

**CITY OF SELMA  
REGULAR COUNCIL MEETING  
CLOSED SESSION  
April 15, 2019**

1.a.

The special meeting of the Selma City Council was called to order at 5:01 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were Assistant City Attorney Casso, City Manager Gallavan, Assistant City Manager Moreno, and interested citizens.

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

**CLOSED SESSION:** At 5:02 p.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

**CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):  
One potential case

**CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):  
One Potential Case

**CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6:

Agency Negotiators:	Teresa Gallavan, City Manager James M. Casso, Assistant City Attorney
Employee Organization:	Miscellaneous Mid-Management Employees

**CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6:

Agency Negotiators:	Teresa Gallavan, City Manager James M. Casso, Assistant City Attorney
Employee Organization:	Public Works and Transit Maintenance Employees

**CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6:

Agency Negotiators:	Teresa Gallavan, City Manager James M. Casso, Assistant City Attorney
Employee Organization:	Secretarial Technical Clerical Association

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

Assistant City Attorney Casso reported that the City Council recessed into closed session regarding the items described above; however, the three labor negotiations items were not discussed. He stated that the three negotiation items would be discussed at a future meeting. He further stated that regarding the two anticipated litigation items, there was no reportable action to report.

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

Respectfully submitted,

Reyna Rivera  
City Clerk

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Scott Robertson  
Mayor of the City of Selma



**CITY OF SELMA  
COUNCIL REGULAR MEETING  
April 15, 2019**

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

Also present were Assistant City Attorney Casso, Assistant City Manager Moreno, City Manager Gallavan, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Garner, Acting Public Works Director Ferrell, the press and interested citizens.

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

**INVOCATION:** Chaplain Dale Leamon, Adventist Medical Center-Selma led the invocation.

**POLICE DEPARTMENT INTRODUCTION AND SWEARING-IN CEREMONY:**

Police Chief Garner stepped forward to introduce Police Officer Daniel Battenfield, Police Officer Jonathan Chacon, Police Officer Paul Dereck Esquibel, Police Officer Humberto Salas, Reserve Police Officer Christian Cano, Police Dispatcher Ryan Eymil, and Police Dispatcher Krystle Richmond.

Police Chief Garner invited family members to step forward to do the badge pinning. City Clerk Rivera then administered the Oath of Office to the police department employees.

**RECESS:** At 6:24 p.m., Mayor Robertson called for a short break in the meeting. The meeting then reconvened at 6:40 p.m.

**Special Presentation:** Mr. Richard Harmon, Senior Director for Townsend Public Affairs, Inc. stepped forward to discuss and present a power point presentation regarding current grant writing projects for the City of Selma.

**CONSENT CALENDAR:** Council member Guerra requested that agenda item 1.g., be pulled for further discussion. Motion to approve the remainder of the Consent Calendar as read was made by Council member Avalos and seconded by Council member Guerra. The motion was carried with the following vote:

AYES:	Avalos, Guerra, Trujillo, Franco, Robertson
NOES:	None
ABSTAIN:	None
ABSENT:	None

1. a. Approved      Consideration of the minutes of the March 28, 2019, Council Meeting.
- b.    Approved      Consideration of the minutes of the April 1, 2019, Council Meeting.

- c. Approved Consideration of Notice of Completion for Floral Avenue Reconstruction Project 2018.
- d. Approved Consideration of the purchase of extrication equipment for the Fire Department.
- e. Approved Consideration of a Letter of Authorization for the CalRecycle Household Hazardous Waste Grant Program.
- f. 2019-13R Consideration of Resolution authorizing the City Manager to submit an application for Measure C Transit Oriented Infrastructure for In-Fill Development (TOD) Program Grant Funds Cycle VII to the Fresno Council of Governments.
- g. Pulled Consideration of the check register dated April 8, 2019.

**AGENDA ITEM 1.g. CONSIDERATION OF THE CHECK REGISTER DATED APRIL 8, 2019:** After discussion, motion to approve CHECK REGISTER DATED APRIL 8, 2019 was made by Council member Guerra and seconded by Mayor Robertson. Motion carried with the following vote:

AYES: Guerra, Robertson, Avalos, Trujillo, Franco  
NOES: None  
ABSTAIN: None  
ABSENT: None

- 2. Approved Consideration of a Professional Services Agreement with Rincon Consultants, Inc. for Planning Services to Amend the City's General Plan, Zoning Code, and Land Use Map for State Housing and Community Development Department Compliance

City Manager Gallavan reported on the matter for Council.

Mr. Eric VonBerg, representing Rincon Consultants, Inc., stepped forward to discuss the timeline.

After discussion, motion was made by Council member Avalos and seconded by Council member Guerra to authorize the City Manager to execute a professional services agreement with Rincon Consultants, Inc. for Planning Services to Amend the City's General Plan, Zoning Code, and Land Use Map for State Housing and Community Development Department Compliance in an amount not to exceed \$67,411. Motion was carried by the following vote:

AYES: Avalos, Guerra, Trujillo, Franco, Robertson  
NOES: None  
ABSTAIN: None  
ABSENT: None

3. 2019-13R Consideration of the Award of Construction Contract to Katch Environmental Inc. for the Police Station Project in the amount of \$8,322,577

City Manager Gallavan advised that staff would be providing a PowerPoint presentation on the project. She then requested that Assistant City Manager Moreno step forward to discuss the project funding sources.

Assistant City Manager Moreno stepped forward and presented a PowerPoint presentation regarding the Police Station project and discussed the funding sources, which included the State Appropriation Fund, Measure P fund, Ambulance Services fund, and Measure S fund.

Mr. Roy Magdaleno, Senior Construction Manager, Vanir Construction Management Inc., stepped forward to discuss the bid process and award of the Police Station project.

Mr. Paul Katchadourian, Katch Environmental Inc., stepped forward at the request of Council to answer various questions regarding the project.

Police Chief Garner stepped forward to discuss the proposed station, which would include expanded Detective (Investigations) workspace, larger locker room area to accommodate more personnel, improved "Sally Port" area for officer protection, expanded property/evidence room, Community/Training room also Emergency Operations Center (EOC), expanded Communication Center (allowing for regional dispatching capabilities), and additional area for public counter and records.

Mayor Robertson opened the matter up for public comment.

Public input was received from Ms. Yolanda Torrez, Mrs. Leslie Nelson, Mr. Don Nelson, Mr. Gabriel Garcia, Mr. Mark Medina, Mr. Frank Hernandez, Ms. Theresa Herrera, Ms. Rosemary Alanis, Ms. Theresa Salas, Mr. Ryan Hall, Ms. Kimberly Hugh, Ms. Daniele Guerra, Pastor Joe Alvarez, Ms. Alice Barcellos, Mr. Fernando Montemayor, and Mr. Chris Ambrose.

There being no further comments, Mayor Robertson referred the matter back to Council.

After much discussion, motion was made by Mayor Pro Tem Franco and seconded by Council member Avalos to award construction contract to Katch Environmental Inc. for the Police Station Project in the amount of \$8,322,577, which is the bid amount for the Project and add-on alternates one and five, and 2) Encumber \$3,015,582 from the Ambulance Services Fund and Measure S to the Project in case other funding sources do not become available.

After further Council discussion and clarification from Assistant City Attorney Casso, motion on the floor was confirmed to approve RESOLUTION NO. 2019-14R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AWARDING A CONSTRUCTION CONTRACT TO KATCH ENVIRONMENTAL,

INC. IN THE AMOUNT OF \$8,322,577.00, FOR THE POLICE STATION PROJECT, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME, which awards construction contract to Katch Environmental Inc. for the Police Station Project in the amount of \$8,322,577, which is the bid amount for the Project and add-on alternates one and five, and 2) Encumbers \$3,015,582 from the Ambulance Services Fund and Measure S to the Project in case other funding sources do not become available. Motion carried with the following vote:

AYES: Franco, Avalos, Trujillo  
NOES: Guerra, Robertson  
ABSTAIN: None  
ABSENT: None

**DEPARTMENT REPORTS:** City Manager Gallavan reported on the progress of the planning project list and upcoming Council items.

Assistant City Manager Moreno reminded Council of the upcoming special meeting set for April 23, 2019.

Fire Chief Petersen provided an update on the new fire truck.

Police Chief Garner reported on the recent Bringing Broken Neighborhoods Back to Life event and the Sikh parade.

Community Services Director Kirchner reported on the recent Community Wide Clean up and thanked the volunteers for their assistance.

**COUNCIL REPORTS:** Council member Trujillo reported on attending the recent Sikh parade.

Council member Guerra reported on attending the League of Cities general membership meeting, Girls' Softball League ending ceremonies and the Sikh parade.

Council member Avalos reported on attending the recent Selma Kingsburg Fowler County Sanitation ("SKF") District meeting and the Sikh parade. He updated Council on the McCall Avenue sewer project and discussed the upcoming SKF budget meeting.

Mayor Pro Tem Franco requested that staff contact Consolidated Irrigation District to report the debris near the canals. He then reported on attending the recent Bringing Broken Neighborhoods Back to Life event and discussed a recent meeting with Senator Hurtado.

Mayor Robertson reported on attending the recent Sikh parade, League of Cities general membership meeting, CalVans meeting, meeting with County Board of Supervisor Mendes, and volunteering at Second Chance Animal Shelter. He inquired about PG&E rates and requested more information regarding rates.

**ORAL COMMUNICATIONS:** Pastor Marty Lynch and Pastor Joe Alvarez stepped forward to invite Council to the upcoming National Day of Prayer.

Ms. Leslie Nelson stepped forward to discuss the recent Community Wide Clean up and thanked the Fire department for their contributions.

Mrs. Rose Robertson stepped forward to inquire about the previous Council requested projects spreadsheet.

Mr. Kealoha Kaolelopono stepped forward to thank Council for the swearing-in ceremony and discussed the Bringing Broken Neighborhoods Back to Life program.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 9:07 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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Scott Robertson  
Mayor of the City of Selma

**CITY OF SELMA  
SPECIAL COUNCIL MEETING  
April 23, 2019**

The special meeting of the Selma City Council was called to order at 9:01 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were Assistant City Attorney Casso, Assistant City Manager Moreno, City Manager Gallavan, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Garner, Acting Public Works Director Ferrell, the press and interested citizens. The notice for this meeting was duly posted in a location visible at all times by the general public twenty-four hours prior to this meeting.

**CLOSED SESSION:** At 9:02 a.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

**CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6:

Agency Negotiators:	Teresa Gallavan, City Manager James M. Casso, Assistant City Attorney
Employee Organization:	Miscellaneous Mid-Management Employees

**CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6:

Agency Negotiators:	Teresa Gallavan, City Manager James M. Casso, Assistant City Attorney
Employee Organization:	Public Works and Transit Maintenance Employees

**CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6:

Agency Negotiators:	Teresa Gallavan, City Manager James M. Casso, Assistant City Attorney
Employee Organization:	Secretarial Technical Clerical Association

Mayor Robertson reconvened the meeting from closed session at 9:35 a.m.

Assistant City Attorney Casso reported that the City Council recessed into closed session regarding the items described above and stated that there was reportable action to report.

1.     Approved     Consideration of Amendment No. 1 to the Joint Powers Agreement for Housing and Community Development Program for 2018-19, 2019-20 and 2020-21.

After discussion, motion to approve AMENDMENT NO. 1 TO THE JOINT POWERS AGREEMENT FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAM FOR 2018-19, 2019-20, 2020-21 AND AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS was made by Council member Avalos and seconded by Council member Trujillo. Motion carried with the following vote:

AYES: Avalos, Trujillo, Guerra, Franco, Robertson  
NOES: None  
ABSTAIN: None  
ABSENT: None

2. Approved Consideration of the term-only extension amendments for the Medi-Cal Managed Care Rate Range State Intergovernmental Transfer (IGT) to benefit the City of Selma and authorize the City Manager to execute.

After discussion, motion to approve the TERM-ONLY EXTENSION AMENDMENTS FOR THE MEDI-CAL MANAGED CARE RATE RANGE STATE INTERGOVERNMENTAL TRANSFER (IGT) TO BENEFIT THE CITY OF SELMA AND AUTHORIZE THE CITY MANAGER TO EXECUTE was made by Mayor Pro Tem Franco and seconded by Council member Avalos. Motion carried with the following vote:

AYES: Franco, Avalos, Guerra, Trujillo, Robertson  
NOES: None  
ABSTAIN: None  
ABSENT: None

**CITY COUNCIL DISCUSSION REGARDING REVIEW OF RESULTS OF GOAL SETTING SESSION:** City Manager Gallavan presented a PowerPoint presentation regarding the Goal Setting Session Results for Council. She discussed that the session assisted with the planning of the upcoming fiscal year budget, and provided the two areas that each Council member prioritized. She reported that public safety and economic development were Council's top two focus areas, with community development and community culture being the next prioritized areas for Council. She then discussed the goals that Council outlined for the priority focus areas.

After much discussion, Council thanked City Manager Gallavan for the information.

**STAFF PRESENTATION AND CITY COUNCIL DISCUSSION OF PRELIMINARY 2019-2020 FISCAL YEAR BUDGET:** Assistant City Manager Moreno presented a PowerPoint presentation regarding the summary of the fiscal year 2017-18 Financial Audit,



CalPERS Risk Pool Funded Ratio and Outstanding Unfunded Accrued Liability ("UAL") and UAL Amortization Change; 10-year financial forecast which included projections on sales tax, taxes and franchise fees, department revenues and expenditures, and overall operation and maintenance average increases. He also provided proposed fiscal policies for Council consideration that entailed annual budget allocations to the UAL and or 115 Trust Account in an effort to reduce the outstanding liability; Reserve Policies for Internal and Enterprise Funds; and annual budget allocations to Capital Improvement Plan Fund or Equipment Replacement Fund.

**RECESS:** At this point in the meeting, Mayor Robertson recessed the meeting at 10:40 a.m. and reconvened at 10:48 a.m.

Assistant City Manager Moreno then began his presentation regarding the preliminary budget for the fiscal year 2019-20. He discussed the revenues and expenditures for each department and the variances from the current budget to the proposed budget.

**RECESS:** Mayor Robertson recessed the meeting at 12:23 p.m. and reconvened at 1:05 p.m.

At this point in the meeting, there was much discussion regarding the proposed budget, including consensus from Council to discuss proposed fiscal policies; and provide analysis for additional staffing to fire and engineering departments.

Mrs. Rose Robertson stepped forward to inquire on the upcoming retail convention.

After further discussion, staff thanked Council for their input and direction and established the next budget meeting session for Tuesday, May 28, 2019, at 9:00 a.m.

#### **CITY COUNCIL DISCUSSION REGARDING ECONOMIC DEVELOPMENT**

**INCENTIVES:** City Manager Gallavan provided a PowerPoint presentation discussing various types of economic development incentives for consideration.

There was much discussion regarding a downtown economic development zone, beautification to Second Street, encourage second story mix use, deferred fees, and reimbursement for renovation.

City Manager Gallavan thanked Council for the direction and would bring the matter back at a future meeting.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 2:24 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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Scott Robertson  
Mayor of the City of Selma



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

May 6, 2019

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**ITEM NO:**

1.c.

**SUBJECT:**

Consideration of a Resolution Approving the Project List for Senate Bill (SB) 1 Funding for FY 2019/20

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**BACKGROUND:** On April 28, 2017, the Governor signed Senate Bill (SB) 1 to address basic road maintenance, rehabilitation and critical safety needs on the state highway and local road system. SB1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads. Under the provisions of SB1, funds from the Road Maintenance and Rehabilitation Account ("RMRA") may be used for City projects that meet certain criteria and requires that eligible cities submit a list of proposed projects to be funded with these funds pursuant to an adopted city budget.

Cities are allocated RMRA funds based on population, and in order to use the RMRA funds, projects must meet the following qualifications: considered basic road maintenance and road rehabilitation projects, and or critical safety projects.

The City must adopt a list of all projects proposed to receive funding from the RMRA by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

**DISCUSSION:** The projects being submitted for the 2019-2020 funding cycle are:

1. Nebraska Avenue Improvement Project:

Located in Selma on Nebraska Avenue from Highway 43 to Mitchell Avenue, reconstruct the existing 2-lane rural roadway including widening the westbound roadway to the ultimate width, providing enhanced access in and out of downtown Selma and congestion relief at the Thompson/Highland intersection.

The Engineer's estimate for this project is \$1,200,000. The estimated useful life of the project is 20-25 years. Estimated completion date is December 2020.

2. Arterial Street Rehabilitation:

Patch longitudinal cracking with Hot Mix Asphalt (HMA) in 4' strips along Arterials and Major Collectors using a 4' wide paving machine. Crack seal all joints and cracks, place Caltrans type II slurry seal.

The Engineer's estimate for this project is \$850,000. The estimated useful life of the project is 20-25 years. Estimated completion date is December 2025.

### 3. Alphabet Streets (A through E) Reconstruction:

Reconstruction of roadway structural sections, replacement of damaged sidewalks, construction of sidewalks to provide a continuous path of travel through neighborhoods, and upgrades to curb ramps to current ADA standards in the Alphabet Streets.

The Engineer's estimate for this project is \$2,000,000. The estimated useful life of the project is 20-25 years. Estimated completion date is December 2025

The projects are scalable depending on the remaining funds available from SB1.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
Cost will depend on scalability of the project and funds available		None
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: SBI- Road Maintenance and Rehab		None

**RECOMMENDATION:**

Adopt the Resolution approving the project list for SB 1 funding for Fiscal Year 2019/20.

/s/

Isaac Moreno, Assistant City Manager

05/02/19

Date \_\_\_\_\_

/s/

**Teresa Gallavan, City Manager**

05/02/19

Date \_\_\_\_\_

**RESOLUTION NO. 2019- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA  
APPROVING THE PROJECT LIST FOR SENATE BILL (SB) 1 FUNDING FOR  
FISCAL YEAR 2019-2020**

**WHEREAS**, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 was adopted by the State Legislature and signed into law by the Governor in April 2017, in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City is applying for SB1 funding for fiscal year 2019-2020 from the California Transportation Commission for the following proposed project(s):

	<u>Project Location and Description</u>	<u>Estimated Completion Date</u>		<u>Estimated Useful Life</u>
		<u>Pre-Construction</u>	<u>Construction</u>	
1.	Nebraska Avenue Improvement Project: Located in Selma on Nebraska Avenue from Highway 43 to Mitchell Avenue, reconstruct the existing 2-lane rural roadway including widening the westbound roadway to the ultimate width, providing enhanced access in and out of downtown Selma and congestion relief at the Thompson/Highland intersection.	01/2020	05/2020	20-25 Years
2.	Arterial Street Rehabilitation: Patch longitudinal cracking with Hot Mix Asphalt (HMA) in 4’ strips along Arterials and Major Collectors using a 4’ wide paving machine. Crack seal all joints and cracks, place Caltrans type II slurry seal over entire road width and restripe.	01/2020	05/2020	20-25 Years
3.	Alphabet Streets (A through E) Reconstruction Project: Reconstruction of roadway structural sections, replacement of damaged sidewalks, construction of sidewalks to provide a continuous path of travel through neighborhoods, and upgrades to curb ramps to current ADA standards in the Alphabet Streets.	01/2020	08/2020	20-25 Years

and

**WHEREAS**, the City, will receive an estimated \$409,521 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure, will have significant benefits statewide.

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

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

**SECTION 2.** The City Council hereby approves the following project list for SB 1 funding for Fiscal Year 2019-20, and directs that it be sent to the California Transportation Commission.

	<u>Project Location and Description</u>	<u>Estimated Completion Date</u>		
		<u>Pre-Construction</u>	<u>Construction</u>	<u>Estimated Useful Life</u>
1.	Nebraska Avenue Improvement Project: Rehabilitate and widen roadway from 2-lane rural roadway to a 4-lane arterial with bike lanes and sidewalks.	01/2020	05/2020	20-25 Years
2.	Arterial Street Rehabilitation: Patch longitudinal cracking with Hot Mix Asphalt (HMA) in 4' strips along Arterials and Major Collectors using a 4' wide paving machine. Crack seal all joints and cracks, place Caltrans type II slurry seal over entire road width and restripe.	01/2020	05/2020	20-25 Years
3.	Alphabet Streets (A through E) Reconstruction Project: Pavement rehabilitation and ADA upgrade of the alphabet streets between Rose and Floral Avenues.	01/2020	08/2020	20-25 Years

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

**SECTION 4.** 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** by the City Council of the City of Selma at a regular meeting this 6th day of May, 2019, by the following vote:

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

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk

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

May 6, 2019

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**ITEM NO:**

1.d.

**SUBJECT:** Adoption of Resolution of the City Council of the City of Selma in Support of a Funding Allocation for Rockwell Pond Park through the 2019-20 State Budget Process.

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**DISCUSSION:** The City is in need of and attempting to secure funding for construction of Rockwell Pond Park Phase I and II. With the assistance of consultants, the City is pursuing a \$4 million request for funding by allocation from the State of California 2019-20 fiscal year budget. Senator Hurtado has expressed her support for the request.

By adopting the attached Resolution, the City Council will be showing the City's support of the Senator and her effort to advocate for funding for the park capital improvement project. The City Council's show of support will assist the legislator and consultants when advocating for the funding allocation.

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**RECOMMENDATION:** Staff recommends Council adopt Resolution No. 2019 - \_\_\_\_ of the City Council of the City of Selma in Support of a Funding Allocation for Rockwell Pond Park in the 2019-20 State Budget.

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Mikal Kirchner, Recreation & Com Services Director

4-30-19

Date



Teresa Gallavan, City Manager

5-1-19

Date

**RESOLUTION NO. 2019 – \_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
IN SUPPORT OF A FUNDING ALLOCATION  
FOR ROCKWELL POND PARK PROJECT THROUGH THE 2019-20 STATE  
BUDGET PROCESS**

**WHEREAS**, the City of Selma is seeking State funding to address development and additional park acreage needs; and

**WHEREAS**, the City of Selma's existing park acreage is insufficient to meet community needs; and

**WHEREAS**, the City has purchased Rockwell Pond and is negotiating with the County of Fresno to purchase 28 acres of land adjacent to Rockwell Pond; and

**WHEREAS**, the City has set aside Park Development Funds to contribute to the purchasing of land; and

**WHEREAS**, funding of the improvements will enable the City of Selma to enhance our Park Acreage per resident from 1.91 acres to 3.02, and

**WHEREAS**, the measurable standard communities try to obtain is 5 acres per resident.

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

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

**Section 2.** That the City of Selma hereby requests funding for the aforementioned necessary Rockwell Pond Park Project through the 2019-20 State Budget Process. The City of Selma further requests the support of the State Legislature and Governor of the State of California in furtherance of this effort.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 6<sup>th</sup> day of May 2019 by the following roll call vote:

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

ATTEST:

\_\_\_\_\_  
Scott Robertson, Mayor of the City of Selma

\_\_\_\_\_  
Reyna Rivera, City Clerk



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

**May 6, 2019**

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**ITEM NO:**

1.e.

**SUBJECT:** Adoption of Resolution of the City Council of the City of Selma in Support of a Funding Allocation for Public Safety, Capital and Infrastructure Improvements through the 2019-20 State Budget Process.

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**DISCUSSION:** The City is in need of and attempting to secure funding for construction of a new Police Station. With the assistance of consultants, the City is pursuing funding by allocation from the State of California Budget. Senator Hurtado has expressed her support for the request.

By adopting the attached Resolution, the City Council provides the City's support of Senator Hurtado and her effort to advocate for funding for the City of Selma and its capital infrastructure improvements. The City Council show of support will assist the legislator and consultants when advancing the funding allocation.

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**RECOMMENDATION:** Staff recommends Council adopt Resolution 2019 - \_\_ of the City Council of the City of Selma in Support of a Funding Allocation for Public Safety, Capital and Infrastructure Improvements through the 2019-20 State Budget Process.

