

Agenda Item 1.a.
CITY OF SELMA
COUNCIL REGULAR MEETING
May 4, 2020

VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 848 8066 1260 PASSCODE 93662 TO PROVIDE COMMENTS ON AGENDA ITEMS.

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Avalos, Robertson, Trujillo, Mayor Pro Tem Guerra, and Mayor Franco.

Also present were Special Counsel Costanzo, Assistant City Manager Moreno, City Manager Gallavan, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Gomez, Public Works Director Ferrell, City Engineer Daniel Bond, City Planner Kira Noguera, 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: Fr. Lupe Rios, St. Joseph Catholic Church led the invocation.

COUNCIL PRIORITIES QUARTERLY REPORT: City Manager Gallavan provided a power point presentation on the quarterly report reviewing the progress and staff activities for the months of January through March 2020 in each area of Council priorities, as established at the previous year's budget priorities workshop. She then answered Council questions and Council members each discussed their current priorities.

10-YEAR FINANCIAL FORECAST REPORT: Assistant City Manager Moreno discussed a power point presentation on the general fund revenues and expenditures forecast, the impacts of COVID-19, and resulting projected losses.

Mayor Franco then invited City Manager Gallavan to provide a clarification in response to Council member Trujillo's question on her Council priorities report. She stated that Infrastructure was included with Improvements and Streamlining of Processes under the Economic Development category of last quarter's Council priorities.

CONSENT CALENDAR: Council member Robertson requested to pull agenda item 1.c. for separate discussion. Motion was then made by Council member Robertson to approve the remainder of the Consent calendar as written. Motion was seconded by Council member Avalos and carried unanimously.

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|---|---|
| 1.a. <u>Approved</u>
<u>2020-19R</u> | Consideration of a Resolution authorizing the City Manager or Designee to enter into a Funding Agreement with the State Water Resources Control Board for Valley View Storm Drain Project |
| b. <u>Approved</u>
<u>2020-20R</u> | Consideration of a Resolution authorizing the City Manager to execute an agreement with Hinderliter, de Llamas & Associates (HDL) for confidential sales, use, and transactions tax records examination |

- c. Pulled Consideration of the check register dated April 24, 2020

CONSENT CALENDAR AGENDA ITEM 1.c. CONSIDERATION OF THE CHECK REGISTER DATED APRIL 24, 2020: After discussion, motion was made by Council member Robertson and seconded by Mayor Pro Tem Guerra to approve CHECK REGISTER DATED APRIL 24, 2020. Motion carried unanimously.

2. Approved Consideration of a Professional Services Agreement with Revenue & Cost Specialists, LLC for Cost Allocation & User Fee Study

Assistant City Manager Moreno discussed the value of this study in identifying costs of services provided to the public to ensure full cost recovery for the City, and the tasks involved in and cost of preparing this study. City Manager Gallavan discussed the probability that the cost of the study would be recovered in user fee increases since current user fees have not been updated in 15 years and are based on a study done in 2005. Chu Thai, Vice President, Revenue & Cost Specialists, LLC was also present for discussion and questions.

After Council discussion, motion was made by Council member Trujillo to approve AUTHORIZING CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH REVENUE & COST SPECIALISTS, LLC FOR COST ALLOCATION & USER FEE STUDY. Motioned was seconded by Mayor Franco.

Council member Avalos then requested that this agenda item be continued and made a motion to continue CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH REVENUE & COST SPECIALISTS, LLC FOR COST ALLOCATION & USER FEE STUDY to a future Council Regular meeting to allow for additional research by staff. There was no second to this motion so the second motion did not move forward.

After further Council discussion, the first motion made by Council member Trujillo and seconded by Mayor Franco to approve AUTHORIZING CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH REVENUE & COST SPECIALISTS, LLC FOR COST ALLOCATION & USER FEE STUDY carried with the following vote:

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

3. Approved Consideration of Construction of Median Island and paving improvements to Highland Avenue between Arrants Street and Rose Avenue in connection with construction of a new facility for auto body repair and car sales

City Manager Gallavan discussed the road safety improvements required by CalTrans to accommodate the proposed commercial development on Highland Avenue between Arrants Street and Rose Avenue, the approximate cost of the project, and funding options.

RECESS: At 7:24 p.m. Mayor Franco recessed for a short break. The meeting was reconvened at 7:28 p.m.

Special Counsel Costanzo continued the discussion on agenda item 3, regarding terms of the development agreement that would be required and the potential revenue that would be generated by this commercial development. City Manager Gallavan, Assistant City Manager Moreno, Special Counsel Costanzo, and City Engineer Daniel Bond then answered Council questions.

After Council discussion, motion was made by Council member Trujillo to AUTHORIZE STAFF TO NEGOTIATE A DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF MEDIAN ISLAND AND PAVING IMPROVEMENTS BY CITY CONTINGENT ON AN AUTO BODY REPAIR AND CAR SALES COMMERCIAL DEVELOPMENT BY DEVELOPER ON HIGHLAND AVENUE BETWEEN ARRANTS STREET AND ROSE AVENUE. Motion was seconded by Mayor Franco.

Council member Robertson requested that a business plan for the proposed development be included in the negotiations and be provided to Council prior to approval of an agreement. Special Counsel Costanzo clarified that any negotiated development agreement for Council consideration would include a detailed business plan for the project.

Motion made by Council member Trujillo and seconded by Mayor Franco to AUTHORIZE STAFF TO NEGOTIATE A DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF MEDIAN ISLAND AND PAVING IMPROVEMENTS BY CITY CONTINGENT ON AN AUTO BODY REPAIR AND CAR SALES COMMERCIAL DEVELOPMENT BY DEVELOPER ON HIGHLAND AVENUE BETWEEN ARRANTS STREET AND ROSE AVENUE carried unanimously.

4. Approved
2020-21R Consideration of a Resolution Amending Exhibit F to Amended and Restated Solid Waste and Recycling Franchise Agreement for Solid Waste Collection, Green Waste Collection and Recycling Services to Include Short Term and Special Bins and Charges for Identified Sized Bins; and Approving and Authorizing Issuance of Notice to Residential and Commercial Customers of Rate Increase in Accordance with Proposition 218

City Manager Gallavan discussed the request that was considered at the April 20, 2020 Council Regular meeting for a special interim rate increase for waste services provided by Waste Management due to increased operating expenses resulting from changes to industry standards. She discussed the tentative agreement terms negotiated by City staff with Waste Management. Special Counsel Costanzo confirmed the increases in Waste Management's operating expenses and discussed the negotiations that took place in reaching an agreement. Liz Gomez, Public Sector Manager, Waste Management and Sandra Pursley, Area

Municipal Marketing Manager, Waste Management were also present to answer Council questions.

After Council discussion, motion was made by Council member Avalos and seconded by Mayor Pro Tem Guerra to adopt RESOLUTION NO. 2020-21R AMENDING EXHIBIT F TO AMENDED AND RESTATED SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION, GREEN WASTE COLLECTION AND RECYCLING SERVICES TO INCLUDE SHORT TERM AND SPECIAL BINS AND CHARGES FOR IDENTIFIED SIZED BINS; AND APPROVING AND AUTHORIZING ISSUANCE OF NOTICE TO RESIDENTIAL AND COMMERCIAL CUSTOMERS OF RATE INCREASE IN ACCORDANCE WITH CALIFORNIA CONSTITUTION ARTICLE XIII (D), SECTION 6 (PROPOSITION 218). Motion carried unanimously.

DEPARTMENT REPORTS: City Manager Gallavan reported on the status of the COVID-19 response progress for California and Fresno County, as well as potential City participation in the Great Plates Delivered program for qualifying residents.

Special Counsel Costanzo discussed previous Council consideration of dividing the City into five districts instead of four districts with elected Mayor and consensus to continue this item to the November 2020 election ballot. He recommended that if Council still wished to consider this item that it be added to a June Council Regular meeting agenda in order to meet the August deadline for the addition of this item to the November 2020 ballot. He also reported on his communication with legal counsel for Mr. Dwight Nelson and the applicant's request for Council consideration of a resolution to have his proposed cardroom added to the November 2020 ballot, and that he will cover all expenses related to processing such a resolution and ballot measure addition.

Assistant City Manager Moreno provided a power point presentation on the third quarter budget update for the fiscal year 2019-2020 for the General Fund, Measure "S", and Enterprise Funds, and answered Council questions.

Public Works Director Ferrell reported on the progress of downtown sidewalk repairs, two high priority storm drain system repairs, removal of wood chips at the southern part of the City, the Tucker Street one-way project, LED retrofit of street lights, and resources for homeless issues.

Fire Chief Petersen reported on first month activities of the new City EMS services and answered Council questions on community COVID-19 status and response.

Police Chief Gomez reported on his recent findings highlighting the magnitude of the City's homelessness issue and its connection with much crime activity. He provided a photo presentation of individuals responsible for arson, robbery, property damage and other crimes, members of Selma's homeless community, and discussed efforts by City departments to address this issue. He also reported on the decrease in gang related shootings.

Community Services Director Kirchner reported on donations to the Seniors Center by Chicago Pizza and Rosco's Dogs, and Second Chance Animal Shelter's donation of dog food to seniors with dogs, thanking all for their support to the community. He also reported on the status of online classes at the Arts Center and his upcoming teleconference meeting with other recreation directors to work together and promote more online classes.

COUNCIL REPORTS: Council member Avalos inquired with Police Chief Gomez on local resident John Zapata and the status of bicycle licensing in the City.

Council member Trujillo thanked department heads and City staff for their efforts on behalf of the community during this difficult time, inquired of Special Counsel Costanzo on documenting the financial liability of John Zapata's property to the City, and commended all in the community for their support in providing for those in need.

Council member Robertson commended City staff and first responders for the work during this crisis, and informed sole proprietors in the City of the availability of Pandemic Unemployment Assistance. He also reported on attending the San Joaquin Special City Selection Committee videoconference meeting, and thanked Public Works Director Ferrell for his immediate response after hours to assist in rescuing a kitten trapped in a rain gutter.

Mayor Pro Tem Guerra thanked City staff for their service to the community and discussed the vital role of the current 2020 Census in the future financial recovery for the City following this pandemic, and urged all to participate.

Mayor Franco reported the weekly Cal OES meetings for state and county COVID-19 updates, approval of the High Speed Rail Career Center, meetings with Congressman TJ Cox on long term recovery strategies, and urged all in the community to support our local non-essential businesses as they re-open. He also thanked the Selma Business Alliance for their work assisting local and surrounding area small businesses with the CARES Act, and thanked all local volunteers.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:56 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

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

November 16, 2020

ITEM NO: 1.b.

SUBJECT: Consideration of Increase to Fiscal Year 2020-2021 Full-Time Employee Positions

RECOMMENDATION: Authorize City Manager to Increase Full-Time Employee Positions by One Officer in the General Fund.

