineering for the Project.

Pursuant to the City Engineer agreement with Gateway Engineering, capital improvement and grant projects are performed under separate contracts. Because the City was awarded grant funding for the aforementioned project, it is necessary to consider an agreement with Gateway Engineering for performance of the proposed work.

Allocation for Design & Engineering has already been approved at the June, 2018 California Transportation Commission (CTC) meeting. Design & Engineering is scheduled to begin in FY 18/19. Plans would advertise for construction in FY 19/20.

There is an 11.47% Local Match for this project.

| | | |
|--|--|------------------------------|
| <u>COST:</u> | | <u>BUDGET IMPACT:</u> |
| \$82,200 | | None |
| <u>FUNDING:</u> | | <u>ON-GOING COST:</u> |
| Funding Source: STBG \$72,771 Local Match \$ 9,429 Fund Balance: | | None |

RECOMMENDATION: Approve the agreement with
Gateway Engineering for the STPL - 5096(036) Project.

/s/ Henry Perea
Henry Perea, Interim City Manager

07/13/18
Date

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SELMA
AND
GATEWAY ENGINEERING, INC.
(MAJOR ARTERIALS)**

This Agreement (the "Agreement") is made and entered into this 16th day of July, 2018 ("Effective Date") by and between the City of Selma, a general law city (herein "City") and Gateway Engineering, Inc., a California corporation (herein "Gateway").

RECITALS

WHEREAS, Gateway currently serves as the City Engineer for the City of Selma, and such services are governed by an Agreement for Professional Services ("Master Agreement"); and

WHEREAS, pursuant to the Master Agreement between the City and Gateway, master planning and design of capital improvement and grant funded projects related to public infrastructure and improvements, including, but not limited to, roadways, water distribution systems, sewer collection systems, storm drain systems, and sewer and storm water lift stations are to be performed as supplemental engineering services under separate contracts, to be approved by the City Manager or his/her designee; and

WHEREAS, the City was awarded Surface Transportation Block Grant funding for improvements to major arterial streets at various locations throughout the City ("Major Arterials Project"); and

WHEREAS, the City desires to utilize the services of Gateway for survey, engineering, and construction engineering services for the grant funded Major Arterials Project.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for such good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

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 July 15, 2020.
2. Scope of Services: Gateway shall do, perform, and carry out, in a satisfactory and property manner, the following Services:
 - a. Perform topographic surveys of portions of McCall, Rose, Orange, Nelson and Second
 - b. Prepare plans and cost estimates for design of street rehabilitation improvements

- c. Coordinate with city staff for CTC allocation request and obtain E-76 for construction from Caltrans
- d. Prepare construction specifications
- e. Perform construction administration services
- f. Perform construction staking
- g. Perform full time construction inspection services
- h. The following are specifically excluded from the Services:
 - a. Preparation of Storm Water Pollution Prevention Plan
 - b. Bidding performed under City Engineering Services

3. Compensation. Gateway shall be paid by the following rates for the Services:

| | | |
|----|------------------------------|-------------|
| a. | Topographic Survey: | \$20,800.00 |
| b. | Plans and Specifications: | \$45,400.00 |
| c. | Construction Staking: | \$6,900.00 |
| d. | Construction Administration: | \$13,000.00 |
| e. | Construction Observation: | \$33,000.00 |

Gateway shall invoice monthly, based upon an estimated percentage of completion.

4. Independent Contractor. Gateway is and shall perform said services under this Agreement as an independent contractor. Gateway shall follow the standards of practices of Gateway's profession to make findings, provide opinions, make factual presentations and provide professional advice and recommendations consistent with said standards and practices. Gateway is engaged to render the Services described herein to City and any payments made by the City are compensation solely for the services rendered. Neither Gateway nor its officers, employees, agents, contractors or representatives shall obtain any right to retirement or any other benefits that accrue to City employees.

5. Data to Be Furnished to Gateway. All existing available information, data, reports, records and maps in the possession or control of City which may assist Gateway in the performance of the Services shall be furnished to Gateway without charge by City. City agrees to cooperate with Gateway as necessary for Gateway to perform the Services.

6. Possession of Materials Prepared Under This Agreement. It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Gateway under this Agreement, including electronically stored finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, or reports prepared by Gateway, on or upon termination of this Agreement for any reason, be turned over to

the City provided that Gateway may, at no additional expense to City, make and retain such copies thereof as desired.

7. Communications/Notices. All communications and notices permitted or required by this Agreement shall be as follows:

| | |
|---|---|
| To City: City of Selma 1710 Tucker Street Selma, CA 93662 Attn: City Manager Telephone: (559) 891-2200 | To Gateway: Gateway Engineering, Inc. 5811 E. Princeton Ave. Fresno, CA 93727 Attn: Daniel K. Bond Telephone: (559) 320-0344 |
|---|---|

8. Entire Agreement / Amendment. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to the subject matter hereof. No change, addition, or modification or waiver of any of the provisions of this Agreement shall be binding on either party unless made in writing and executed by Gateway and a duly authorized agent of City.

9. Hold Harmless and Insurance.

a. Insurance. Gateway shall maintain during the term of this Agreement the following minimum insurance:

| <u>Coverage</u> | <u>Limits</u> |
|--|--|
| Workers Compensation and Employer Liability | Statutory Limit |
| Coverage Commercial General Liability including bodily injury and broad form blanket contractual liability property damage | \$1,000,000 Combined Single Limit \$2,000,000 Aggregate |
| Automobile Liability: Owned, not owned, hired | \$1,000,000 Combined Single Limit |
| Professional Liability | \$1,000,000 Per Claim \$2,000,000 Aggregate |

b. All such insurance (except professional liability) shall name City, its officers, officials and employees, as an additional insured. Within fourteen (14) days after Gateway's execution of this Agreement, Gateway shall provide City with a Certificate of Insurance establishing that all insurance required hereunder is in full force and effect. Such insurance shall also require the insurance carrier to provide City with thirty (30) days prior notice of any termination or cancellation of any insurance required hereunder.

c. Indemnity. Except to the extent of City's negligence or willful misconduct, and to the fullest extent permitted by law, Gateway agrees to indemnify and hold harmless the City and City's employees, City Council, agents, representatives and contractors from claims, causes of action, liability, losses, costs and damages arising out of or related to any act, omission, or negligence of Gateway or Gateway's agents, employees, representatives, contractors, or arising from or related to Gateway's use of or activities on or about property owned or controlled by City, including any claims related to the services provided by Gateway under this Agreement.

10. Assignability. Neither this Agreement nor any other rights or obligations hereunder may be assigned or otherwise transferred by either party, nor shall this Agreement inure to the benefit of a trustee in bankruptcy, receiver or creditor of either party, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such prior written consent shall be null and void and of no force and effect and shall constitute a material breach of this Agreement.

11. Termination. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of intent to terminate the Agreement.

12. Governing Law. This Agreement shall be governed by the laws of the State of California and jurisdiction for any action related to this Agreement shall be in the Superior Court of California, County of Fresno.

13. Attorney's Fees. In the event that either party hereto shall commence any legal action or proceeding against the other party to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to and recover, in addition to its costs, reasonable attorney's fees to be fixed by the court, and such recovery shall include costs and attorney's fees on appeal, if any.

14. Waiver. The waiver by either party of any breach or other violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor any subsequent breach or violation of the same or any other provision. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by either party of any provision of this Agreement.

15. Severability. If any of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CITY OF SELMA

GATEWAY ENGINEERING, INC.

By: _____
Henry R. Perea
Interim City Manager

By: _____
Daniel K. Bond, President

ATTEST:

By _____
Reyna Rivera, City Clerk

APPROVED AS TO FORM:

Bianca Sparks Rojas, Special Counsel

ITEM NO:

1. j.

SUBJECT:

Consideration of an Agreement for Professional Services with Gateway Engineering for the preliminary engineering for Surface Transportation Block Grant (STBG) funded project:
STPL - 5096(037)

BACKGROUND: The City of Selma has received authorization to proceed with engineering services from Caltrans for the above listed project. The project STBG funds available are listed below:

Plans, Specification and Estimate (PS&E): \$ 132,000

DISCUSSION: A proposal was received from Gateway Engineering for the STPL - 5096(037) Project, funded by STBG. The Project consists of improving Floral Avenue between Union Pacific Railroad (UPRR) and McCall Avenue. Gateway Engineering will provide preliminary engineering for the Project.

Pursuant to the City Engineer agreement with Gateway Engineering, capital improvement and grant projects are performed under separate contracts. Because the City was awarded grant funding for the aforementioned project, it is necessary to consider an agreement with Gateway Engineering for performance of the proposed work.