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Teresa Gallavan, City Manager

5-1-19

Date

**RESOLUTION NO. 2019 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA,  
IN SUPPORT OF A FUNDING ALLOCATION  
FOR PUBLIC SAFETY CAPITAL AND INFRASTRUCTURE IMPROVEMENTS  
THROUGH THE 2019-20 STATE BUDGET PROCESS**

**WHEREAS**, the City of Selma is seeking State funding to address the City's public safety capital and infrastructure improvement needs; and

**WHEREAS**, the City of Selma's existing Police Station is insufficient to provide adequate space and facilities for needed personnel and equipment to provide satisfactory public safety services for residents of the City; and

**WHEREAS**, the City has designed a new 11,000 square foot Police Department Facility complete with all required training, evidence storage, dispatch, booking, holding cells and other facilities required or recommended by Peace Officers Standards and Training (POST) and to house associated and necessary equipment; and

**WHEREAS**, the City has secured \$8,000,000 in funding but has a funding shortfall of \$2,800,000 to complete the construction of the proposed new police station; and

**WHEREAS**, the construction of the new Police Department and associated infrastructure improvements at an estimated cost of \$11,000,000 will create local jobs over an extended period of time and will stimulate the regional economy; and

**WHEREAS**, the construction project will be completed with a Professional Labor Agreement providing living-wage jobs and job-training; and

**WHEREAS**, funding of the improvements will enable the City of Selma to more effectively respond to the ramifications of prison realignment (AB109) and the recent passage of Proposition 47, and to provide adequate facilities for the personnel and equipment necessary to provide the appropriate level of public safety services within the City.

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

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

**Section 2.** That the City of Selma hereby requests funding for the aforementioned necessary public safety capital and infrastructure improvement projects through the 2019-20 State Budget Process. The City of Selma further requests the support of the State Legislature and Governor of the State of California in furtherance of this initiative.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 6<sup>th</sup> day of May 2019 by the following roll call vote:

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

ATTEST:

\_\_\_\_\_  
Scott Robertson, Mayor of the City of Selma

\_\_\_\_\_  
Reyna Rivera, City Clerk

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

May 6, 2019

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**ITEM NO:** 1.f.

**SUBJECT:** Adoption of Resolution of the City Council of the City of Selma in Support of a Funding Allocation for Safe and Clean Drinking Water for the Southern Central Valley through the 2019-20 State Budget Process.

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**DISCUSSION:** The City is in need of and attempting to secure funding from the State for the Selma Storm Drain (Storage and Recharge) Project, Rockwell Pond Groundwater Recharge Project, and the Selma Branch Canal Multi-Use Trail. With the assistance of consultants, the City is pursuing a \$3 million request for funding by allocation from the State of California 2019-20 fiscal year budget. Senator Hurtado has expressed her support for the request.

By adopting the attached Resolution, the City Council provides the City's support of Senator Hurtado and her effort to advocate for funding for the City of Selma and its capital infrastructure improvements. The City Council's show of support will assist the legislator and consultants when advancing the funding allocation.


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**RECOMMENDATION:** Staff recommends Council adopt Resolution No. 2019-\_\_ of the City Council of the City of Selma in Support of a Funding Allocation for Safe and Clean Drinking Water for the Southern Central Valley in the 2019-20 State Budget.

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\_\_\_\_\_  
Teresa Gallavan, City Manager

5-1-19  
\_\_\_\_\_  
Date

**RESOLUTION NO. 2019 – \_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
IN SUPPORT OF A FUNDING ALLOCATION  
FOR SAFE AND CLEAN DRINKING WATER FOR THE SOUTHERN CENTRAL  
VALLEY THROUGH THE 2019-20 STATE BUDGET PROCESS**

**WHEREAS**, the City of Selma is seeking State funding to address groundwater recharge and storm drain infrastructure and multi-purpose trail improvement needs; and

**WHEREAS**, the City of Selma, in an agreement with Consolidated Irrigation District (“CID”) is mandated to separate storm water discharge from CID canals; and

**WHEREAS**, the City purchased an 8.75 acre site that is under development as a groundwater recharge and storm water basin to provide capacity for the storm water from the remaining pump stations planned for separation from CID canals; and

**WHEREAS**, the City must build additional storm drain infrastructure improvements in order to convey storm water from the lift stations to the groundwater recharge and storm drain basin; and

**WHEREAS**, the City has secured funding for the first phase of the storm water infrastructure project through a Community Development Block Grant and will construct a storm drain pipeline to separate two lift stations from discharge to CID canals this year, but has a funding shortfall of \$2,200,000 to complete construction of the storm drain infrastructure improvements; and

**WHEREAS**, the City desires to enhance groundwater recharge; and

**WHEREAS**, the City, owns the Rockwell Pond Groundwater Recharge and storm water basin and has prepared a conceptual project to isolate a portion of the basin for full time groundwater recharge; and

**WHEREAS**, the City has a letter of support from CID pledging to supply surface water to provide year around water to the isolated portion of the basin; and

**WHEREAS**, the City has no funding source for the required improvements and requires \$400,000 to complete construction of the basin improvements; and

**WHEREAS**, the City has identified funding sources for construction of a multi-purpose trail, however funding of undergrounding the CID canal is not available with trail funding programs, and

**WHEREAS**, the City has no funding source for the required improvements and requires \$400,000 to complete construction of the canal pipeline to facilitate construction of the multi-purpose trail, and

**WHEREAS**, funding of the improvements will enable the City of Selma to fulfill the commitments of the agreement with CID, provide enhanced groundwater recharge and storm drain infrastructure, and provide the opportunity to enhance the City's trail system.

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

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

**Section 2.** That the City of Selma hereby requests funding of \$3.0 million for the aforementioned necessary infrastructure improvement projects through the 2019-20 State Budget Process. The City of Selma further requests the support of the State Legislature and Governor of the State of California in furtherance of this effort.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 6<sup>th</sup> day of May 2019 by the following roll call vote:

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

ATTEST:

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Scott Robertson, Mayor of the City of Selma

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Reyna Rivera, City Clerk



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

May 6, 2019

**ITEM NO:**

1.g.

**SUBJECT:**

Consideration of the purchase of seated audience risers for the Selma Cultural Arts Center

**DISCUSSION:** The Selma Arts Foundation has donated \$28,000.00 to the Arts Council for the purpose of purchasing seated audience risers for the Arts Center. The risers will be an enhancement to the seating arrangements as well as enhancing the experience of the Arts Center's patrons.

Pursuant to Sections 1-13-5 and 1-13-9 of the City's Municipal Code ("Code"), purchases of supplies and equipment in excess of \$15,000.00 must be competitively bid unless the purchase can be obtained from only one vendor.

Staff was unable to secure any additional quotes or interest from other companies that could match our needs. One additional company was contacted, however, that supplier was not responsive to staff. Under the instant circumstances, the purchase of the risers can only be made from one vendor, Wenger Corporation. The attached quote is from Wenger Corporation for \$26,532.45. Wenger is honoring the attached quote through May 7, 2019.

Based on the foregoing, the City may purchase the equipment without engaging in the competitive bid process.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$26,532.45		None – Donation Fund
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Arts Council Donation \$28,000.00		None

**RECOMMENDATION:**


Staff recommends that Council approve the purchase of seated audience risers



Mikal Kirchner  
Director of Community and Recreation Serv.

4-29-19

Date



Teresa Gallavan, City Manager

5-1-19

Date

# Customer Quotation



Quote: 3134832  
Prepared For: Selma Cultural Arts Center  
1935 High St  
Selma CA 93662-3510

Page: 1  
Date: 4/24/2019  
Effective: Until 5/09/2019  
Ship Within: 4 weeks aro  
Delivery Within:  
Tax: Included  
Terms: PENDING CREDIT APPROVAL  
F.O.B. Point: Destination

Regarding: StageTek seated audience risers (four of the 6-tier sets) Promo \$\$\$

Item	Description	Quantity	Unit Price	Price
SRSRCST.170	STAGETK,RECT,3'X8',6 TIER,ICE StageTek Seated Riser System * 3' X 8' decks *** Custom number of Tiers: 6 * 8" Rise with fixed height legs * 8" 16" 24" 32" 40" 48" * Deck surface: Black Cracked Ice * Includes appropriate connectors * Includes removable chair stops	4	4,189.00	16,756.00
281A600	LEG STORAGE CLIP,4 PK	24	11.00	264.00
113J001	UNIVERSAL DECK & RAIL CART holds six decks or six 8' guard rails four free carts for ordering at least 24 decks by April 30th	4		
113J001	UNIVERSAL DECK & RAIL CART	1	448.00	448.00
011D800	GUARDRAIL STORAGE CART holds the 3' guard rails	1	543.00	543.00
281A404.112	GUARDRAIL,8',W/IN-FILL PNL	4	320.00	1,280.00
281A404.109	GUARDRAIL,3',W/IN-FILL PNL	10	209.00	2,090.00
Total Product Charge				21,381.00
Frt Charges				2,649.00
Handling				642.00
Sales Tax				1,860.45
Total Charge				26,532.45
<p>If you would like to convert this quotation for the materials listed above to an order, please review carefully to assure that it is correct. The Terms Of Sale are shown on the enclosed form. Please sign and return this form so Wenger Corporation may process your order.</p> <p>Purchase Order: _____</p> <p>Buyer for: _____</p>				

\* Terms and Conditions of Sale appear on following page.

Submitted By: Deborah Lindquist  
Sales Representative

Phone: 800-493-6437 Ext 8463 Fax: 507-455-4258  
Email: deborah.lindquist@wengercorp.com

*Deborah Lindquist*

WENGER CORPORATION  
555 Park Drive, PO Box 448  
Owatonna, MN 55060-0448  
Phone 800.4WENGER (493-6437)  
Fax 507.455.4258  
Parts & Service 800.887.7145

WENGER CORPORATION  
CANADA OFFICE  
Phone 800.268.0148

WORLDWIDE  
Phone 1.507.455.4100  
Fax 1.507.774.8576

WEB SITE  
www.wengercorp.com



Your Performance Partner



# Customer Quotation



Quote: 3134832  
Prepared For: Selma Cultural Arts Center  
1935 High St  
Selma CA 93662-3510

Page: 2  
Date: 4/24/2019  
Effective: Until 5/09/2019  
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Terms: PENDING CREDIT APPROVAL  
F.O.B. Point: Destination

Regarding: StageTek seated audience risers (four of the 6-tier sets) Promo \$\$\$

Item	Description	Quantity	Unit Price	Price
	<p>Authorized signature: _____ Title: _____ Date: _____ Please confirm the facility name and address to which the items are to be shipped: Facility name: _____ Address: _____ City: _____ State: __ Zip: _____ *****</p> <p>Freight reflected in this quotation is for common carrier shipment with tailgate delivery. Tailgate delivery will require your staff to unload the truck, move the product into the building and complete any assembly or installation.</p> <p>Inside delivery and installation services are available for an additional charge.</p> <p>If you are a tax exempt organization and this quote includes tax, please send a copy of your tax exempt certificate and we will remove the sales tax. Thank you.</p> <p>*****</p>			

\* Terms and Conditions of Sale appear on following page.

Submitted By: Deborah Lindquist  
Sales Representative

Phone: 800-493-6437 Ext 8463 Fax: 507-455-4258  
Email: deborah.lindquist@wengercorp.com

*Deborah Lindquist*

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Fax 1.507.774.8576  
  
WEB SITE  
www.wengercorp.com



1. Company agrees to furnish only the goods described in this quotation as described in our catalog, technical sheets, or submittals. This may vary from plans or specifications for your project.
2. Credit approval required prior to order acceptance. Wenger Corporation will not be liable to the buyer for refusal to grant credit.
3. TERMS OF PAYMENT - Wenger reserves the right to require full or partial payment in advance of any shipment, or other payment arrangements which will be based upon credit approval.
4. Wenger Corporation is entitled to costs of collections, not to exceed the maximum permitted by law on unpaid balances.
5. Wenger Corporation disclaims all other warranties, including warranties of merchantability and fitness for a particular purpose and any other obligation or liability not expressly set forth in its standard terms of warranty. Wenger Corporation shall not be liable for incidental, consequential, special, or indirect damages. Company liability for direct damages shall not exceed purchase price of products involved.
6. Wenger Corporation provides a limited warranty, which is available upon request.
7. Unless noted on the quotation, Wenger Corporation will not accept any charge or expense, including labor, for modification, removing, inspecting or installing the goods.
8. Buyer shall inspect the goods upon receipt and promptly notify company of any claim that the goods are nonconforming. Wenger shall be allowed reasonable opportunity to inspect and cure any claim of default.
9. All returns need prior authorization and are subject to a minimum 20% restocking/rehandling fee. Buyer is responsible for paying freight on the return. Custom products are not returnable.
10. Any changes to this order on the part of the buyer and/or Consignee that exceed the scope of the order on which pricing was based (as defined by the pricing, terms, and conditions of the order), and that result in additional costs to Wenger Corporation will be charged back to the purchasing party at cost. These changes include, but are not limited to, additional charges for inside delivery, lift-gate service, storage, and re-consignment.
11. Wenger Corporation expressly conditions all orders upon the acceptance by Buyer of Company's terms and conditions without change unless specifically set forth in writing and accepted by the signature of an authorized representative of Company at Owatonna, MN.
12. This agreement shall be governed and construed according to the laws of the State of Minnesota.

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ITEM NO: 1.h.

SUBJECT: **Consideration of the appointment of a representative and an alternate to serve as a member of the Kings Water Basin Authority Board**

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**DISCUSSION:** The City of Selma has been a member of the Kings Basin Water Authority ("KBWA") joint powers authority ("JPA") since 2011. This organization was developed to deal with the most pressing local water issues, namely groundwater depletion, supply reliability and quality.

This board requires the City to identify its designated representative and any alternate so that they are able to attend meeting with voting rights. In addition, to be able to assist with any grant panels or any other special groups the individual will need to be the designated representative or alternate as well. This list was last updated in October 2014.

Staff request updating the list as follows:

Mayor-Representative  
Mayor Pro Temp-Alternate  
Three Council Members-Alternate  
City Manager-Alternate  
Assistant City Manager-Alternate

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**RECOMMENDATION: Appoint a representative and an alternate to the KBWA Board.**

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/s/ _____	05/02/19 _____
Isaac Moreno, Assistant City Manager	Date
/s/ _____	05/02/19 _____
Teresa Gallavan, City Manager	Date

## CHECK REGISTER REPORT

1.i.

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72537	03/28/2019	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 2/23-3/22/19		106,082.36
72538	03/28/2019	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASE-APR 19		1,058.45
72539	03/28/2019	Printed	UNITY IT	MDT MANAGED SERVICES-FEB 19		2,565.55
72540	03/28/2019	Printed	SAMANTHA MOREE VALLES	REIMBURSEMENT FOR LAB Q VIDEO RENTAL & GENTLEMAN'S GUIDE PROJECTIONS		332.00
72541	03/28/2019	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION		60.00
72542	03/28/2019	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 3/1/19-3/31/19	PDSA	4,515.20
72543	03/28/2019	Printed	VERIZON WIRELESS	AIRCARDS 2/19/19-3/18/19		584.76
72544	03/28/2019	Printed	YASH P. VERMA / INDUSTRIAL HEALTH CARE	DRUG TESTS-PD & TRANSIT		649.00
72545	04/05/2019	Printed	DIVISION OF THE STATE	ADA BUSINESS LICENSE FEE 1/1/19-3/31/19		110.80
72546	04/11/2019	Printed	AIR EXCHANGE, INC.	PLYMOVENT SYSTEM REPAIR		11,238.32
72547	04/11/2019	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		130.37
72548	04/11/2019	Printed	ALEJANDRO ALVAREZ	HONORING THE BADGE COURSE 4/17/19 PER DIEM		15.00
72549	04/11/2019	Printed	AT&T	TELEPHONE-3/4/19-4/3/19		1,411.04
72550	04/11/2019	Printed	AT&T	TELEPHONE-3/4/19-4/3/19		149.12
72551	04/11/2019	Printed	AT&T	TELEPHONE-3/4/19-4/3/19		146.30
72552	04/11/2019	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 3/1-3/31/19		627.19
72553	04/11/2019	Printed	BENNY BACA / COOL AIR SPECIALTY	SPRING SERVICE		2,700.00
72554	04/11/2019	Printed	BANNER PEST CONTROL INC	TREAT CELL BLOCK		65.00
72555	04/11/2019	Printed	BENNETT & BENNETT, INC.	IRRIGATION SUPPLIES-SHAFER		151.60
72556	04/11/2019	Printed	BEST TOURS & TRAVEL INC.	SENIOR TRIP 2/21/19 PASO ROBLES & MORRO BAY		1,575.00
72557	04/11/2019	Printed	TIM CANNON	HONORING THE BADGE COURSE 4/17/19 PER DIEM		26.00
72558	04/11/2019	Printed	CASCADE FIRE EQUIPMENT COMPANY	ARMOR ENERGY SUITS		9,287.55
72559	04/11/2019	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		529.09
72560	04/11/2019	Printed	JOHNNIE CERDA	FIREARMS/TACTICAL RIFLE COURSE 4/29-4/30/19 PER DIEM	R	22.00
72561	04/11/2019	Void				
72562	04/11/2019	Void				
72563	04/11/2019	Printed	CINTAS CORPORATION NO. 2	LINEN/UNIFORM SERVICE-MAR 19		702.18
72564	04/11/2019	Printed	COLLINS & SCHOETTLER PLANNING	PLANNING CONSULTING-FEB 19		8,971.50
72565	04/11/2019	Printed	COMCAST	INTERNET SERVICE -APRIL 2019		1,485.84
72566	04/11/2019	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-MAR 19		481.25
72567	04/11/2019	Printed	CPRS DISTRICT VII	CPRS VOLUNTEER & STAFF AWARDS 2018		60.00
72568	04/11/2019	Printed	DATAPATH LLC	SERVER UPDATE & NETCARE/ON SITE SUPPORT-APR 19		18,825.00
72569	04/11/2019	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS-MAR 19		315.00
72570	04/11/2019	Printed	JOEL A FEDOR / FEDOR PLUMBING	PLUMBING REPAIRS-CH & FD		868.95
72571	04/11/2019	Printed	FRESNO CO TREASURER-SHERIFF	RMS/JMS/CAD ACCESS FEES-MAR 19		494.84
72572	04/11/2019	Printed	FRESNO COUNTY CLERK	2018 GENERAL ELECTION		2,972.81
72573	04/11/2019	Printed	FRESNO POLICE DEPARTMENT	CRIME ANALYST (QTR 2)		6,250.00
72574	04/11/2019	Printed	RENE GARZA	ACADEMY INSTRUCTOR COURSE 4/1-4/5/19 & HONORING THE BADGE COURSE 4/1/19 PER DIEMS	PARTIAL R	70.00
72575	04/11/2019	Printed	GATEWAY ENGINEERING, INC.	STORM DRAIN PROJECT & CITY ENGINEERING SERVICES NOV-FEB 2019		62,832.50
72576	04/11/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 3/27/19		2,815.94
72577	04/11/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 4/3/19		1,434.27
72578	04/11/2019	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,031.46
72579	04/11/2019	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		1,386.57
72580	04/11/2019	Printed	JORGENSEN & COMPANY	ANNUAL FIRE EXT SERVICE-CH, FIRE, SENIOR CENTER		263.56
72581	04/11/2019	Printed	JOSEPH & EDNA JOSEPHSON / INSTITUTE OF ETHICS	HONORING THE BADGE COURSE REGISTRATION 4/17/19		594.00

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72582	04/11/2019	Printed	LEE CENTRAL CALIFORNIA	NOTICE-ADU ORD & EMPLOYMENT ADS FOR PLANNING & DEVELOPMENT MANAGER		1,041.77
72583	04/11/2019	Printed	KYLE MCGUIRE	PHLEBOTOMY SERVICE 19-3534		50.00
72584	04/11/2019	Printed	JESUS MENDEZ	FIREARMS/TACTICAL RIFLE COURSE 4/29-4/30/19 PER DIEM	R	22.00
72585	04/11/2019	Printed	METRO UNIFORM	POLICE REVOLVING ACCT	R	559.67
72586	04/11/2019	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		591.48
72587	04/11/2019	Printed	LANCE PEARCE	FIREARMS/TACTICAL RIFLE COURSE 4/29-4/30/19 PER DIEM		37.00
72588	04/11/2019	Printed	MATTHEW PETERS	PARAMEDIC RECERTIFICATION		200.00
72589	04/11/2019	Printed	PG&E	UTILITIES-MARCH 2019		177.37
72590	04/11/2019	Printed	PHYSIO-CONTROL, INC	SERVICE FOR AED'S		491.45
72591	04/11/2019	Printed	RAY MORGAN COMPANY INC	LASERFICHE STD SERVER LICENSING & COPIER MAINT/COPY AGREEMENT 3/1-3/31/19		2,778.64
72592	04/11/2019	Printed	THOMAS R & AIMII REDEMER / REEDEMER CONCEPTS	GENTLEMAN'S GUIDE PROGRAMS		770.17
72593	04/11/2019	Printed	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	ANNUAL PERMIT-FD GENERATOR		93.00
72594	04/11/2019	Printed	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-MAR 19		175.00
72595	04/11/2019	Printed	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE-APRIL 2019		164.95
72596	04/11/2019	Printed	SURVEILLANCE INTEGRATION INC.	FULL SERVICE CUSTOMER PROTECTION PLAN FOR VIDEO		5,678.00
72597	04/11/2019	Printed	THE CALIFORNIA PEACE OFFICERS'	LSP FOR SERGEANTS		1,000.00
72598	04/11/2019	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES-APRIL 2019		3,500.00
72599	04/11/2019	Printed	TRIANGLE ROCK PRODUCTS, LLC	COLD MIX-STREETS		419.47
72600	04/11/2019	Printed	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE & EXECUTIME/ADVANCED SCHEDULING		2,156.06
72601	04/11/2019	Printed	YASH P. VERMA / INDUSTRIAL HEALTH CARE	DRUG TESTS-POLICE		391.00
72602	04/11/2019	Printed	DANIEL VIVEROS / D&G FENCE	REPLACED SKATE PARK DAMAGED		975.00
72603	04/17/2019	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-MARCH 2019		6,136.75
72604	04/17/2019	Printed	CASSO & SPARKS, LLP	NOVEMBER & DECEMBER 2018 LEGAL FEES		16,890.05
72605	04/17/2019	Printed	DATAPATH LLC	MICROSOFT/BARRACUDA LICENSING		47,993.98
72606	04/17/2019	Printed	FRESNO COUNTY CLERK	NOE-POLICE STATION PROJECT	PDSA	50.00
72607	04/25/2019	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		262.18
72608	04/25/2019	Printed	AMERICAN AMBULANCE	MAY 2019 PAYMENT		120,000.00
72609	04/25/2019	Printed	AT&T	TELEPHONE 3/12/19-4/11/19		60.64
72610	04/25/2019	Printed	AT&T MOBILITY	TELEPHONE-MDTS 3/12-4/11/19		1,455.94
72611	04/25/2019	Printed	BENNY BACA / COOL AIR SPECIALTY	REPAIRS, MAINTENANCE & INSTALL THERMOSTATS-CH & FD		2,360.00
72612	04/25/2019	Printed	BANNER PEST CONTROL INC	PEST CONTROL-APRIL 2019		441.00
72613	04/25/2019	Printed	LIANA J. BRIGHAM / PICTURE THIS EMBROIDERY	SUMMER SHIRTS & HATS-PW		5,379.96
72614	04/25/2019	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	BASIC PATROL DOG/NARCOTIC DETECTION COURSE & MONTHLY K9 MAINTENANCE		5,588.75
72615	04/25/2019	Printed	CALIFORNIA STATE CONTROLLERS	UNCLAIMED PROPERTY		580.85
72616	04/25/2019	Printed	CHRISTIAN ADRIAN CANO	POLICE ACADEMY CADET MONTHLY STIPEND-MARCH 2019		500.00
72617	04/25/2019	Printed	GONZALO CASAREZ	SENIOR CENTER DANCE 5/3/19		100.00
72618	04/25/2019	Printed	CASCADE FIRE EQUIPMENT COMPANY	ROOF POLE-FD		156.56
72619	04/25/2019	Printed	CDCE INCORPORATED	MDT MONTHLY LEASES-PD		3,050.00
72620	04/25/2019	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		781.68
72621	04/25/2019	Printed	CENTRAL VALLEY LOCK & SAFE	NEW LOCK-PD FIREPROOF CABINET		117.27
72622	04/25/2019	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 19-0316		52.00
72623	04/25/2019	Printed	CISCO SYSTEMS CAPTIAL CRP	LEASE-PHONE SYSTEM/BACKUP 4/15/19-5/14/19		3,280.05
72624	04/25/2019	Printed	SCOTT DAVIS	IMPROV LESSONS		150.00