DISCUSSION: On June 15, 2020, the City Council adopted the 2020-2021 fiscal year budget approving Full-Time Employee (FTE) quantities, revenues, and expenditures. Give the fiscal outlook of the City's sale tax projections and other general fund revenues, multiple positions within the Police Department were held in order to adopt a balance budget.

During the November 2, 2020 Council meeting, the Finance Department presented the first quarter budget update. Within this report, the Assistant City Manager presented the General Fund having a net gain of \$847,077. This projected gain was largely due to sales tax currently exceeding our initial forecasts.

Given this fiscal analysis, Staff requests filling one of the held Officer positions with a budget impact of \$53,440. This will change the total FTEs in the Police Operations Division as follows:

Police Operations

<u>Adopted</u>				<u>Requested Increase</u>			
<u>FY 2020-21</u>				<u>FY 2020-21</u>			
<u>Full Time Staff</u>	General Fund	Other Funds	Total	<u>Full Time Staff</u>	General Fund	Other Funds	Total
Commander	1	0	1	Commander	1	0	1
Lieutenant	0	0	0	Lieutenant	0	0	0
Sergeant	4	0	4	Sergeant	4	0	4
Officer	20	3	23	Officer	21	3	24
Community Service Officer	2	0	2	Community Service Officer	2	0	2
Safety Dispatcher 2	1	0	1	Safety Dispatcher 2	1	0	1
Safety Dispatcher 1	6	0	6	Safety Dispatcher 1	6	0	6

Full Time Employee Count All Funds:

37

Full Time Employee Count All Funds:

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Given this financial analysis was for the first quarter of this fiscal year and that COVID-19 is still impacting the city, the Finance Department does not recommend filling any other held positions at this time.

Staff recommends Council approve this increase in Full-Time Employees by one Officer in the General Fund Police Operations Division.

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
		\$53,440
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund FYE 2018-19 Fund Balance: \$4,566,273		\$86,635 (estimated)

RECOMMENDATION: Authorize City Manager to Increase Full-Time Employee Positions by One Officer in the General Fund.

/s/	11/13/2020
Isaac Moreno, Assistant City Manager	Date
/s/	11/13/2020
Teresa Gallavan, City Manager	Date

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

November 16, 2020

ITEM NO:

1.c.

SUBJECT: Consideration of a Request for use of Pioneer Village for Selma Arts Council's Holiday Village Craft Fair

RECOMMENDATION: Consider request from the Selma Arts Council for a Waiver for Pioneer Village use for a Holiday Village Craft Fair

DISCUSSION: The Selma Arts Council has requested authorization to have a special event at Pioneer Village on Saturday, December 6, 2020. The event would be a fundraiser for the Selma Arts Council, as well as allowing the Pioneer Village Advisory Commission the opportunity to fundraise by selling drinks.

The event would not require a fee waiver as this is a City Event using Pioneer Village, however, with the parks closed for events and large rentals, staff was seeking approval to host the event at a park similar to the Central Valley Allies for Change Rally and March for Jesus events requested waiver and approval by City Council.

The event would limit the number of vendors to twenty, including food/drinks vendors, as well as limiting the number of people within Pioneer Village at one given time. Those entering Pioneer Village would be required to have a mask on. All vendors involved would be setting up at a minimum of 20 ft. apart. There have been similar events in Fresno County as well as operating similar to a Swap Meet. It would be anticipated approximately 250 to 350 total attendance. Staff would anticipate people coming and going throughout the event.

Fresno County will be releasing a Covid-19 update on Tuesday, November 17, 2020, should Fresno County drop back down to the purple tier, this event will be postponed.

RECOMMENDATION: Consider request from the Selma Arts Council a Waiver for Pioneer Village use for a Holiday Village Craft Fair.

/s/ _____
Mikal Kirchner, Recreation Director

11/13/2020

Date

/s/ _____
Teresa Gallavan, City Manager

11/13/2020

Date

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

November 16, 2020

ITEM NO: 1.d.

SUBJECT: Consideration and Necessary Action on Resolution Approving and Authorizing the City Manager to Execute an Agreement between the City and Cobra Professionals, Inc. to provide administrative services as selected below

RECOMMENDATION: Adopt Resolution Approving and Authorizing Execution of Agreement between City and Cobra Professionals Inc. to Provide Administrative Services.

DISCUSSION: The attached is a standard agreement that administrative services related to flexible spending account ("FSA") services offered by Cobra Professionals, Inc. ("CPI") is a provider of those specialized services, which consists of administrative services for the City of Selma in connection with the Plan beginning January 1, 2021. The agreement shall be for one-year term and shall commence on the Effective date January 1, 2021. Either party may terminate this Agreement by providing 30 days written notice to the other party. In the absence of such notice, the Agreement shall be extended for one (1) year on the anniversary of the original Effective Date and may thereafter be extended in one-year increments. Any modification to the terms of this Agreement, including compensation, may be made by execution of a revised Services Addendum. The services to be provided by CPI consist of:

1. CPI will prepare draft Plan document(s)
2. CPI will consult with Client regarding the adoption and maintenance of the Plan in accordance with the Plan document approved by Client.
3. CPI will prepare enrollment materials
4. CPI shall receive, adjudicate and process all claims submitted for reimbursement under the Plan in accordance with Internal Revenue Code "(Code)" § 213(d)
5. CPI can accommodate applications for reimbursement on the forms provided by CPI, from Plan participants by mail, email attachment or facsimile or claims can be uploaded through the employee portal.
6. CPI shall maintain documentation of all claim substantiation provided by Plan participants and subsequent claim approval/denial.

7. If Client chooses in the Services Addendum to utilize manual check reimbursement procedures, CPI will assist Client by preparing check manually to reimburse the employee for claims processed that result in reimbursement. Reimbursement will be made within ten (10) business days of the date the reimbursement of the claim has been approved.
8. If Client chooses in the Services Addendum to utilize direct deposit reimbursement CPI will prepare ACH directives to reimburse the employee for processed that result in reimbursement. Reimbursement will be made within ten (10) business days of the date the reimbursement has been approved.
9. If Client chooses in the Services Addendum to utilize debit card reimbursement, payment will be made at the point of service and auto-substantiation will apply, if conditions satisfied. If conditions are not satisfied for auto-substantiation, CPI will send substantiation requests after-the-fact.
10. CPI will address Client's questions regarding reimbursement expenditures. Client understands that CPI is and will remain an independent contractor and will not be deemed an employee of Client, a partner or engaged in a joint venture with Client, or governed by any legal relationship other than that of independent contractor. CPI's only obligation under this Agreement is to Client and nothing under this Agreement shall be deemed to confer any responsibility on CPI to any person covered under the Plan ("Covered Individual"). Client acknowledges that CPI is not an accounting or law firm and no services provided by CPI in accordance with this Agreement will be construed as tax or legal advice as a result of providing such services. The services to be provided by CPI shall be ministerial in nature and shall be performed in accordance with the terms of the Plan and with CPI's standard operating procedures.

CPI shall provide telephone and electronic access to customer service personnel during normal business hours determined by CPI.

As Needed Services. In addition to the above services, CPI will provide the following optional services on an as-needed (or as requested) basis:

- (a) Assist Client in reporting and disclosure
- (b) Consultation on Plan design
- (c) Employee meetings to discuss Plan operation and education communication to employees
- (d) Additional time required due to incomplete or inaccurate data provided by the Client
- (e) Annual nondiscrimination testing
- (f) Data entry (for paper enrollment)
- (g) Grace period administration
- (h) Replacement of lost or stolen debit card
- (i) Preparation of employee statements reflecting plan year balances

As needed and for additional compensation generally charged at its standard hourly rate, CPI will compile and/or provide such information as it has available to the Plan Administrator or its designee as shall be necessary to the examination of the Plan, such as for audit by Certified Public Accountant, examination by Internal Revenue Service ("IRS") or investigation by Department of Labor ("DOL") or in Connection with litigation relative to the Plan operation.

RECOMMENDATION: Adopt Resolution Approving and Authorizing Execution of Agreement between City and Cobra Professionals, Inc. to Provide Administrative Services.

/s/

Christina Arias, Human Resources Manager

11/13/2020

Date

/s/

Teresa Gallavan, City Manager

11/13/2020

Date

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE LICENSE DOCUMENTS
FOR ADMINISTRATIVE SERVICE BETWEEN COBRA PROFESSIONALS, INC. AND
THE CITY OF SELMA**

WHEREAS, Cobra Professionals, Inc. ("CPI") has proposed an Administrative Services Agreement and Contract on the flexible spending account ("FSA") services. A copy of which is attached and incorporated by reference as Exhibit A and Exhibit B (the "Agreement and Contract"); and

WHEREAS, the City Council has reviewed the Agreement, Exhibit A, and Contract, Exhibit B, and wishes to enter into the Agreement with CPI.

NOW, THEREFORE, be it resolved as follows:

1. The foregoing recitals are true and correct.
2. The City Council has reviewed and approves the Agreement, Exhibit A and Contract, Exhibit B.
3. The City Manager is authorized to execute the documents on behalf of the City of Selma.

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 16th day of November, 2020 by the following vote, to wit:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into effective the _____ day of _____, 2020, by and between _____ (hereinafter referred to as the "Client"), the _____ Plan [Client's group health plan] (the "Covered Entity") and **HCM Holding, LLC and its affiliates, Cobra Professionals, Inc. and HR Solutions, LLC** (hereinafter referred to as "Business Associate"). Client, Covered Entity and Business Associate are sometimes herein referred to individually as "Party" or collectively as the "Parties".

BACKGROUND

WHEREAS, Covered Entity has determined that it must comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "HIPAA Privacy Rule") that was promulgated by the U.S. Department of Health and Human Services;

WHEREAS, Client, Covered Entity and Business Associate desire to enter or have entered into an agreement whereby Business Associate will provide certain services to Covered Entity, and pursuant to such services, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, the Parties also wish to comply with applicable requirements related to the security of Protected Health Information (the "HIPAA Security Rule") and the requirements of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009 (the "ARRA"), including the breach notification requirements (the "HIPAA Breach Notification Requirements").

THEREFORE, in consideration of the foregoing, and making all of the above a binding part of the Agreement, the Parties agree to the following:

1. Definitions. The following terms shall have the meanings set forth below, provided that all such terms shall be deemed to be modified to the extent necessary to have the same meaning as those terms are defined and may be amended from time to time in the HIPAA Privacy Rule, the HIPAA Security Rule, and the HITECH Act:

(a) **Designated Record Set.** "Designated Record Set" means: (1) a group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, whole or in part, by or for the covered entity to make decisions about individuals. The term record for purposes of this definition of a Designated Record Set means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for a covered entity.

(b) Individual. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(c) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(d) Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, and is limited to electronic protected health information that is created, received, maintained or transmitted by or on behalf of Covered Entity or its affiliates or by Business Associate.

(e) Required By Law. "Required By Law" means a mandate contained in law that compels a covered entity to make a use or disclosure of Protected Health Information and that is enforceable in a court of law. Examples of "required by law" include, but are not limited to, court orders and court-ordered warranties; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; and statutes or regulations that require the production of information.