Allocation for Design & Engineering has already been approved at the June, 2018 California Transportation Commission (CTC) meeting. Design & Engineering is scheduled to begin in FY 18/19. Plans would advertise for construction in FY 19/20.

Toll credits will be used in lieu of a local match for the design phase.

| | | |
|---|--|------------------------------|
| <u>COST:</u> | | <u>BUDGET IMPACT:</u> |
| \$132,000.00 | | None |
| <u>FUNDING:</u> | | <u>ON-GOING COST:</u> |
| Funding Source: STBG Fund Balance: | | None |

RECOMMENDATION: Approve the agreement with
Gateway Engineering for the STPL - 5096(037) Project.

/s/ Henry Perea

Henry Perea, Interim City Manager

07/13/18

Date

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SELMA
AND
GATEWAY ENGINEERING, INC.
(FLORAL PROJECT)**

This Agreement (the "Agreement") is made and entered into this 16th day of July, 2018 ("Effective Date") by and between the City of Selma, a general law city (herein "City") and Gateway Engineering, Inc., a California corporation (herein "Gateway").

RECITALS

WHEREAS, Gateway currently serves as the City Engineer for the City of Selma, and such services are governed by an Agreement for Professional Services ("Master Agreement"); and

WHEREAS, pursuant to the Master Agreement between the City and Gateway, master planning and design of capital improvement and grant funded projects related to public infrastructure and improvements, including, but not limited to, roadways, water distribution systems, sewer collection systems, storm drain systems, and sewer and storm water lift stations are to be performed as supplemental engineering services under separate contracts, to be approved by the City Manager or his/her designee; and

WHEREAS, the City was awarded Surface Transportation Block Grant funding for improvements to Floral Avenue between Union Pacific Railroad and McCall Avenue ("Floral Project"); and

WHEREAS, the City desires to utilize the services of Gateway for survey, engineering, and construction engineering services for the grant funded Floral Project.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for such good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

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 July 15, 2020.
2. Scope of Services: Gateway shall do, perform, and carry out, in a satisfactory and property manner, the following Services:
 - a. Perform topographic survey of Floral Avenue
 - b. Prepare plans and cost estimates for design of street rehabilitation improvements

- c. Perform geotechnical investigation and report (performed by subconsultant)
- d. Coordinate with city staff for CTC allocation request and obtain E-76 for construction from Caltrans
- e. Prepare construction specifications
- f. Perform construction administration services
- g. Perform construction staking
- h. Perform full time construction observation services
- i. The following are specifically excluded from the Services:
 - a. Preparation of Storm Water Pollution Prevention Plan
 - b. Bidding performed under City Engineering Services

3. Compensation. Gateway shall be paid by the following rates for the Services:

| | | |
|----|------------------------------------|-------------|
| a. | Topographic Survey: | \$24,000.00 |
| b. | Geotechnical Investigation Report: | \$12,000.00 |
| c. | Plans and Specifications: | \$96,000.00 |
| d. | Construction Staking: | \$13,200.00 |
| e. | Construction Administration: | \$11,500.00 |
| f. | Construction Observation: | \$54,500.00 |

Gateway shall invoice monthly, based upon an estimated percentage of completion.

4. Independent Contractor. Gateway is and shall perform said services under this Agreement as an independent contractor. Gateway shall follow the standards of practices of Gateway's profession to make findings, provide opinions, make factual presentations and provide professional advice and recommendations consistent with said standards and practices. Gateway is engaged to render the Services described herein to City and any payments made by the City are compensation solely for the services rendered. Neither Gateway nor its officers, employees, agents, contractors or representatives shall obtain any right to retirement or any other benefits that accrue to City employees.

5. Data to Be Furnished to Gateway. All existing available information, data, reports, records and maps in the possession or control of City which may assist Gateway in the performance of the Services shall be furnished to Gateway without charge by City. City agrees to cooperate with Gateway as necessary for Gateway to perform the Services.

6. Possession of Materials Prepared Under This Agreement. It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Gateway under this Agreement, including electronically stored finished

or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, or reports prepared by Gateway, on or upon termination of this Agreement for any reason, be turned over to the City provided that Gateway may, at no additional expense to City, make and retain such copies thereof as desired.

7. Communications/Notices. All communications and notices permitted or required by this Agreement shall be as follows:

| | |
|---|---|
| To City: City of Selma 1710 Tucker Street Selma, CA 93662 Attn: City Manager Telephone: (559) 891-2200 | To Gateway: Gateway Engineering, Inc. 5811 E. Princeton Ave. Fresno, CA 93727 Attn: Daniel K. Bond Telephone: (559) 320-0344 |
|---|---|

8. Entire Agreement / Amendment. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to the subject matter hereof. No change, addition, or modification or waiver of any of the provisions of this Agreement shall be binding on either party unless made in writing and executed by Gateway and a duly authorized agent of City.

9. Hold Harmless and Insurance.

a. Insurance. Gateway shall maintain during the term of this Agreement the following minimum insurance:

| <u>Coverage</u> | <u>Limits</u> |
|--|--|
| Workers Compensation and Employer Liability | Statutory Limit |
| Coverage Commercial General Liability including bodily injury and broad form blanket contractual liability property damage | \$1,000,000 Combined Single Limit \$2,000,000 Aggregate |
| Automobile Liability: Owned, not owned, hired | \$1,000,000 Combined Single Limit |
| Professional Liability | \$1,000,000 Per Claim \$2,000,000 Aggregate |

b. All such insurance (except professional liability) shall name City, its officers, officials and employees, as an additional insured. Within fourteen (14) days after Gateway's execution of this Agreement, Gateway shall provide City with a Certificate of Insurance establishing that all insurance required hereunder is in full force and effect. Such insurance shall also require the insurance carrier to provide City with thirty (30) days prior notice of any termination or cancellation of any insurance required hereunder.

c. Indemnity. Except to the extent of City's negligence or willful misconduct, and to the fullest extent permitted by law, Gateway agrees to indemnify and hold harmless the City and City's employees, City Council, agents, representatives and contractors from claims, causes of action, liability, losses, costs and damages arising out of or related to any act, omission, or negligence of Gateway or Gateway's agents, employees, representatives, contractors, or arising from or related to Gateway's use of or activities on or about property owned or controlled by City, including any claims related to the services provided by Gateway under this Agreement.

10. Assignability. Neither this Agreement nor any other rights or obligations hereunder may be assigned or otherwise transferred by either party, nor shall this Agreement inure to the benefit of a trustee in bankruptcy, receiver or creditor of either party, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such prior written consent shall be null and void and of no force and effect and shall constitute a material breach of this Agreement.

11. Termination. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of intent to terminate the Agreement.

12. Governing Law. This Agreement shall be governed by the laws of the State of California and jurisdiction for any action related to this Agreement shall be in the Superior Court of California, County of Fresno.

13. Attorney's Fees. In the event that either party hereto shall commence any legal action or proceeding against the other party to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to and recover, in addition to its costs, reasonable attorney's fees to be fixed by the court, and such recovery shall include costs and attorney's fees on appeal, if any.

14. Waiver. The waiver by either party of any breach or other violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor any subsequent breach or violation of the same or any other provision. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by either party of any provision of this Agreement.

15. Severability. If any of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CITY OF SELMA

GATEWAY ENGINEERING, INC.

By: _____
Henry R. Perea
Interim City Manager

By: _____
Daniel K. Bond, President

ATTEST:

By _____
Reyna Rivera, City Clerk

APPROVED AS TO FORM:

Bianca Sparks Rojas, Special Counsel

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

July 16, 2018

ITEM NO:

1.k.

SUBJECT:

Consideration of an Agreement for Professional Services with Gateway Engineering for the preliminary engineering for Surface Transportation Block Grant (STBG) funded project:
STPL – 5096(038)

BACKGROUND: The City of Selma has received authorization to proceed with engineering services from Caltrans for the above listed project. The project STBG funds available are listed below:

Plans, Specification and Estimate (PS&E): \$ 45,200

DISCUSSION: A proposal was received from Gateway Engineering for the STPL - 5096(038) Project, funded by STBG. The project consists of improving Nebraska Avenue between State Route 43 and Mitchell Avenue. Gateway Engineering will provide preliminary engineering for the Project.

Pursuant to the City Engineer agreement with Gateway Engineering, capital improvement and grant projects are performed under separate contracts. Because the City was awarded grant funding for the aforementioned project, it is necessary to consider an agreement with Gateway Engineering for performance of the proposed work.