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72625	04/25/2019	Printed	DAWSON-MAULDIN	FLORAL AVE RECONSTRUCTION		145,258.86
72626	04/25/2019	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS-MARCH 2019		533.00
72627	04/25/2019	Printed	DSJ ARCHITECTS INC	NEW PD STATION AGREEMENT	PDSA	6,700.00
72628	04/25/2019	Printed	DUNCAN ENTERPRISES	SUPPLIES FOR SENIOR CERAMICS		23.42
72629	04/25/2019	Printed	FEDEX	ABC GRANT,TRAFFIC AUTHORITY CHECKS, OFFICE DEPOT RETURN	PARTIAL G	139.96
72630	04/25/2019	Printed	JOEL A FEDOR / FEDOR PLUMBING	BACKFLOW TESTING/INSTALLATION		2,070.80
72631	04/25/2019	Printed	RICHARD FIGUEROA	OPEN SOURCE & SOCIAL MEDIA TRAINING PER DIEM 4/23/19		75.00
72632	04/25/2019	Printed	FRESNO CO TREASURER-SHERIFF	PRISONER PROCESSING 10/1/18-3/31/19		661.92
72633	04/25/2019	Printed	FRESNO POLICE DEPARTMENT	CRIME ANALYST (QTR 3)		6,250.00
72634	04/25/2019	Printed	FRUSA EMS LLC	AMBULANCE BILLING-MARCH 2019		13,426.29
72635	04/25/2019	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES MARCH 2019		10,202.50
72636	04/25/2019	Printed	JASON GRAY	STATION BOOTS REIMBURSEMENT		101.97
72637	04/25/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 4/10/19		2,064.80
72638	04/25/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 4/17/19		318.00
72639	04/25/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-MAY 2019		728.06
72640	04/25/2019	Printed	HEALTHWISE SERVICES, LLC.	KIOSK MEDICAL WASTE SERVICES		150.00
72641	04/25/2019	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		780.15
72642	04/25/2019	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		339.78
72643	04/25/2019	Printed	ICC	GOVERNMENTAL MEMBER DUES		135.00
72644	04/25/2019	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS & DRUG TESTING-PD		1,380.00
72645	04/25/2019	Printed	KRAZAN & ASSOCIATES,INC.	ROOSEVELT SCHOOL ROUNDABOUT ATP PROJECT		993.00
72646	04/25/2019	Printed	TERRY LEWIS	BE MORE CHILL AUDITION PIANIST		250.00
72647	04/25/2019	Printed	LIEBERT, CASSIDY, WHITMORE	ERMA CLAIM -LEGAL FEES		2,458.93
72648	04/25/2019	Printed	ADAM LONG	AUDITION WORKSHOP PIANIST		100.00
72649	04/25/2019	Printed	METRO UNIFORM	PD & FIRE REVOLVING ACCT	R	1,533.66
72650	04/25/2019	Printed	MN8-FOX FIRE	MASK IDENTIFIER		35.80
72651	04/25/2019	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		1,125.88
72652	04/25/2019	Printed	ONSTAGE PUBLICATIONS	WICKED PROGRAM AD		860.00
72653	04/25/2019	Printed	PG&E	UTILITIES-APRIL 2019		175.86
72654	04/25/2019	Printed	POSTMASTER -USPS	BULK MAILING PERMIT		235.00
72655	04/25/2019	Printed	PROFORCE LAW ENFORCEMENT	TASER CARTRIDGES		2,434.72
72656	04/25/2019	Printed	R.J. BERRY JR. INC.	ROOSEVELT SCHOOL ROUNDABOUT ATP PROJECT		246,027.20
72657	04/25/2019	Printed	SAMPSON,SAMPSON, AND PATTERSON	ACCOUNTING SERVICES-MARCH 19		3,750.00
72658	04/25/2019	Printed	SANDERS SCREEN CRAFT AND DIGITAL	LOGO EMBLEMS FOR ENGINE & VEHICLES		1,256.85
72659	04/25/2019	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT MAY 2019		6,978.00
72660	04/25/2019	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL-MARCH 2019		15,037.31
72661	04/25/2019	Printed	SMEAL HOLDING, LLC	SMEAL FIRE PUMPER TRUCK	R	170,589.00
72662	04/25/2019	Printed	SPARKLETTS	WATER SERVICE		129.27
72663	04/25/2019	Printed	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE		164.86
72664	04/25/2019	Printed	SUN LIFE	EMPLOYEE INSURANCE-MAY 19		1,516.84
72665	04/25/2019	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE PREM-MAY 19		1,897.76
72666	04/25/2019	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE		4,500.00
72667	04/25/2019	Printed	THE HARTFORD	2019-2020 EMP DISHONESTY POLICY		2,589.00
72668	04/25/2019	Printed	TAMARA THOMAS	CURIOUS INCIDENT T-SHIRTS		527.98
72669	04/25/2019	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING		156.25
<b>TOTAL</b>						<b>1,149,209.74</b>

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

## PAYROLL TRANSACTIONS

### CHECK REGISTER

Date	Check No.	Amount
4/9/2019	115505	\$132.98
4/19/2019	115506-115513	\$3,100.46

### Remittance Checks

Date	Check No.	Amount
4/19/2019	115514-115521	\$22,001.49

### ACH Payment

Date	Description	Amount
4/19/2019	PR APR1919	\$164,444.18



## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

TRANSACTION	EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
	CALEB GARCIA	3/11/2019	OFFICE MAXX, SELMA CA	THUMB DRIVE/CELL PHONE EXTRACT	100-2100-600.250.000	75.92
	CASSY FAIN	3/5/2019	QUARTER MASTER	BOOTS	100-0000-123.010.000	146.44
	CITY OF SELMA FIRE QRT MST	3/12/2019	FELD FIRE	NEW YORK HOOKS	295-2500-600.250.000	133.70
	CITY OF SELMA FIRE QRT MST	3/12/2019	WPSG INC	EXTINGUISHER HARNESS	295-2500-600.250.000	178.96
	CITY OF SELMA SNG RES 3	2/22/2019	BEST WESTERN	HOTEL FOR TRAINING	295-2525-610.915.000	150.00
	CITY OF SELMA SNG RES 3	2/22/2019	BEST WESTERN	HOTEL FOR TRAINING	295-2525-610.915.000	15.00
	CITY OF SELMA SNG RES 3	2/22/2019	BEST WESTERN	HOTEL FOR TRAINING	295-2525-610.915.000	3.00
	CITY OF SELMA SNG RES 3	2/23/2019	BEST WESTERN	HOTEL FOR TRAINING	295-2525-610.915.000	35.00
	CITY OF SELMA SNG RES 3	3/14/2019	SAN JOAQUIN VALLEY ICC	ICC ANNUAL MEMBERSHIP	295-2525-610.915.000	75.00
	CITY OF SELMA SNG RES 3	3/15/2019	FOOD 4 LESS	TRAINING LUNCH	100-2525-600.250.000	8.94
	CITY OF SELMA SNG RES 3	3/15/2019	FOOD 4 LESS	TRAINING LUNCH	100-2525-600.250.000	4.30
	CITY OF SELMA SNG RES 3	3/15/2019	PORT OF SUBS	TRAINING LUNCH	100-2525-600.250.000	94.00
	CITY OF SELMA SNG RES 3	3/20/2019	CENTRAL VALLEY ARSON INVEST	CVAI ANNUAL MEMBERSHIP	100-2550-610.900.000	20.00
	CITY OF SELMA STATION 1	3/3/2019	WALMART	CLEANING SUPPLIES	100-2525-600.250.000	28.40
	CITY OF SELMA STATION 1	3/3/2019	HOME DEPOT	FUEL MIX, DOOR SIGN, WALL ANCHORS	100-2525-600.250.000	23.40
	CITY OF SELMA STATION 1	3/7/2019	PAYPAL	CLASS FOR LUIS-PEER SUPPORT TEAM SUMMIT	100-2525-610.915.000	10.00
	CITY OF SELMA STATION 2	3/5/2019	CEN CAL PEER SUPPORT	TRAINING	100-2525-610.915.000	10.00
	CITY OF SELMA STATION 2	3/17/2019	RITE AID	BATTERIES	100-2525-600.250.000	13.87
	CITY OF SELMA STATION 2	3/7/2019	WALMART	CLEANING SUPPLIES	100-2525-600.250.000	117.06
	CITY OF SELMA STATION 2	3/11/2019	HOME DEPOT	FILTER	100-2525-600.250.000	20.58
	CITY OF SELMA STATION 2	3/23/2019	LITTLE CEASARS	BIRTHDAY PIZZA PARTY	100-2525-600.250.000	41.16
	CITY OF SELMA TRAINING DIV	2/26/2019	ENDEAVOR BUSINESS MEDIA	FIREHOUSE CONF	100-2525-610.915.000	269.00
	CITY OF SELMA TRAINING DIV	3/4/2019	ENDEAVOR BUSINESS MEDIA	FIREHOUSE CONF	100-2525-610.915.000	538.00
	CITY OF SELMA TRAINING DIV	2/28/2019	HOME DEPOT	EQUIPMENT FOR TRAINING GROUNDS	100-2525-600.250.000	727.76
	CITY OF SELMA TRAINING DIV	3/6/2019	WALMART	STATION AND TRAINING WATER/GATORADE	100-2525-600.250.000	71.69
	CITY OF SELMA TRAINING DIV	3/6/2019	HOME DEPOT	EQUIPMENT FOR TRAINING GROUNDS	100-2525-600.250.000	352.34
	CITY OF SELMA TRAINING DIV	3/22/2019	EXPEDIA	HOTEL AND FLIGHT-JEREMY TRAINING	100-2525-610.915.000	364.44
	CITY OF SELMA TRAINING DIV	3/22/2019	EXPEDIA	BOOKING FEE	100-2525-610.915.000	2.07
	DAVID LEWIS	2/20/2019	AMAZON.COM	2 PACK LASER POINTER, 3 SETS	100-1100-600.100.000	20.25
	DAVID LEWIS	2/26/2019	AMAZON.COM	MULTI FUNCITON TESTER FOR ETHERNET	704-9600-600.110.000	23.72
	DAVID LEWIS	2/28/2019	SAL'S MEXICAN RESTAURANT	TEAM SELMA MEETING LUNCH	100-1600-482.010.000	153.22
	DAVID LEWIS	2/28/2019	SAVE MART SUPERMARKET	DESSERT AND UTENSILS FOR TEAM SELMA	100-1600-482.010.000	41.70
	DEBBIE GOMEZ	2/26/2019	USPS	CERTIFIED LETTER FOR RECORDS	100-2100-600.120.000	4.05
	DEBBIE GOMEZ	2/26/2019	BARCODE FACTORY	ZEBRA LABELS FOR MARK43 PRINTERS	100-2100-600.250.000	668.22
	DEBBIE GOMEZ	2/26/2019	OFFICE MAX/DEPOT	FED EX DELIVERY FOR 17-5397	100-2100-600.120.000	13.13
	DEBBIE GOMEZ	3/7/2019	BARCODE FACTORY	RETURN OF ITEM FROM 02/26/19	100-2100-600.100.000	(590.91)
	DEBBIE GOMEZ	3/14/2019	BATTERY JUNCTION	BATTERIES ORDER 1353064 PARTIAL SHIP	100-2200-600.250.000	54.72
	DEBBIE GOMEZ	3/14/2019	BATTERY JUNCTION	BATTERIES #1353064 REMAINING SHIPM	100-2200-600.250.000	126.35
	DEBBIE GOMEZ	3/15/2019	ULINE	BINS, DIVIDERS, LABEL HOLDERS	100-2100-600.250.000	204.16
	DEBBIE GOMEZ	3/15/2019	TRITECH	BOXES, PAPER ROLL, DRYING SHEETS	100-2100-600.250.000	164.45
	DEBBIE GOMEZ	3/16/2019	GALLS	SAFETY VEST, MAG HOLDER, KEEPERS	100-2200-600.250.000	1,445.18



## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
DEBBIE GOMEZ	3/15/2019	OFFICE MAX/DEPOT	USB EXTENDERS	100-2100-600.250.000	49.89
DEBBIE GOMEZ	3/15/2019	AMAZON	RADIO BATTERIES	100-2200-600.250.000	156.24
DEBBIE GOMEZ	3/15/2019	ARROWHEAD FORENSICS	WATER AMPULES, SLIDE BOX, TUBING	100-2100-600.250.000	240.38
DEBBIE GOMEZ	3/18/2019	AMAZON	CAMERAS, MEMORY CARDS	100-2200-600.250.000	588.05
DEBBIE GOMEZ	3/15/2019	OFFICE MAX/DEPOT	VELCRO FOR MICE, MEMORY CARD EXTEN	100-2100-600.250.000	38.17
DEBBIE GOMEZ	3/15/2019	OFFICE MAX/DEPOT	DUSTERS	100-2100-600.250.000	18.43
DEBBIE GOMEZ	3/21/2019	AMAZON	BANDAGES	100-2100-600.250.000	33.93
FINANCE	3/13/2019	ID WHOLESALER	TIMECLOCK KEY FOBS RETURNED	703-9500-600.250.000	(357.00)
FRANK SANTILLAN	2/26/2019	SIERRA MKT SELMA, CA.	PRISONER MEALS	100-2100-600.250.000	5.97
FRANK SANTILLAN	3/4/2019	UNIFORMS WAREHOUSE	VIP NAME TAG VIP D. MOYA	111-2200-600.250.000	17.31
GEORGE SIPEN	3/11/2019	AMAZON.COM	AUTO PARTS	603-5500-600.256.000	331.47
GEORGE SIPEN	2/21/2019	NAPA AUTO PARTS	CORE DEPOSIT FROM INV#72631	603-5500-600.256.000	(156.20)
GEORGE SIPEN	3/7/2019	NAPA AUTO PARTS	AUTO PARTS-CREDIT	603-5500-600.256.000	(19.53)
GEORGE SIPEN	3/18/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	(13.40)
GEORGE SIPEN	3/1/2019	NAPA AUTO PARTS	AUTO PARTS-TRANSIT	603-5500-600.256.000	5.21
GEORGE SIPEN	3/8/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	16.25
GEORGE SIPEN	2/21/2019	NAPA AUTO PARTS	AUTO PARTS - TRANSIT	603-5500-600.256.000	17.54
GEORGE SIPEN	3/7/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	35.67
GEORGE SIPEN	3/7/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	53.63
GEORGE SIPEN	2/21/2019	NAPA AUTO PARTS	AUTO PARTS-TRANSIT	603-5500-600.256.000	56.84
GEORGE SIPEN	3/18/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	62.87
GEORGE SIPEN	2/27/2019	NAPA AUTO PARTS	AUTO PARTS-TRANSIT	603-5500-600.256.000	71.38
GEORGE SIPEN	2/22/2019	NAPA AUTO PARTS	AUTO PARTS-TRANSIT	603-5500-600.256.000	74.71
GEORGE SIPEN	3/13/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	103.78
GEORGE SIPEN	3/14/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	119.92
GEORGE SIPEN	2/27/2019	NAPA AUTO PARTS	AUTO PARTS-TRANSIT	603-5500-600.256.000	137.52
GEORGE SIPEN	3/7/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	214.38
GEORGE SIPEN	3/7/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	395.80
GEORGE SIPEN	3/12/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	414.46
GEORGE SIPEN	3/6/2019	NAPA AUTO PARTS	AUTO PARTS-TRANSIT	603-5500-600.256.000	522.84
GEORGE SIPEN	3/14/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	585.73
GEORGE SIPEN	2/22/2019	NAPA AUTO PARTS	AUTO PARTS-TRANSIT	603-5500-600.256.000	692.20
GEORGE SIPEN	2/28/2019	NAPA AUTO PARTS	AUTO PARTS-TRANSIT	603-5500-600.256.000	788.73
GEORGE SIPEN	3/14/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	949.37
GEORGE SIPEN	2/21/2019	NAPA AUTO PARTS	AUTO PARTS-TRANSIT	603-5500-600.256.000	987.43
GEORGE SIPEN	2/25/2019	O'REILLY AUTO SUPPLY	CREIDT FROM INV#2886-313378	603-5500-600.256.000	(26.01)
GEORGE SIPEN	2/28/2019	O'REILLY AUTO SUPPLY	AUTO PARTS-TRANSIT	603-5500-600.256.000	25.90
GEORGE SIPEN	3/11/2019	O'REILLY AUTO SUPPLY	AUTO PARTS	603-5500-600.256.000	79.18
GEORGE SIPEN	3/7/2019	O'REILLY AUTO SUPPLY	AUTO PARTS-TRANSIT	603-5500-600.256.000	87.54
GEORGE SIPEN	3/16/2019	O'REILLY AUTO SUPPLY	AUTO PARTS	603-5500-600.256.000	100.86

## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPEN	2/27/2019	O'REILLY AUTO SUPPLY	AUTO PARTS-TRANSIT	603-5500-600.256.000	284.85
GEORGE SIPEN	2/27/2019	O'REILLY AUTO SUPPLY	AUTO PARTS-TRANSIT	603-5500-600.256.000	325.39
GEORGE SIPEN	3/19/2019	O'REILLY AUTO SUPPLY	AUTO PARTS	603-5500-600.256.000	412.50
GEORGE SIPEN	2/26/2019	O'REILLY AUTO SUPPLY	AUTO PARTS-TRANSIT	603-5500-600.256.000	770.17
GEORGE SIPEN	2/28/2019	HOME DEPOT	AUTO PARTS-TRANSIT	603-5500-600.256.000	46.62
GEORGE SIPEN	3/13/2019	HOME DEPOT	AUTO PARTS	603-5500-600.256.000	100.65
GEORGE SIPEN	3/7/2019	WALMART	SUPPLIES-TRANSIT	603-5500-600.256.000	29.27
GEORGE SIPEN	2/21/2019	TNT TOWING	TOWING SERVICE-2016 EL DORADO	603-5500-600.400.000	375.00
GEORGE SIPEN	3/7/2019	HOSE & FITTINGS, ETC	AUTO PARTS-TRANSIT	603-5500-600.256.000	28.38
GEORGE SIPEN	2/11/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS-TRANSIT	603-5500-600.256.000	(29.47)
GEORGE SIPEN	2/26/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS-TRANSIT	603-5500-600.256.000	(21.76)
GEORGE SIPEN	3/2/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS-TRANSIT	603-5500-600.256.000	21.76
GEORGE SIPEN	2/26/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS-TRANSIT	603-5500-600.256.000	69.23
GEORGE SIPEN	3/12/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	75.06
GEORGE SIPEN	2/28/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS-TRANSIT	603-5500-600.256.000	482.73
GEORGE SIPEN	3/8/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	522.64
GEORGE SIPEN	3/7/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	522.64
GEORGE SIPEN	3/6/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	881.90
GEORGE SIPEN	3/6/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	1,598.92
GEORGE SIPEN	3/13/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	3,903.59
GEORGE SIPEN	3/7/2019	COUNTRY TIRE & WHEEL	AUTO PARTS-TRANSIT	603-5500-600.256.000	350.17
GEORGE SIPEN	2/21/2019	COUNTRY TIRE & WHEEL	AUTO PARTS-TRANSIT	603-5500-600.256.000	737.71
GEORGE SIPEN	2/22/2019	TRACTOR SUPPLY CO	PURCHASE 3 COVERALLS	603-5500-600.300.000	121.76
GEORGE SIPEN	3/14/2019	THE OUTDOORSMAN	AUTO PARTS	603-5500-600.256.000	225.00
GEORGE SIPEN	3/6/2019	BASKIN AUTO UPHOLSTERY	AUTO PARTS-TRANSIT	603-5500-600.256.000	157.98
GEORGE SIPEN	2/26/2019	ALL AMERICAN GLASS	AUTO PARTS-TRANSIT	603-5500-600.256.000	85.00
GEORGE SIPEN	2/26/2019	ALL AMERICAN GLASS	AUTO PARTS-TRANSIT	603-5500-600.256.000	85.00
GEORGE SIPEN	2/26/2019	ALL AMERICAN GLASS	AUTO PARTS-TRANSIT	603-5500-600.256.000	95.00
GEORGE SIPEN	2/28/2019	BUS PARTS WAREHOUSE	AUTO PARTS-TRANSIT	603-5500-600.256.000	301.97
GEORGE SIPEN	3/12/2019	QUALITY ALIGNMENT	AUTO PARTS	603-5500-600.256.000	1,464.35
GEORGE SIPEN	3/7/2019	LEO'S SMOG	SMOG#115	603-5500-600.256.000	49.00
GEORGE SIPEN	3/18/2019	LEO'S SMOG	SMOG #118	603-5500-600.256.000	49.00
GEORGE SIPEN	3/19/2019	LEO'S SMOG	SMOG #140	603-5500-600.256.000	68.00
GEORGE SIPEN	3/18/2019	LEO'S SMOG	SMOG #116	603-5500-600.256.000	68.00
GEORGE SIPEN	3/18/2019	LEO'S SMOG	SMOG #136	603-5500-600.256.000	68.00
GEORGE SIPEN	3/18/2019	LEO'S SMOG	SMOG #135	603-5500-600.256.000	68.00
GEORGE SIPEN	3/18/2019	LEO'S SMOG	SMOG #144	603-5500-600.256.000	68.00
GEORGE SIPEN	3/19/2019	LEO'S SMOG	SMOG #134	603-5500-600.256.000	68.00
GEORGE SIPEN	3/18/2019	LEO'S SMOG	SMOG #119	603-5500-600.256.000	68.00
GEORGE SIPEN	3/7/2019	LEO'S SMOG	SMOG #127	603-5500-600.256.000	69.00
GILBERT CANTU	2/25/2019	AMAZON	USB MARK 43	100-2100-600-250.000	178.75

## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GILBERT CANTU	2/25/2019	OFFICE MAX	PREMIUM PAPER FOR COLOING BOOKS	100-2100-600.250.000	25.26
GILBERT CANTU	2/28/2019	AMAZON	PRINTER FOR MARK 43	100-2100-600.250.000	1,148.17
GILBERT CANTU	2/28/2019	NELSON HARDWARE	KEYS, SGT OFFICE KEY CABINET	100-2100-600.250.000	14.59
GILBERT CANTU	3/10/2019	OFFICE MAX	PREMIUM PAPER FOR COLOING BOOKS	100-2100-600.250.000	31.77
GILBERT CANTU	3/15/2019	OFFICE MAX	LAREGE ENVELOPES, ACCORDING BINDERS	100-2100-600.250.000	76.97
GREG GARNER	3/22/2019	HYATT REGENCY SANTA CLARA	LODGING-CAL CHIEF'S CONFERENCE	100-2300-610.915.000	1,330.05
JACOB PUMAREJO	2/23/2019	76	FUEL	269-2100-600.257.000	54.01
JACOB PUMAREJO	2/25/2019	GOOGLE	YOUTUBE TV *REIMBURSED THE CITY	800-0000-121.000.000	40.00
JACOB PUMAREJO	2/25/2019	CHEVRON	FUEL	269-2100-600.257.000	43.00
JACOB PUMAREJO	2/26/2019	SHELL	FUEL	269-2100-600.257.000	60.01
JACOB PUMAREJO	3/7/2019	STARBUCKS	COFFEE FOR SEARCH WARRANTS	269-2100-600.250.000	37.15
JACOB PUMAREJO	3/13/2019	CIRCLE-K	FUEL	269-2100-600.257.000	52.22
JACOB PUMAREJO	3/14/2019	VALERO	FUEL	269-2100-600.257.000	63.82
JACOB PUMAREJO	3/16/2019	CHEVRON	FUEL	269-2100-600.257.000	57.75
JACOB PUMAREJO	3/18/2019	CIRCLE-K	FUEL	269-2100-600.257.000	32.00
JACOB PUMAREJO	3/19/2019	5.11 TACTICAL	TRAUMA KIT BAG	269-2100-600.250.000	133.85
JACOB PUMAREJO	3/21/2019	CIRCLE-K	FUEL	269-2100-600.257.000	62.00
KELLI TELLEZ	2/22/2019	WALMART	BDAY PARTY SUPPLIES-FIRE DEPT BDAY	100-2525-600.250.000	19.09
KELLI TELLEZ	2/22/2019	SAVEMART	CUPCAKES FOR FIRE STATION PARTY	100-2525-600.250.000	6.99
KELLI TELLEZ	2/24/2019	ADVANTAGE GEAR	UNIFORMS-DEMMERS REVOLVING ACCT	100-0000-123.010.000	109.03
KELLI TELLEZ	2/24/2019	ADVANTAGE GEAR	UNIFORMS-OWENS REVOLVING ACCT	100-0000-123.010.000	305.38
KELLI TELLEZ	2/25/2019	ONE SOURCE	STATION BOOTS LUIS ARANA	100-2500-600.300.000	200.00
KELLI TELLEZ	2/25/2019	ONE SOURCE	STATION BOOTS -LUIS ARANA REVOLVING	100-0000-123.010.000	106.69
KELLI TELLEZ	2/25/2019	AMAZON	HEART RATE TRANSMITTER	100-2525-600.250.000	46.82
KELLI TELLEZ	2/28/2019	EMBASSY SUITES	ROOM FOR CCAI CONF	100-2550-610.915.000	485.61
KELLI TELLEZ	3/5/2019	IAAI	MEMBERSHIP FOR MATT PETERS	100-2550-610.900.000	100.00
KELLI TELLEZ	3/5/2019	OFFICE MAX	LABELS	100-2525-600.250.000	139.87
KELLI TELLEZ	3/11/2019	PORT OF SUBS	LUNCH FOR TRAINING DAY	100-2525-600.250.000	94.00
KELLI TELLEZ	3/11/2019	SAVEMART	LUNC FOR TRAINING DAY	100-2525-600.250.000	15.15
KELLI TELLEZ	3/13/2019	PORT OF SUBS	LUNCH FOR TRAINING DAY	100-2525-600.250.000	94.00
KELLI TELLEZ	3/13/2019	AMAZON	SEAT COVERS FOR ENGINE	100-2525-600.250.000	45.98
KELLI TELLEZ	3/13/2019	SAVEMART	LUNCH FOR TRAINING DAY	100-2525-600.250.000	16.65
MIKAL KIRCHNER	2/22/2019	NELSON'S ACE HARDWARE	SR. CENTER VACUUM CLEANER	100-4200-600.250.000	165.96
MIKAL KIRCHNER	2/27/2019	NELSON'S ACE HARDWARE	PIONEER VILLAGE MAIN BLDG. KEY	601-4100-600.250.000	3.24
MIKAL KIRCHNER	3/7/2019	FRESNO ECONOMIC	SR. CENTER MEALS FEBRUARY	805-0000-226.000.000	1,688.73
MIKAL KIRCHNER	3/7/2019	CA PARK REC SOCIETY	KIRCHNER ANNUAL MEMBERSHIP	100-4700-610.900.000	170.00
MIKAL KIRCHNER	3/7/2019	SESAC	MUSIC RIGHTS (EVENTS, CONCERTS, ETC)	100-4100-600.400.000	444.57
MIKAL KIRCHNER	3/13/2019	FIRST STRING SPORTS	TBALL EQUIPMENT FOR SEASON	100-4700-600.250.000	836.03
MIKAL KIRCHNER	3/14/2019	KINGS RIVER WINERY	PIONEER VILLAGE FUNDRAISER DINNER	601-4100-600.400.000	750.00
MIKAL KIRCHNER	3/18/2019	NELSON'S ACE HARDWARE	KEYS FOR NEW REC. COORDINATOR	100-4100-600.250.000	6.49
MIKAL KIRCHNER	3/19/2019	AMAZON	GENTLEMENS GUIDE PLAY SUPPLIES	605-4300-656.540.027	791.18

## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
MIKAL KIRCHNER	3/19/2019	AMAZON	GENTLEMENS GUIDE PLAY SUPPLIES	605-4300-656.540.027	188.43
MIKAL KIRCHNER	3/20/2019	AMAZON	GENTLEMENS GUIDE PLAY SUPPLIES	605-4300-656.540.027	44.94
MIKAL KIRCHNER	3/21/2019	AMAZON	GENTLEMENS GUIDE PLAY SUPPLIES	605-4300-656.540.027	(80.99)
MYRON DYCK	2/22/2019	BARCODES INC	THERMAL TRANSFER PAPER LABELS	100-2100-600.250.000	166.42
MYRON DYCK	2/22/2019	BARCODES INC	RESIN RIBBON EVIDENCE PRINTERS	100-2100-600.250.000	216.40
MYRON DYCK	2/25/2019	ACTION TOWING	LONG TERM VEHICLE STORAGE/EVID	100-2100-600.250.000	62.00
MYRON DYCK	2/26/2019	THE HOME DEPOT	SUPPLIES FOR MOTORCYCLE COVER	100-2100-600.370.000	27.99
MYRON DYCK	2/25/2019	THE HOME DEPOT	SUPPLIES FOR MOTORCYCLE COVER	100-2100-600.370.000	761.55
MYRON DYCK	2/28/2019	THE HOME DEPOT	SUPPLIES FOR MOTORCYCLE COVER	100-2100-600.370.000	3.61
MYRON DYCK	3/20/2019	ACTION TOWING	LONG TERM VEHICLE STORAGE/EVID	100-2100-600.250.000	56.00
NESTOR GALVAN	3/5/2019	NAPA AUTO PARTS	CREDIT FROM INV 72825	701-9200-600.250.000	(488.10)
NESTOR GALVAN	3/1/2019	NAPA AUTO PARTS	30LB 134A REFRIGERANT	701-9200-600.250.000	(322.17)
NESTOR GALVAN	3/8/2019	NAPA AUTO PARTS	CORE DEPOSIT -INV#728816	701-9200-600.457.000	(262.04)
NESTOR GALVAN	2/28/2019	NAPA AUTO PARTS	CREDIT-HARDWARE KIT	701-9200-600.457.000	(119.89)
NESTOR GALVAN	2/26/2019	NAPA AUTO PARTS	LAMP-UNIT #189	701-9200-600.457.000	9.81
NESTOR GALVAN	3/14/2019	NAPA AUTO PARTS	OIL/AIR FILTER-UNIT #198	701-9200-600.457.000	11.11
NESTOR GALVAN	3/20/2019	NAPA AUTO PARTS	OIL/AIR FILTER-UNIT 197	701-9200-600.457.000	11.11
NESTOR GALVAN	3/4/2019	NAPA AUTO PARTS	OIL/AIR FILTER-UNIT 192	701-9200-600.457.000	11.11
NESTOR GALVAN	2/26/2019	NAPA AUTO PARTS	HI TEMP LIGHT SOCKET-UNIT #180	701-9200-600.457.000	11.92
NESTOR GALVAN	3/7/2019	NAPA AUTO PARTS	INTERLOCK TRAILER BALL- UNIT 1006	701-9200-600.457.000	13.01
NESTOR GALVAN	2/25/2019	NAPA AUTO PARTS	PURCHASE CIRCUIT TESTER-SHOP SUPPLY	701-9200-600.250.000	26.86
NESTOR GALVAN	3/4/2019	NAPA AUTO PARTS	ENGRAVER	701-9200-600.250.000	28.12
NESTOR GALVAN	2/25/2019	NAPA AUTO PARTS	OIL/AIR FILTER-UNIT #179	701-9200-600.457.000	31.44
NESTOR GALVAN	3/14/2019	NAPA AUTO PARTS	BRAKLEEN 50 ST 14OZ	701-9200-600.250.000	32.41
NESTOR GALVAN	3/5/2019	NAPA AUTO PARTS	BALL JOINT STUD-UNIT #3205	701-9200-600.457.000	40.09
NESTOR GALVAN	3/11/2019	NAPA AUTO PARTS	FUEL FILTER-UNIT #391	701-9200-600.457.000	60.98
NESTOR GALVAN	3/19/2019	NAPA AUTO PARTS	ALTERNATOR REAR BEARING-UNIT #4221	701-9200-600.457.000	61.24
NESTOR GALVAN	3/6/2019	NAPA AUTO PARTS	OIL/AIR FILTER, WIPER BLADES-UNIT #191	701-9200-600.457.000	64.77
NESTOR GALVAN	2/25/2019	NAPA AUTO PARTS	OIL/AIR FILTER, WIPER BLADE, OIL-UNIT-#728	701-9200-600.457.000	68.25
NESTOR GALVAN	3/7/2019	NAPA AUTO PARTS	GAS CAN, WORK LIGHT - UNIT #1006	701-9200-600.457.000	93.94
NESTOR GALVAN	2/28/2019	NAPA AUTO PARTS	HARDWARE KIT	701-9200-600.250.000	99.75
NESTOR GALVAN	3/6/2019	NAPA AUTO PARTS	HARDWARE KIT-UNIT #3206	701-9200-600.457.000	99.75
NESTOR GALVAN	3/6/2019	NAPA AUTO PARTS	DAMPER CONTROL-UNIT #3204	701-9200-600.457.000	113.92
NESTOR GALVAN	2/28/2019	NAPA AUTO PARTS	XMARK WHEEL KITS	701-9200-600.250.000	185.95
NESTOR GALVAN	3/1/2019	NAPA AUTO PARTS	30LB A/C REFRIGERANT	701-9200-600.250.000	322.17
NESTOR GALVAN	2/28/2019	NAPA AUTO PARTS	OIL & OIL BAY BOX RACK KIT	701-9200-600.250.000	390.46
NESTOR GALVAN	3/6/2019	NAPA AUTO PARTS	WIPER BLADES-SHOP SUPPLIES	701-9200-600.250.000	544.54
NESTOR GALVAN	3/7/2019	NAPA AUTO PARTS	12V DRYER KIT-UNIT #8505	701-9200-600.457.000	620.00
NESTOR GALVAN	2/28/2019	NAPA AUTO PARTS	SHOP SUPPLIES	701-9200-600.250.000	6,419.81
NESTOR GALVAN	2/28/2019	NAPA AUTO PARTS	A/C CART, ENGINE STAND, SCAN TOOL	701-9200-600.250.000	7,388.99
NESTOR GALVAN	2/27/2019	TIFCO INDUSTRIES	KNEELING MAT	701-9200-600.250.000	46.85

## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	2/26/2019	TIFCO INDUSTRIES	NC CAP SCREWS	701-9200-600.250.000	66.99
NESTOR GALVAN	2/27/2019	TIFCO INDUSTRIES	JAMESON TOOL TRAY	701-9200-600.250.000	290.37
NESTOR GALVAN	2/26/2019	TIFCO INDUSTRIES	PARTICLE RESPIRATOR-FILTER-WELDING	701-9200-600.250.000	648.71
NESTOR GALVAN	2/13/2019	TIFCO INDUSTRIES	CONNECTORS,SCREWDRIVERS,UTILITY KNIFE	701-9200-600.250.000	868.42
NESTOR GALVAN	3/5/2019	O'REILLY AUTO SUPPLY	CRDT-2 POST LIFT	701-9200-700.200.000	(10,470.38)
NESTOR GALVAN	3/5/2019	O'REILLY AUTO SUPPLY	CRDT-2 POST LIFT	701-9200-700.200.000	(10,470.38)
NESTOR GALVAN	3/20/2019	O'REILLY AUTO SUPPLY	CORE RETURN FROM INV#2886-322517	701-9200-600.457.000	(44.00)
NESTOR GALVAN	3/20/2019	O'REILLY AUTO SUPPLY	CAMSHAFT SENSOR-UNIT 291	701-9200-600.457.000	25.70
NESTOR GALVAN	2/25/2019	O'REILLY AUTO SUPPLY	PURCHASE TELESCOPING MIRROR-SHOP	701-9200-600.250.000	26.01
NESTOR GALVAN	3/4/2019	O'REILLY AUTO SUPPLY	NITRILE GLOVES	701-9200-600.250.000	47.15
NESTOR GALVAN	3/4/2019	O'REILLY AUTO SUPPLY	STOOL FOR SIGN ROOM	701-9200-600.250.000	54.23
NESTOR GALVAN	3/14/2019	O'REILLY AUTO SUPPLY	NITRILE GLOVES	701-9200-600.250.000	58.67
NESTOR GALVAN	3/20/2019	O'REILLY AUTO SUPPLY	MOLDING-UNIT #722	701-9200-600.457.000	113.35
NESTOR GALVAN	2/27/2019	O'REILLY AUTO SUPPLY	HOSE REEL,CPLR/PLUG, PRO AIR HOSE	701-9200-600.250.000	159.43
NESTOR GALVAN	2/28/2019	O'REILLY AUTO SUPPLY	FOG LIGHT-UNIT #727	701-9200-600.457.000	250.57
NESTOR GALVAN	3/20/2019	O'REILLY AUTO SUPPLY	BATTERY-UNIT #2600	701-9200-600.457.000	266.05
NESTOR GALVAN	3/6/2019	O'REILLY AUTO SUPPLY	SPILL KIT,GAUGE & HOSE, REFRIGERANT	701-9200-600.250.000	416.21
NESTOR GALVAN	3/20/2019	O'REILLY AUTO SUPPLY	CARDON CONTROL MODULE-UNIT #915	701-9200-600.457.000	420.03
NESTOR GALVAN	3/7/2019	O'REILLY AUTO SUPPLY	PURCHASE 2 POST LIFT	701-9200-700.200.000	10,220.38
NESTOR GALVAN	3/7/2019	O'REILLY AUTO SUPPLY	PURCHASE 2 POST LIFT	701-9200-700.200.000	10,220.38
NESTOR GALVAN	3/5/2019	O'REILLY AUTO SUPPLY	PURCHASE 2 TWO LIFT	701-9200-700.200.000	10,470.38
NESTOR GALVAN	3/5/2019	O'REILLY AUTO SUPPLY	PURCHASE 2 POST LIFT	701-9200-700.200.000	10,470.38
NESTOR GALVAN	3/7/2019	HOME DEPOT	WATER CLR,STORAGE/DIVIDER BX-UNIT #1006	701-9200-600.457.000	52.14
NESTOR GALVAN	3/7/2019	NELSON'S POWER CENTER	CHAIN LOOP-UNITL #4007	701-9200-600.457.000	39.69
NESTOR GALVAN	3/18/2019	NELSON'S POWER CENTER	CARBURETOR-UNIT 4618	701-9200-600.457.000	62.05
NESTOR GALVAN	3/7/2019	NELSON'S POWER CENTER	1 GALLON STIHL MOTMIX FOR 2 CYCLE	701-9200-600.250.000	282.01
NESTOR GALVAN	3/5/2019	NELSON'S POWER CENTER	SPRK PLUGS, V-BELT,DAMPER CONTROL-UNIT	701-9200-600.457.000	348.04
NESTOR GALVAN	3/14/2019	COOK'S COMMUNICATION	CREDIT-INV#140149/140012	701-9200-600.400.000	(614.18)
NESTOR GALVAN	3/13/2019	COOK'S COMMUNICATION	MOUNTING BRACKET-UNIT #1006	701-9200-600.400.000	172.35
NESTOR GALVAN	3/14/2019	COOK'S COMMUNICATION	INV#140159	701-9200-600.400.000	172.35
NESTOR GALVAN	3/14/2019	COOK'S COMMUNICATION	INV#140012	701-9200-600.400.000	441.83
NESTOR GALVAN	2/28/2019	COOK'S COMMUNICATION	MOBILE RADIO PKG/ANTENNA-UNIT #	701-9200-600.400.000	441.83
NESTOR GALVAN	3/14/2019	TERMINAL AIR BRAKE SUPPLY	SMOKE TEST-UNIT 8508	701-9200-600.400.000	100.00
NESTOR GALVAN	3/14/2019	TERMINAL AIR BRAKE SUPPLY	SMOKE TEST-UNIT 8507	701-9200-600.400.000	100.00
NESTOR GALVAN	3/14/2019	TERMINAL AIR BRAKE SUPPLY	SMOKE TEST-UNIT 8653	701-9200-600.400.000	100.00
NESTOR GALVAN	3/14/2019	TERMINAL AIR BRAKE SUPPLY	SMOKE TEST-UNIT 391	701-9200-600.400.000	100.00
NESTOR GALVAN	3/14/2019	TERMINAL AIR BRAKE SUPPLY	SMOKE TEST-UNIT 2600	701-9200-600.400.000	100.00
NESTOR GALVAN	3/14/2019	TERMINAL AIR BRAKE SUPPLY	SMOKE TEST-UNIT 8510	701-9200-600.400.000	100.00
NESTOR GALVAN	3/14/2019	TERMINAL AIR BRAKE SUPPLY	SMOKE TEST-UNIT 1208	701-9200-600.400.000	100.00
NESTOR GALVAN	3/14/2019	TERMINAL AIR BRAKE SUPPLY	SMOKE TEST-UNIT 315	701-9200-600.400.000	100.00
NESTOR GALVAN	3/14/2019	TERMINAL AIR BRAKE SUPPLY	SMOKE TEST-UNIT 1209	701-9200-600.400.000	100.00



## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	3/7/2019	CAMACHO TIRES	REPAIR FLAT-UNIT #1000	701-9200-600.457.000	15.00
NESTOR GALVAN	3/14/2019	CAMACHO TIRES	TIRE REPAIR-UNIT 198	701-9200-600.457.000	23.00
NESTOR GALVAN	3/19/2019	CAMACHO TIRES	INSTALL NEW TIRE-UNIT #197	701-9200-600.457.000	23.00
NESTOR GALVAN	2/21/2019	CAMACHO TIRES	INSTALL NEW TIRES-UNIT #184	701-9200-600.457.000	23.00
NESTOR GALVAN	3/18/2019	CAMACHO TIRES	TIRE REPAIR/RECYCLE-UNIT #178	701-9200-600.457.000	23.00
NESTOR GALVAN	3/14/2019	LAWRENCE TRACTOR CO INC	4-1 GAL TRU FUEL CASE OF 4	701-9200-600.250.000	351.54
NESTOR GALVAN	2/25/2019	LAWRENCE TRACTOR CO INC	PURCHASE BENCH GRINDER	701-9200-600.250.000	353.44
NESTOR GALVAN	3/1/2019	CALIFORNIA INDUSTRIAL RUBBER CO	ROLL PVC MATTING -UNIT 1006	701-9200-600.457.000	150.95
NESTOR GALVAN	3/13/2019	FAST UNDERCAR	DUTY PADS, ROTOR, REB CALP-UIT #1000	701-9200-600.457.000	378.80
NICOLETTE ANDERSEN	2/22/2019	AMAZON	CKP CINDERELLA COSTUMES	100-4300-600.250.000	109.93
NICOLETTE ANDERSEN	2/23/2019	AMAZON	CKP CINDERELLA COSTUMES	100-4300-600.250.000	14.99
NICOLETTE ANDERSEN	2/24/2019	AMAZON	CKP CINDERELLA COSTUMES	100-4300-600.250.000	54.93
NICOLETTE ANDERSEN	2/23/2019	HOME DEPOT	CKP CINDERELLA SET SUPPLIES & TOOLS	100-4300-600.250.000	412.62
NICOLETTE ANDERSEN	2/25/2019	FIGURE 53	CKP- PROJECTION LICENSING	100-4300-600.250.000	24.00
NICOLETTE ANDERSEN	2/24/2019	HOME DEPOT	CKP CINDERELLA SET SUPPLIES	100-4300-600.250.000	193.95
NICOLETTE ANDERSEN	2/25/2019	AMAZON	CKP CINDERELLA COSTUMES	100-4300-600.250.000	25.99
NICOLETTE ANDERSEN	2/26/2019	AMAZON	GG - COSTUMES AND PROPS	605-4300-656.540.027	1,030.98
NICOLETTE ANDERSEN	2/27/2019	JCPENNEY	CKP COSTUME- DRESS	100-4300-600.250.000	48.33
NICOLETTE ANDERSEN	2/28/2019	BATTERIES PLUS	CKP- CINDERELLA BATTERIES FOR MICS	100-4300-600.250.000	104.95
NICOLETTE ANDERSEN	2/28/2019	WALMART	CKP- SNACK BAR SUPPLIES	100-4300-600.250.000	150.06
NICOLETTE ANDERSEN	3/1/2019	WALMART	CKP- SNACK BAR SUPPLIES	100-4300-600.250.000	29.30
NICOLETTE ANDERSEN	3/3/2019	AMAZON	GG- COSTUMES AND PROPS	605-4300-656.540.027	32.19
NICOLETTE ANDERSEN	3/3/2019	SAVEMART	CKP- SNACK BAR SUPPLIES	100-4300-600.250.000	38.89
NICOLETTE ANDERSEN	3/3/2019	LITTLE CAESARS	CKP - CINDERELLA CAST PARTY	100-4300-600.250.000	92.10
NICOLETTE ANDERSEN	3/3/2019	OFFICE DEPOT	CKP-CAST PICTURES	100-4300-600.250.000	92.90
NICOLETTE ANDERSEN	3/5/2019	MUSICAL THEATER INTER	GG-MUSIC TRACKS	605-4300-656.540.027	750.00
NICOLETTE ANDERSEN	3/7/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(11.06)
NICOLETTE ANDERSEN	3/7/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(11.68)
NICOLETTE ANDERSEN	3/7/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(22.12)
NICOLETTE ANDERSEN	3/7/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(109.49)
NICOLETTE ANDERSEN	3/7/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(56.15)
NICOLETTE ANDERSEN	3/7/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(132.83)
NICOLETTE ANDERSEN	3/7/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(25.49)
NICOLETTE ANDERSEN	3/8/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(13.99)
NICOLETTE ANDERSEN	3/8/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(16.00)
NICOLETTE ANDERSEN	3/8/2019	AMAZON	CI COSTUME RETURN	605-4300-656.540.026	(56.28)
NICOLETTE ANDERSEN	3/8/2018	AMAZON	CI COSTUME RETURNS	605-4300-656.540.026	(26.02)
NICOLETTE ANDERSEN	3/8/2019	AMAZON	CI COSTUME RETURNS	605-4300-656.540.026	(29.99)
NICOLETTE ANDERSEN	3/9/2019	AMAZON	PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	3/9/2019	HOME DEPOT	GG- SET SUPPLIES	605-4300-656.540.027	96.96
NICOLETTE ANDERSEN	3/10/2019	HOME DEPOT	GG- SET SUPPLIES	605-4300-656.540.027	393.62

## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	3/11/2019	HOME DEPOT	GG- SET SUPPLIES	605-4300-656.540.027	167.08
NICOLETTE ANDERSEN	3/12/2019	OFFICEDEPOT	FEDEX RETURN SCRIPTS HSM	605-4300-656.540.033	50.21
NICOLETTE ANDERSEN	3/13/2019	AMAZON	GG- COSTUMES AND PROPS	605-4300-656.540.027	639.97
NICOLETTE ANDERSEN	3/14/2019	AMAZON	GG-COSTUMES AND PROPS	605-4300-656.540.027	26.71
NICOLETTE ANDERSEN	3/14/2019	GROSH BACKDROPS	GG-RED MAIN CURTAINS RENTAL	605-4300-656.540.027	1,005.75
NICOLETTE ANDERSEN	3/14/2019	AMAZON	GG-COSTUMES AND PROPS	605-4300-656.540.027	654.02
NICOLETTE ANDERSEN	3/16/2019	AMAZON	GG- COSTUME RETURN	605-4300-656.540.027	(15.51)
NICOLETTE ANDERSEN	3/16/2019	HOME DEPOT	GG - SET SUPPLIES	605-4300-656.540.027	15.14
NICOLETTE ANDERSEN	3/16/2019	HOME DEPOT	GG - SET SUPPLIES	605-4300-656.540.027	647.23
NICOLETTE ANDERSEN	3/18/2019	AMAZON	GG- COSTUMES AND PROPS	605-4300-656.540.027	60.98
NICOLETTE ANDERSEN	3/18/2019	BATTERIES PLUS	GG- MIC BATTERIES	605-4300-656.540.027	209.90
NICOLETTE ANDERSEN	3/17/2019	HOME DEPOT	GG-SET SUPPLIES	605-4300-656.540.027	25.02
NICOLETTE ANDERSEN	3/17/2019	HOME DEPOT	GG-SET SUPPLIES	605-4300-656.540.027	408.65
NICOLETTE ANDERSEN	3/18/2019	DRAMATIST PLAY SERV	WUD- SCRIPTS	605-4300-656.540.028	62.97
NICOLETTE ANDERSEN	3/18/2019	AMAZON	GG- COSTUMES AND PROPS	605-4300-656.540.027	95.34
NICOLETTE ANDERSEN	3/18/2019	AMAZON	GG- COSTUMES AND PROPS	605-4300-656.540.027	108.40
NICOLETTE ANDERSEN	3/18/2019	AMAZON	GG- COSTUMES AND PROPS	605-4300-656.540.027	108.44
NICOLETTE ANDERSEN	3/20/2019	WALMART	GG- COSTUMES AND PROPS	605-4300-656.540.027	23.89
NICOLETTE ANDERSEN	3/21/2019	AMAZON	GG- COSTUME EXCHANGE	605-4300-656.540.027	(29.97)
NICOLETTE ANDERSEN	3/21/2019	AMAZON	GG- COSTUME EXCHANGE	605-4300-656.540.027	(32.19)
NICOLETTE ANDERSEN	3/21/2019	AMAZON	GG- COSTUME EXCHANGE	605-4300-656.540.027	(32.19)
NICOLETTE ANDERSEN	3/21/2019	AMAZON	GG- COSTUME EXCHANGE	605-4300-656.540.027	(24.95)
POLICE DEPT NO 1	3/4/2019	AMAZON	ETHERNET SWITCH FOR EVIDENCE RM.	100-2100-600.250.000	23.85
POLICE DEPT NO 1	3/4/2019	ELM AVE. FEED, SELMA	DOG FOOD FOR BEN/ CERDA	100-2200-600.250.000	62.90
POLICE DEPT NO 1	3/6/2019	OFFICE MAX	USB FOR PHONE EXTRACTION/EVID.	100-2100-600.250.000	32.52
POLICE DEPT NO 1	3/9/2019	CRUCIAL COM	RAM FOR DISPATCH COMP/MARK 43	100-2100-600.250.000	258.61
POLICE DEPT NO 1	3/15/2019	OFFICE MAX	SHIP EVIDENCE TO OTHER LE DEPT.	100-2100-600.250.000	30.30
POLICE DEPT NO 1	3/18/2019	PET MEDICAL CENTER	CARE FOR POLICE K-9 BEN	100-2200-600.250.000	163.00
POLICE DEPT NO 2	2/26/2019	PET SUPPLIES PLUS	K9 FOOD	100-2200-600.250.000	97.13
POLICE DEPT NO 2	3/5/2019	EXTENDED STAY AMERICA	HOEL ROOM, GANG TRAINING COURSE	100-2200-610.915.000	227.08
POLICE DEPT NO 2	3/5/2019	EXTENDED STAY AMERICA	HOEL ROOM, GANG TRAINING COURSE	100-2200-610.915.000	227.08
POLICE DEPT NO 2	3/5/2019	CIRCLE K, CHINO HILLS, CA	GAS FOR CITY VEHICLE, TRAINING	701-9200-600.257.000	40.00
POLICE DEPT NO 2	3/7/2019	CHEVRON, MCFARLAND, CA	GAS FOR CITY VEHICLE, TRAINING	701-9200-600.257.000	40.00
POLICE DEPT NO 2	3/20/2019	DOUBLETREE, BAKERSFIELD, CA	HOTEL ROOM, DISPATCHER TRAINING COURSE	100-2100-610.915.000	158.82
POLICE DEPT NO 2	3/20/2019	DOUBLETREE, BAKERSFIELD, CA	HOTEL ROOM, DISPATCHER TRAINING COURSE	100-2100-610.915.000	171.82
RECREATION DEPT	2/17/2019	AMAZON	PLAY MATERIALS	605-4300-656.540.027	19.99
RECREATION DEPT	2/28/2019	AMAZON	PLAY MATERIALS	605-4300-656.540.027	39.89
RECREATION DEPT	2/28/2019	REGAL GAMES	BINGO CARDS	100-4200-600.250.000	351.98
RECREATION DEPT	3/1/2019	AMAZON	PLAY MATERIALS	605-4300-656.540.027	42.89
RECREATION DEPT	3/3/2019	AMAZON	PLAY MATERIALS	605-4300-656.540.027	16.99
RECREATION DEPT	3/4/2019	WALMART	SR. CENTER COFFEE SUPPLIES	100-4200-600.250.000	47.46



## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RECREATION DEPT	3/6/2019	AMAZON	SR. CENTER COFFEE URN	100-4200-600.250.000	43.38
RECREATION DEPT	3/6/2019	AMAZON	SR. CENTER SOUFFLE CUPS	100-4200-600.250.000	6.80
RECREATION DEPT	3/8/2019	SMART AND FINAL	SR. CENTER SUPPLIES	100-4200-600.250.000	124.44
RECREATION DEPT	3/11/2019	WALMART	SR. CENTER SUPPLIES	100-4200-600.250.000	29.04
RECREATION DEPT	3/14/2019	REGAL GAMES	BINGO CARDS	100-4200-600.250.000	73.99
RECREATION DEPT	3/19/2019	WALMART	PLAY SUPPLIES	605-4300-656.540.027	75.36
RECREATION DEPT	3/19/2019	RITE AID	CASE OF WATER	605-4300-656.540.027	4.89
RECREATION DEPT	3/20/2019	AMAZON	PLAY MATERIALS	605-4300-656.540.027	57.97
RECREATION DEPT	3/20/2019	AMAZON	PLAY MATERIALS	605-4300-656.540.027	13.70
REYNA RIVERA	2/27/2019	MARRIOTT LAX AIRPORT	MAYOR PER DIEM EXPENSE	100-1100-610.920.000	52.09
REYNA RIVERA	3/18/2019	SPECTRA ASSOCIATES	PUBLICATION SUPPLIES-MINUTES	100-1700-600.210.000	323.50
RICHARD FIGUEROA	2/28/2019	OFFICE MAX	HEADPHONES	100-2100-600.250.000	21.68
RICHARD FIGUEROA	3/16/2019	CENTRAL VALLEY GUNS	AMMO	100-2100-600.250.000	65.04
ROBERT PETERSEN	2/26/2019	SANDY'S FURNITURE	NEW MATTRESSES FOR STATIONS	100-2525-600.250.000	1,753.92
ROBERT PETERSEN	2/26/2019	ENDEAVOR BUSINESS MEDIA	FIREHOUSE CONFERENCE	100-2500-610.920.000	758.00
SHANE FERRELL	3/7/2019	NELSON'S ACE HARDWARE	HARDWARE-PARKS	100-5300-600.250.000	3.12
SHANE FERRELL	3/7/2019	NELSON'S ACE HARDWARE	ELECTRICAL SUPPLIES (BALLAST)CITY YARD	702-9300-600.250.000	22.99
SHANE FERRELL	3/7/2019	NELSON'S ACE HARDWARE	ELECTRICAL SUPPLIES (BALLAST)CITY HALL	702-9300-600.250.000	25.89
SHANE FERRELL	3/7/2019	NELSON'S ACE HARDWARE	WIRE ROPE/HARDWARE -BRETlinger	100-5300-600.250.000	28.10
SHANE FERRELL	3/7/2019	NELSON'S ACE HARDWARE	CAULKING/CAULKING GUN-PD REPAIRS	702-9300-600.250.000	29.53
SHANE FERRELL	3/7/2019	NELSON'S ACE HARDWARE	REPAIR SIDEWALK E FRONT ST	210-5400-600.360.000	51.40
SHANE FERRELL	3/7/2019	NELSON'S ACE HARDWARE	PAINT SUPPLIES-SALAZAR CENTER	702-9300-600.250.000	52.64
SHANE FERRELL	3/7/2019	NELSON'S ACE HARDWARE	PAINT SUPPLIES-SHAFER PARK	100-5300-600.250.000	209.09
SHANE FERRELL	3/12/2019	NELSON'S POWER CENTER	KILLS ALL WEED & GRASS-LLMD'S	220-5300-600.250.000	125.05
SHANE FERRELL	3/12/2019	NELSON'S POWER CENTER	KILLS ALL WEED & GRASS-STREETS	210-5400-600.250.000	125.05
SHANE FERRELL	3/12/2019	NELSON'S POWER CENTER	KILLS ALL WEED & GRASS-PARKS	100-5300-600.250.000	375.17
SHANE FERRELL	3/21/2019	1000 BULBS	PURCHASE 150W HPS BULBS FOR DECORATIVE	210-5400-600.250.000	135.88
SHANE FERRELL	3/21/2019	1000 BULBS	PURCHASE 100W HPS BULBS FOR DECORATIVE	210-5400-600.250.000	253.48
SHANE FERRELL	3/21/2019	1000 BULBS	PURCHASE BALLASTS FOR DECORATIVE LIGHTS	210-5400-600.250.000	491.78
SHANE FERRELL	3/14/2019	LAWRENCE TRACTOR CO INC	PURCHASE SPRING TRIMMERS 3@\$322.95 EA	100-5300-600.305.000	1,070.51
SHANE FERRELL	3/14/2019	LAWRENCE TRACTOR CO INC	PURCHASE TRU CUT WHEEL EDGERS 4@\$780	100-5300-600.305.000	3,327.99
TERESA GALLAVAN	3/1/2019	SALS MEXICAN RESTAURANT	LUNCH MTG EXPENSE - CalWater /CM	100-1300-610.920.000	28.37
TERRY REID	3/12/2019	BOB BARKER CO INC	JAIL CELL MATTRESS W/ PILLOW TOP	100-2200-610.915.000	183.69
TERRY REID	3/20/2019	UNIQUELY YOURS	EXPLORER POST FLAG, T-SHIRTS	100-2200-610.915.000	80.00
TERRY REID	3/2/2019	WAYFAIR	FRAUDLENT CHARGES *WILL BE REIMB	800-0000-121.000.000	315.94
TERRY REID	3/13/2019	WAYFAIR	FRAUDLENT CHARGES *WILL BE REIMB	800-0000-121.000.000	357.91
TERRY REID	3/18/2019	WAYFAIR	FRAUDLENT CHARGES *WILL BE REIMB	800-0000-121.000.000	311.87
TESLA NASON	3/13/2019	SAVE MART	RMA WORKSHOP SNACKS-REIMBURSED	800-0000-121.000.000	48.68
TESLA NASON	3/19/2019	JOBS AVAILABLE INC	PLANNING & DEVELOPMENT MGR AD	100-1400-600.200.000	362.00
TESLA NASON	3/19/2019	GRASSROOTS LAB LLC	PLANNING & DEVELOPMENT MGR AD	100-1400-600.200.000	225.00
TESLA NASON	3/20/2019	YOUR MEMBER-CAREERS	PLANNING & DEVELOPMENT MGR AD	100-1400-600.200.000	449.00

## US BANK INVOICE FOR CALCARD CHARGES: 2/23/19-3/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
TESLA NASON	3/21/2019	AMERICAN PLANNING ASSOCIATION	PLANNING & DEVELOPMENT MGR AD	100-1400-600.200.000	295.00
TESLA NASON	3/21/2019	CALIFORNIA ASSOCIATION ECON DEV	PLANNING & DEVELOPMENT MGR AD	100-1400-600.200.000	350.00
TIM CANNON	3/14/2019	POLICEONE	TASER TRAINING COURSE, DET FIGUEROA	100-2100-610.915.000	495.00
TIM CANNON	3/15/2019	POLICEONE	TASER TRAINING COURSE, DET PEARCE	100-2200-610.915.000	495.00
					106,082.36

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

**May 6, 2019**

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**ITEM NO:** 2.

**SUBJECT:** Consideration of a Memorandum of Understanding with Tutelian & Co., Inc. Regarding Potential Development of Community Park Infrastructure in Rockwell Pond

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**BACKGROUND:** At its September 17, 2018 meeting, the City Council discussed development of Rockwell Pond and adjoining County property as a potential City Park. As part of that staff report, information was provided from two Park Community Forums held on September 21, 2016 and May 21, 2015. (Attachment 1) Among items considered in the discussions were types of amenities the community would like to see in a future park, and viability of the proposed parcels to accommodate such amenities. The discussions addressed the fact that Rockwell Pond is part of the City's stormwater recharge system, in partnership with Consolidated Irrigation District ("CID"), and floods during the rainy season, thereby restricting any development on the basin floor.

Since 2006, Tutelian & Co., Inc., (the "Developer"), has been working on development of the Selma Grove project (the "Project") – initially a 60-acre commercial project being developed in phases near Rockwell Pond. The Project's first phase of development was the Toyota Dealership completed in 2017. The Developer has proposed for the next phase of the Project to be development of a "Mercado-style" commercial-entertainment center. The Developer desires to coordinate the development of the proposed next phase of the Project and potential park infrastructure at Rockwell Pond.

**DISCUSSION:**

*Rockwell Pond (Stormwater Recharge Facility)*

Currently there is no infrastructure at Rockwell Pond to support community park infrastructure. Staff has determined that the ponding area may be improved with the installation of vegetation and construction of walking and biking trails. Because the pond floods part of the year, staff recommends that any permanent improvements be restricted to the basin's perimeter – areas that are not inundated with water during periods of heavy rain. Further, any permanent infrastructure would need to be approved by the City's insurance.

Moreover, because Rockwell Pond is a stormwater recharge facility, CID must participate in any discussions or plans concerning improvements in the ponding area. Based on the foregoing, any proposed development of park infrastructure at Rockwell Pond requires further feasibility analysis and planning.

*Selma Grove*

To facilitate the Developer's concept of coordinating the development of the proposed next phase of the Project and potential park infrastructure on the perimeter of Rockwell Pond, the Developer has proposed, at its expense, to develop a conceptual drawing. If the City approves the Developer's conceptual drawing, the drawing will be marketed to potential commercial tenants and investors for the proposed next phase of the Project.

In exchange for the Developer's conceptual rendering, the City will commit to including the Developer in discussions regarding the development of park infrastructure on the pond's perimeter. Staff recommends City Council approve the Memorandum of Understanding ("MOU") (Attachment 2) formalizing the agreement between the Developer and the City. The MOU preserves the City's right to reject the conceptual drawing and plans for coordinating any development at Rockwell Pond, with or without cause. Furthermore, the MOU releases the City of any obligation to develop park infrastructure at Rockwell Pond, notwithstanding any approvals given for the conceptual drawing. Finally, the MOU provides that its provisions pertain solely to the potential development of park infrastructure at Rockwell Pond and do not constitute any approval of any concept of land use entitlement for the Selma Grove project.

**FISCAL IMPACT:**

There is no financial impact for entering into the MOU.

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**RECOMMENDATION:** Staff recommends Council,

- Discuss the MOU and, authorize the Mayor to execute the agreement, and
- Provide direction to staff and the Developer regarding desirable amenities in potential park infrastructure at Rockwell Pond.

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/s/  
Mikal Kirchner, Director of Recreation and Community Services

05/02/19

Date

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/s/  
Teresa Gallavan, City Manager

05/02/19

Date

## MEMORANDUM OF UNDERSTANDING

### (Community Park Infrastructure at Rockwell Pond)

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 2019, (“Effective Date”) by and between the City of Selma, a municipal corporation (the “City”) and Tutelian & Co., Inc., a California corporation, (the “Developer”). City and Developer are collectively referred to herein as the “Parties” and individually as “Party.”

### RECITALS

A. Since 2006, the Developer has been working on development of the Selma Grove Project (the “Project”) – initially a 60-acre commercial project being developed in phases – near Rockwell Pond. The first phase of development of the Project was the Toyota Dealership completed in 2017.

D. The concept proposed by the Developer for the next phase of the Project is a “Mercado-style” commercial-entertainment center. The Developer desires for the proposed next phase of the Project and a potential park at Rockwell Pond to be developed in a coordinated fashion.

E. The Developer has proposed, at its expense, to develop a conceptual drawing of potential park infrastructure at Rockwell Pond and, if approved by the City, would be marketed to potential commercial tenants and investors. Due to Rockwell Pond’s use as a stormwater recharge facility and the basin’s tendency to flood during periods of heavy rain, any proposed development must be restricted to the pond’s perimeter.

F. In exchange for the conceptual drawing, the City will commit to including the Developer in discussions regarding potential development of park infrastructure at Rockwell Pond.

G. The City and Developer desire to enter into this MOU for the purpose of allocating responsibility for conceptual drawing and potential development of park infrastructure at Rockwell Pond and payment of associated costs.

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

1. **Payment of Costs.** The Developer shall pay all costs and expenses associated with the conceptual drawing of park infrastructure at Rockwell Pond.

2. **Performance of Developer’s Obligations.** Without the requirement of notice or demand on the part of the City, the Developer shall provide the City with the conceptual drawing of park infrastructure at Rockwell Pond within six (6) months of the execution of this MOU, unless extended in writing by the Parties. The drawings shall only include proposed improvements along the perimeter of the pond. The drawings shall not include any improvements in the basin of Rockwell Pond.

3. **Performance of City's Obligations.** Without the requirement of notice or demand on the part of the Developer, the City shall analyze the conceptual drawing's design, engineering plans, ADA access, and compliance with local, state, and federal laws and regulations within six (6) months of the conceptual drawing's completion, unless extended in writing by the Parties. The City, in its sole and absolute discretion, shall preserve the right to reject the conceptual drawing and plans for development of park infrastructure at Rockwell Pond, with or without cause. In the event the City approves the conceptual drawings, Developer shall transfer all rights, title and interest in the drawings to the City.

4. **Approval of Park Development.** Notwithstanding the City's approval of the conceptual drawing, the City is not required to develop park infrastructure at Rockwell Pond. The City, in its sole and absolute discretion, may determine whether to use the conceptual drawings for development of park infrastructure at Rockwell Pond. In the event the City decides at its sole and absolute discretion to develop a park at Rockwell Pond, the City shall endeavor to solicit input from the Developer regarding the park's design and amenities.

5. **City's Approval of Selma Grove Project.** The provisions of this MOU pertain solely to potential development of park infrastructure at Rockwell Pond. Nothing contained herein constitutes any approval of any concept or land use entitlement for the development of the Selma Grove project.

6. **City's Termination of MOU.** The City, in its sole and absolute discretion, reserves the right to terminate or amend this MOU, with or without cause, upon providing Developer with seven (7) days written notice.

7. **Term.** Unless terminated as provided herein, this MOU shall terminate six (6) months after delivery of the conceptual drawing.

8. **Notices.** Notices shall be given pursuant to this MOU by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

Tutelian & Company, Inc.  
1401 Fulton Street, Suite 210  
Fresno, CA 93721  
Attention: Clifford H. Tutelian, President

City of Selma  
1710 Tucker Street  
Selma, California 93662  
Attention: City Manager

9. **Indemnification.** Developer shall indemnify, hold harmless, and defend the City, its officers, agents, and employees, 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, this MOU.

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 this MOU, and upon demand by City, Developer shall have an immediate duty to defend the City at Developer'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.

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

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

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

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

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

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



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

17. The person or persons executing this MOU on behalf of each Party represents and warrants that he/she has the authority to execute this MOU on behalf of that Party and has the authority to bind that party to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the City and the Developer have caused this Memorandum of Understanding to be executed as of the Effective Date.

“CITY”  
CITY OF SELMA

“DEVELOPER”  
TUTELIAN & CO., INC.

By: \_\_\_\_\_  
Scott Robertson, Mayor

By: \_\_\_\_\_  
Clifford Tutelian, President

ATTEST:

\_\_\_\_\_  
Reyna Rivera, City Clerk

Approved as to Form:

\_\_\_\_\_  
Bianca Sparks Rojas, City Attorney

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**ITEM NO:**

**SUBJECT:** Rockwell Park Update and Report

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**BACKGROUND:**

Staff will be providing an update and report on the current status of the potential development of a Park located adjacent to Rockwell Pond.

**DISCUSSION:**

Previously City Council approved staff to begin negotiations with the County of Fresno to purchase property owned by the County adjacent to Rockwell Pond. These negotiations continue to move forward and the City of Selma is in agreement in principal with the County for 28 acres. Upon completion of the agreement, staff will be coming back to City Council for a Closed Session to review and consideration of approval for the purchase and agreement. Originally staff had discussed with City Council the purchasing of 12 acres as part of an application for a Grant through the State of California's Department of Parks and Recreation. City Council approved staff to apply for a grant but unfortunately, the City of Selma wasn't chosen. This grant was for the property adjacent to the pond to develop open space for teams to practice and residents to use, restrooms, playground equipment, etc.

Previously, two Park Community Forums, May 21, 2015 and September 21, 2016, were held to seek input from residents on the type of park and amenities the community would like to see developed in or around Rockwell Pond or another potential site within the City of Selma. This meeting was designed to receive ideas of the type of park the community would like to see. It was stated very clearly that any potential amenities within the pond would be very limited due to flooding, as well as input for the amenities was important because this could be carried over to any potential site.

Staff continues to work with all of our youth sport organizations and with the community. Staff believes walking trails/bike trails would be a great asset around the Pond as well as a Water Feature that has been discussed. Tying in the Pond and the Park would be a great asset to the City of Selma. Finally, additional Community Forums will be held prior to any development. Staff believes Phase 1 of the Park should consider Open Space practice fields with lights for Youth Soccer and Youth Football, in addition, open for use by the general public, a developmentally disabled/community playground, lighted basketball courts, parking and a restroom. Phase 2 consideration for any remaining acreage would be considered at a later time. = Many grant opportunities will be available in early 2019, including the Land and Water Conservation Fund and through Proposition 68 just approved by the voters.

Staff will be providing a report at the meeting and looks forward in conduction additional community input meetings as we continue to develop the park.

**Attachments:**

- A. Potential Park Outlined  
24 Acres Park/4 Acres Right of Way Easement into Park
- B. Community Forum Notes  
May 21, 2015 and September 21, 2016

**RECOMMENDATION:** Continue negotiations with the County of Fresno regarding property adjacent to Rockwell Pond.

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Mikal Kirchner, Director Recreation & Comm. Svcs.

\_\_\_\_\_

Date

\_\_\_\_\_

Isaac Moreno, Interim City Manager

\_\_\_\_\_

Date

Rockwell Pond  
Park Development Meeting  
Wednesday, September 21, 2016

Those in attendance were provided information regarding the potential location of a new park. Each of these attendees was asked to provide their priorities for park amenities. Those in attendance let City staff know their priorities. They were written on an easel pad. Following the development of the list, each person was provided two sticker “dots” and asked to place one next to the amenities they feel are most important to consider with the development of a potential park. The following were suggested and listed in order of the most votes. There were some items (concession stand, bathrooms) that will be part of the park so it wasn’t necessary to vote for those.