(f) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(g) Breach. A "Breach" shall mean the acquisition, access, use, or disclosure of Unsecured Protected Health Information which compromises the security or privacy of the Protected Health Information. "Breach" does not include:

- (i) Any unintentional acquisition, access, or use of Protected Health Information by an individual or entity acting under the authority of Business Associate, if such acquisition, access, or use was made in good faith and within the scope of the individual's authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
- (ii) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Business Associate to another person authorized to access Protected Health Information at Business Associate, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or

- (iii) A disclosure of Protected Health Information where Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(h) HIPAA Security Rule. “HIPAA Security Rule” means the regulations promulgated by the United States Department of Health and Human Services (“HHS”) to safeguard Electronic Protected Health Information, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.

(i) Unsecured Protected Health Information. “Unsecured Protected Health Information” means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified in any guidance issued by the Secretary.

(j) Security Incident. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. Obligations of Business Associate. Business Associate agrees to the following:

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Business Associate may use or disclose Protected Health Information that Business Associate obtains or creates on behalf of Covered Entity only if such use or disclosure complies with each applicable requirement of Section 164.504(e) of the HIPAA Privacy Rule.

(b) Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement of the HIPAA Privacy Rule.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which Business Associate becomes aware.

(e) Business Associate agrees to ensure that any subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associates agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set of Business Associate to Covered Entity or, as requested by Covered Entity, to provide an Individual with access to his/her Protected Health Information as required by 45 C.F.R. § 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set of Business Associate that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner requested by Covered Entity.

(h) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or to the Secretary or anyone designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule.

(i) To the extent Business Associate is to carry out an obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

(j) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(j) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(l) Business Associate shall provide notice as provided herein to Covered Entity of a Breach of Unsecured Protected Health Information within a reasonable time, but in no case later than fifteen (15) days after the first day on which the Breach is known, or by the exercise of reasonable diligence would have been known to Business Associate.

(m) The notice required by Business Associate in Subsection (l) of this Section 2 related to a Breach of Unsecured Protected Health Information shall be written in plain language and shall include, to the extent possible, the following:

- (i) The identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during the Breach;
- (ii) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (iii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iv) Any steps individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (vi) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, Web site, or postal address.

(n) Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware within five (5) business days.

3. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity: to provide administrative services regarding employee health plans sponsored by Covered Entity as well as any other administrative matters that may arise from time to time and that may require Business Associate to create, receive, maintain, transmit, use or disclose Protected Health Information.

4. Specific Uses and Disclosures by Business Associate. Business Associate may use or disclose Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity for the following specific purposes:

(a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of a group health plan or plans sponsored by the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of such group health plan, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services relating to the health care plan or plans sponsored by Covered Entity, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

5. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions. Covered Entity shall make the following notifications to Business Associate, if applicable:

(a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule if done by Covered Entity.

7. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of May 25, 2016, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this Agreement, Covered Entity may in Covered Entity's sole discretion:

- (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

- (ii) Immediately terminate this Agreement; or
 - (iii) If neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary.
- (c) Effect of Termination.
- (i) Except as provided in paragraph (ii) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
 - (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon acceptable notice to Covered Entity that the return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
 - (iii) Covered Entity acknowledges that Business Associate has a document retention policy under which Business Associate retains client files for _____ after the completion of a matter. Covered Entity acknowledges that under this policy, if Business Associate has not already returned all Protected Health Information to Covered Entity, the Protected Health Information is subject to be being destroyed in accordance with Business Associate's policy.

8. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Rule or the HIPAA Security Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree that Covered Entity may amend this Agreement at any time upon notice to Business Associate as is necessary for Covered Entity to comply with

the requirements of HIPAA, the HIPAA Breach Notification Requirements, the HITECH Act and any current or future regulations promulgated hereunder.

(c) Survival. The respective rights and obligations of Covered Entity and Business Associate under this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement or any amendments thereto shall be resolved to permit Covered Entity to comply with HIPAA and to incorporate any current or future regulations promulgated thereunder.

THE PARTIES have executed this Agreement effective the date first shown above.

_____, Client

By: _____
Date

_____, Client's
Group Health Plan, the "Covered Entity"

By: _____
Date

BUSINESS ASSOCIATE:
HCM Holding, LLC and its affiliates Cobra
Professionals, Inc. and HR Solutions, LLC

By: _____
Authorized Person Date

AGREEMENT FOR HRA/FSA SERVICES

This Agreement is hereby made this _____ day of _____, 20____, by and between:

_____ a _____ organized under the laws of the State of _____, with its principal place of business located at _____, _____, _____, represented by _____, its _____, pursuant to authority of its governing body (hereinafter referred to as the "Employer" or "Client");

AND

COBRA PROFESSIONALS, INC., a corporation organized under the laws of Louisiana represented herein by _____, its _____, pursuant to authority of its board of directors (hereinafter referred to as "CPI"),

WHEREAS, Client has adopted an arrangement known as the _____ (the "Plan") to provide its employees with certain welfare and tax benefits; and

WHEREAS, _____ [Client or person designated by Client] serves as the Plan Administrator and Named Fiduciary with respect to the Plan; and

WHEREAS, Client acknowledges that the services and compensation described in this Agreement were disclosed to Client reasonably in advance of the date on which this Agreement is entered into; and

WHEREAS, Client desires to engage the services of CPI as a nonfiduciary third party administrator for the Plan;

NOW THEREFORE, CPI and Client hereby agree on the provision of health reimbursement arrangement ("HRA") and/or flexible spending account ("FSA") services by CPI to the Client in connection with the Plan, as follows:

1. Services to be Provided. CPI is hereby engaged to provide the following administrative services for the Client in connection with the Plan beginning January 1, 2021 (the "Effective Date") which may continue for subsequent years, as specified under Term of Agreement.
 - (a) CPI will prepare draft Plan documents(s)
 - (b) CPI will consult with Client regarding the adoption and maintenance of the Plan in accordance with the Plan document approved by Client.
 - (c) CPI will prepare enrollment materials

- (d) CPI shall receive, adjudicate and process all claims submitted for reimbursement under the Plan in accordance with Internal Revenue Code (“Code”) § 213(d).
- (e) CPI can accommodate applications for reimbursement on the forms provided by CPI, from Plan participants by mail, email attachment or facsimile or claims can be uploaded through the employee portal.
- (f) CPI shall maintain documentation of all claim substantiation provided by Plan participants and subsequent claim approval/denial.
- (g) If Client chooses in the Services Addendum to utilize manual check reimbursement procedures, CPI will assist Client by preparing checks manually to reimburse the employee for claims processed that result in reimbursement. Reimbursement will be made within ten (10) business days of the date the reimbursement of the claim has been approved.
- (h) If Client chooses in the Services Addendum to utilize direct deposit reimbursement, CPI will prepare ACH directives to reimburse the employee for claims processed that result in reimbursement. Reimbursement will be made within ten (10) business days of the date the reimbursement has been approved.
- (i) If Client chooses in the Services Addendum to utilize debit card reimbursement, payment will be made at the point of service and auto-substantiation will apply, if conditions satisfied. If conditions are not satisfied for auto-substantiation, CPI will send substantiation requests after-the-fact.
- (j) CPI will address Client’s questions regarding reimbursement expenditures. Client understands that CPI is and will remain an independent contractor and will not be deemed an employee of Client, a partner or engaged in a joint venture with Client, or governed by any legal relationship other than that of independent contractor. CPI’s only obligation under this Agreement is to Client and nothing under this Agreement shall be deemed to confer any responsibility on CPI to any person covered under the Plan (“Covered Individual”). Client acknowledges that CPI is not an accounting or law firm and no services provided by CPI in accordance with this Agreement will be construed as tax or legal advice as a result of providing such services. The services to be provided by CPI shall be ministerial in nature and shall be performed in accordance with the terms of the Plan and with CPI’s standard operating procedures.

CPI shall provide telephone and electronic access to customer service personnel during normal business hours as determined by CPI.

As Needed Services. In addition to the above services, CPI will provide the following optional services on an as-needed (or as requested) basis:

- (a) Assist Client in reporting and disclosure
- (b) Consultation on Plan design

- (c) Employee meetings to discuss Plan operation and education communication to employees
- (d) Additional time required due to incomplete or inaccurate data provided by the Client
- (e) Annual nondiscrimination testing
- (f) Data entry (for paper enrollment)
- (g) Grace period administration
- (h) Replacement of lost or stolen debit card
- (i) Preparation of employee statements reflecting plan year balances.

As needed and for additional compensation generally charged at its standard hourly rate, CPI will compile and/or provide such information as it has available to the Plan Administrator or its designee as shall be necessary to the examination of the Plan, such as for audit by Certified Public Accountant, examination by Internal Revenue Service ("IRS") or investigation by Department of Labor ("DOL") or in connection with litigation relative to the Plan operation.

2. Client Responsibilities.

Client is responsible for the establishment and operation of the Plan. CPI's general responsibility under this Agreement is to assist client with regard to certain of Client's responsibilities with respect to the Plan.

Client shall furnish the information determined by CPI to be necessary to satisfy its responsibilities under this Agreement. This includes timely notification of employee/participant enrollees and terminations. The Client shall be responsible for providing the following information or taking the following actions:

- (a) Review of Plan documents and disclosure documents by legal counsel to ensure that Plan complies with applicable laws and with Client preferences.
- (b) Provide accurate employee data electronically in sufficient time to permit CPI to complete work before deadlines.
- (c) Provide accurate data on transactions
- (d) Provide to CPI a current copy of the Plan document, any amendments or policies, and disclosures to participants. It is the Client's responsibility to ensure that the Plan document(s), plus amendments, is compliant with current IRS and DOL regulations. It is understood that Client may modify or change its Plan and may

maintain or adopt more than one health reimbursement arrangement and/or flexible spending account program. Client shall provide copies of any documentation of any such Plan(s) to CPI as soon as practical after such Plan is executed.

- (e) Review and distribute summary plan description, summary of material modifications and other required disclosure to participants.
- (f) Client, or its designated plan administrator, is responsible for all discretionary decisions relating to the Plan, including the interpretation of Plan document provisions, the determination of eligible employees, the payment of amounts governed by the Plan and the engagement of service providers. CPI may, when requested, assist Client with respect to such matters.
- (g) ERISA §412 requires that certain employee benefit plans and every person who handles funds or other property of such a plan shall be bonded unless otherwise excepted from the bonding requirements, in accordance with the provisions of that section. Client is responsible for obtaining the bond, if any, that is required by that section.
- (h) Client agrees to provide all necessary bank access information for CPI to facilitate reimbursement once claims are submitted and adjudicated.
- (i) If Client chooses in the Services Addendum to utilize debit card services, Client agrees to provide all necessary bank access information for the bank to draft the Accounts. Client further agrees to maintain and to provide sufficient funds in the Account to enable payment.
- (j) Client agrees to hold all assets of the Plan, including amounts withheld from employee pay, in trust for the benefit of participants or in a segregated account of the Client that is dedicated to paying benefits under the Plan (either, the "Account"). Client shall be responsible for the establishment and maintenance of such Account. Assets of the Plan held in the Account shall not be commingled with other funds.