Allocation for Design & Engineering has already been approved at the June, 2018 California Transportation Commission (CTC) meeting. Design & Engineering is scheduled to begin in FY 18/19. Plans would advertise for construction in FY 19/20.

| | | |
|---|--|------------------------------|
| <u>COST:</u> | | <u>BUDGET IMPACT:</u> |
| \$45,200 | | None |
| <u>FUNDING:</u> | | <u>ON-GOING COST:</u> |
| Funding Source: STBG Fund Balance: | | None |

RECOMMENDATION: Approve the agreement with Gateway Engineering for the STPL - 5096(038) Project.

/s/ Henry Perea
Henry Perea, Interim City Manager

07/13/18
Date

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SELMA
AND
GATEWAY ENGINEERING, INC.
(NEBRASKA AVENUE PROJECT)**

This Agreement (the "Agreement") is made and entered into this 16th day of July, 2018 ("Effective Date") by and between the City of Selma, a general law city (herein "City") and Gateway Engineering, Inc., a California corporation (herein "Gateway").

RECITALS

WHEREAS, Gateway currently serves as the City Engineer for the City of Selma, and such services are governed by an Agreement for Professional Services ("Master Agreement"); and

WHEREAS, pursuant to the Master Agreement between the City and Gateway, master planning and design of capital improvement and grant funded projects related to public infrastructure and improvements, including, but not limited to, roadways, water distribution systems, sewer collection systems, storm drain systems, and sewer and storm water lift stations are to be performed as supplemental engineering services under separate contracts, to be approved by the City Manager or his/her designee; and

WHEREAS, the City was awarded Surface Transportation Block Grant funding for improvements to Nebraska Avenue between State Route 43 and Mitchell Avenue ("Nebraska Project"); and

WHEREAS, the City desires to utilize the services of Gateway for survey, engineering, and construction engineering services for the grant funded Nebraska Project.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for such good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

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 July 15, 2020.

2. Scope of Services: Gateway shall do, perform, and carry out, in a satisfactory and property manner, the following Services:

- a. Perform topographic and Right of Way survey of Nebraska Avenue from Mitchell to Highland
- b. Prepare plans and cost estimates for design of street improvements

- c. Perform geotechnical investigation and report (performed by subconsultant)
- d. Coordinate with city staff for CTC allocation request and obtain E-76 for construction from Caltrans
- e. Prepare construction specifications
- f. Perform construction administration services
- g. Perform construction staking
- h. Perform construction inspection services
- i. The following are specifically excluded from the Services:
 - a. Preparation of Storm Water Pollution Prevention Plan
 - b. Bidding performed under City Engineering Services

3. Compensation. Gateway shall be paid by the following rates for the Services:

| | | |
|----|--------------------------------------|-------------|
| a. | Topographic and Right of Way Survey: | \$7,500.00 |
| b. | Plans and Specifications: | \$37,500.00 |
| c. | Construction Staking: | \$11,000.00 |
| d. | Construction Administration: | \$7,000.00 |
| e. | Construction Inspection: | \$18,000.00 |

Gateway shall invoice monthly, based upon an estimated percentage of completion.

4. Independent Contractor. Gateway is and shall perform said services under this Agreement as an independent contractor. Gateway shall follow the standards of practices of Gateway's profession to make findings, provide opinions, make factual presentations and provide professional advice and recommendations consistent with said standards and practices. Gateway is engaged to render the Services described herein to City and any payments made by the City are compensation solely for the services rendered. Neither Gateway nor its officers, employees, agents, contractors or representatives shall obtain any right to retirement or any other benefits that accrue to City employees.

5. Data to Be Furnished to Gateway. All existing available information, data, reports, records and maps in the possession or control of City which may assist Gateway in the performance of the Services shall be furnished to Gateway without charge by City. City agrees to cooperate with Gateway as necessary for Gateway to perform the Services.

6. Possession of Materials Prepared Under This Agreement. It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Gateway under this Agreement, including electronically stored finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, or reports

prepared by Gateway, on or upon termination of this Agreement for any reason, be turned over to the City provided that Gateway may, at no additional expense to City, make and retain such copies thereof as desired.

7. Communications/Notices. All communications and notices permitted or required by this Agreement shall be as follows:

| | |
|---|---|
| To City: City of Selma 1710 Tucker Street Selma, CA 93662 Attn: City Manager Telephone: (559) 891-2200 | To Gateway: Gateway Engineering, Inc. 5811 E. Princeton Ave. Fresno, CA 93727 Attn: Daniel K. Bond Telephone: (559) 320-0344 |
|---|---|

8. Entire Agreement / Amendment. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to the subject matter hereof. No change, addition, or modification or waiver of any of the provisions of this Agreement shall be binding on either party unless made in writing and executed by Gateway and a duly authorized agent of City.

9. Hold Harmless and Insurance.

a. Insurance. Gateway shall maintain during the term of this Agreement the following minimum insurance:

| <u>Coverage</u> | <u>Limits</u> |
|--|--|
| Workers Compensation and Employer Liability | Statutory Limit |
| Coverage Commercial General Liability including bodily injury and broad form blanket contractual liability property damage | \$1,000,000 Combined Single Limit \$2,000,000 Aggregate |
| Automobile Liability: Owned, not owned, hired | \$1,000,000 Combined Single Limit |
| Professional Liability | \$1,000,000 Per Claim \$2,000,000 Aggregate |

b. All such insurance (except professional liability) shall name City, its officers, officials and employees, as an additional insured. Within fourteen (14) days after Gateway's execution of this Agreement, Gateway shall provide City with a Certificate of Insurance establishing that all insurance required hereunder is in full force and effect. Such insurance shall also require the insurance carrier to provide City with thirty (30) days prior notice of any termination or cancellation of any insurance required hereunder.

c. Indemnity. Except to the extent of City's negligence or willful misconduct, and to the fullest extent permitted by law, Gateway agrees to indemnify and hold harmless the City and City's employees, City Council, agents, representatives and contractors from claims, causes of action, liability, losses, costs and damages arising out of or related to any act, omission, or negligence of Gateway or Gateway's agents, employees, representatives, contractors, or arising from or related to Gateway's use of or activities on or about property owned or controlled by City, including any claims related to the services provided by Gateway under this Agreement.

10. Assignability. Neither this Agreement nor any other rights or obligations hereunder may be assigned or otherwise transferred by either party, nor shall this Agreement inure to the benefit of a trustee in bankruptcy, receiver or creditor of either party, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such prior written consent shall be null and void and of no force and effect and shall constitute a material breach of this Agreement.

11. Termination. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of intent to terminate the Agreement.

12. Governing Law. This Agreement shall be governed by the laws of the State of California and jurisdiction for any action related to this Agreement shall be in the Superior Court of California, County of Fresno.

13. Attorney's Fees. In the event that either party hereto shall commence any legal action or proceeding against the other party to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to and recover, in addition to its costs, reasonable attorney's fees to be fixed by the court, and such recovery shall include costs and attorney's fees on appeal, if any.

14. Waiver. The waiver by either party of any breach or other violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor any subsequent breach or violation of the same or any other provision. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by either party of any provision of this Agreement.

15. Severability. If any of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CITY OF SELMA

GATEWAY ENGINEERING, INC.

By: _____
Henry R. Perea
Interim City Manager

By: _____
Daniel K. Bond, President

ATTEST:

By _____
Reyna Rivera, City Clerk

APPROVED AS TO FORM:

Bianca Sparks Rojas, Special Counsel

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

July 16, 2018

ITEM NO:

1.1.1.

SUBJECT: Consideration and necessary action of the Agreement for legal services with Casso & Sparks, LLP.

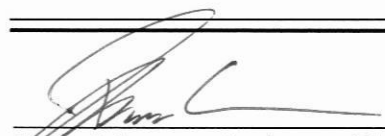
DISCUSSION: The City, by request of Council, went out for an RFP for a City Attorney on March 23, 2018.

The City Attorney is responsible for evaluate projects and their legal issues and provides recommended options to minimize legal risk and ensure due process in City decisions. The City Attorney has the authority to enforce Selma's Municipal Code and to represent the City in litigation. Additional services that are provided are the preparation proposed ordinances, resolutions, contracts, and other legal documents.

It was the determination of Council to award the contract to the law firm of Casso & Sparks.

| | | |
|---|--|---|
| <u>COST:</u> (Enter cost of item to be purchased in box below) | | <u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE). |
| See Contract for Fee and Personnel rates | | |
| <u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund). | | <u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE). |
| Funding Source: General Fund Balance: | | |

RECOMMENDATION: Approve and authorize the agreement for a City Attorney with Casso & Sparks.

| | |
|---|-----------------|
|  | <u>7-9-18</u> |
| Isaac Moreno, Assistant City Manager | Date |
| <u>/s/ Henry Perea</u> | <u>07/13/18</u> |
| Henry Perea, Interim City Manager | Date |

We Henry Perea, Interim City Manager and Isaac Moreno, Assistant City Manager
do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.