<b><u>Amenity:</u></b>	<b><u># of Votes</u></b>
Flat Open Space With Lights	10
Special Needs Play Equipment	4
Walking Trails	3
Pickle ball Courts	2
Parcourse	2
Amphitheater	2
Restrooms	1
Picnic Tables	1
Barbecue Pits	1

**Those Listed Below Were Mentioned:**  
(Didn’t receive a sticker vote)

Two Full Soccer Fields With Lights	0
Dog Trail	0
Portable Lighting	0
Water Feature	0
Baseball/Softball Fields With Lights	0
Playground Equipment	0
Concession Stands	0
Trees	0

Rockwell Pond  
Park Development Meeting Review  
Thursday, May 21, 2015

Those in attendance were provided information regarding the park, and were allowed to ask questions prior to submitting input. Each of these attendees was asked to provide their priorities for park amenities. Those in attendance gave input and their list or items. City staff wrote down each of the items on a poster board. Following the development of the list, each person was provided two sticker “dots” and asked to place one next to the amenities they feel are most important to consider with the development of a potential park located at Rockwell Pond. Staff also informed those in attendance that this is a flood zone and some amenities will not be possible in this area. Staff however, asked for amenities that were important to them even if not for this potential site, they will be kept on file for the future.

<u>Amenity:</u>	<u># of Votes</u>
Baseball Fields (Youth/Adult)	21
Walking Trails/Bicycle (Information signs promoting Selma)	17
Wrestling Gym/Facility/Multi Level	15
Dog Park	9
Soccer Fields/Open Space	7
Softball Fields (Adult/Youth)	6
Pickleball Courts	4
Youth Football Field-Open Space for Practice	4
Playground Equipment (Kiddy Area)	3
Covered Picnic Shelters with bbq	2
Basketball Courts	2
Snack Bar	2
Martial Arts/Yoga Room	2
Fishing Pond/Boats	2
Tennis Court	1
Multi-Purpose Gym	1
Multi-Purpose Hall w/kitchen (Community Rental)	1
Rock Climbing Wall	1
Pool	1
Walk of Fame Sidewalk	1
Batting Cages	1
Portable Restrooms along w/permanent restrooms	1
Computer Lab	1

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**ITEM NO:** 3.

**SUBJECT:** Consideration of the Professional Services Agreements with QK Inc. and Rincon Consultants, Inc. for On-call Planning Services

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**DISCUSSION:** The Planning Department is a key component that assists with economic development, implementing state and local regulations, processing entitlement applications for Planning Commission and City Council consideration, and much more. Because of a shortage in staffing in this department and the number of projects underway and on the horizon, staff issued request for proposals (RFP) on March 1, 2019 for on-call planning services, with the intent to identify two to three firms that could best serve the City with as-needed, on-call planning services. The scope of services was as follows:

- Analyze projects for compliance with Selma's General Plan, Zoning Ordinance, Subdivision Ordinance, and other applicable plans and policies.
- Ability to review projects and provide comments within timeframes specified by the City.
- Meet with developers/applicants, engineers, property owners, contractors and other individuals to discuss, provide advice, explain procedures and suggest improvements regarding projects, pre-applications, development applications, feasibility analyses, conceptual development plans and code interpretations.
- Coordinate implementation of development applications during the construction phase to ensure compliance with approval conditions and mitigation measures.
- Develop and maintain good working relationships with Development Review Committee staff, other City departments and divisions, other jurisdictions, and the public.
- When required, be present at City Hall to meet with staff, applicants, etc. regarding project status and updates.
- Ability to prepare written staff reports to the Planning Commission and City Council, including accompanying resolutions, ordinances, conditions of approval, preparing PowerPoint presentations and giving oral presentations.
- Attend public hearings and community meetings as necessary.
- Ability to manage multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.
- Answer telephone or email inquiries regarding development applications.
- Facilitate special projects or assist staff with long-range planning initiatives.

Staff received five proposals in response to the RFP. After a panel review and references checking, staff is recommending contracts with both QK and Rincon (Attachments 1 and 2). QK would be the primary for day-to-day services estimated at 15 hours a week (more hours will be necessary initially), with Rincon providing on-call support when needed. Contracts

are on a time and materials basis, for a term of 3 years, in an annual amount not to exceed \$150,000 for the primary and \$75,000 for the secondary. For specific projects beyond day-to-day staff support, the City would provide to the consultant a description of the project and consultant would prepare a scope and cost for City consideration and approval. In most cases, costs for specific projects will be paid for by the collection of user fees from the developers.

Having both organizations on contract for on-call planning services will allow staff easier access to needed planning resources and customer service support.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
QK: \$142.00/hr. Rincon: \$156.00/hr. A complete rate schedule is incorporated into the attached agreements. QK not to exceed: \$150,000 Rincon not to exceed: \$75,000		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund   As of FYE 2017-18 Fund Balance: \$2,763,856		

**RECOMMENDATION:** Approve the agreements and authorize the City Manager to execute the agreements for On-call Planning Services

/s/

05/02/2019

Isaac Moreno, Assistant City Manager

Date

/s/

05/02/2019

Teresa Gallavan, City Manager

Date



## **CITY OF SELMA**

### **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 6, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Quad Knopf, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### **RECITALS**

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

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

#### **1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 6, 2022 unless sooner terminated pursuant to the provisions of this Agreement.

#### **2. SERVICES**

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

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

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

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per year, unless additional payment is approved by the City Manager.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

### **(b) Indemnity for other than professional liability**

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

(c) 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.

## **8. INSURANCE**

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

## **9. INDEPENDENT CONSULTANT**

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

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

## **10. LEGAL RESPONSIBILITIES**

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

## **11. UNDUE INFLUENCE**

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

## **12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during



his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

### **13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

### **14. NOTICES**

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

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
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With a Copy To:	Bianca Sparks Rojas, City Attorney Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
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To Consultant:

QK, Inc.  
Attn: Janel Freeman  
901 East Main Street  
Visalia, CA 93292

**15. ASSIGNMENT**

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

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

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

**16. GOVERNING LAW/ATTORNEYS' FEES**

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

**17. ENTIRE AGREEMENT**

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



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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**“CITY”**  
**City of Selma**

**“CONSULTANT”**  
**Quad Knopf, Inc**

By: \_\_\_\_\_  
Teresa Gallavan, City Manager

By: \_\_\_\_\_  
Janel Freeman, CFO

**Attest:**

By: \_\_\_\_\_  
Reyna Rivera, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Bianca Sparks Rojas, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the City with the following Services:

- Analyze projects for compliance with the City's General Plan, Zoning Ordinance, Subdivision Ordinance, and other applicable plans and policies.
- Review projects and provide comments within timeframes specified by the City.
- Meet with developers/applicants, engineers, property owners, contractors and other individuals to discuss, provide advice, explain procedures and suggest improvements regarding projects, pre-applications, development applications, feasibility analyses, conceptual development plans and code interpretations.
- Coordinate implementation of development applications during the construction phase to ensure compliance with approval conditions and mitigation measures.
- Develop and maintain good working relationships with Development Review Committee staff, other City departments and divisions, other jurisdictions, and the public.
- When requested, be present at City Hall to meet with staff, applicants, etc. regarding project status and updates.
- Prepare written staff reports to the Planning Commission and City Council, including accompanying resolutions, ordinances, conditions of approval, preparing PowerPoint presentations and giving oral presentations.
- Attend public hearings and community meetings as necessary.
- Manage multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.
- Answer telephone or email inquiries regarding development applications.
- Facilitate special projects or assist staff with long-range planning initiatives.
- Consultant shall provide the Services a minimum of 15 hours per week, unless otherwise directed by the City.
- Prior to commencing work on a specific development project/application, Consultant shall obtain approval from the City Manager.

## EXHIBIT B

### RATE SCHEDULE

Consultant shall perform the Services at the following rates:

Key Team Member	Title	Tasks	Hourly Billing Rate
Steve Brandt, AICP	Principal Planner	Client Relations	\$157
Kira Noguera	Senior Planner	Higher Level Planning Projects	\$142
Annalisa Perea, AICP, LEED, AP-ND	Senior Associate Planner	Mid-Level Planning Projects	\$121
Jessica Bispels	Assistant Planner	Standard Planning Projects	\$77
Additional Available Team Members			
Jerome Keene, AICP	Senior Planner	LAFCO-Related Projects	\$142
Jaymie Brauer	Principal Planner	CEQA/NEPA Compliance	\$157
Christopher Mynk, AICP	Principal Planner	CEQA/NEPA Compliance	\$157
Mike Ratajski	Senior Planner	Urban Design/Public Outreach	\$142
Philip Slater	Senior Associate GIS Analyst	GIS	\$112
Dan Garver, LLA	Senior Landscape Architect	Landscape Plans Review	\$142

Mileage will be reimbursed at the IRS standard rate when consultants are requested to travel to locations other than City Hall.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## CITY OF SELMA

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 6, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and RINCON CONSULTANTS, INC. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

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

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

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 6, 2022 unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

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

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Seventy Five Thousand Dollars (\$75,000.00) per year, unless additional payment is approved by the City Manager.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

### **(b) Indemnity for other than professional liability**

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

(c) **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.

## **8. INSURANCE**

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

## **9. INDEPENDENT CONSULTANT**

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

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

## **10. LEGAL RESPONSIBILITIES**

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

## **11. UNDUE INFLUENCE**

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

## **12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any



agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

### **13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

### **14. NOTICES**

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

To City: City of Selma  
1710 Tucker Street  
Selma, CA 93662  
Attention: City Manager

With a Copy To: Bianca Sparks Rojas, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant:

Rincon Consultants, Inc.  
Attn: Richard Daulton  
7080 North Whitney Avenue  
Suite 101  
Fresno, CA 93720

**15. ASSIGNMENT**

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

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

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

**16. GOVERNING LAW/ATTORNEYS' FEES**

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

**17. ENTIRE AGREEMENT**

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



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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**“CITY”**  
**City of Selma**

**“CONSULTANT”**  
**Rincon Consultants, Inc.**

By: \_\_\_\_\_  
Teresa Gallavan, City Manager

By: \_\_\_\_\_  
Richard Daulton, Vice President

**Attest:**

By: \_\_\_\_\_  
Reyna Rivera, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Bianca Sparks Rojas, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the City with the following Services:

- Analyze projects for compliance with the City's General Plan, Zoning Ordinance, Subdivision Ordinance, and other applicable plans and policies.
- Review projects and provide comments within timeframes specified by the City.
- Meet with developers/applicants, engineers, property owners, contractors and other individuals to discuss, provide advice, explain procedures and suggest improvements regarding projects, pre-applications, development applications, feasibility analyses, conceptual development plans and code interpretations.
- Coordinate implementation of development applications during the construction phase to ensure compliance with approval conditions and mitigation measures.
- Develop and maintain good working relationships with Development Review Committee staff, other City departments and divisions, other jurisdictions, and the public.
- When requested, be present at City Hall to meet with staff, applicants, etc. regarding project status and updates.
- Prepare written staff reports to the Planning Commission and City Council, including accompanying resolutions, ordinances, conditions of approval, preparing PowerPoint presentations and giving oral presentations.
- Attend public hearings and community meetings as necessary.
- Manage multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.
- Answer telephone or email inquiries regarding development applications.
- Facilitate special projects or assist staff with long-range planning initiatives.

**EXHIBIT B**  
**RATE SCHEDULE**

Consultant shall perform the Services at the following rates:

Professional, Technical & Support Personnel*	Hourly Rate
Principal II / Director II	\$235
Principal / Director I	\$215
Senior Supervisor II	\$200
Supervisor I	\$190
Senior Professional II	\$170
Senior Professional I	\$156
Professional IV	\$140
Professional III	\$125
Professional II	\$112
Professional I	\$100
Associate III	\$92
Associate II	\$86
Associate I	\$80
Project Assistant	\$75
Senior GIS Specialist	\$136
GIS/CADD Specialist II	\$120
GIS/CADD Specialist I	\$108
Technical Editor	\$110
Production Specialist	\$86
Clerical	\$75

*\*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.*

Mileage incurred by employee for travel will be reimbursed at the IRS standard rate.

For purposes of this Rate Schedule, Eric VonBerg, Project Manager is a Senior Professional 1.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**May 6, 2019**

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**ITEM NO:** 4.

**SUBJECT:** Consideration and Selection of a Demographer for By-District Elections;  
Approval of a Professional Services Agreement; and Appropriation of Funds  
from the General Fund

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**DISCUSSION:** At its February 4, 2019 meeting, the City Council directed staff to pursue a consultant to provide a workshop on the process for district elections and to potentially assist the City with districting services. The City contacted three firms/demographers for proposals – National Demographics Corporation, Jesus Garcia, and Q2 Data Research. One demographer (Douglas Johnson, National Demographics Corporation) has provided a responsive proposal (Attachment 1). As set forth in the attached response, National Demographics Corporation has advised numerous local public agencies within California on by-district elections.

The amount quoted by National Demographics Corporation for demographic and election history profiles and the creation of Council Districts is \$19,750. Additional services, such as in-person attendance at community meetings, paper kits for public participation in mapping districts, and interactive webpage map creation may be obtained by the City for extra cost as set forth in the attached proposal.

Staff recommends Council consider including the following services from the options provided in the proposal:

- |  |          |
|--|----------|
| 1) Level 1 – demographic and election history profiles   | \$2,250  |
| 90% of jurisdictions receive enough information from this step to move to district elections (Level 3) |          |
| 2) Level 2 – racially polarized voting analysis of two elections (optional)                            | \$3,000  |
| 3) Level 3 – drawing election districts  | \$17,500 |
| 4) In-person attendance at meetings (\$2,000 each meeting)   | \$6,000  |
| 5) Public participation kits   | \$3,500  |
| 6) Online interactive system to draw districts   | \$12,500 |

**ENVIRONMENTAL IMPACT:**

This matter is exempt from review under the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the selection of a demographer may have a significant effect on the environment. Therefore, this matter is not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines), and staff is directed to file a notice of exemption.

**FISCAL IMPACT:**

The services outlined above total \$44,750, which is proposed to come from the City's General Fund.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: General Fund  Fund Balance: FYE 2017-18 \$2,763,856		

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**RECOMMENDATION:** Staff recommends Council,

- Discuss the options to include in the consultant's scope of work, and
- Authorize the City Manager to execute a Professional Services Agreement (Attachment 2) with National Demographics Corporation not to exceed \$44,750 to provide a workshop on district elections and potential demographic and districting services.



Teresa Gallavan, City Manager

5-1-19

Date



# **A Proposal to the City of Selma for Districting Services**

By National Demographics Corporation  
Douglas Johnson, President

February 27, 2019



## National Demographics Corporation

February 27, 2019

Teresa Gallavan, City Manager  
City of Selma  
1710 Tucker Street  
Selma, CA 93662

Dear Ms. Gallavan,

Thank you for the opportunity to provide this proposal to the City of Selma. NDC has 38 years of experience districting and redistricting local jurisdictions, together with unmatched experience working with jurisdictions facing California Voting Rights Act (CVRA) concerns. Based in Glendale, NDC has worked on CVRA analysis and districting efforts for over 90 cities, 250 school districts, and a variety of other local California jurisdictions across the state, including countless cities and school districts across Fresno, Madera, Tulare and Kings counties. We welcome the opportunity to bring the firm's expertise and skills to assist the City.

NDC is available and ready to assist with assessing the City's potential liability in the face of a California Voting Rights Act challenge and/or with the move to by-district elections. If the City decides to move to by-district elections, NDC carefully tailors each project to the needs and goals of the individual client partner. NDC provides all required basic project elements, and NDC offers several options that the City can choose whether to include. NDC welcomes the opportunity to work with the City to encourage public participation in the districting process, and NDC offers several tools developed specifically for public engagement in this effort. And we offer templates and samples for every step of the project: analysis and staff reports; outreach materials; web pages and even resolution and ordinance templates.

The attached proposal consists of a brief introduction; specific proposed project elements and options; timeline and cost information; conclusion; and signature section. NDC looks forward to working with you on this effort. Please call or email if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

Douglas Johnson  
President





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## Executive Summary of Proposal

### ***Level 1: demographic and election history profiles***

This is a short-term effort to compile the demographics of a jurisdiction, its election history, and to study rather extreme districting test plans looking at (1) whether a majority-minority district is possible, even if it takes racial gerrymandering to get there; and (2) how extreme the lines would need to get to avoid pairing any current officeholder. None of these test maps are proposals that we recommend adopting, and in fact almost all would be illegal to adopt, but they give the jurisdiction a sense of what plaintiffs might want in a map and how ‘ugly’ a map would need to be to avoid pairing current officeholders.

About 90% of jurisdictions get enough information from just this step to make the decision whether to move to district elections (or not to), without the time and expense of a polarized voting analysis.

**Timeline:** 2 weeks (can be faster if needed)

**Cost:** \$2,250 (not including any in-person meeting fee)

### ***Level 2: racially polarized voting analysis*** (if desired)

Starting with two recent Council elections, and then adding additional elections if/as needed for added clarity, NDC would conduct a polarized voting analysis to determine the level of polarized voting present, if any.

**Timeline:** 3 weeks for initial 2 or 3 election(s) (can be faster if needed)

**Cost:** \$1,500 per election analyzed (not including any in-person meeting fee)

### ***Level 3: drawing election districts*** (if desired)

NDC will provide a variety of services related to the development and refinement of election districts, including public outreach, official consideration, adoption and implementation.

Optional elements include an NDC-designed and managed project website; paper- and excel-based “public participation kit”; online redistricting system that allows members of the public to draw and submit redistricting proposals online; and Spanish translation services.

**Timeline:** From one to fourteen months

**Basic Elements:** \$17,500 plus per-meeting and any optional project element costs





## About National Demographics Corporation:

### Brief Company History

NDC has served hundreds of local governments over the past 39 years. Founded in 1979, NDC has performed work in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois, Clark County Nevada, American Waterworks, California's Franchise Tax Board, the San Diego Unified School District, the Foundation for California, and the Arizona cities of Glendale, Mesa, Peoria, Phoenix, Mesa and Surprise.

The company is especially well known for its work in local and state government. Since 2002, NDC has established a reputation as the state's leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability and/or moves to by-district elections for over 350 jurisdictions. And no company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted well over 200 local school districts, cities, water districts, county boards, and other local districts.

Nationally recognized as a pioneer in good government districting and redistricting, NDC is especially experienced in working with local jurisdictions in California, Arizona and Nevada. This background gives us unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding the California and Federal Voting Rights Act and related election system choices.

### NDC and the California Voting Rights Act

NDC has performed analysis of potential demographic liability under the California Voting Rights Act (CVRA) for over 200 jurisdictions in California. NDC was brought in to help several jurisdictions after CVRA lawsuits were filed, including Madera Unified, Modesto, the City of Madera, Visalia, Compton, the City of Escondido, Palmdale, Santa Clarita Community College District, Glendale Community College District, ABC Unified, Placentia, and Anaheim.

No other firm even comes close to NDC's experience with this still-new law, and many of the jurisdictions listed above came to NDC after discovering the demographers they initially hired either did not sufficiently understand California and Federal Voting Rights law and the related demographics to help, or the demographers so badly handled the project that their own demographers' work directly resulted in the jurisdiction being sued.

NDC's expertise in both Voting Rights demographics and in the drawing of election districts is widely recognized. NDC's personnel are responsible for numerous books and articles on the subject, and President Douglas Johnson has been a speaker on the CVRA at conferences of the California School Board Association, the California Latino School Board Member Association, the California League of Cities, the California Special District Association, and other state and national conferences.

## Challenges of Demographic and Election History Analysis and CVRA

While the Federal Voting Rights Act enjoys nearly 50 years of legal precedents, California's version both builds on and directly rejects those precedents. Unfortunately, the law itself and the two court decisions issued so far do not clearly define the terms and potential liability involved.

The Federal Voting Rights Act requires plaintiffs to show that the "protected class" population in question can form an effective majority of an election district, and to show, through the "totality of circumstances," that racial motivations lie either overtly or covertly behind voting behavior in the jurisdiction. The California law explicitly rejects both of those requirements. Instead the question of liability under California's law lies entirely on the presence or absence of "racially polarized voting."

Under Federal law, analysis of polarized voting relies heavily on voting behavior in "homogeneous" voting precincts – precincts where 80 percent or more of the voters are of the same ethnicity. In the southern United States, where housing segregation is common, there are usually many such precincts in a given jurisdiction. In the more diverse neighborhoods of California, however, such precincts are very rare. "Ecological Regression," meaning the statistical analysis of voting patterns and demographics of each precinct in a given jurisdiction, acts as a 'backup' analysis tool in a jurisdiction that has lots of homogeneous precincts, and those homogeneous precincts act as statistical controls to ensure the accuracy of the Ecological Regression results. Since California generally lacks those natural statistical controls, the mathematical details of the ecological regression take on a level of importance in California cases that has never been seen or evaluated in any federal precedent. The demographer you select must understand these issues – both in their statistical and legal context – to accurately work with your counsel to assess potential liability and evaluate the options available to the jurisdiction.

One key unanswered question: "how big is a voting bloc"? Do 70 protected class need to vote for a given candidate before he or she is considered the "preferred candidate" of that protected class? 80 percent? One plaintiff expert claims that a 51 – 49 percent split among protected class voters is all that is required – meaning if the candidate preferred by 49 percent of protected class voters loses, the jurisdiction is in violation of the law. This is likely absurd, but no court has ruled on the question of how big a voting bloc must be before it qualified.

Another unanswered question: who is a "protected class candidate"? The California law set an unprecedented focus on elections where members of a protected class are candidates. But who "counts" as a protected class candidate? In Anaheim, one attorney for the Latino plaintiffs said that a half-Filipino, half-Latino Councilmember who self-described as Latina "didn't count." In the Eastside Elementary School District, the potential plaintiff implied that a School Board trustee with the last name of Johnson but who was 100% Mexican-American (and whose maiden name was "Ortega") did not count because (allegedly) voters did not know she was Latina. In the City of Compton case, plaintiffs said a half-African-American / half-Latina Councilmember 'did not count' because they said she did not receive enough support from Latino voters. These questions have been raised in the CVRA cases filed or threatened so far, but remain unanswered.



Another unanswered question: how reliable do the Ecological Regression results need to be before the Court will take action based on them? The statistical tools used generate several measures of accuracy and relevance. These questions were raised in the Palmdale case but not addressed in the Court's ruling. One common failing of potential plaintiff and jurisdiction demographers is to focus on the "point estimate" generated by the Ecological Regression. It is simple to take that number and be able to say "X percent of Latino voters supported candidate Y." But the mathematics say something different: NDC has often seen situations where the margin of error on those point estimates has been greater than the point estimate itself, such as "25 percent of Latino voters supported candidate Y, with a 95% confidence interval of 0 to 50 percent."

Only demographers experienced in Voting Rights-related analysis and litigation can appropriately advise your counsel and the District on how to interpret all these factors when evaluating their options. NDC is the demographic firm you need to get the best possible evaluation of potential liability under this extremely unclear law.

### **NDC's CVRA Analysis Process**

A polarized voting analysis can involve a quick review of a jurisdiction's most recent election or elections, or an in-depth review of every possible local, county, and statewide candidate and ballot measure election for the previous ten years. Under the CVRA, elections for the jurisdiction's own elected body carry the most weight, so NDC recommends that jurisdictions interested in a polarized voting analysis look at just one or two of their own elections to get an initial feel for the findings. If the results are unclear (which they are with some frequency, given the imprecise nature of the statistical methods and relatively small datasets often involved), or if the jurisdiction simply wishes to investigate more after hearing the initial report, NDC welcomes the chance to work with the jurisdiction to analyze as many elections as needed. This step by step approach provides the in-depth analysis the client needs to make its decision, while only incurring the minimal costs required to complete the project.