CPI may rely exclusively on information provided by Client or Client's designated legal counsel or advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information. Client acknowledges that inaccurate information and/or late information could result in penalties. CPI assumes no responsibility for, and shall not have any liability for, any consequences that result from CPI's inability to complete its work in the ordinary course of its business due to the failure of Client to provide timely information to CPI.

3. CPI does not provide the following services.

- (a) CPI will not serve as a fiduciary of the Plan
- (b) CPI will not provide investment advice or legal advice

(c) CPI will not perform Plan audits that require an independent certified public accountant

(d) CPI does not insure or underwrite the Plan liability of Client and is not financially responsible under this Agreement for the claims payable under and/or expenses incident to the Plan(s). CPI has no duty or obligation to defend any legal action or proceeding brought to recover benefits under the Plan(s); however, CPI shall provide to Client and/or Client's legal counsel, upon request and subject to any limitations described in this Agreement, any documentation in CPI's possession that may relate to such claim for benefits and/or expenses.

(e) CPI does not prepare Form 5500 (series)

Client has sole discretionary authority and control over the administration of the Plan. Client acknowledges that CPI and its employees are not fiduciaries of the Plan, nor does CPI or any of its employees act as the Plan Administrator or named fiduciary for the Plan or for any employee welfare benefit plan as that term is defined in ERISA, that is maintained by the Employer.

4. Plan Administrator. The Client shall name the Plan Administrator. In the absence of any such designation, or of any designation in the Plan, then the Client shall serve as Plan Administrator. The Client will notify CPI of the name of the Plan Administrator and any contact person or persons, and shall notify CPI immediately of any changes in the Plan Administrator or contact. The Client shall also be responsible for designating any appeals committee or appeals officer to review an appeal of a denial of a claim for benefits under the Plan(s). The Plan Administrator shall be responsible for the following:

(a) Interpreting the Plan document

(b) Providing CPI with the names of persons authorized to act on its behalf and with direction as needed in order to perform its functions under the Agreement

(c) Maintaining employee information

(d) Providing CPI with census data and any other information needed to enable CPI to aid the Plan Administrator to determine the status of an employee as a HRA or FSA participant

(e) Distribution to employees and former employees of required notices and other disclosure

5. Timeliness and Accuracy. It is the Client's and Plan Administrator's responsibility to provide information timely. Because of deadlines applicable to multiple clients, CPI cannot guarantee to perform timely services when the necessary data has not been provided timely by the Client or Plan Administrator. Client acknowledges that it is

responsible for providing complete and accurate data, without which it is impossible for CPI to provide accurate service. CPI is entitled to rely on all information provided by Client, and is under no duty to audit or otherwise verify the accuracy of that information.

6. Compensation. CPI shall be compensated for providing the services described herein according to the attached Services Addendum. Additional Service Charges will also be incurred if, with Client's consent, CPI performs services outside of the scope of its normal business or contractual procedures, including but not limited to meeting Client's time deadlines or other such requests that involve excessive travel or other demands. CPI may revise the Service Charges for any reason at the beginning of each successive 12-month period measured from the Effective Date, provided that written notice of such changes is provided at least 30 days before the beginning of each 12-month period. CPI may also revise the Services Charges in the manner provided in the Services Addendum under the circumstances provided in the Services Addendum. Upon consent from the Client, CPI may revise the Service Charges at any time during the term of this Agreement if Client makes changes to the Plan (regardless of reason) that materially revise the nature or volume of services contemplated by this Agreement or if any change in law or regulations imposes on CPI greater duties or obligations than contemplated by this Agreement.

All Service Charges are due upon receipt of the invoice by Client. There will be a 30 day grace period after which penalties equal to the lesser of \$50 or 5% plus interest at the rate of 1% per month shall accrue with respect to any unpaid Service Charges. CPI may withhold/withdraw the applicable Service Charges from any account maintained by CPI or Client (to the extent that CPI has check-writing authority over such account). In addition, CPI may suspend performance for all services hereunder until payment has been made in full.

The fees quoted in the Services Addendum are based on the assumption that data provided is accurate. If additional or repetitive work is necessitated as a result of inaccurate information provided by the Client, then the Client will be responsible for paying for the extra time and expense of such extra work. The Client shall provide data in electronic format mutually agreeable to the Client and CPI.

7. Fiduciary Responsibility. CPI will not act as a fiduciary of the Plan. CPI will act as a contract service provider under the direction of the Client and/or Plan Administrator. Unless the Plan provides otherwise, the Plan Administrator shall be the person with fiduciary administrative responsibilities.
8. Hold Harmless. The Client agrees to hold CPI, its officers, principals, employees and agents harmless from actions taken with regard to the Plan and its fiduciaries for any breach of fiduciary responsibility, disqualifying event, violation of discrimination testing, late filing of any IRS or DOL forms, late transmittal of funds, late execution of documents or asset transfers, or any other action associated with the operation of the Plan that is not the result of gross negligence or fraud by CPI. The Client shall pay any

expenses of defense incurred by CPI or any of its employees as a result of performance of services under this Agreement in particular as follows:

(a) The Client shall indemnify CPI, its officers, principals, employees and agents who are made or threatened to be made a party to an action or proceeding, including any action by or in the right of the Employer to procure judgment in its favor, by reason of the fact that CPI or its employees provided services to the Client to or in connection with the Plan maintained by the Client or its affiliates or in any similar capacity at the request of the Client, against all costs and expenses resulting from or related to such action or proceeding or any appeal therein, if CPI, its officers, principals or employees acted in good faith for purposes which they reasonably believed to be in, or in the case of service at the request of the Client for any matter or other enterprise not opposed to the best interest of the Client or its Plan, and in criminal actions or proceedings, in addition had no reasonable cause to believe that their conduct was unlawful.

(b) Definitions:

(i) "costs and expenses" means any and all costs, expenses and liabilities incurred by an indemnified person, including but not limited to:

(A) attorney's fees

(B) amounts paid in settlement of or in the satisfaction of any order or judgment in any action or proceeding, and

(C) fines, penalties and assessments asserted or adjudged in any action or proceeding; and

(ii) "action or proceeding" means any and all suits, claims, actions, investigations, or proceedings whether civil, criminal or administrative heretofore or hereafter instituted or asserted.

(c) The indemnification granted pursuant to or provided by this Agreement shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled whether contained in:

(i) a resolution of the Client; or

(ii) an agreement providing for such indemnification; and any such indemnification shall continue to a person who has ceased to be a service provider with respect to his activities as a service provider to the Plan.

Except as provided elsewhere in this Agreement and notwithstanding anything in this Agreement to the contrary, CPI agrees to indemnify Client and hold its officers, directors and employees harmless from and against all losses, liabilities, damages,

expenses, reasonable attorney's fees and other obligations resulting from or arising out of, CPI's breach of the standard of care, including any subcontractor's used, but only to the extent that such damages are reasonably ascertainable.

In the event that the Client or the Plan incurs an expense resulting from an error by CPI or its employees, the liability of CPI, its officers and employees shall be limited to, in the aggregate, an amount which is 5 times the amount of fees paid by the Client for CPI's services hereunder for the plan year in question.

9. Work Product. The Client shall be entitled to copies of any completed work product prepared by CPI and paid for by the Client. CPI shall charge such reasonable charges as necessary for selecting and copying its work product for the Client and may request payment in advance. CPI shall provide such data by electronic means as may be reasonably available. CPI will take reasonable means to safeguard the confidentiality of data that is provided to CPI in confidence.

CPI shall maintain the usual and customary books, records and documents, including electronic records in CPI's possession for at least the lesser of the term of this Agreement or six (6) years following the date the record was created, or received by CPI. During this period, Client has the right of continuing access to these documents and as such, CPI shall deliver copies of all such books, records and documents in its possession to Client or its designee as soon as possible, but no later than 30 days after written request from Client has been provided.

10. Data from Third Parties. CPI shall be authorized to obtain needed employee or asset data from third parties (including investment companies, banks, insurance companies, custodians, trustees, payroll processing agencies and accountants) in possession of such data on behalf of the Client. Client shall cooperate in authorizing CPI to obtain such data.

Except as otherwise set forth in this Agreement, CPI may contract with one or more third parties for purposes of assisting CPI with the fulfillment of its duties and responsibilities under this Agreement. CPI agrees to indemnify Client and hold its officers, directors and employees harmless from any claim, demand, or expense arising from the intentional and/or grossly negligent act or omission of such third party.

11. Term of Agreement. This Agreement shall be for a one-year term and shall commence on the Effective Date specified in Section 1 above. Either party may terminate this Agreement by providing 30 days written notice to the other party. In the absence of such notice, the Agreement shall be extended for one (1) year on the anniversary of the original Effective Date and may thereafter be extended in one-year increments. Any modification to the terms of this Agreement, including compensation, may be made by execution of a revised Services Addendum.

Either party may terminate this Agreement upon written notice, if the other party has materially breached this Agreement and has not cured such breach within ten (10) days

of receipt of notice of such breach. Unpaid fees shall be immediately due and owing in the event of the termination of this Agreement.

12. Interpretation and Severability. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings related to the subject matter hereof. No statement, representation, warranty, covenant or agreement or any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict the express terms and provisions of this Agreement. If a court declares any portion of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The heading of sections and subsections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

Failure by Client or CPI to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement will be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions. The parties acknowledge and agree that the terms and provisions of this Agreement will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

CPI will not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business from CPI's vendors or other parties, including Internet access, or any change in or the adoption of any law, judgment or decree.

13. Assignment. Neither party can assign this Agreement without the other party's written consent; however, the terms of this Agreement shall apply to any legal successor to Client and/or CPI. This Agreement may be amended only by written agreement of duly authorized officers of each party except as otherwise set forth herein.

14. Louisiana Law. This Agreement shall be governed by Louisiana Law.

15. Notices. All notices between Client and CPI provided for herein shall be sent by confirmed facsimile; by guaranteed overnight mail, with tracing capability; by first-class United States mail, with postage prepaid; or by e-mail addressed to the other party at their respective addresses as set forth below. All notices shall be deemed provided when sent, except as otherwise set forth in this Agreement. CPI's address for notices as described above is: **6421 Perkins Road, Bldg A, Suite 2A, Baton Rouge, LA**

70808. E-mails sent to CPI should be sent to the appropriate CPI Service Representative. Client's address for notices is: _____. Client further agrees that CPI may communicate confidential, protected privileged or otherwise sensitive information to Client through a named contact designated by Client ("Named Contact") and specifically agrees to indemnify CPI and hold it harmless for any such communications directed to Client through the Named Contact attempted via facsimile, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted once CPI has sent such communications to Client. Client's initial Named Contact shall be as provided in the Services Addendum. Any changes to the Named Contact or other communications information for Client may be provided to CPI using the procedures set forth in this Section; however CPI requires reasonable advance notice time of at least 10 business days before such change of information shall be effective upon CPI.