Bianca Sparks Rojas
Principal
bsparks@cassosparks.com
559.213.0986
www.cassosparks.com

13200 Crossroads Parkway
North, Suite 345
City of Industry, CA 91746

July 16, 2018

The Honorable Jim Avalos & Members of the City Council
City of Selma
1710 Tucker Street
Selma, CA 93662

RE: Engagement of Legal Services – Casso & Sparks, LLP

Dear Mayor Avalos & Members of the City Council:

Thank you for retaining Casso & Sparks to serve as the City Attorney of the City of Selma, and as General Counsel to the Successor Agency to the former Redevelopment Agency, Public Financing Authority, the Community Enhancement Corporation, and the Planning Commission (collectively “the City”), effective as of July 23, 2018. We appreciate the opportunity to serve as your legal counsel and look forward to working with you.

This letter sets forth our agreement concerning the legal services we will provide and our fee arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** We shall provide advice, consultation, and representation in all matters of municipal affairs. General legal services include attendance at regular and special meetings of the City Council, Successor Agency, Public Financing Authority, Community Enhancement Corporation, and Planning Commission; daily advice as requested by the City Council, City Manager, and authorized staff; preparation and/or review of resolutions, agreements, ordinances, forms, notices, and other documents required by the City; general matters related to municipal elections; general labor and employment advice; preparation of legal opinions, training and advice on matters related to the Brown Act and conflicts of interest; trainings; monitoring of pending and current state and federal legislation and court decisions as appropriate; and monitoring of outside legal counsel. We will also provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.

2. **Fees and Personnel.** As compensation for our services to the City, the City shall pay a monthly retainer of Seven Thousand Two Hundred Dollars for the first 40 hours of general legal services. Thereafter, a rate of \$195.00 per hour for the City Attorney, Assistant City Attorney, Principals and Of Counsel at the Firm applies. The rate for Associates is \$175.00 per hour.

For specialized services, including preparation, prosecution and defense of litigation, including the representation of City officials and employees, as appropriate and necessary; representation at administrative and regulatory hearings; advice regarding specialized employment issues; advice regarding investigations by outside agencies; personnel disciplinary matters; construction disputes; property acquisition or disposal; eminent domain; non-routine and/or specialized matters such as annexations; and other specialized legal services rendered by our attorneys, the City shall be billed rates from \$245.00 to \$295.00 per hour, depending on the experience of the attorney providing the services. For these additional services, Ms. Sparks Rojas's current public agency rate is \$265.00 per hour. Specialized legal services are not covered by the monthly retainer.

As compensation for services to the Successor Agency, Public Financing Authority, and Community Enhancement Corporation, our hourly blended rate is \$265.00. Attendance at the meetings of each of these bodies is included in the retainer set forth above.

For those legal services for which the City can be reimbursed by third parties, either pursuant to City policy, by statutory authority or agreement, we will charge the City a blended rate of \$325.00 per hour. In the event the rates are not reimbursed by a third party, the City shall be charged the applicable rate, provided herein, for the services rendered.

If paralegals are assigned to work on your matter, the then current hourly rates of those individuals, but not more than \$100.00 per hour, will be utilized. This agreement retains the legal services of our law firm and not of a particular attorney. Hourly rates are subject to reasonable change, usually at the beginning of each year.

The above-mentioned rates shall be adjusted at the beginning of each fiscal year, commencing July 1, 2020, pursuant to the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics as of December of the prior calendar year for the Fresno Metropolitan Statistical Area average, all items, not seasonally adjusted, rounded up to the nearest five dollars (\$5.00) per hour, however, such adjustment shall be no less than 2.5% per year.

3. **Disbursements and Expenses.** In addition to hourly fees, we may incur out-of-pocket expenses related to your representation. Our Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment 1.

4. **Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write to me so that we may discuss these matters. Our Fees (Section 2) and Billing Information sets forth the details of our fee and billing policy.

5. **Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us,

refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

6. **Insurance.** Pursuant to California Business & Professions Code Section 6148(a), we maintain professional errors and omissions insurance in an amount not less than \$1,000,000 per occurrence; and \$2,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.

7. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

8. **Governing Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Fresno County, California or in the Federal District Court for the Eastern District of California.

9. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

10. **Joint Representation.** Our firm may engage certain legal specialists under an of counsel agreement. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

11. **Conflicts.** Our firm represents many public agencies in California, including numerous cities, redevelopment agencies, special districts, counties and other public entities, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from the City

In view of the fact that the City is a public entity this letter confirms that the services which we are rendering to you are limited in scope and for the benefit of the City, only. Casso & Sparks performs a variety of professional services for its clients and it is possible that we will represent public agency clients which are adverse to you on other matters. To avoid potential problems, you agree that you expressly waive any actual or potential conflicts that might arise from such representation, that you will not attempt to disqualify Casso & Sparks on such matters, and that our firm is free to represent its clients on such matters.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters and you confirm that the City does not object to our representation of clients on matters where their legal, governmental or political objectives and/or positions may be different from or adverse to those of the City, and that the City waives any conflict of interests with respect to our representation of such clients with differing legal, governmental or political interests. You further confirm that the City will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Needless to say, these acknowledgments do not permit our firm to represent another client in opposing the specific project for which you engage us without your specific written consent.

You may wish, and we encourage you, to consult legal counsel regarding the effect of this conflict waiver.

We would request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter to me at your earliest convenience. Enclosed is an additional copy of this letter which you should retain for your records. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,

Bianca Sparks Rojas

Enclosures: Attachment 1

cc: Henry Perea, Interim City Manager

The City agrees to the terms and conditions for the legal services of Casso & Sparks as set forth herein. The individual executing this agreement hereby represents and warrants his authority to do so, and that such authority has been duly and validly conferred

CITY OF SELMA

ATTEST:

By: _____
Jim Avalos, Mayor

By: _____
Reyna Rivera, City Clerk

ATTACHMENT 1

CASSO & SPARKS

STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100.00 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. We do not bill for costs such as duplication, facsimile charges, delivery charges and postage expenses; instead, there will be an overhead charge of 5% of each invoice to cover these costs on average.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees.

For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.

CHECK REGISTER REPORT 1 . m .