### **Voting Rights Act vulnerability analysis references (specific jurisdiction names withheld as these studies are done within the attorney-client privilege):**

- Ms. Youstina Aziz, Mr. Steven Dorsey, and/or Mr. Craig Steele of Richards, Watson and Gershon, 355 South Grand Avenue, 40th Floor, Los Angeles, California, 90071, (213) 626-8484.
- Mr. Michael E. Smith of Lozano Smith, 7404 North Spalding Ave., Fresno, CA 93720, (559)431-5600, MSmith@lozanosmith.com.
- Ms. Marguerite Leoni, of Nielsen, Merksamer, Parrinello, Gross & Leoni, 2350 Kerner Boulevard, Suite 250, San Rafael, CA 94901, (415)634-6840, mleoni@nmgovlaw.com (or ask for Mr. Chris Skinnell)
- Mr. John Ramirez, Rutan and Tucker, 611 Anton Boulevard, Suite 1400, Costa Mesa, CA 92626-1931, (714) 641-5100, jramirez@rutan.com (if not available, ask for Mr. Alan Fenstermacher)
- Mr. Warrant Kinsler, Atkinson, Andelson, Loya, Ruud & Romo, 12800 Center Court Drive, Suite 300, Cerritos, CA 90703, (562) 653-3424, WKinsler@aallr.com (or ask for David Soldani or Tiffany Tran).

## Potential Next Steps

After receiving and considering the demographic analysis and consulting with its counsel, each jurisdiction faces three options:

1. Do nothing;
2. Prepare to make the change to by-district-area elections quickly if there is public pressure to do so or if a legal demand letter arrives (to minimize legal and financial exposure, without pre-emptively acting immediately);
3. Proactively change to by-district-area elections to enter the CVRA “safe harbor” and avoid any potential legal liability under the CVRA.

If the jurisdiction decides to move to the CVRA "safe harbor" of by-district elections, NDC is also the state's leading firm in the field of drawing and transitioning to by-district elections. NDC has successfully guided over 150 clients moving from at-large to by-district and from-district election systems, re-drawing existing districts, and in moving back from by-district to at-large systems. No other firm can match NDC's extensive experience in this field.

## NDC's Districting Process

The following information is provided for information and for use if a jurisdiction decides to move to by-district elections. If the client decides not to move to by-district elections, the work would end with the demographic analysis described above.

## Technical Expertise

NDC's personnel are nationally recognized as leaders in the districting field, and are responsible for numerous books and articles on the subject. NDC possesses all the hardware and software necessary to the districting and redistricting needs of any jurisdiction, and its personnel have extensive experience in the line-drawing side of districting and redistricting work as well as in developing the databases used for these purposes.

The technical demands of a districting effort are high, and NDC is the undisputed leader in this area. But far more important than technical expertise are the interpersonal understanding and experience working with all parties in the process, including the public.

## Public Involvement

NDC pioneered the “transparent districting” approach which involves the public at every stage of the process. The company invented the "public participation kit" for public participation in districting efforts, which many of the firm's competitors now attempt to duplicate. Perhaps NDC's most valuable service is the firm's experience transforming often-contentious and passionate debates on this difficult subject into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities or positions. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.



## **Minority Group Outreach/Partnerships**

U.S. Supreme Court decisions are constantly changing the rules regarding districting, "race-based districting," and the establishment of districts focused on the electoral power of "protected classes." It is crucial that the consultant work with the racial, ethnic, and other community groups at the beginning of the process to welcome their ideas and develop the appropriate expectations regarding minority representation prospects. No NDC local districting or redistricting plans has ever been overturned in Court, nor have any even faced a Department of Justice challenge.

## **Openness**

Any change in election systems can have momentous implications for the distribution of political power in a jurisdiction and for access by groups and individuals to the governance process. Not surprisingly, such changes often attract considerable public attention, sometimes generate intense controversy, and may draw charges of manipulation and abuse of power. Disputes over the form and substance of the process and the results can result in stalemate or legal challenge. It is crucial, therefore, that the jurisdiction establish, at the beginning, a process that is not only fair, but that is seen to be fair, to all contending groups and individuals.

## **Media Outreach**

NDC's work has been widely praised in the media, and NDC has worked extensively on background, off the record, and on the record with all types of press including radio, television, newspaper, and new media.

## **Local Leadership**

NDC views its role as an advisor and technical resource. The firm advises its clients, but every project remains the client's project. NDC offers guidance based on its experience and expertise, but ultimately the decisions are made by the jurisdiction itself. NDC welcomes the chance to assist this project under the guidance and direction of the jurisdiction's elected leadership, key staff members, and the entire community.

## **Impeccable References**

All of NDC's former clients – without exception – can be contacted for references. The firm has no embarrassing projects. All NDC's local districting and redistricting plans have been accepted into law with a minimum of controversy. A list of references is included below.

Each of these elements of NDC's methodology is incorporated into the proposed project process below.

## **Proposed Scope of Work**

Each level of work is a discrete and separate part of this proposal. As each level is complete, NDC will consult with the client on the decision whether to proceed with the next level, skip

to a later stage of review, or to decide the review is complete. NDC will only proceed from one level to the next on direction from the client. The client can end the project after any level is complete, or the client can choose to skip levels as it wishes.

### **Level 1 - database of demographics & elections plus test maps**

#### **Task A: Create the demographic database**

This database will include 2010 Census data on total population and voting age population counts by race and ethnicity; California Statewide Database data on 2010 voter registration and turnout by Spanish- and Asian-American surnames; either Statewide Database, or, if that is not available in time, County Registrar current voter registration turnout records processed by NDC to identify Spanish- and Asian-American surnames; American Community Survey data on Citizens of Voting Age by race and ethnicity (also known as "eligible voters") from the latest Census Bureau reports.

#### **Task B: Elections Database**

Task: NDC will compile a list of 2001 - 2015 election results for all Council elections; for elections for overlapping school, county and state elections that involved "protected class" candidates; and for measures placed on the ballot by the City. NDC will work with the City to identify/confirm the ethnicity of the various candidates in these elections.

#### **Task C: Test District Map(s)**

Task: NDC will analyze whether it is possible to draw one or more majority-minority districts based on each of the following demographic databases:

- 2012 and 2014 general election voter turnout by surname (or 2016, once it is available)
- 2012 and 2014 general election voter registration by surname (or 2016, once it is available)
- Citizen Voting Age Population (2011-2015 Department of Justice Special Tabulation)
- Citizen Voting Age Population (2011-2015 American Community Survey)
- Voting Age Population (2010 Census)
- Total Population (2010 Census)

#### Level 1 Deliverables:

- Spreadsheet of District demographics in electronic and PDF format (NDC)
- Table listing elections, candidates, candidate ethnicity, and total votes (count and percentage) for each election collected. The table will be accompanied by a summary of which "protected class" candidates ran and whether they won or lost each election. The client will receive the report in PDF format.
- Demographic data on test district(s) and PDF map of test districts.

Level 1 Timeline: Typically three weeks, but can be done faster if necessary.



## National Demographics Corporation

Cost: \$2,250 for the analysis and report and web- or phone-conference call(s) to discuss. NDC is happy to attend any desired meetings/discussions in person, but that costs \$2,000 for each day of in-person meeting(s).

### Next Steps:

At the completion of the Level I, the client can decide whether to proceed with Level II, to jump to a later project level, or to consider the project complete. NDC will not proceed with any additional work beyond Level I without written direction from the client.

## Level II—Racially Polarized Voting Analysis

Task: Analysis of potential racially polarized voting patterns in key local and statewide elections. This includes:

- An initial analysis of the City's two most recent Council elections;
- Potential analysis of additional city, school, county, and statewide elections involving 'protected class' candidates and/or related issues;
- Homogeneous precinct analysis of election results, if there are any homogeneous precincts in the City;
- Ecological Regression analysis of election results.

Deliverables: List of the elections analyzed, scattergram of election data, and tables of regression and homogeneous precinct analysis data.

Cost: For the analysis and report and web- or phone-conference call(s) to discuss: \$1,500 per election analyzed (most often only two are analyzed, but the number can increase significantly depending on the client's interest and the level of precision of the statistical analysis possible in the client jurisdiction). NDC is happy to attend any desired meetings/discussions in person, but that costs \$2,000 for each day of in-person meeting(s).

Timeline: three weeks (but can be done faster if necessary).

### Next Steps:

At the completion of the Level II work, the client can decide whether to proceed with Level III, to jump to a later project level, or to consider the project complete. NDC will not proceed with any additional work beyond Level II without written direction from the client.

## Level III - Creating Districts (if necessary)

To provide the flexibility to meet the needs of the client if it decides to move to by-district-area elections, NDC offers a full menu of options:

### Basic Districting Project Elements

Includes all the services listed below: .....\$17,500

- Project Setup and coordination:





## National Demographics Corporation

- Development of redistricting database including Census and California Statewide Database data;
- Incorporation of any Geographic Information System (GIS) data that the City wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
- Initial discussion with key staff and/or Council members about demographics, communities of interest, schedule and criteria;
- Any phone- or web-conference calls to discussion the project's progress or answer any Council, staff or media questions that may arise;
- Plan Development:
  - Create of 2 to 4 initial draft maps for Council and public consideration;
  - Analysis and preparation for Council consideration of all whole or partial plans submitted by the public;
  - Conversion of all maps and reports to web-friendly versions for online posting;
  - Online posting of all maps to an interactive website for detailed review;
  - Create any requested additional and/or revised maps as requested;
- Plan Presentation:
  - Present (by phone- or web-conference included, in person subject to optional element cost) at public hearings and/or community forums prior to the drawing of any draft district maps;
  - Present (by phone- or web-conference included, in person subject to optional element cost) at public hearings at two Council meetings and/or public forums to discuss the draft maps;
- Work with the County Registrar of Voters to implement the final adopted plan.

### Optional Districting Project Elements

Selected at the client's discretion:

- In-person attendance and participation at Council meetings, public forum(s), and/or any other requested meetings; .....\$2,000
- Preparation and processing of paper, PDF and Excel-based "public participation kits" (paper kits that allow the public to draw and submit their own plans).....\$3,500
- Creation, hosting, and updating of an NDC--managed project information website (if the client does not wish to manage a project website as part of its existing website). .....\$4,000
- Hosting, managing and processing submitted plans for an online interactive system that allows public to draw and submit proposed districting plans through a standard web browser.....\$12,500
- Spanish translation of project-related materials.....\$125 per page

Stated prices include all travel, printing (except public participation kits and any large-plot maps), and other anticipated expenses.

Timeline: A timeline will be established in consultation with the client. This typically takes three to nine months, but can be done faster when necessary.



## Other Potential Project-Related Expenses:

The only anticipated additional districting expenses would be any site or staff costs for conducting the community forums; and the cost of printing or copying paper copies of the “Public Participation Kit.” In NDC’s experience, most public participants will download and print the Kits in their own homes or offices.

## Sample Districting/Redistricting References

Mr. Douglas Williford, City Manager, City of El Cajon, 200 Civic Center Way, El Cajon, CA 92020. Phone: (619) 441-1716. Email: [dwillifo@cityofelcajon.us](mailto:dwillifo@cityofelcajon.us)

Mr. Rick Haydon, City Manager, City of Santa Maria, 110 E. Cook Street, Santa Maria, CA 93454-5190. Phone: (805) 925-0951 ext. 2200. Email: [rhaydon@cityofsantamaria.org](mailto:rhaydon@cityofsantamaria.org)

Ms. Pam Abel, Superintendent, Modesto City Schools, 426 Locust Street, Modesto, CA 95351-2631. Phone: (209) 574-1616. Email: [able.p@mcs4kids.com](mailto:able.p@mcs4kids.com)

Mr. Darrell Talbert, City Manager, City of Corona, 400 S Vicentia Avenue, Corona, CA 92882-2187. Phone: 951.279.3670. Email: [Darrell.Talbert@ci.corona.ca.us](mailto:Darrell.Talbert@ci.corona.ca.us)

Mr. Steve Carrigan, City Manager, City of Merced, 678 West 18th Street, Merced, CA 95340. Phone: 209- 385-6834 Email: [citymanager@cityofmerced.org](mailto:citymanager@cityofmerced.org)

Mr. Devin Reif, Strategic Planning, City of Oakland, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612. Phone: 510-238-3550 Email: [DReiff@oaklandnet.com](mailto:DReiff@oaklandnet.com)

Mr. David Silberman, Deputy County Counsel, San Mateo County, 400 County Center, 6th Floor, Redwood City, CA 94063. Phone: 650-363-4749 Email: [dsilberman@smcgov.org](mailto:dsilberman@smcgov.org)

Judge Hugh Rose (retired), Chairman, City of Modesto Districting Commission. 508 King Richard Lane, Modesto, CA 95350. Phone (209) 522-0719. Email: [hhrose@hotmail.com](mailto:hhrose@hotmail.com).

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Fax (623) 349-6098. Email: [laja@buckeyeaz.gov](mailto:laja@buckeyeaz.gov).

## Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson) .....	\$300 per hour
Vice President (Justin Levitt).....	\$200 per hour
Senior Consultant.....	\$125 per hour
Analyst / Clerical.....	\$50 per hour



## National Demographics Corporation

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.

### **Requested Payment terms:**

NDC requests that one-half payment be made at project start and one-half at the conclusion.

### **Conclusion**

Since its founding NDC has been the preeminent company in the nation devoted to local election systems. To summarize:

- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has more experience in the field of municipal political election systems than any other company of which NDC is aware.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- NDC possesses fully up-to-date and highly effective geographic retrieval systems with applications specifically designed for districting and redistricting.
- Neither the Justice Department nor any Court has ever rejected any local government districting or redistricting plan submitted by NDC.

It should be clear that NDC has all the resources of experience, technical expertise, and legal/political know-how to assist the City in its current effort. NDC looks forward to the opportunity to work with the City on this project.



## National Demographics Corporation

### Proposal Acceptance

The terms of this proposal are available for 45 calendar days from its delivery to you. In most situations, NDC is open to extending that period of time to meet any particular needs of your jurisdiction.

NDC prides ourselves on tailoring each project to the needs and goals of each individual client. NDC is open to any feedback, concerns, requests, or changes regarding this proposal. If, however, it is acceptable in its current form, then NDC welcomes the opportunity to begin work as soon as possible.

If your jurisdiction has specific contract and/or letter of agreement language you prefer to use, please provide it and ignore the signature block below. If you prefer, simply sign two copies of this proposal in the signature block below and return them to NDC. Once signed by NDC, one copy will be returned to you. Thank you.

For National Demographics Corporation

For the City of Selma

\_\_\_\_\_  
Douglas Johnson, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Douglas Mark Johnson

P.O. Box 5271  
Glendale, CA 91221  
djohnson@NDCresearch.com

mobile: (310) 200-2058  
office: (909) 624-1442  
fax: (818) 254-1221

## Employment

President, National Demographics Corporation, 2006 – present.  
Senior Analyst, National Demographics Corporation, 2001 – 2006.  
Fellow, Rose Institute of State and Local Government, 2001 – present.  
Project Manager and Senior Manager at three internet startup companies, 1999 - 2001.  
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.  
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.  
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

## Education

Claremont Graduate University, Ph.D. in Political Science, 2015. Dissertation: “Independent Redistricting Commissions: Hopes and Lessons Learned.”  
UCLA Anderson Graduate School of Management, MBA, 1999.  
Claremont McKenna College, BA in Government (Political Science), 1992.

## Academic Honors

Graduated Cum Laude from Claremont McKenna College.  
Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

## Publications and Articles

Christian Science Monitor “Let the public help draw voting districts,” October 25, 2013.  
New York Times, “The Case for Open Primaries,” February 19, 2009.  
Los Angeles Times Opinion Articles:  
    “A neighbor’s help on redistricting” June 24, 2007.  
    “A Trojan horse primary for the GOP” February 25, 2007.  
    “Where a porn palace stood” (article on redevelopment), July 30, 2006.  
Fresno Bee Opinion Article: “The Poison Handshake” June 15, 2004.  
Redistricting in America. Rose Institute of State and Local Government, 2010.  
Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.  
“Competitive Districts in California” Rose Institute of State and Local Government, 2005.  
Latinos and Redistricting: “Californios For Fair Representation” and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.

## Speaker or Panelist

California School Board Association Annual Education Conference panelist: “The California Voting Rights Act: What Board Members Must Know.” December 4, 2015.  
Associated Cities of California – Orange County, Keynote Speaker, Newly Elected Officials’ Reception and Dinner, “The California Voting Rights Act,” January 29, 2015.  
California League of Cities, City Manager Department, 2015 Department Meeting: “Opportunity to Engage Residents: The California Voting Rights Act.” January 29, 2015.  
California League of Cities, City Clerk Department, 2014 Annual Meeting: “Whose Line Is It Anyway: Making the transition from at-large to by-district elections.” September 3, 2014.  
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2007 Spring Forum, “The Arizona Independent Redistricting Commissions’ experiences with the first-ever independent redistricting.”  
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2008 Spring Forum, “Communities of Interest In Redistricting: A Practical Guide.”

## Douglas Mark Johnson

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."

Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.

Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.

Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.

Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010

California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009

Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.

California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.

California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.

Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government

Texas Tech University, "A Symposium on Redistricting," May, 2006

California League of Cities, "Introduction to the California Voting Rights Act."

Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007

Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

# Justin Mark Levitt

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Glendale, CA 91221  
jlevitt@NDCresearch.com

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office: (818) 254-1221  
fax: (818) 254-1221

## Employment

Vice-President, National Demographics Corporation, 2012 – present.  
Senior Analyst, National Demographics Corporation, 2003 – 2011.  
Instructor in Political Science, University of California, San Diego, 2012 – present.  
Graduate Research Fellow, Center for US-Mexico Studies, 2010 – present.  
Graduate Research Fellow, University of California, San Diego, 2008 – 2010 and 2013 – 2014.  
Jesse M. Unruh California Assembly Fellow. 2006 – 2007.  
Rose Institute for State and Local Government, Student Manager. 2005 – 2006.

## Education

University of California, San Diego, Ph.D. Political Science, 2016. Dissertation title: “The Impact of Geographic Patterns on Tradeoffs in Redistricting.”  
Claremont McKenna College, BA in Philosophy, Politics and Economics (PPE), 2006.

## Academic Honors

California Studies Fellow, University of California, San Diego, 2007 – 2009  
Graduated Cum Laude from Claremont McKenna College.

## Publications and Conference Presentations

Settle, Jamie, Robert Bond, and Justin Levitt. 2011. “The Social Origins of Adult Political Behavior.” *American Politics Research*. 39 (2). 239-263

Miller, Kenneth and Justin Levitt. 2007. “The San Joaquin Valley.” In The New Political Geography of California. Eds. Frederick Douzet, Thad Kousser, and Kenneth Miller. Berkeley: Institute of Government Studies.

“The Political Geography of Tradeoffs in Redistricting” Paper presented at the State Politics and Policy Conference, Iowa City, IA, 2013

*Getting What You Want: A Bargaining Approach to Fair Division in Redistricting*. Paper presented at the “Challenging Urban Borders : the geopolitics of immigration and segregation” workshop, Berkeley, CA, 2013 and the State Politics and Policy Conference, Houston, TX, 2012

“An Atlas of Public Health in Mexico” (with Alberto Diaz Cayeros). Paper presented at the Hewlett Foundation Conference on Public Health, Mexico City, DF. 2012

“Remoteness and the Territoriality of Public Health” (with Alberto Diaz Cayeros). Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“Initiatives as revealed preferences”  
Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“No Se Puede: Latino Political Incorporation in Phoenix.”. Paper Presented at the New Political Geography of California conference, Berkeley, CA., 2009



## Justin Mark Levitt

*“Political Change in the Central Valley”*. Paper Presented at the Western Political Science Association conference, Las Vegas, NV.,2007

### Working Papers

Hill, Seth, Thad Kousser, Alex Hughes, and Justin Levitt. ND. *“How Competitiveness Shapes Infrequent Primary Voters Response to Receiving a GOTV Mailer.”*

Diaz-Cayeros, Alberto and Justin Levitt. ND. *“Remoteness and the Territoriality of Public Health.”*

Levitt, Justin. ND. *“Getting What You Want: A Bargaining Approach to Fair Division in Commission-led Redistricting.”*

### Teaching Experience

#### California State University, Long Beach, Department of Political Science

Adjunct Professor—POSC 327 (Urban Politics)	Spring 2016-Present
Adjunct Professor—POSC 229 (Cases in Policy Analysis)	Present
Adjunct Professor—POSC 412 (Law and Social Change)	Spring 2016-Present
Adjunct Professor—POSC 399 (California Politics Short Course)	Present

#### University of California, San Diego, Department of Political Science

Co-Instructor—UPS 170 (Regional Governance Reconsidered)	Spring 2015
Instructor—Poli 100A (The Presidency)	Fall 2014
Instructor—Poli 160AA (Introduction to Public Policy Analysis)	Fall 2013
Instructor—Poli 10 (Introduction to American Politics)	Summer 2013

## Shalice M. Tilton, M.M.C.

mobile: (714) 308-0726

stilton@NDCresearch.com

office: (818) 254-1221

### Employment

Senior Consultant, National Demographics Corporation, 2017 – present.

City Clerk, Department Director, Executive Manager, City of Buena Park, CA, 1998 – 2017

Deputy City Clerk, Division Manager, City of Buena Park, CA, 1994 – 1997

### Education

Master of Public Administration, National University

Bachelor of Science, Business Administration, Grand Canyon University

Master Municipal Clerk, International Institute of Municipal Clerks

Certified Municipal Clerk, International Institute of Municipal Clerks

### Professional Affiliations

International Institute of Municipal Clerks

League of California Cities, City Clerks Department

City Clerks Association of California

Southern California City Clerks Association

Buena Park Area Business Council

Historical Society of Buena Park

### External Highlights

Contributor, 2014 League of California Cities Western Cities publication, "The Balanced Triangle and the City Clerk's Role in Local Government."

Adjunct Professor, 2014-17 UC Irvine Extension and Association of California Cities – Public Policy Making Academy "Public Governance – City Government."

Guest Speaker, 2012 Association of California Cities Orange County, Government Leadership Summit, "Navigating Public Policy"

Guest Speaker, 2008 League of California Cities New Law and Election Seminar, "The Rewards of Being a Fearless City Clerk"

Co-Author, "International Institute of Municipal Clerks Code of Ethics Rules of Procedure," adopted by IIMC, July 2008

Guest Speaker, 2008 League of California Cities Mayor and City Council Executive Forum, "Technology and Electronic Media and the Public Records Act"

Educator and Trainer, 2007-2008 Master Municipal Clerk Academy of the International Institute of Municipal Clerks, "Understanding the Complex Legalities of the Clerk Domain"

Editor/Contributor, 2008 League of California Cities publication, "The People's Business: A Guide to the California Public Records Act"

2007 Integrity of Profession Award, Soroptimist International of Buena Park.

"Shalice Tilton Day," September 12, 2006, Buena Park City Council Proclamation

2003 President's Award, "Paying it Forward to Youth," City Clerks Association of California

2002 President's Ensemble Award, City Clerks Association of California

Founder, Program Chair, and Trainer, City Clerks Association of California, "Nuts & Bolts" Education Institute (100+ participants annually), 1997-2004

Mentor for Continuing Education for Public Officials, provided educational and professional guidance to entry-level City Clerks, 2002-2004

Guest Speaker, 2003 League of California Cities New Law and Election Seminar, "The Art of Preparing Minutes and Crafting Agenda Reports"

Nominated, 1999 International Institute of Municipal Clerks Technology Award of Excellence

Guest Speaker, City Clerks Association of California 1998 Annual Conference, "Charting Your Course - The Role, Responsibilities, and Duties of the City Clerk"

Guest Speaker, Government, Business & Education Tech Expo '97, "Records Management"

# Robert H. McEntire

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rmcentire@NDCresearch.com

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fax: (818) 254-1221

## Employment

Senior Consultant, National Demographics Corporation, 2017 – present.  
Assistant Superintendent Business/CBO, Covina-Valley Unified School District, 2016 – present.  
Chief Business & Financial Officer, Glendale Unified School District, 2014 – 2016.  
Chief Business Officer, Garvey School District, 2012 – 2014.  
Chief Financial Officer, Hollywood & Broadway Entertainment Partners, Los Angeles, New York, Boston, Singapore, 2005 – 2012.