16. Survival. The representations, warranties and indemnities provided herein shall survive the termination of this Agreement.

The undersigned are authorized to act on behalf of their respective parties.

IN WITNESS WHEREOF, the parties below set their hand on the date stated above at Baton Rouge, Louisiana or at the place indicated below.

WITNESSES:

_____, Client

By: _____
Authorized Officer or Person

At: _____

COBRA PROFESSIONALS, INC.

By: _____
Authorized Officer

SERVICES ADDENDUM

Plan Administration:

- ☐ Health Reimbursement Account
- ☐ Flexible Spending Account
- ☐ Combination HRA and FSA

Reimbursement Process: Client agrees to utilize the following process to reimburse Client's employees for HRA and/or FSA eligible expenses:

- ☐ Manual check reimbursement
- ☐ Direct deposit reimbursement
- ☐ Debit card reimbursement

Administrative Fees: Client will be responsible for the payment of CPI's administration fees at the effective rate of \$_____ per employee per month with a \$75.00 minimum. The fee schedule may be modified annually, with 30 days' notice.

Extra Services to Be Provided: The following additional or as needed services shall be provided by CPI for the period _____ to _____:

Named Contact for Client: _____

This _____ day of _____, 20__.

_____, Client

By: _____
Authorized Officer

ITEM NO: 1.e.

SUBJECT: Consideration of a Resolution approving a grant application from the
Statewide Park Development and Community Revitalization Program

RECOMMENDATION: Council adopt the Resolution authorizing the City Manager to develop and submit an application for Statewide Park Development and Community Revitalization Program grant funds.

DISCUSSION: On June 5, 2018, California voters approved Proposition 68, authorizing \$4 billion in general obligation bonds for State and local parks, environmental protection projects, water infrastructure projects, and flood protection projects. Approximately \$1.2 billion of the \$4 billion was included in the 2018-19 Budget that was signed by the Governor. A little over \$460 million of what was included in the Budget is part of the per capita formulaic allocation to local governments and other local and regional grant programs, including the Statewide Park Development and Community Revitalization Program.

There is \$650,275,000 available for Statewide Park Development and Community Revitalization Program in Proposition 68 to be distributed throughout multiple rounds, of which roughly \$395 million is available in the current round of funding. Applications for competitive project funding from this program are due on December 14, 2020.

City staff is currently working on an application for funding of improvements to Peter Ringo Park. Based on the criteria of the grant and guidelines, Peter Ringo Park provides the City the best opportunity. Recent efforts have focused on soliciting community input regarding the type of improvements to include in the funding proposal. To date, five meetings have been held with different park user groups to solicit input and feedback. The feedback from the Community Forums will become part of our grant application.

If awarded funding from the Statewide Park Development and Community Revitalization Program, the City will be required to complete the project by May 2025.

RECOMMENDATION: Council adopt the Resolution authorizing the City Manager to develop and submit an application for Statewide Park Development and Community Revitalization Program grant funds.


Mikal Kirchner, Recreation Director

11-12-2020
Date

/s/
Teresa Gallavan, City Manager

11/13/2020
Date

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING THE APPLICATION FOR
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL HEREBY:

APPROVES THE FILING OF AN APPLICATION FOR THE PETER RINGO PARK IMPROVEMENT PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b) (8 A-G).

PASSED, APPROVED AND ADOPTED this 16th day of November, 2020, by the following vote:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

November 16, 2020

ITEM NO: 1.f.

SUBJECT: Consideration and Necessary Action on Resolution authorizing the City Manager to execute Department of Justice Tobacco Enforcement Grant documents

RECOMMENDATION: Council adopt Resolution allowing the City Manager to execute grant requirements for the Department of Justice Tobacco Enforcement Grant.

DISCUSSION:

City of Selma has applied and been tentatively awarded the 2019-20 Tobacco Law Enforcement Grant Program (TLEGP) which is made available through the California Department of Justice (Cal DOJ) and administered by the Office of the Attorney General.

The City will receive \$282,014.00 over three years to support educating kids about the harms of tobacco products, enforce state and local tobacco laws and, conduct retailer enforcement. Specifically, per the grant application, the Selma Police Department will focus on providing a dedicated officer to lead the City's effort to reduce illegal tobacco use by minors.

RECOMMENDATION: Council adopt Resolution allowing the City Manager to execute grant requirements for the Department of Justice Tobacco Enforcement Grant.

/s/	11/13/2020
Tracy Tosta, Administrative Analyst	Date
/s/	11/13/2020
Joseph Gomez, Police Chief	Date
/s/	11/13/2020
Teresa Gallavan, City Manager	Date

RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$282,014.00 FROM
THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY
GENERAL FOR THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM, AND
AUTHORIZE THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AND
IMPLEMENTATION REQUIREMENTS**

WHEREAS, the City of Selma desires to participate in the Tobacco Law Enforcement Grant Program Tobacco 2019-2020 (TLEGP) to be financed with funds made available through the California department of Justice (Cal DOJ) administered by the office of the Attorney General.

WHEREAS, The City of Selma will receive \$282,014.00 to support local government agencies in educating kids about the harms of tobacco products, enforce state and local tobacco laws and, conduct retailer enforcement.

WHEREAS, the Selma Police Department will focus on providing a dedicated officer to lead the City's effort to reduce illegal tobacco use by minors.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City Council of the City of Selma hereby authorizes participation in the 2019-20 Tobacco Grant Program.
2. The city council of Selma hereby authorizes the City Manager on behalf of the city to execute the memorandum of understanding (MOU) in the amount of \$282,014.00 dollars with the Cal DOJ and to execute and submit all other necessary grant documents including but not limited to applications, agreements, modifications, payment requests, and amendments for the purpose of increasing funds that may be necessary for the completion of the TLEGP 2019 to 2020 grant program.
3. The city agrees to the funding terms and conditions of Cal DOJ including any amendment thereof.
4. Grant funds received here under shall not be used to supplant expenditures controlled by this body.

The foregoing resolution was duly approved and adopted by the City Council of the City of Selma at a regular meeting held on the 16th day of November, 2020, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

November 16, 2020

ITEM NO:

1.g.

SUBJECT: Consideration of proposal from Janitorial Inc. to provide janitorial services for the new Selma Police Department, City Hall and Art's Center

RECOMMENDATION: Authorize City Manager to execute an Agreement with Janitorial, Inc. for Contract Janitorial Services

DISCUSSION: The City of Selma Public Works Department requested proposals from janitorial service providers for the new Selma Police Department, City Hall and Art Center. Currently, the Public Works Department provides janitorial services for the mentioned city facilities. Due to the amount of time that is going to be required to maintain the new Police Department, a professional janitorial service will be necessary to maintain this new facility. The Public Works Department has received quotes from two different vendors, Janitorial, Inc. and Environment Control. Due to the large variance in cost, Staff is recommending Janitorial, Inc. The breakdown of charges are as follows:

- City Hall – 5 times a week monthly fee \$815.00
- Police Headquarters – 5 times a week monthly fee \$2,245.00
- Arts Center -
 - Once a week monthly fee \$260.00
 - Twice a week monthly fee \$485.00,
 - Three times a week monthly fee \$685.00.

The Art Center will be on flexible service schedule because of use for this facility. In addition, this vendor will provide and stock all consumable supplies and trash receptacle liners.

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$26,215 (Estimated)		
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Building Internal Serv Fund Balance: \$214,009		None

RECOMMENDATION: Authorize City Manager to execute an Agreement with Janitorial, Inc. for Contract Janitorial Services

<u>/s/</u>	<u>11/13/2020</u>
Shane Ferrell, Public Works Director	Date

<u>/s/</u>	<u>11/13/2020</u>
Teresa Gallavan, City Manager	Date

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICES AGREEMENT
FOR JANITORIAL SERVICES BETWEEN JANITORIAL INC.
AND THE CITY OF SELMA**

WHEREAS, Janitorial Inc. has proposed a Services Agreement for janitorial services; and

WHEREAS, the City Council has reviewed the Agreement and wishes to enter into the Agreement with Janitorial Inc.

NOW, THEREFORE, be it resolved as follows:

1. The foregoing recitals are true and correct.
2. The City Council has reviewed and approves the Agreement.
3. The City Manager is authorized to execute the Agreement on behalf of the City of Selma.

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 16th day of November 2020 by the following vote, to wit:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

City of Selma

Submitted by:

Jason M. Geil



SERVICE AGREEMENT

1. Geil Enterprises, Inc. d.b.a.; Janitorial INC., hereinafter referred to as "JANINC", hereby agrees to provide janitorial services at the property owned, rented, managed, or leased by **City of Selma** hereinafter referred to as the "CLIENT", located at 1710 Tucker Street, Selma, CA 93662. The properties, for which services are to be rendered, are located at City Hall and Police Headquarters in Selma, CA 93662. For the purposes of this Agreement, services are to be performed in the County of Fresno.
2. The specific duties and services to be provided by JANINC are described in the Performance Specifications, a sample copy of which is incorporated herein. Performance Specifications may be altered solely by JANINC at any time and receipt of such revisions may be made via electronic communication from JANINC to the CLIENT.
3. It is understood and agreed, between JANINC and the CLIENT, that the services to be performed by JANINC are rendered by JANINC, not as an insurer, nor as warrantor of loss prevention, rather that JANINC and its employees shall use reasonable care and judgment in carrying out the specific duties as described by the Performance Specifications, and that JANINC will be responsible for the actions of its employees. However, notwithstanding the foregoing, if the CLIENT alters any written instruction or direction given to the employee by JANINC or if the CLIENT assumes any supervision of said employee, the CLIENT shall solely be liable for any and all consequences. JANINC may perform the services by any reasonable means and shall not be responsible for delays in performance beyond its control.
4. All uniformed employees furnished by JANINC shall be the employees of JANINC and shall at all times be subject to the direct supervision and control of JANINC. JANINC will have the sole responsibility of paying salaries, taxes (including, but not limited to Federal Social Security taxes and Federal and California Unemployment taxes) and all other expenses relating to each employee of JANINC.
5. In performing the services required of it under this Agreement, JANINC shall comply with all applicable Federal, State, County and City statutes, ordinances and regulations.
6. If CLIENT hires for its own employment any of the employees of JANINC who perform services at any time in carrying out the terms and conditions of this Agreement, CLIENT agrees to pay JANINC \$1,500.00 as reimbursement for recruitment, hiring and training of said employee's replacement.
7. JANINC shall remove any JANINC employee from the CLIENT's site, at the CLIENT's request, without explanation from CLIENT.
8. The term of this Agreement shall commence on _____, 2020 and shall continue thereafter for successive periods of thirty days.
9. JANINC is not obligated to perform service on the following days: New Year's Day, Presidents Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Service on holidays, when requested, shall be charged on an over-time basis. A holiday on the sixth or seventh day of the work week shall be subject to additional charge of one full day at straight time if wages are required to be paid for that day.
10. Termination. If CLIENT is dissatisfied with the quality of the services, CLIENT will inform JANINC in writing of the specific areas of dissatisfaction, and if JANINC shall fail to substantially correct the deficiencies within 10 days, CLIENT may terminate this Agreement by seven (7) days' written notice, delivered to JANINC by Certified Mail. CLIENT may terminate this Agreement at any time if the premises are destroyed or upon 30 days' written notice if CLIENT vacates the premises. CLIENT and JANINC may terminate this Agreement by 30 days' written notice for any reason, delivered by Certified Mail. JANINC may terminate services at any time without notice for nonpayment.
11. The fees include all labor charges for services rendered, all cleaning products and other necessities for use by JANINC.
12. For the services described herein, CLIENT agrees to pay JANINC the sum of \$815.00 for City Hall and \$2,245.00 for Police Headquarters. For cleaning of the Arts Center, the monthly total for weekly cleaning is \$260.00, twice weekly cleaning is \$485.00, and for thrice weekly cleaning is \$685.00.
13. Invoice totals are due thirty (30) days from date of invoice. CLIENT shall pay a late charge of one and one-half percent



per month to JANINC on any past due payment.