| CHECK NUMBER | CHECK DATE | STATUS | VENDOR NAME | CHECK DESCRIPTION | CATEGORY | AMOUNT |
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| 70896 | 06/21/2018 | Printed | AT&T | TELEPHONE-JUNE 2018 | | 152.58 |
| 70897 | 06/21/2018 | Printed | AT&T | TELEPHONE-JUNE 2018 | | 146.70 |
| 70898 | 06/21/2018 | Printed | AT&T MOBILITY | TELEPHONE-MDT'S 5/1/18-5/31/18 | | 3,496.06 |
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| 70900 | 06/21/2018 | Printed | CESAR F. BEJARANO/RAPID BOARD UP | CLEAN UP VACANT LOT | | 280.00 |
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| 70902 | 06/21/2018 | Printed | DON & ANN BLOODWORTH | SENIOR TRIP REFUND | | 88.00 |
| 70903 | 06/21/2018 | Printed | JAY WESLEY BROCK/TOP DOG TRAINING | MONTHLY K9 MAINTENANCE | | 180.00 |
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| 70905 | 06/21/2018 | Printed | ROD CARSEY | PLAN CHECKS | | 2,885.09 |
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| 70909 | 06/21/2018 | Void | | | | |
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| 70912 | 06/21/2018 | Printed | COMCAST | INTERNET SERVICE-JUNE 2018 | | 821.45 |
| 70913 | 06/21/2018 | Printed | CORELOGIC SOLUTIONS LLC | REALQUEST SERVICE-MAY 18 | | 481.25 |
| 70914 | 06/21/2018 | Printed | COUNTY OF FRESNO-COMM HEALTH D | DISPATCHING SERVICES | | 3,543.67 |
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| 70918 | 06/21/2018 | Printed | JEANNETTE DERR | THE LITTLE MERMAID COSTUME | | 1,446.12 |
| 70919 | 06/21/2018 | Printed | JEFF DODD | FIREWORKS ENTERTAINMENT | | 700.00 |
| 70920 | 06/21/2018 | Printed | DSJ ARCHITECTS INC | T&M NEW PD STATION AGREEMENT | PDSA | 35,936.25 |
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| 70922 | 06/21/2018 | Printed | FRUSA EMS LLC | AMBULANCE BILLING-MAY 2018 | | 9,060.02 |
| 70923 | 06/21/2018 | Printed | GATEWAY ENGINEERING, INC. | STORM DRAIN PLAT PROJ & ATP PROJ | PARTIAL G | 82,010.00 |
| 70924 | 06/21/2018 | Printed | KENNETH GREY | COMM DEV PROJECTS DIRECTOR-JUN 18 | | 7,500.00 |
| 70925 | 06/21/2018 | Printed | HEALTHEDGE ADMINISTRATORS INC. | DENTAL 5/30/18 | | 1,111.80 |
| 70926 | 06/21/2018 | Printed | HEALTHEDGE ADMINISTRATORS INC. | DENTAL 6/6/18 | | 590.73 |
| 70927 | 06/21/2018 | Printed | HEALTHEDGE ADMINISTRATORS INC. | ADMINISTRATIVE FEES-JULY 2018 | | 641.68 |
| 70928 | 06/21/2018 | Printed | HEALTHWISE SERVICES | KIOSK MEDICAL WASTE SERVICE | R | 150.00 |
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| 70932 | 06/21/2018 | Printed | J'S COMMUNICATION INC. | RADIO CHECK | | 40.00 |
| 70933 | 06/21/2018 | Printed | JAM SERVICES, INC. | TRAFFICE SIGNAL TUNNEL VISORS | | 108.48 |
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| 70936 | 06/21/2018 | Printed | JUANITA KASPARIAN | SENIOR TRIP REFUND | | 54.00 |
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| 70940 | 06/21/2018 | Printed | MUNISERVICES,LLC | SUTA SERVICES QTR END 12/30/17 | | 411.69 |
| 70941 | 06/21/2018 | Printed | OFFICE DEPOT, INC. | OFFICE SUPPLIES | | 295.39 |
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| 70943 | 06/21/2018 | Printed | PRECISION CIVIL ENGINEERING | NEW FIRE STATION PLANS | | 1,386.33 |
| 70944 | 06/21/2018 | Printed | RAY MORGAN COMPANY INC | COPIER MAINT/COPY AGREEMENT | | 979.47 |
| 70945 | 06/21/2018 | Printed | RRM DESIGN GROUP | NEW FIRE STATION DESIGN FEES | | 21,546.79 |
| 70946 | 06/21/2018 | Printed | SACRAMENTO METROPOLITAN | COMMUNICATIONS 16/17 YR | | 1,233.99 |

CHECK REGISTER REPORT

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| 70950 | 06/21/2018 | Printed | SOUTH COUNTY VETERINARY | MONTHLY FREEZER USE-APR 18 | | 175.00 |
| 70951 | 06/21/2018 | Printed | SPARKLETTES | WATER SERVICE | | 123.37 |
| 70952 | 06/21/2018 | Printed | SUN LIFE | EMPLOYEE INSURANCE-JULY | | 1,113.86 |
| 70953 | 06/21/2018 | Printed | SURVEILLANCE INTEGRATION INC. | BRENTLINGER SHELTER CAMERA | | 1,084.79 |
| 70954 | 06/21/2018 | Printed | TAG-AMS, INC. | EMPLOYEE DRUG TESTING | | 351.00 |
| 70955 | 06/21/2018 | Printed | THE CALIFORNIA PEACE OFFICERS' | LSP PAYMENTS | | 2,500.00 |
| 70956 | 06/21/2018 | Printed | TOWNSEND PUBLIC AFFAIRS | CONSULTING FEES FOR JUNE 2018 | | 3,500.00 |
| 70957 | 06/21/2018 | Printed | TRANS UNION CORPORATION | PRE EMPLOYMENT CREDIT CHECK | | 27.40 |
| 70958 | 06/21/2018 | Printed | TYLER TECHNOLOGIES, INC. | EXECUTIME PROFESSIONAL SERVICE | | 93.75 |
| 70959 | 06/21/2018 | Printed | UMPQUA BANK | 2015 REFI BOND | | 11,292.11 |
| 70960 | 06/21/2018 | Printed | VALLEY NETWORK SOLUTIONS INC. | NETCARE FOR JUNE 2018 | | 5,675.00 |
| 70961 | 06/21/2018 | Printed | VALLEY SHREDDING LLC | DOCUMENT DESTRUCTION SERVICE | | 60.00 |
| 70962 | 06/21/2018 | Printed | YASH P. VERMA | PRE EMPLOYMENT PHYSICAL-PD | | 491.00 |
| 70963 | 06/21/2018 | Printed | WASTE MANAGEMENT-USA WASTE | GARBAGE-MAY 2018 | | 112,516.85 |
| 70964 | 07/02/2018 | Printed | AMERICAN AMBULANCE | JULY 2018 PAYMENT | | 114,600.00 |
| 70965 | 07/02/2018 | Printed | NICOLETTE ANDERSEN | LITTLE MERMAID SUPPLIES REIMB | | 109.91 |
| 70966 | 07/02/2018 | Printed | AT&T | TELEPHONE-JUNE 2018 | | 19.83 |
| 70967 | 07/02/2018 | Printed | AT&T | TELEPHONE-JUNE 2018 | | 59.49 |
| 70968 | 07/02/2018 | Printed | BANK OF THE WEST | SURVEILLANCE EQUIPMENT LEASE | | 1,120.17 |
| 70969 | 07/02/2018 | Printed | BANNER PEST CONTROL INC | PEST CONTROL-JUNE 2018 | | 441.00 |
| 70970 | 07/02/2018 | Printed | BENNETT & BENNETT, INC. | MISC IRRIGATION SUPPLIES | | 19.66 |
| 70971 | 07/02/2018 | Printed | JAY WESLEY BROCK/TOP DOG TRAINING | MONTHLY K9 MAINTENANCE | | 180.00 |
| 70972 | 07/02/2018 | Printed | CALIFORNIA WATER SERVICE CO | WATER SERVICE APPLICATION FOR NEW POLICE STATION | PDSA | 525.00 |
| 70973 | 07/02/2018 | Printed | CDCE INCORPORATED | MDT MONTHLY LEASE-PD | | 4,135.00 |
| 70974 | 07/02/2018 | Printed | CENTRAL VALLEY LOCK & SAFE | NEW KEYS FOR PARK RESTROOMS | | 535.79 |
| 70975 | 07/02/2018 | Printed | CENTRAL VALLEY TOXICOLOGY INC. | DRUG TESTING CS# 18-1601 | | 99.00 |
| 70976 | 07/02/2018 | Printed | CINTAS CORPORATION NO. 2 | LINEN/UNIFORM SERVICE-JUN 18 | | 145.63 |
| 70977 | 07/02/2018 | Printed | CISCO SYSTEMS CAPTIAL CRP | LEASE-PHONE SYSTEM/BACKUP 5/15-7/14/18 | | 6,724.11 |
| 70978 | 07/02/2018 | Printed | CITY OF SELMA CITY HALL | REPLENISH PETTY CASH | | 185.82 |
| 70979 | 07/02/2018 | Printed | COSTANZO & ASSOCIATES | MAY 2018 LEGAL FEES | | 16,175.82 |
| 70980 | 07/02/2018 | Printed | COUNTY OF FRESNO AUDITOR- | LAFCO BUDGET 2018/2019 | | 4,681.03 |
| 70981 | 07/02/2018 | Printed | CPCA | MEMBERSHIP RENEWAL | | 145.00 |
| 70982 | 07/02/2018 | Printed | DATA PATH INC. | CISCO SMARTNET RENEWALS | | 3,180.48 |
| 70983 | 07/02/2018 | Printed | DEPARTMENT OF JUSTICE | BLOOD ALCOHOL ANALYSIS-MAY 18 | | 1,129.00 |
| 70984 | 07/02/2018 | Printed | FRESNO-MADERA AAA | SENIOR MEALS | | 1,358.28 |
| 70985 | 07/02/2018 | Printed | PHILIP C GRIJALVA | LITTLE MERMAID DECALS | | 45.00 |
| 70986 | 07/02/2018 | Printed | HEALTHEDGE ADMINISTRATORS INC. | DENTAL 6/13/18 | | 1,532.90 |
| 70987 | 07/02/2018 | Printed | HEALTHEDGE ADMINISTRATORS INC. | DENTAL 6/20/18 | | 2,611.70 |
| 70988 | 07/02/2018 | Printed | HEWLETT-PACKARD FINANCIAL | LEASES | | 2,463.24 |
| 70989 | 07/02/2018 | Printed | KIMBERLY HOUSTON | LITTLE MERMAID PROPS REIMB | | 36.72 |
| 70990 | 07/02/2018 | Printed | HUB INTERNATIONAL INSURANCE | INS FOR PIONEER VILLAGE EVENTS | R | 651.41 |
| 70991 | 07/02/2018 | Printed | INTERNATIONAL COATINGS COMPANY | STREET PAINT | | 8,143.77 |
| 70992 | 07/02/2018 | Printed | JAM SERVICES, INC. | 12" RED LED SIGNAL LIGHTS | | 121.49 |
| 70993 | 07/02/2018 | Printed | JOHNSON CONTROLS SECURITY | ALARM SERVICES 7/1/18-9/30/18 | | 2,926.67 |
| 70994 | 07/02/2018 | Printed | JORGENSEN & COMPANY | FIRE EXTINGUISHER MAINT-SC | | 142.30 |
| 70995 | 07/02/2018 | Printed | JEFF KESTLY | MEDICAL PREMIUM REIMB JUL 18 | | 164.16 |
| 70996 | 07/02/2018 | Printed | LEAGUE OF CALIFORNIA CITIES | DIVISION MEETING FEE | | 75.00 |
| 70997 | 07/02/2018 | Printed | LIEBERT, CASSIDY, WHITMORE INC | PERSONNEL ISSUE ATTORNEY FEE | | 245.00 |
| 70998 | 07/02/2018 | Printed | STEVEN MCINTIRE | MEDICAL PREMIUM REIMB JUL 18 | | 1,278.89 |
| 70999 | 07/02/2018 | Printed | NELSON'S PAINTING | ART CENTER PAINTING | | 9,500.00 |
| 71000 | 07/02/2018 | Printed | NHA ADVISORS | 2017 BOND REPORTING | | 3,760.42 |
| 71001 | 07/02/2018 | Printed | OFFICE DEPOT, INC. | OFFICE SUPPLIES | | 384.67 |
| 71002 | 07/02/2018 | Printed | MADISEN PADILLA | LITTLE MERMAID PROPS REIMB | | 134.29 |