## Education

University of Southern California, Los Angeles, CA, Doctor of Education: K-12 Leadership in Urban School Settings (*Candidate*), 2019. Dissertation title: “The Influence of Globalization, Leadership, and Science Fairs on the Female Acquisition of 21st-Century Skills and Their College-Career Pursuit of Science, Technology, Engineering, and Mathematics Majors and Careers as Seen at Our Lady’s School in Ireland.”  
Thunderbird School of Global Management, Glendale, AZ, MBA in Global Business Management, 2008.  
University of Southern California, Los Angeles, CA, Bachelor of Science in Business Administration, 2003.

## Recent Districting Engagements (partial list)

### CITIES

City of Barstow  
City of Dana Point  
City of Duarte  
City of Norco  
City of Oxnard  
City of Placentia  
City of Santee  
City of South Pasadena  
Town of Yucca Valley

### SCHOOL DISTRICTS

Antelope Valley College  
Barstow Unified School District  
Cajon Valley Unified School District  
El Monte Union High School District  
Inglewood Unified School District  
Irvine Unified School District

## Publications and Conference Presentations

### California Association of School Business Officials (CASBO):

Annual Conference, April 2018

- Panelist: Keeping Your Board Onboard: Effective Strategies for Business Leaders When Working with their Elected Officials – 100 Attendees

Chief Business Officer Symposium, November 2017

- Presider – General Session – 600 Attendees
- Panelist: The Budget and LCAP Integration at the District Level

Annual Conference, April 2016

- Presenter: Maximizing and Linking Your Bond, Capital Facilities and M&O Programs – 150 Attendees
- Presenter: Linking Your Bond, Maintenance and Operations Programs: Best Practices to Stretch Limited Resources – 100 Attendees
- Presenter: Evolution of the role of the Chief Business Officer – 300 Attendees

Chief Business Officer Symposium, November 2015

- Presider – General Session – 600 Attendees

## Teaching Experience

### Association of California School Administrators (ACSA)

- Lecturer: Personnel Administrators Academy, November 2017



## Districting Clients List

## National Demographics Corporation

### Cities

Anaheim  
Apple Valley  
Arcadia  
Atwater City  
Banning  
Barstow  
Bellflower  
Big Bear Lake  
Buckeye  
Buena Park  
Camarillo  
Campbell  
Carlsbad  
Carpinteria  
Cathedral City  
Cathedral City  
Ceres  
Chino  
Chino Hills  
Chino Hills  
Citrus Heights  
Claremont  
Colton  
Compton  
Corona  
Dana Point  
Dixon  
Duarte  
Eastvale  
El Cajon  
El Cajon  
Encinitas  
Escondido  
Exeter  
Firebaugh  
Fontana  
Fowler  
Fullerton  
Glendale (AZ)  
Glendale (CA)  
Glendora  
Half Moon Bay  
Hemet

Hesperia  
Hesperia  
Highland  
Imperial Beach  
Indio  
Jurupa Valley  
King City  
Kingsburg City  
La Mirada  
La Mirada  
Lake Elsinore  
Lake Forest  
Lemoore  
Lodi  
Lompoc  
Los Alamitos City  
Los Banos  
Madera  
Martinez City  
Meniffee  
Menlo Park  
Merced  
Mesa (AZ)  
Modesto  
Monrovia  
Monterey Park  
Moorpark  
Moreno Valley  
Morgan Hill  
Murietta  
Oakland  
Ojai  
Oxnard City  
Pacifica  
Palm Springs  
Palmdale  
Parlier  
Pasadena  
Paso Robles  
Patterson  
Peoria (AZ)  
Placentia  
Porterville

Poway City  
Rancho Cucamonga  
Redlands  
Redlands  
Redwood City  
Reedley  
Riverbank  
San Clemente  
San Diego  
San Marcos  
San Marcos  
San Rafael  
Sanger  
Santa Barbara  
Santa Clarita  
Santa Maria  
Santa Rosa  
Santee City  
Simi Valley  
Solana Beach  
South Pasadena  
South SF  
Stanton  
Surprise  
Tehachapi  
Temecula  
Torrance  
Tulare  
Turlock  
Twentynine Palms  
Vallejo  
Ventura  
Victorville  
Victorville  
Visalia  
Vista  
Wasco  
West Covina  
Whittier  
Wildomar  
Yucaipa  
Yucca Valley

## Community College Districts

Antelope Valley  
Barstow  
Coast  
Cuesta  
Glendale  
Grossmont-Cuyamaca  
MiraCosta  
Palomar

Pasadena City College  
Rancho Santiago  
San Diego  
Santa Clarita  
Sierra  
Southwestern

## Special Districts

Alta Irrigation  
Castaic / Newhall Water  
Castaic Lake Water Agency  
Chino Fire  
Desert Healthcare  
Desert Water Agency  
Fallbrook Regional Healthcare  
Fresno Irrigation  
Grossmont Healthcare  
Imperial Irrigation District  
Joshua Basin Water  
Jurupa Community Service District  
Kings River Conservation District  
Lake Arrowhead CSD  
Western Municipal Water  
Westside Community Health Care District

Leucadia Wastewater  
Mojave Water Agency  
Monterey Airport  
Palmdale Water  
Palomar Healthcare  
Rowland Water  
San Bernardino Water  
Santa Clara Valley Water  
Santa Maria Airport  
Tri-City Health  
Tulare Health Care District  
Upper San Gabriel Valley  
West Valley Water  
  
Winton Water

## School Districts

Alpine Union  
Alpine Union Elementary  
Alta Vista  
Bakersfield City Schools  
Barstow Unified  
Bonsall Union  
Elementary  
Borrego Springs Unified  
Buena Park Elementary  
Burton Elementary  
Cajon Valley Union  
Cajon Valley Union  
Cajon Valley Union  
Elementary  
Calistoga Joint Unified  
Capistrano Unified  
Capistrano Unified  
Cardiff Elementary  
Carlsbad Unified  
Carlsbad Unified

Caruthers  
Castaic Elem  
Castaic Elementary  
Cayucas  
Centinela Valley  
Central Unified  
Central Union High  
Centralia Elementary  
Chula Vista Elementary  
Claremont Unified  
Clay Elementary  
Clovis Unified  
Coalinga-Huron  
Coronado Unified  
Covina Valley  
Cypress Elem  
Dehesa Elementary  
Del Mar Union  
Elementary  
Dinuba Unified

Eastern Sierra Unified  
Eastside Union  
Elementary  
El Monte Union High  
Encinitas Union  
Elementary  
Escalon Unified  
Escondido Union  
Elementary  
Escondido Union High  
Exeter Elementary  
Exeter High  
Exeter Unified  
Fallbrook Elementary  
Fallbrook High  
Fallbrook Union  
Elementary  
Fallbrook Union High  
Fillmore Unified  
Firebaugh-Las Deltas





## Districting Clients List

## National Demographics Corporation

Fresno Unified  
Fullerton Union High  
Glendale  
Glendale Unified  
Golden Plains  
Goleta Unified  
Greenfield  
Grossmont Union High  
Hawthorn Elementary  
Hughson Unified  
Inglewood Unified  
Irvine Unified  
Jamul-Dulzura Union  
Julian Union Elementary  
Julian Union High  
Kerman Unified  
Kern High  
Keyes Union  
Kings Canyon Unified  
Kings River  
Kingsburg Elementary  
Kingsburg High  
La Mesa Spring Valley  
La Mesa-Spring Valley  
Lake Elsinore  
Lakeside Union  
Elementary  
Lakeside Union School  
Lancaster Elementary  
Lawndale Elem  
Lawndale Elementary  
Lemon Grove  
Elementary  
Lindsay Unified  
Los Alamitos Unified  
Lowell Joint Union  
Lucia Mar Unified  
Madera Unified  
Magnolia Elementary  
Merced City Elementary  
Merced Union High  
School District  
Modesto City Schools  
Modesto City Schools

Modoc Unified  
Monson Soltana  
Morgan Hill Unified  
Morongo Unified  
Mountain Empire  
Napa Valley Unified  
National Elementary  
New Jerusalem  
Newhall Elementary  
Newman Crows Landing  
Oak Grove Elementary  
Oceanside Unified  
Oceanside Unified  
Pacific Union  
Palo Verde  
Panama Buena Vista  
Pasadena Unified  
Perris Union High  
Pixley Union  
Placentia Yorba Linda  
Pleasant View  
Pomona Unified  
Porterville Unified  
Poway Unified  
Poway USD  
Ramona Unified  
Ramona Unified  
Rancho Santa Fe  
Elementary  
Redlands Unified  
Redwood City Schools  
Richland School District  
Riverbank  
Riverdale Unified  
Rosemead Unified  
Salida Union  
San Benito High  
San Dieguito  
San Dieguito Union High  
San Marcos Unified  
San Pasqual Union  
Elementary  
San Ramon Unified  
San Ysidro Elementary

Santa Cruz City Schools  
Santa Monica Unified  
Santee Elementary  
Selma Unified  
Sequoia Union High  
Sequoia Union High  
Simi Valley Unified  
Solana Beach Elementary  
South Bay Union  
South Pasadena Unified  
South SF Unified  
Spencer Valley  
Elementary  
Strathmore Elementary  
Sundale Union  
Elementary  
Sweetwater Union High  
Tulare City Elementary  
Tulare City High  
Tulelake Basin  
Turlock Unified  
Tustin Unified  
Twin Rivers Unified  
Vacaville Unified  
Vallecitos Elementary  
Valley Center Pauma  
Unified  
Victor School District  
Visalia Unified  
Vista Unified  
Walnut Valley Water  
Warner Unified  
Washington Unified  
Washington Union  
Waterford Union  
West Contra Costa USD  
West Fresno Elementary  
Westminster Elem  
Whittier City Schools  
Whittier Union High  
Whittier Union High  
Woodlake Union

### Counties

San Mateo (the last county that was not by-district)

## **CITY OF SELMA**

### **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of \_\_\_\_\_, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and National Demographics, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

### **RECITALS**

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

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

#### **1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

#### **2. SERVICES**

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

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

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

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



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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant upon the satisfactory completion of each approved project phase, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A ("Scope of Services and Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed Forty-four thousand seven hundred and fifty dollars (\$44,750) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices for payment at the beginning and end of each approved phase(s) of the project. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

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

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

### **(b) Indemnity for other than professional liability**

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

**(c) 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.

## **8. INSURANCE**

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

## **9. INDEPENDENT CONSULTANT**

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

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

## **10. LEGAL RESPONSIBILITIES**

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

## **11. UNDUE INFLUENCE**

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

## **12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

### 13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

## 14. NOTICES

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

To City: City of Selma  
1710 Tucker Street  
Selma, CA 93662  
Attention: City Manager

With a Copy To: Bianca Sparks Rojas, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746



To Consultant:

Douglas Johnson, President  
National Demographics Corporation  
P.O. Box 5271  
Glendale, CA 91221

**15. ASSIGNMENT**

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

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

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

**16. GOVERNING LAW/ATTORNEYS' FEES**

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

**17. ENTIRE AGREEMENT**

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



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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

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

**“CITY”**  
**City of Selma**

**“CONSULTANT”**  
National Demographics, Inc.

By: \_\_\_\_\_  
Teresa Gallavan, City Manager

By: \_\_\_\_\_  
Douglas Johnson, President

**Attest:**

By: \_\_\_\_\_  
Reyna Rivera, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Bianca Sparks Rojas, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES AND RATE SCHEDULE

#### Consultant shall provide the following Services:

Each level of work is a discrete and separate part of this proposal. As each level is complete, Consultant will consult with the City on the decision whether to proceed with the next level, skip to a later stage of review, or to decide the review is complete. Consultant will only proceed from one level to the next on direction from the City. The City can end the project after any level is complete, or the client can choose to skip levels as it wishes.

#### **Introduction-**

Consultant shall provide the Council with a workshop on the process for converting from at-large to district elections, with specific emphasis on public participation and the mapping process. This Introduction can be combined with the Level 1 analysis in order to provide Council a closed session briefing on the liability analysis on the same day as the workshop.

#### **Next Steps-**

At the completion of the Introduction, the City can decide whether to proceed with another project level, or to consider the project complete. Consultant will not proceed with any additional work beyond the Introduction without written direction from the City.

#### **Level 1 - database of demographics & elections plus test maps**

Task A: Create the demographic database This database will include 2010 Census data on total population and voting age population counts by race and ethnicity; California Statewide Database data on 2010 voter registration and turnout by Spanish- and Asian-American surnames; either Statewide Database, or, if that is not available in time, County Registrar current voter registration turnout records processed by NDC to identify Spanish- and Asian-American surnames; American Community Survey data on Citizens of Voting Age by race and ethnicity (also known as "eligible voters") from the latest Census Bureau reports.

Task B: Elections Database Task: Consultant will compile a list of 2001 - 2018 election results for all Council elections; for elections for overlapping school, county and state elections that involved "protected class" candidates; and for measures placed on the ballot by the City. Consultant will work with the City to identify/confirm the ethnicity of the various candidates in these elections.

Task C: Test District Map(s) Task: Consultant will analyze whether it is possible to draw one or more majority-minority districts based on each of the following demographic databases:

- 2012 and 2014 general election voter turnout by surname (or 2016, once it is available)
- 2012 and 2014 general election voter registration by surname (or 2016, once it is available)
- Citizen Voting Age Population (2011-2015 Department of Justice Special Tabulation)
- Citizen Voting Age Population (2011-2015 American Community Survey)
- Voting Age Population (2010 Census)
- Total Population (2010 Census)

**Level 1 Deliverables:**

- Spreadsheet of District demographics in electronic and PDF format (Consultant)
- Table listing elections, candidates, candidate ethnicity, and total votes (count and percentage) for each election collected. The table will be accompanied by a summary of which "protected class" candidates ran and whether they won or lost each election. The City will receive the report in PDF format.
- Demographic data on test district(s) and PDF map of test districts.

Level 1 Timeline: Typically three weeks, but can be done faster if necessary.

Cost: \$2,250 for the analysis and report and web- or phone-conference call(s) to discuss. Consultant may attend any desired meetings/discussions in person, but that costs \$2,000 for each day of in-person meeting(s).

Next Steps: At the completion of the Level I, the City can decide whether to proceed with Level II, to jump to a later project level, or to consider the project complete. Consultant will not proceed with any additional work beyond Level I without written direction from the City.

**Level II—Racially Polarized Voting Analysis**

Task: Analysis of potential racially polarized voting patterns in key local and statewide elections. This includes:

- An initial analysis of the City's two most recent Council elections;
- Potential analysis of additional city, school, county, and statewide elections involving 'protected class' candidates and/or related issues;
- Homogeneous precinct analysis of election results, if there are any homogeneous precincts in the City;
- Ecological Regression analysis of election results.

Deliverables: List of the elections analyzed, scattergram of election data, and tables of regression and homogeneous precinct analysis data.

Cost: For the analysis and report and web- or phone-conference call(s) to discuss: \$1,500 per election analyzed (most often only two are analyzed, but the number can increase significantly depending on the client's interest and the level of precision of the statistical analysis possible in the client jurisdiction). Consultant may attend any desired meetings/ discussions in person, but that costs \$2,000 for each day of in-person meeting(s).

Timeline: three weeks (but can be done faster if necessary).

Next Steps: At the completion of the Level II work, the City can decide whether to proceed with Level III, to jump to a later project level, or to consider the project complete. Consultant will not proceed with any additional work beyond Level II without written direction from the client.

### **Level III - Creating Districts (if necessary)**

To provide the flexibility to meet the needs of the client if it decides to move to by-district area elections, Consultant offers a full menu of options:

#### **Basic Districting Project Elements**

Includes all the services listed below:

\$17,500

#### **Project Setup and coordination:**

- Development of redistricting database including Census and California Statewide Database data;
- Incorporation of any Geographic Information System (GIS) data that the City wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
- Initial discussion with key staff and/or Council members about demographics, communities of interest, schedule and criteria;
- Any phone- or web-conference calls to discussion the project's progress or answer any Council, staff or media questions that may arise;

#### **Plan Development:**

- Creation of 2 to 4 initial draft maps for Council and public consideration;
- Analysis and preparation for Council consideration of all whole or partial plans submitted by the public;
- Conversion of all maps and reports to web-friendly versions for online posting;
- Online posting of all maps to an interactive website for detailed review;
- Create any requested additional and/or revised maps as requested;

#### **Plan Presentation:**

- Present (by phone- or web-conference included, in person subject to optional element cost) at public hearings and/or community forums prior to the drawing of any draft district maps;
- Present (by phone- or web-conference included, in person subject to optional element cost) at public hearings at two Council meetings and/or public forums to discuss the draft maps;

Work with the County Registrar of Voters to implement the final adopted plan.

**Optional Districting Project Elements**

Selected at the client's discretion:

- In-person attendance and participation at Council meetings, public forum(s), and/or any other requested meetings      \$2,000
- Preparation and processing of paper, PDF and Excel-based "public participation kits" (paper kits that allow the public to draw and submit their own plans) \$3,500
- Creation, hosting, and updating of a Consultant -managed project information website (if the client does not wish to manage a project website as part of its existing website)      \$4,000
- Hosting, managing and processing submitted plans for an online interactive system that allows public to draw and submit proposed districting plans through a standard web browser      \$12,500
- Spanish translation of project-related materials      \$125 per page

Stated prices include all travel, printing (except public participation kits and any large-plot maps), and other anticipated expenses.

Timeline: A timeline will be established in consultation with the client. This typically takes three to nine months, but can be done faster when necessary.

**Other Potential Project-Related Expenses:** The only anticipated additional districting expenses would be any site or staff costs for conducting the community forums; and the cost of printing or copying paper copies of the "Public Participation Kit." In Consultant's experience, most public participants will download and print the Kits in their own homes or offices.

**Additional Analysis**

Consultant may provide additional services at the following standard hourly rates:

- Principal (Dr. Douglas Johnson) .....\$300 per hour
- Vice President (Justin Levitt) .....\$200 per hour
- Senior Consultant .....\$125 per hour
- Analyst / Clerical .....\$50 per 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.

Row Labels	All Parks	Art Center	Basin	Berry Pk	Brentlinger Pk	City Hall	City Hall Annex	Corp Yard	Ditch banks	Downtown	Drain Inlet	Fire Dept	Fire Training Facility	Industrial Park	Islands	Lincoln Pk	Little League Pk	LLMD #1	LLMD #11	LLMD #2	LLMD #3	LLMD #4	LLMD #5	LLMD #7	LLMD #8	Mark's Pond	Medians	Nebraska Pond	Orange Pond	Other	Parking Lots	Peter Ringo	Pioneer Village	Pocket Park	Police Dept	Pump Stations	Salazar	Senior Center	Shafer Park	Sidewalks	Signals	Signs	St Lights	Storm Drains	Streets	Trees/Streets	Grand Total	
Asphalt Work					3																																							20		23		
Carpenter Work																																1.5														1.5		
Cleaning (outside)	95.5		5	1	22.5	14.5		17	5	41	5		1	0.5	21	3.5		46.5	4	33.8	27	1.5	7		2	4.75	25.5			4		5.5	61.5			1.5	1	1	19				2	13.5		494		
Custodial Work	52					16.8		10																									21.3			35									135			
Electrical work				13	5	1		1																								6.5			9.5					0.5	9.5	72		4		122		
Graffiti				1																									0.5											1.75	0.75		5		9			
Hauling/Loading			4					14.5		0.5		0.5				4.5											0.5			12.5			5											8		61.5		
Inventory								2																																					2			
Lock or Key Work	1																																													1		
Mechanical								4.5																																						4.5		
Meetings						26		13.5																						88				0.5										8		136		
Mowing/Renovating				7	33	2				12				2.5	24.5	14		29		9.5		7	9.5		19	5	9.5	7.5	5			14.5	17.5				7		44.5					7		287		
New Construction			2		1			2																						1		16						1	0.5			11.5		2		37		
Painting																															3													50		56.5		
Plumbing						2						5																																		7		
Pruning																												2																		2		
Removal			2																								1	2		1.5			0.5							1				8	2	18		
Repairing	6	2	1	8.5	24	15.5	1	8.5		15		1			19.5	8	3.5	12	17	25	5	8.5	1.5	7	6				3		78	4	2.5	2.5	2	0.5	1	37.5	3	3.5	54.5	0.5	2	18		408		
Sick Leave																													62																		62	
Spraying					8								1.5		3.5			5		5						2	11	3								3			2	16					7		67	
Supervision						13.5		16																					1																	30.5		
Sweeping																																														139		139
Vacation Leave																													85.5																		85.5	
Grand Total	155	2	14	30.5	96.5	91.3	1	89	5	68.5	5	6.5	2.5	3	68.5	30	3.5	92.5	21	73.3	32	17	18	7	27	11.8	47.5	14.5	5	259	3	122	88.5	2.5	33.8	2	12	38	101	39	4	77.3	73.3	4	289	2	2188	

**POLICE DEPARTMENT**  
**BI-WEEKLY COUNCIL UPDATE**  
**(4/14/19 – 4/28/19)**

**Crime Trends**

- Over the 14-day period referenced in this report, total reported crime in the city of Selma rose from twenty (20) reported crimes the previous two-week period to twenty-seven (27), a 35% increase in total reported crime. Of note, during this period, there were zero (0) reported violent crimes, and three (3) such crimes reported over the last twenty-eight (28) days. The increases are in the property crime category, with increases in reported Burglary (4 vs 5), Larceny (9 vs 20), and Vehicle Burglary (3 vs 10). Auto theft fell by 50% (4 vs 2) over the same period. Many of the reports of Vehicle Burglary and Larceny involved victims leaving items in plain sight within either locked or unlocked vehicles, making them easy targets for thieves.

**SIGNIFICANT CALLS FOR SERVICE**

- On 4/13/19, one of our regularly scheduled “Curfew” Enforcement Operations was held. No under-age individuals were found to be in violation of the curfew ordinance, and no “repeat” contacts from our last operation were made.
- On 4/22/19, at approximately 5:15pm, officers were dispatched to the 2000 block of Second St. for an unknown subject breaking a window. When Officers arrived on scene, suspect Jesus Lozano, was seen exiting a second story window fleeing from officers. Further investigation revealed suspect Lozano broke into the Dance Studio located at 2013 Second St. via a second story window off the alleyway. A pair of bolt cutters and a ladder, used by the suspect, were located in the alley. Suspect Lozano is on probation for Grand Theft Auto and has an extensive criminal history involving thefts, drugs, resisting arrest, threatening police officers, and felony evading. Suspect identified as Jesus Lozano (12-25-87) 13246 E. Mt. View Ave. Selma, Ca. Suspect booked into FCJ for Burglary and Resisting Arrest.





### **Personnel**

- Please see attached Personnel Status Report

### **Community Events**

- Bringing Broken Neighborhoods Back to Life held its first “Bringing Neighbors Together” community event on Saturday, April 13 at Lincoln Park. Over 500 people were in attendance. Our next event, hosted by Adventist Health on their campus on Rose Avenue, is scheduled for Saturday, May 18<sup>th</sup>.
  1. April 13 – Lincoln Park
  2. May 18 – Adventist Hospital grounds
  3. June 8 – SMART Center
  4. July 25 (Thursday) – Lincoln Park
  5. August 24 – Ringo Park
  6. September 28 (March for Jesus) - TBA

## SELMA POLICE DEPARTMENT PERSONNEL STATUS REPORT

Status as of: 5-1-19

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	0	27	6	16	2		2	1			27
Res. Off.*	NA	NA	1		1							1
ESD	7	0	7	2				3	2			7
CSO	2	0	2		1				1			2
Records	2	0	2					1	1			2
Property	1	0	1					1				1
<b>TOTAL</b>	<b>47</b>	<b>0</b>	<b>48</b>	<b>12</b>	<b>21</b>	<b>2</b>		<b>8</b>	<b>5</b>			<b>48</b>

\*Reserve Officer

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