14. If CLIENT's account is referred to an agency or attorney for collection, attorney's fees and costs of collection shall be recoverable by JANINC.
15. If any extraordinary event affects JANINC costs, upon notice to CLIENT the parties agree to negotiate a reasonable adjustment. Such events shall include armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics and other events not reasonably foreseeable or against which JANINC reasonably cannot protect itself.
16. The above price is based upon the service area and frequency of services in the attached specifications. Additional or other duties may be added or deleted upon request and as mutually agreed upon. Two (2) days' notice is requested for said changes. Billing for additional services will be made upon completion of said services.
17. Additional or other services may be added or deleted upon written request and mutual agreement. Additional services requested by the CLIENT are available at a "one time only" rate to be mutually agreed upon at the time of request.
18. Commercial General Liability
 - a) Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
 - b) Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.
19. Workers' Compensation and Employers' Liability
 - a) Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
20. JANINC shall indemnify, defend and hold harmless CLIENT from loss, liability, cost, or expense – including reasonable attorney's fees - for bodily injury, death and property damage (hereinafter referred to as "claims") but only to the extent claims are caused by the negligence, misconduct or other fault of JANINC, its agents and employees which arise out of work performed under this Agreement. The foregoing provision shall only benefit CLIENT if CLIENT notifies JANINC in writing of such claim within 5 days of claim being reported to CLIENT or its representative. JANINC shall not be liable for delays, loss, or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage or natural calamity.
21. CLIENT agrees to maintain its facilities in a safe condition and in conformance with Federal, State, and local laws, ordinances and regulations, and agrees to indemnify JANINC from loss, liability, cost, or expense – including reasonable attorney's fees – caused by CLIENT's failure to do so.
22. This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.
23. This Agreement contains the entire agreement between the parties. All negotiations between the parties are superseded by this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached Performance Specifications, the former shall be controlling.



Date: _____

Date: 11/12/20

City of Selma

Print Name

Title

Janitorial INC.

Print Name

Title

J. Geil

Jason Geil

Business Dev. mgr.



City of Selma

Janitorial Duties

KEY DEFINITIONS

- 5XW Five times per week
1XW Weekly, once per week
1XM Monthly, one time per month
4XY Quarterly, four times per year
2XY Semi-annually, twice per year

1. General Cleaning: JANINC will clean Monday – Friday evenings after 6:00 PM

Office Areas

5XW Remove all:

- i. Waste paper baskets and replace liners when needed.
- ii. Card board boxes when they are "broken down" by client and put into a mutually agreed upon location each work day.
- iii. Recycling containers identified by a consistent marking such as blue containers or the recycling symbol. **CLIENT is responsible for these items.**
- iv. Shredded materials will be handled by **CLIENT.**
- v. Aluminum can or plastic container receptacles will be handled by **CLIENT.**

5XW Remove fingerprints and smudges from work tops and edges including counters, desks, doors, partitions, cupboards and woodwork.

5XW Spot clean around light switches and door handles.

5XW Dust and wipe work surfaces **when items are cleared.** This service is completed on a rotated basis.

5XW Spot clean unsightly smudges and smears on all glass as needed.

1XW Dust all horizontal surfaces less than six feet high such as: baseboards, windowsills, doors, and chairs.

4XY Vacuum all wall vents, ceiling vents and venetian blinds.

Floors & Carpets

Hard Surfaced Floor Coverings (Ceramic Tile, Vinyl Composite Tile, Terrazzo, etc.)

5XW Sweep or dust-mop all hard surfaced floors.

5XW Wet mop all hard surfaced floors.

Carpeting

5XW Vacuum and spot clean "quarter sized" spots in all carpeted areas. If a large spill occurs, please call us to have it extracted from the area for an additional charge.

Rest Rooms

5XW Empty all trash receptacles.

5XW Thoroughly sweep and mop rest room floors.

5XW Thoroughly clean rest rooms including porcelain fixtures, mirrors, and sanitary napkin



receptacles.

- 5XW Replenish dispensers with soap, toilet tissue, toilet seat covers, hand towels and sanitary napkins and replace trash receptacle liners as needed. *
- 5XW Wash all dispensers including soap, toilet tissue, toilet seat covers, towel and sanitary napkins.
- 5XW Remove splash marks from walls, urinals, and toilet partitions.

Break Room

- 5XW Empty all trash receptacles.
- 5XW Thoroughly sweep and mop floors.
- 5XW Thoroughly wipe and clean sinks, fixtures, tables and counter tops.
- 5XW Replenish dispensers with soap, hand towels, and replace trash receptacle liners as needed.*
- 5XW Clean inside and outside of microwaves.
- 5XW Clean the outside of refrigerators. Clean the inside of refrigerators when communicated by CLIENT to their team members.
- 5XW Wipe down the front of all cabinets.
- 5XW When food is left out overnight, throw away.

**JANINC will provide and stock all consumable supplies and trash receptacle liners.*

Holding Cell Area

- 5XW Clean and disinfect all touchpoints.
- 5XW Clean and disinfect fixtures.
- 5XW Empty trash receptacles.
- 5XW Sweep and mop floors.
- 5XW Replenish dispensers with soap, toilet tissue, toilet seat covers, hand towels and sanitary napkins and replace trash receptacle liners as needed. *
- 1XM Refill floor drains.

2. Other Cleaning Services:

These services are not included in the monthly price listed on Page 1, Section 12.

- 2XY Clean all carpets for \$60.00/hour per service, billed for actual time spent.
- 2XY Strip/scrub all hard surfaced floors for \$60.00/hour per service, billed for actual time spent.
- 2XY Clean all windows for \$40.00/hour per service, billed for actual time spent.
- 1XW Clean the Arts Center for an estimated \$60.00 per service.
- 1XM Clean the Arts Center for an estimated \$90.00 per service.
For a one-time cleanup, JANINC will give a quote for the service requested.

The deep cleaning prices above are estimates. Invoices will be based on actual hours worked whether less than or more than the estimated price. Please note, the more time that elapses between services, the longer it may take to complete. These services will help maintain the professional appearance and life of your floors, carpets, and windows.



ITEM NO:

1.h.

SUBJECT: Consideration of a Resolution Approving a one-year time extension of specified Planning entitlements approved in 2019 and 2020

RECOMMENDATION: Adopt a Resolution approving a one-year time extension of specified Planning entitlements approved in 2019 and 2020.

DISCUSSION: The purpose of this agenda item is to consider the approval of resolution granting a one-year time extension of specified Planning entitlements approved in 2019 and 2020 in the City of Selma that meet the following requirements:

1. Any Site Plan Review that was approved in 2019 or 2020 shall have a one-year time extension added to the current expiration date.

2. Any discretionary permit (Conditional Use Permit, Parcel or Subdivision Map, development agreement or other entitlement) that is still valid at time of adoption of this resolution, shall have a one-year time extension added to the current expiration date.

The President of the United States has declared a State of National Emergency related to the spread of the COVID-19 virus and the Governor of California has proclaimed a State of Emergency for the State of California and issued Executive Orders directing measures to mitigate the spread of cases of COVID-19 within the State of California. In addition, the City Council of the City of Selma adopted Resolution No. 2020-14R, declaring a local emergency related to the COVID-19 virus on March 16, 2020.

The Covid-19 pandemic has created a hardship on local citizens, businesses, and developers. The expiration of an entitlement during the pandemic creates an undue hardship for the persons affected and an extension of the applicable time period is the only means by which the council can alleviate that hardship. The proposed extension would grant an additional 12 months from the stated expiration date of any entitlement as specified above.

RECOMMENDATION: Adopt a Resolution approving a one-year time extension of specified Planning entitlements approved in 2019 and 2020.

/s/

Neal E. Costanzo, City Attorney

11/13/2020

Date

/s/

Teresa Gallavan, City Manager

11/13/2020

Date

RESOLUTION NO. 2020-____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SELMA APPROVING A ONE-YEAR TIME EXTENSION OF SPECIFIED PLANNING
ENTITLEMENTS APPROVED IN 2019 AND 2020 IN THE CITY OF SELMA**

WHEREAS, On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body.