CHECK REGISTER REPORT

| CHECK NUMBER | CHECK DATE | STATUS | VENDOR NAME | CHECK DESCRIPTION | CATEGORY | AMOUNT |
|-----------------|---------------|---------|--------------------------------|------------------------------------|----------|---------------------|
| 71003 | 07/02/2018 | Printed | MATTHEW PETERS | GYM MEMBERSHIP REIMBURSEMENT | | 129.00 |
| 71004 | 07/02/2018 | Printed | PG&E | UTILITIES-JUNE 2018 | | 18,469.33 |
| 71005 | 07/02/2018 | Printed | PURCHASE POWER | POSTAGE REFILL | | 954.50 |
| 71006 | 07/02/2018 | Printed | QUILL CORPORATION | OFFICE SUPPLIES | | 101.93 |
| 71007 | 07/02/2018 | Printed | SACRAMENTO METROPOLITAN FIRE | GEMT ADMIN FEE 16/17 | | 3,633.37 |
| 71008 | 07/02/2018 | Printed | SECOND CHANCE ANIMAL SHELTER | MONTHLY SUPPORT PAYMENT | | 6,978.00 |
| 71009 | 07/02/2018 | Printed | SELMA BANDIT CHEER | KAISER GRANT-SAL LEAGUE | G | 75.00 |
| 71010 | 07/02/2018 | Printed | STERICYCLE, INC. | SERI-SAFE OSHA COMPLIANCE-JUL | | 157.48 |
| 71011 | 07/02/2018 | Printed | STOP STICK | STOP STICK 9' KITS | | 1,850.26 |
| 71012 | 07/02/2018 | Printed | SUPERIOR VISION INSURANCE INC | VISION INSURANCE PREM-JUL 18 | | 1,604.46 |
| 71013 | 07/02/2018 | Printed | THE CRISCOM COMPANY | POLICE/SEWER INFRASTRUCTURE JUL 18 | | 4,500.00 |
| 71014 | 07/02/2018 | Printed | THE OFFICE CITY | OFFICE SUPPLIES | | 278.01 |
| 71015 | 07/02/2018 | Printed | TULARE CO JAIL INDUSTRIES | SURVEILLANCE SIGNS | | 2,801.50 |
| 71016 | 07/02/2018 | Printed | U.S. BANCORP EQUIPMENT FINANCE | COPY MACHINE LEASE-JULY 18 | | 1,063.70 |
| TOTAL | | | | | | 1,148,359.61 |

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

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

July 16, 2018

ITEM NO:

2.

SUBJECT: Consideration of a Resolution approving a request for a fee waiver for the Selma Chamber of Commerce's Party Arty event.

DISCUSSION: The Selma Chamber of Commerce has submitted a request to waive fees associated with the Party Arty Event.

Fees associated with this event include Special Events Permit, Sound Permit, Street Closure Permit, and barricades which total \$268.

This event will take place on August 30, 2018 and will take place on Second Street and Tucker Street.

The fee waiver serves a public purpose by allowing local businesses and community groups including the Chamber, The Dancing School, Centro de Folklor, Kratos Music Center, and the Selma Art Center, to celebrate the arts and culture, and showcase themselves to the City's residents and those from neighboring communities. Further, the Party Arty event aims to bring many residents and individuals from neighboring communities to the City's downtown, thereby serving as a vehicle to bring additional revenue to the City. The Party Arty event is also a means by which the City can showcase its downtown area.

RECOMMENDATION: Consider request from the Selma District Chamber of Commerce to Waive fees for Party Arty event.

/s/ Henry Perea

Henry Perea, Interim City Manager

07/13/18

Date

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR
A FEE WAIVER FOR THE SELMA CHAMBER OF
COMMERCE'S PARTY ARTY EVENT**

WHEREAS, the Selma District Chamber of Commerce ("Chamber") requested that the City Council waive fees associated with its Party Arty event to be held on August 30, 2018; and

WHEREAS, the total fees associated with the Party Arty event are Two Hundred Sixty-Eight Dollars (\$268.00), which includes the fees for the special events permit, sound permit, street closure permit and barricades, but excludes the cost of staff time; and

WHEREAS, the total amount the Chamber is requesting the City Council to waive is Two Hundred Sixty-Eight Dollars (\$268.00); and

WHEREAS, while the City is proposing to waive certain fees associated with the Party Arty event, the Chamber is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the Chamber 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 it allows local businesses and community groups including the Chamber, The Dancing School, Centro de Folklor, Kratos Music Center, and the Selma Art Center, to celebrate the arts and culture, and showcase themselves to the City's residents, and those from neighboring communities. Further, the Party Arty event aims to attract many residents and individuals from neighboring communities to the City's downtown, thereby serving as a vehicle to bring additional revenue to the City. The Party Arty 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:**

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

SECTION 2. The Chamber 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 it allows local businesses and community groups including the Chamber, The Dancing School, Centro de Folklor, Kratos Music Center, and the Selma Art Center, to celebrate the arts and culture, and showcase themselves to the City's residents and those from neighboring communities. Further, the Party Arty event aims to bring many residents and individuals from neighboring communities to the City's downtown, thereby serving as a vehicle

to bring additional revenue to the City. The Party Arty event is also a means by which the City can showcase its downtown area.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Party Arty event in the amount of Two Hundred Sixty-Eight Dollars (\$268.00).

SECTION 4. The Chamber shall comply with the City's Municipal Code during the Party Arty 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.

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.

SECTION 6. 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 16th day of July, 2018, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Jim Avalos, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

July 16, 2018

ITEM NO:

3.

SUBJECT:

Consideration of a Resolution approving a request for a fee waiver for the Selma Farmers Market.

DISCUSSION: BizFit has submitted a request to waive fees associated with the upcoming Farmer's Market events.

Fees associated with each event date include Special Events Permit, Sound Permit, Street Closure Permit, and barricades which total \$268. For all three dates, the fees equate to \$804.

The events are scheduled for July 17, 2018; August 21, 2018; and September 11, 2018.

The fee waiver serves a public purpose in that it provides local vendors an opportunity to sell and showcase their products in the City. Further, the Farmers Market aims to bring many residents and individuals from neighboring communities to the City's downtown, thereby serving as a vehicle to bring additional revenue to the City. The Farmers Market is also a means by which the City can showcase its downtown area.

RECOMMENDATION:

Consider request from BizFit to Waive fees for the Farmers Market events.

/s/ Henry Perea

Henry Perea, Interim City Manager

07/13/18

Date

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FROM BIZFIT FOR A FEE WAIVER FOR THE SELMA FARMERS MARKET

WHEREAS, BizFit requested that the City Council waive fees associated with the Selma Farmers Market to be held on July 17, 2018, August 21, 2018 and September 11, 2018; and

WHEREAS, the total fees associated with the Farmers Market are Eight Hundred Four Dollars (\$804.00), which includes the fees for the special events permit, sound permit, street closure permit and barricades, but excludes the cost of staff time. The cost of each individual Farmers Market is Two Hundred Sixty-Eight Dollars (\$268.00); and

WHEREAS, the total amount BizFit is requesting the City Council to waive is Eight Hundred Four Dollars (\$804.00); and

WHEREAS, while the City is proposing to waive certain fees associated with the Farmers Market, BizFit is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, BizFit is a valuable community partner, and the fee waiver serves a public purpose in that it provides local vendors an opportunity to sell and showcase their products in the City. Further, the Farmers Market aims to bring many residents and individuals from neighboring communities to the City's downtown, thereby serving as a vehicle to bring additional revenue to the City. The Farmers Market 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:

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

SECTION 2. BizFit is a valuable community partner, and the fee waiver serves a public purpose in that it provides local vendors an opportunity to sell and showcase their products in the City. Further, the Farmers Market aims to bring many residents and individuals from neighboring communities to the City's downtown, thereby serving as a vehicle to bring additional revenue to the City. The Farmers Market is also a means by which the City can showcase its downtown area.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Farmers Market in the amount of Eight Hundred Four Dollars (\$804.00).

SECTION 4. BizFit shall comply with the City's Municipal Code during the Farmers Market, 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.

SECTION 6. 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 16th day of July, 2018, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Jim Avalos, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

July 16, 2018

ITEM NO: 4.

SUBJECT: Consideration of a Resolution approving a request for a fee waiver for the Selma High School End Zone Club's Concert Fundraiser.

DISCUSSION: The Selma High School End Zone Club has submitted a request to waive fees associated with the upcoming Concert Fundraiser event.

The requested waiver is for the Police Department's Contract Law Enforcement Services which equates to \$1,336.94.

The event is scheduled for July 21, 2018 and will take place at Pioneer Village.

The fee waiver serves a public purpose in that it provides a fundraising opportunity to support the local Selma High School football program. Further, the Concert fundraiser aims to bring many residents and individuals from neighboring communities to the City's Pioneer Village, thereby serving as a vehicle to bring additional revenue to the City. The Concert Fundraiser event is also a means by which the City can showcase its Pioneer Village.

RECOMMENDATION: Consider request from End Zone Club to Waive fees for the Concert Fundraiser.

/s/ Henry Perea
Henry Perea, Interim City Manager

07/13/18
Date

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR THE SELMA HIGH SCHOOL END ZONE CLUB'S CONCERT FUNDRAISER EVENT

WHEREAS, the Selma High School End Zone Club ("End Zone Club") requested that the City Council waive the Police Department's Contract Law Enforcement Services fees associated with its Concert Fundraiser event, to be held on July 21, 2018; and

WHEREAS, the total fees for the Police Department's Contract Law Enforcement Services are One Thousand Three Hundred Thirty-Six Dollars and Ninety-Four Cents (\$1,336.94); and

WHEREAS, the total amount the End Zone Club is requesting the City Council to waive is One Thousand Three Hundred Thirty-Six Dollars and Ninety-Four Cents (\$1,336.94); and

WHEREAS, while the City is proposing to waive certain fees associated with the Concert Fundraiser event, the End Zone Club is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the End Zone Club consistently works with City youth to create, promote and maintain a sense of community pride. The fee waiver serves a public purpose in that it allows a fundraising opportunity to support the Selma High School football program. Further, the concert fundraiser event aims to attract many residents and individuals from neighboring communities to the City's Pioneer Village, thereby serving as a vehicle to bring additional revenue to the City. The Concert fundraiser event is also a means by which the City can showcase its Pioneer Village area.

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

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

SECTION 2. the End Zone Club consistently works with City youth to create, promote and maintain a sense of community pride. The fee waiver serves a public purpose in that it allows a fundraising opportunity to support the Selma High School football program. Further, the concert fundraiser event aims to attract many residents and individuals from neighboring communities to the City's Pioneer Village, thereby serving as a vehicle to bring additional revenue to the City. The Concert fundraiser event is also a means by which the City can showcase its Pioneer Village area.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the concert fundraiser event in the amount of One Thousand Three Hundred Thirty-Six Dollars and Ninety-Four Cents (\$1,336.94).

SECTION 4. The End Zone Club shall comply with the City's Municipal Code during the Concert fundraiser 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.

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.

SECTION 6. 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 16th day of July, 2018, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Jim Avalos, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

July 16, 2018

ITEM NO:

5.

SUBJECT:

Consideration and necessary action of the Agreement between Collins & Schoettler Planning Consultants, Inc. and the City of Selma for Planning Services

DISCUSSION: With the pending retirement of the City's current Associate Planner, the services of a Planning Consultant are needed to create a smooth transition for the future.

The Planning Department is a key component that assist with economic development, implementing state and local regulations, overseeing Planning Commission, and much more. With the current growth rate of the City and multiple City projects currently underway, making sure this department is stable will make sure no project will experience delay.

The consultant will be performing such services as functions described in Government Code Section 65103 and technical and professional work desired by the City Manager, including, but not limited to processing development applications, providing information on planning policies and regulations to the general public, preparing and processing environmental documents and other planning tasks. These tasks will be billed to the rate of \$125.00 for Collins & Schoettler and \$120.00 for 4Creeks, Inc.

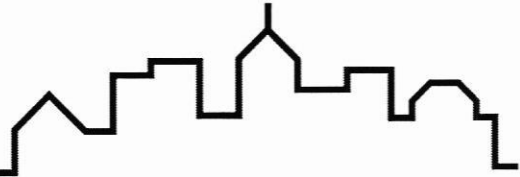
Although this service will be going out to RFP, staff is requested a consultant to be brought on in a temporary basis until the contract is awarded.

| | | |
|---|--|---|
| <u>COST:</u> (Enter cost of item to be purchased in box below) | | <u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE). |
| Collins & Schoettler: \$125.00/hr. 4Creeks: \$120.00/hr. | | |
| <u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund). | | <u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE). |
| Funding Source: General Fund Fund Balance: | | |

RECOMMENDATION: Approve and authorize the agreement for Planning Consultant contract.

| | |
|--------------------------------------|--------|
| /s/ Isaac Moreno | 071318 |
| Isaac Moreno, Assistant City Manager | Date |
| /s/ Henry Perea | 071318 |
| Henry Perea, Interim City Manager | Date |

We _____ and _____
Henry Perea, Interim City Manager Isaac Moreno, Assistant City Manger
do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.



**AGREEMENT WITH CONSULTANT FOR THE
PROVISION OF PLANNING SERVICES**

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018 ("Effective Date"), by and between Collins & Schoettler Planning Consultants, Inc., a California corporation, hereinafter called "Consultant", and the City of Selma hereinafter called "City".

WITNESS:

WHEREAS, the City of Selma is required to provide planning services for its citizens, consistent with Government Code Section 65100; and

WHEREAS, the City has determined that under Section 65101 of the Government Code the functions of the planning agency are to (a) develop and maintain a general plan, (b) develop and maintain a zoning ordinance, (c) prepare environmental documents for projects consistent with the California Environmental Quality Act of 1970, as amended, and (d) perform other functions as the legislative body may request; and

WHEREAS, after appropriate conference and negotiation between Consultant and City, the City desires to engage Consultant to render planning services as allowed in Government Code Section 65100, and

WHEREAS, in order to more effectively serve the planning needs of the City, Collins & Schoettler is retaining the services of 4Creeks, Inc. as a subconsultant. 4Creeks has a staff of planners that will be utilized to serve the City as needed. Collins & Schoettler will retain an agreement with 4Creeks and said agreement may be inspected by the City, if desired. All billing will occur through Collins & Schoettler. The provisions of any subconsulting agreement will comply with the terms of the Agreement with the City; and

WHEREAS, Consultant and City have entered into an Agreement defining the responsibilities of the parties with regard to the work and costs involved in providing said planning services;

NOW, THEREFORE, BE IT AGREED as follows:

1. Employment of Consultant. The City hereby engages Consultant and Consultant hereby agrees to perform all services which are made a part of this Agreement. Such services shall include, but are not limited to, functions described in Government Code Section 65103 and technical and professional work desired by the City Manager, including, but not limited to processing development applications, providing information on planning policies and regulations to the general public, preparing and processing environmental documents and other planning tasks that the Consultant and City Manager agree upon. It is further agreed that in all matters pertinent to planning services to the City, the Consultant shall not act in any capacity as Consultant to, representative of, or agent of any private party, nonprofit organization, or other public agency conducting business within the City's sphere of influence or which would be in conflict with the City.