WHEREAS the City Council desires to approve a one-year time extension of Specified Planning Entitlements approved in 2019 and 2020 in the City of Selma that meet the following requirements:

1. Any Site Plan Review that was approved in 2019 or 2020; and,
2. Any discretionary permit (Conditional Use Permit, Parcel or Subdivision Map, Development Agreement or other entitlement) that is still valid at time of adoption of this Resolution; and

WHEREAS the extension would grant an additional 12 months from the stated expiration date of any entitlement specified above because of the delays to normal activities caused by the pandemic; and

WHEREAS, the City Council, considered the Resolution and the staff report together with all public testimony of interested parties; and

WHEREAS CEQA was complied with for each individual entitlement at time of approval or adoption; and

WHEREAS the City Council made the following findings of fact for approval based on the reports, evidence and verbal presentations:

1. The proposed extension is consistent with applicable codes because it meets all of the requirements set forth in the Selma General Plan, Selma Municipal Code, Selma Zoning Ordinance and the California Subdivision Map Act.
2. The Covid-19 pandemic has created a hardship on local citizens, businesses, and developers and an extension of the applicable time period is the only means by which the council can alleviate that hardship.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The forgoing Recitals of this Resolution are true and correct and are incorporated by reference.
2. An extension of time of one year from the date on which any discretionary permit or entitlement, including a Site Plan Review Approval approved in 2019 or 2020, Conditional Use Permit, Parcel or Subdivision Map, Development Agreement or other real property development entitlement, is to expire by its terms or the terms of its approval is hereby granted so long as the applicable expiration date has not passed as of the date of adoption of this resolution.
3. The City Council approves this Resolution and the Findings for Approval listed above.
4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 16th day of November, 2020 by the following vote, to wit:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

1.i. CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
76126	11/05/2020	Printed	AIRGAS USA LLC	CVTC OXYGEN	R	775.42
76127	11/05/2020	Void				
76128	11/05/2020	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS		580.74
76129	11/05/2020	Printed	ARCHIVESOCIAL, INC.	SOCIAL MEDIA ARCHIVE SERVICES		1,400.00
76130	11/05/2020	Printed	AT&T	TELEPHONE -OCTOBER 2020		22.24
76131	11/05/2020	Printed	BANNER PEST CONTROL INC	PEST CONTROL -OCTOBER 2020		441.00
76132	11/05/2020	Printed	BELMONT NURSERY	DOWNTOWN LANDSCAPING		145.03
76133	11/05/2020	Printed	BEST UNIFORMS	CODE ENFORCEMENT REVOLVING	R	86.36
76134	11/05/2020	Printed	BRADFORD APARTMENTS	BUSINESS LIC OVERPAYMENT REIMB		118.00
76135	11/05/2020	Printed	JERRY L. BURNS / JB SOUND	VIDEO/AUDIO FOR HOCUS POCUS		400.00
76136	11/05/2020	Printed	CARROT-TOP INDUSTRIES, INC.	CALIFORNIA FLAGS		231.41
76137	11/05/2020	Printed	CDCE INCORPORATED	MDT MONTHLY LEASES -PD		1,190.00
76138	11/05/2020	Printed	CENTRAL CALIFORNIA FOOD BANK	BAGS FOR COMMODITIES -SENIOR CENTER		46.96
76139	11/05/2020	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		1,073.45
76140	11/05/2020	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING 20-3542		361.00
76141	11/05/2020	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE -PHONE SYSTEM/BACKUP 10/15-11/14/20		3,280.05
76142	11/05/2020	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT -SEPT 2020		427.75
76143	11/05/2020	Printed	COOK'S COMMUNICATION CORP	SHOP REPAIR UNIT#187		616.08
76144	11/05/2020	Printed	COPWARE, INC.	LEGAL SOURCEBOOK		615.00
76145	11/05/2020	Printed	CORE BUSINESS INTERIORS	POLICE STATION FURNITURE	PDSA	163,816.03
76146	11/05/2020	Printed	COSTANZO & ASSOCIATES	LEGAL FEES -AUGUST 2020		10,847.42
76147	11/05/2020	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING -SEPT 20		200.00
76148	11/05/2020	Printed	DATAPATH LLC	COMPUTERS AND MONITORS FOR NEW POLICE STATION	PDSA	9,788.30
76149	11/05/2020	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -SEPT 20		350.00
76150	11/05/2020	Printed	DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING JUL-SEPT 20		2,485.10
76151	11/05/2020	Printed	EDITOR LLC	CAPTAIN LOUIE PROMOS, VIDEO RECORDINGS, EDITING & PHOTOS		230.00
76152	11/05/2020	Printed	EMPLOYMENT DEVELOPMENT DEPT.	SUI QTRLY PMNT 7/1-9/30/20		4,416.81
76153	11/05/2020	Printed	FASTRAK VIOLATION PROCESSING	BRIDGE TOLL -PD		6.00
76154	11/05/2020	Printed	FENCE FACTORY	NEW POLICE STATION TEMP FENCE	PDSA	106.48
76155	11/05/2020	Printed	FRANCHISE TAX BOARD	CS#55068107		408.00
76156	11/05/2020	Printed	FRESNO OXYGEN	OXYGEN RENTALS		20.22
76157	11/05/2020	Printed	GAR BENNETT LLC	GATE VALVE/PVC -SHAFFER PARK, TEFLON THREAD/PVC-BRENTLINGER		140.57
76158	11/05/2020	Printed	GATEWAY ENGINEERING, INC.	STORM DRAIN IMPROVEMENT, CITY ENGINEERING SERVICES JULY-AUGUST 2020	PARTIAL R	58,505.50
76159	11/05/2020	Printed	GLOBAL EQUIPMENT COMPANY INC.	OUTDOOR RECYCLING RECEPTACLES	G	5,270.80
76160	11/05/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 10/21/20		1,221.20
76161	11/05/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 10/28/20		1,503.00
76162	11/05/2020	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICES	R	150.00
76163	11/05/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES -FD		511.45
76164	11/05/2020	Printed	KIMBERLY HOUSTON	HALLOWEEN CRAFT CLASSES SUPPLIES REIMB		121.69
76165	11/05/2020	Printed	JAMES W INGRAM / INGRAM DIGITAL ELECTRONICS	TRAFFIC SIGNAL REPAIR AT WALMART		2,511.11
76166	11/05/2020	Printed	J'S COMMUNICATION INC.	RADIO REPAIRS -PD		364.06
76167	11/05/2020	Printed	JORGENSEN & COMPANY	ANNUAL FIRE EXT MAINT-SALAZAR		244.17
76168	11/05/2020	Printed	KATCH ENVIRONMENTAL INC.	PROGRESS PAYMENT #14 NEW POLICE STATION	PDSA	221,027.74
76169	11/05/2020	Printed	KRAZAN & ASSOCIATES, INC.	ROCKWELL POND ENVIRONMENTAL ASSESSMENT	G	1,900.00
76170	11/05/2020	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		410.25
76171	11/05/2020	Printed	MMJ SOLUTIONS, INC.	WORKPLACE INVESTIGATION		8,250.76
76172	11/05/2020	Printed	NATIONAL BAND & TAG COMPANY	2021 DOG TAGS		180.94
76173	11/05/2020	Printed	ODELL PLANNING & RESEARCH, INC	SELMA GROVE EIR ADDENDUM		152.10
76174	11/05/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		2,622.11
76175	11/05/2020	Printed	DAMEN ROMAN PARDO	CAPTAIN LOUIE COSTUME REIMB		266.04

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
76176	11/05/2020	Printed	PG&E	UTILITIES -OCTOBER 2020		395.87
76177	11/05/2020	Printed	PG&E	UTILITIES -OCTOBER 2020		1,328.72
76178	11/05/2020	Printed	PG&E	UTILITIES -OCTOBER 2020		15,810.46
76179	11/05/2020	Printed	LUZMINDA V. PIEL / NEW VILLAGE PETS	SECOND CHANCE ANIMAL SHELTER SPAY & NEUTER		300.00
76180	11/05/2020	Printed	QUINN COMPANY	RESET GENERATOR -PD		298.00
76181	11/05/2020	Printed	FELISA CRUZ RIOS	BUSINESS LIC OVERPAYMENT REIMB		50.00
76182	11/05/2020	Printed	DANIEL ANTHONY RIVAS	HOTEL ROOMS FOR STRIKE TEAM REIMB	R	1,663.98
76183	11/05/2020	Printed	REYNA RIVERA	CANOPIES FOR SPECIAL EVENTS		399.28
76184	11/05/2020	Printed	SAN JOAQUIN VALLEY AIR	STREET SWEEPER PERMIT RENEWAL		258.00
76185	11/05/2020	Printed	SANTA MARIA CALIFORNIA NEWS	AD-NEBRASKA AVE PROJ RSPT	G	179.56
76186	11/05/2020	Printed	SELMA UNIFIED FOOD SERVICES	FUEL -SEPTEMBER 2020		15,608.87
76187	11/05/2020	Printed	SPARKLETTS	WATER SERVICE		114.62
76188	11/05/2020	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE		172.61
76189	11/05/2020	Printed	SUN LIFE	EMPLOYEE INSURANCE -NOV 20		1,558.23
76190	11/05/2020	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE -NOV 20		4,500.00
76191	11/05/2020	Printed	TIFCO INDUSTRIES, INC.	ELECTROSTATIC SPRAYER-COVID	R	1,090.96
76192	11/05/2020	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 9/23-10/22/20		82,934.10
76193	11/05/2020	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES -NOV 20		2,152.94
76194	11/05/2020	Printed	UNDERGROUND CONSTRUCTION	CA STATE FEE FOR REGULATORY COSTS -PW		741.08
76195	11/05/2020	Printed	UNITY IT	MDT MANAGED SERVICES -SEP 20		3,194.68
76196	11/05/2020	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE-PD		40.00
76197	11/05/2020	Printed	VERIZON WIRELESS	AIRCARDS 9/19-10/18/20		531.42
76198	11/05/2020	Printed	WASTE MANAGEMENT	TRASH DEBRIS		21.70