2. Meetings to be Attended. Consultant shall attend such meetings with City Staff, City Council, Planning Commission and/or other resource persons as will be necessary to complete the Consultant's obligations under this Agreement.

3. Time of Performance. This contract shall become effective on the Effective Date, and may be renewed as agreed upon by the City and Consultant.

4. Compensation. The fee payments shall be paid to the Consultant on a monthly basis. The hourly compensation rate and the hourly service levels for the consultant team are set forth in Exhibit "A", attached hereto and incorporated herein by reference.

5. Responsibility of the City. All information, data, records, and maps as are existing, available and necessary for carrying out the work as specified herein shall be furnished to the Consultant without charge by City. City shall be responsible for making staff assistance available to the Consultant during the course of this Agreement; shall assist the Consultant in collecting information; shall promptly review Consultant's work prior to public release or publication; shall arrange for all such meetings and study sessions as may be in judgment of the City necessary to carry out this Agreement; and shall assume full responsibility for all liaison that may be required with the City Council, Planning Commission or with other interested parties.

6. Termination. The City or Consultant may terminate this Agreement upon thirty (30) calendar days written notice.

7. Modification. No alterations or variations of terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

8. Independent Contractor.

(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.

9. Hold Harmless.

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

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely

negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

10. Insurance. Consultant shall carry insurance as set forth in Exhibit B, attached hereto and incorporated herein by reference.

11. Subconsultants. 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.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, and any written contract between Consultant and such subconsultant shall include an 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.

12. Other Services. Consultant can make available other types of planning related services to the City upon written request. The fee for said services shall be negotiated.

13. Successions. This agreement shall be binding on the successions and assigns of the parties but it shall not be assigned by the Consultant without the prior written consent of the City.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the Effective Date.

"CITY"
City of Selma

"CONSULTANT"
Collins & Schoettler Planning Consultants,
Inc.

By: _____
Jim Avalos, Mayor

By: _____
NAME, TITLE

Attest:

By: _____

Reyna Rivera, City Clerk

Approved as to form:

By: _____
Bianca Sparks Rojas, Special Counsel

Exhibit "A"

Consultant Team Planning and Support Fees: July 2018 – July 2019:

Collins & Schoettler

Senior Planner: \$125.00 per hour

Travel: Billed one-way

4Creeks, Inc.

Planner I: \$90/hour

Planner II: \$105/hour

Planner III: \$120/hour

Planner IV: \$140/hour

EXHIBIT B

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.

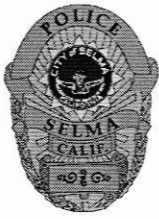
Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees 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.



Selma Police Department

POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE

(6/11/18 – 7/12/18)

Crime Trends

- During the period noted, the city suffered its second homicide of the year. On the morning of July 1, a 21yr old male adult was shot as he sat in a vehicle in front of a house in the 2700 block of Pine Street, the house where the mother of his children reside. There were also several calls of "shots fired" (details to follow below) during this time frame where one person sustained a single wound to the leg, and no one was injured in the other calls. Despite this spike in gun related events, overall crime fell 26.1%. Reported violent crime fell from sixteen (16) reported crimes to ten (10) over this four-week period. Aggravated assault fell by 46% (8 vs 15) during this period. Property crime fell 23.5% (52 vs 68), with auto theft dropping 36% (12 vs 19).

SIGNIFICANT CALLS FOR SERVICE

- On 6/17/18, at approximately 2:15am, units were dispatched to B and Stillman for a report of shots fired in the area. During the investigation, it was determined that a 33yr old male subject was shot in the right thigh area. The wound appeared to have entered the back of his thigh and exited the front. The victim states he has no affiliation with gangs but was at a house where known gang affiliates reside. The residence just installed video surveillance but no one at the house was aware how to operate it or if it was recording.
- On 06/21/18, at approximately 1:25am, officers were dispatched to 3057 Thompson Street, in regards to shots fired. Upon arrival, officers located several .40 caliber shell casings in the roadway. Officers contacted the residents at this location and no one was found to be injured. There was a single gunshot to the front window of the residence and a single gunshot located to the front driver's side window of a vehicle parked directly in front of this residence. There is no suspect or vehicle information. Witnesses only heard gunshots. Officers were able to obtain video footage from a nearby neighbor however, the video is not clear. The vehicle is possibly a silver sedan.
- On 6/25/18, at approximately 8:20pm, officers were dispatched to 2209 Mitchell Ave to a 911 call at the address. Residents told officers a family member had a handgun and was threatening to shoot them. Upon their arrival, officers encountered two male residents that were leaving the house. They stated there was a woman and her child inside of the house in addition to the subject with the gun, a 17 year old male. Contact was made with the woman by telephone who stated she had locked herself within the garage with her daughter and they were making efforts to open the roll-up garage door. She eventually got the door opened with the assistance of officers and the two were able to get away unharmed. Residents that had vacated the house stated the only other occupant was the 17yr old. With the house surrounded, the subject was called out with the PA on one of the units. He came out unarmed



Selma Police Department

and surrendering himself to officers. He refused to reveal where he had hidden the weapon and it was not located, however, a magazine was recovered in addition to a live .40 cal. round and a spent shell casing he had in his pocket.

- On 7/8/18, at approximately 12:20pm, a Community Service Officer was dispatched to 1675 Nelson Blvd. #501 for a residential burglary. The point of entry was the rear sliding glass door. The door had been pried open. Taken were two long guns, one AR-15 assault rifle and one SKS (not loaded; however, ammo too is missing. The occupants had been gone for two days and were not able to determine when the break in had occurred.
- On 7/8/18-18, at approximately 3:48am, Officers responded to a traffic collision involving a vehicle into a residence at 2762 Rose Avenue. Upon arriving, Officers located a 1997 Chevrolet Truck (CA Plate #5S61372) that had crashed into the garage of the residence. The truck had struck a vehicle parked in the driveway, causing major damage and had struck the garage of the residence, causing major structural damage. The driver had fled the scene and after a brief search, was located hiding in a bedroom of a nearby residence. He was taken into custody without any further incidents. A call for service was made for Code Enforcement to inspect the damage to the residence.

Personnel

- Please see attached Personnel Status Report

Special Events

- Our next BBNBTL event is scheduled for Saturday, August 25th, at Ringo Park, and will once again be hosted by multiple faith-based organizations from the area.

SELMA POLICE DEPARTMENT PERSONNEL STATUS REPORT

Status as of: 7-12-18

| Job Class | Status | | | Male | | | | Female | | | | Total |
|--------------|-----------|----------|-----------|-----------|-----------|----------|---|----------|----------|----|---|-----------|
| | Auth | Vac | Filled | W | H | AA | O | W | H | AA | O | |
| Chief | 1 | 0 | 1 | 1 | | | | | | | | 1 |
| Lieutenant | 2 | 0 | 2 | 1 | | | | 1 | | | | 2 |
| Sergeant | 5 | 0 | 5 | 2 | 3 | | | | | | | 5 |
| Officer | 27 | 5 | 22 | 5 | 13 | 2 | | 1 | 1 | | | 22 |
| ESD | 7 | 2 | 5 | 1 | | | | 1 | 3 | | | 5 |
| CSO | 2 | 0 | 2 | | 1 | | | | 1 | | | 2 |
| Records | 2 | 0 | 2 | | | | | 1 | 1 | | | 2 |
| Property | 1 | 0 | 1 | | | | | 1 | | | | 1 |
| TOTAL | 47 | 6 | 40 | 10 | 17 | 2 | | 5 | 6 | | | 40 |

| KEY |
|---|
| <u>ESD</u> =Emergency Services Dispatcher |
| <u>CSO</u> =Community Service Officer |
| W=Caucasian |
| H=Hispanic |
| AA=African American |
| O=Other |

Recruitment Status:

Officer: One (1) Conditional Offer of Employment issued earlier this week. Three (3) background investigations underway, completion expected within two weeks. One (1) Police Academy Cadet began training on June 9th. Estimated completion of Academy training, December 2018. One trainee resigned to pursue a career in nursing. Eight (8) candidates were interviewed on 7/10/18.

ESD: A conditional offer of employment was issued on 7/12/18. Two (2) background investigations have been completed.