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	9/24/2020	SHELL, FOWLER CA	FUEL-ACT	269-2100-600.257.000	64.5
CALEB GARCIA	9/26/2020	TINY MART, PRATHER CA	FUEL-ACT	269-2100-600.257.000	37.8
CALEB GARCIA	9/27/2020	TINY MART, PRATHER CA	FUEL-ACT	269-2100-600.257.000	39.8
CALEB GARCIA	9/29/2020	FOWLER JOHNNY QUIK, FOWLER CA	FUEL-ACT	269-2100-600.257.000	52.0
CALEB GARCIA	10/1/2020	SHELL OIL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	56.0
CALEB GARCIA	10/5/2020	76, FRESNO CA	FUEL-ACT	269-2100-600.257.000	57.1
CALEB GARCIA	10/9/2020	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	67.5
CALEB GARCIA	10/14/2020	CIRCLE K, FRESNO CA	FUEL-ACT	269-2100-600.257.000	65.9
CALEB GARCIA	10/16/2020	SELMA STATION, SELMA CA	FUEL-ACT	269-2100-600.257.000	26.2
CALEB GARCIA	10/19/2020	SINCLAIR, FRESNO CA	FUEL-ACT	269-2100-600.257.000	53.1
CITY OF SELMA FIRE QRT MST	9/30/2020	US POSTAL SERVICE	SHIPPING FOR TURNOUT REPAIRS	100-2525-600.476.000	32.6
CITY OF SELMA FIRE QRT MST	9/30/2020	FIRE STORE	GLOVES & HELMET SHIELDS	295-2500-600.250.000	1,069.5
CITY OF SELMA FIRE QRT MST	10/1/2020	HARBOR FREIGHT TOOLS	PORTABLE PUMP FOR SQUAD	100-2525-600.250.000	340.0
CITY OF SELMA FIRE QRT MST	10/13/2020	FIRE STORE	LEATHER HELMET -REVOLVING ACCT	100-0000-123.010.000	500.0
CITY OF SELMA FIRE QRT MST	10/21/2020	USPS	RETURN HELMET SHROUDS	100-2525-600.250.000	11.5
CITY OF SELMA SNG RES2	9/22/2020	HILTON GARDEN INN	HOTEL ROOM -STRIKE TEAM	100-2525-610.922.000	113.5
CITY OF SELMA SNG RES2	9/28/2020	HILTON GARDEN INN	HOTEL ROOM -STRIKE TEAM	100-2525-610.922.000	106.1
CITY OF SELMA SNG RES2	10/7/2020	TRACTOR SUPPLY	PADLOCK FOR SQUAD	100-2525-600.250.000	11.8
CITY OF SELMA SNG RES3	10/5/2020	SUBWAY	FOOD FOR FIRE CALL	100-2525-600.250.000	53.5
CITY OF SELMA STATION 1	9/29/2020	HOME DEPOT	PROPANE FOR BBQ	100-2525-600.250.000	29.0
CITY OF SELMA STATION 1	10/6/2020	HOME DEPOT	WALL FAN FOR STATION 1	100-2525-600.250.000	59.7
CITY OF SELMA STATION 2	10/12/2020	HOME DEPOT	LUMBER -DOOR PROP	100-2525-600.250.000	32.5
CITY OF SELMA STATION 2	10/15/2020	O'REILLY	WAX	100-2525-600.250.000	18.4
CITY OF SELMA STATION 2	10/19/2020	WALMART	CLEANING SUPPLIES ST 2	100-2525-600.250.000	154.4
CITY OF SELMA TRAINING DIV	10/3/2020	ELITE COMMAND TRAINING	SAFETY CLASS	100-2525-610.915.000	425.0
FABIAN URESTI	9/28/2020	AMAZON	EMS SUPPLIES FOR FEMP	600-2600-600.250.000	32.5
FABIAN URESTI	9/28/2020	AMAZON	EMS SUPPLIES FOR FEMP	600-2600-600.250.000	121.8
FABIAN URESTI	10/21/2020	ULINE	SHELF FOR EMS CABINETS @ STA 2	600-2600-600.250.000	95.5
FINANCE DEPT	9/24/2020	AMERICAN RED CROSS	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	348.1
FINANCE DEPT	9/25/2020	FULL SOURCE	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	120.6
FINANCE DEPT	9/29/2020	HOME DEPOT	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	2,662.1
FINANCE DEPT	9/29/2020	FRESNO RACK & SHELVING	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	4,709.5
FINANCE DEPT	9/30/2020	NELSON'S HARDWARE	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	372.7
FINANCE DEPT	9/30/2020	HOME DEPOT	CENTRAL VALLEY TRAINING CENTER SUPPLIES -RETURN	274-1600-600.250.000	(199.5
FINANCE DEPT	9/30/2020	HOME DEPOT	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	243.3
FINANCE DEPT	9/30/2020	HOME DEPOT	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	66.5
FINANCE DEPT	9/30/2020	BASALITE	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	323.6
FINANCE DEPT	10/1/2020	HOME DEPOT	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	793.3
FINANCE DEPT	10/2/2020	NAPA AUTO STORE	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	44.2
FINANCE DEPT	10/2/2020	PLATT ELECTRIC	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	7,815.7
FINANCE DEPT	10/3/2020	HOME DEPOT	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	331.5
FINANCE DEPT	10/5/2020	USPS	CENTRAL VALLEY TRAINING CENTER MAILING	274-1600-600.250.000	52.7
FINANCE DEPT	10/5/2020	RITE AID	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	132.7

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
FINANCE DEPT	10/9/2020	PLATT ELECTRIC	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	2,890.2
FINANCE DEPT	10/15/2020	WALMART	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	141.0
FINANCE DEPT	10/15/2020	ROCKVILLE	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	229.5
FINANCE DEPT	10/16/2020	CWALLA	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	1,499.0
FINANCE DEPT	10/19/2020	HOME DEPOT	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	647.6
FINANCE DEPT	10/19/2020	HOME DEPOT	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	950.2
FINANCE DEPT	10/19/2020	HOME DEPOT	CENTRAL VALLEY TRAINING CENTER SUPPLIES	274-1600-600.250.000	2,963.8
GEORGE SIPIN	9/21/2020	NAPA AUTO PARTS	HORN - CREDIT	603-5500-600.256.000	-20.
GEORGE SIPIN	9/21/2020	AVS	AIR LIFT BAGS	603-5500-600.256.000	69.
GEORGE SIPIN	9/21/2020	NAPA AUTO PARTS	HORN,PWR STEERING, OIL- STOCK	603-5500-600.256.000	236.
GEORGE SIPIN	9/21/2020	NAPA AUTO PARTS	BOOSTER PACK	603-5500-600.250.000	183.
GEORGE SIPIN	9/21/2020	MICHAEL AUTOMOTIVE CENTER	HORN KITS - RT #157	603-5500-600.256.000	121.
GEORGE SIPIN	9/22/2020	O'REILLY AUTO PARTS	CAR WASH SOAP	603-5500-600.250.000	50.
GEORGE SIPIN	9/22/2020	SAUNDERS AUTOMATIC SERVICE	SHIFT PAD - RT #191	603-5500-600.256.000	514.
GEORGE SIPIN	9/22/2020	AMAZON	MONTHLY FEE	603-5500-600.400.000	14.
GEORGE SIPIN	9/23/2020	O'REILLY AUTO PARTS	GLOVES, AIR FILTER, WIPER FLUID	603-5500-600.256.000	560.
GEORGE SIPIN	9/23/2020	O'REILLY AUTO PARTS	DISPOSABLE MASKS	603-5500-600.250.000	80.
GEORGE SIPIN	9/23/2020	NAPA AUTO PARTS	LAMPS, RELAYS - STOCK	603-5500-600.256.000	220.
GEORGE SIPIN	9/24/2020	O'REILLY AUTO PARTS	CORE RETURN - CREDIT	603-5500-600.256.000	-10.
GEORGE SIPIN	9/24/2020	O'REILLY AUTO PARTS	BATTERY - RT #185	603-5500-600.256.000	164.
GEORGE SIPIN	9/24/2020	NAPA AUTO PARTS	POWER STEERING PUMP-STOCK	603-5500-600.256.000	242.
GEORGE SIPIN	9/25/2020	NAPA AUTO PARTS	ADAPTERS - STOCK	603-5500-600.256.000	298.
GEORGE SIPIN	9/25/2020	NAPA AUTO PARTS	HEADLIGHT LENS RESTORATION KITS	603-5500-600.256.000	66.
GEORGE SIPIN	9/25/2020	O'REILLY AUTO PARTS	HEADLIGHT RESTORATION KITS	603-5500-600.256.000	65.
GEORGE SIPIN	9/25/2020	LES SCHWAB TIRES	REPLACE TIRES - STOCK	603-5500-600.256.000	1,864.
GEORGE SIPIN	9/28/2020	ROMITA AUTO SERVICE	REPLACE FUSE BOX- RT #148	603-5500-600.256.000	895.
GEORGE SIPIN	9/28/2020	FRONTIER FASTENER	FUSES, NUTS, SCREWS - STOCK	603-5500-600.256.000	44.
GEORGE SIPIN	9/28/2020	SOLID SIGNAL	TABLET MOUNTS	603-5500-600.250.000	1,182.
GEORGE SIPIN	9/28/2020	NAPA AUTO PARTS	BRAKE PADS, OIL, BEARINGS - RT#185	603-5500-600.256.000	768.
GEORGE SIPIN	9/28/2020	NAPA AUTO PARTS	POWER STEERING PUMP - RT #174	603-5500-600.256.000	316.
GEORGE SIPIN	9/29/2020	NAPA AUTO PARTS	ROTORS, PADS - RT #185	603-5500-600.256.000	-97.
GEORGE SIPIN	9/29/2020	NAPA AUTO PARTS	STEERING PUMP - CREDIT	603-5500-600.256.000	-242.
GEORGE SIPIN	9/29/2020	NAPA AUTO PARTS	STARTER - RT #185	603-5500-600.256.000	214.
GEORGE SIPIN	9/30/2020	O'REILLY AUTO PARTS	CLEANER,PULLEY,O-RING - STOCK	603-5500-600.256.000	301.
GEORGE SIPIN	9/30/2020	NAPA AUTO PARTS	IGNITION STARTER SWITCH - RT #185	603-5500-600.256.000	48.
GEORGE SIPIN	9/30/2020	NAPA AUTO PARTS	HOSES - STOCK	603-5500-600.256.000	15.
GEORGE SIPIN	9/30/2020	MICHAEL AUTOMOTIVE CENTER	REMAN GEA - RT #174	603-5500-600.256.000	692.
GEORGE SIPIN	10/1/2020	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,042.
GEORGE SIPIN	10/1/2020	SAUNDERS AUTOMATIC SERVICE	INSTALLED MULTIPLEX BOX - RT#191	603-5500-600.400.000	1,095.
GEORGE SIPIN	10/1/2020	NAPA AUTO PARTS	V-RIBBED BELT - STOCK	603-5500-600.256.000	396.
GEORGE SIPIN	10/2/2020	MICHAEL AUTOMOTIVE CENTER	FUEL PUMP FOR ARBOC BUSES	603-5500-600.256.000	595.
GEORGE SIPIN	10/2/2020	MICHAEL AUTOMOTIVE CENTER	FUEL PUMP FOR ARBOC BUSES	603-5500-600.256.000	297.
GEORGE SIPIN	10/5/2020	CREATIVE BUS SALES INC	ELECTRICAL CONNECTOR-RT #188	603-5500-600.256.000	17.
GEORGE SIPIN	10/5/2020	MICHAEL AUTOMOTIVE CENTER	INSPECTION/SMOG - RT #144	603-5500-600.400.000	1,055.
GEORGE SIPIN	10/6/2020	O'REILLY AUTO PARTS	BACK UP ALARM - STOCK	603-5500-600.256.000	99.

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	10/6/2020	NAPA AUTO PARTS	ENGINE COOLING FAN CLUTCH - STOCK	603-5500-600.256.000	66.
GEORGE SIPIN	10/7/2020	O'REILLY AUTO PARTS	OIL/AIR FILTERS, ANTIFREEZE-STOCK	603-5500-600.256.000	887.
GEORGE SIPIN	10/7/2020	NAPA AUTO PARTS	35 TON SERVICE JACK, TRUCK STANDS -STOCK	603-5500-600.256.000	1,178.
GEORGE SIPIN	10/8/2020	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	-4.
GEORGE SIPIN	10/8/2020	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,211.
GEORGE SIPIN	10/8/2020	NAPA AUTO PARTS	CONTROL ARM & BALL - STOCK	603-5500-600.256.000	467.
GEORGE SIPIN	10/8/2020	NAPA AUTO PARTS	BATTERY FOR SHOP LIFT	603-5500-600.256.000	262.
GEORGE SIPIN	10/9/2020	NAPA AUTO PARTS	BRAKE ROTOR - STOCK	603-5500-600.256.000	153.
GEORGE SIPIN	10/9/2020	NAPA AUTO PARTS	DISC PADS - STOCK	603-5500-600.256.000	430.
GEORGE SIPIN	10/9/2020	NELSON'S ACE HARDWARE	NOZZLE TWIST/VALVE	603-5500-600.250.000	29.
GEORGE SIPIN	10/12/2020	O'REILLY AUTO PARTS	EZ TOOL SET	603-5500-600.250.000	94.
GEORGE SIPIN	10/12/2020	FRONTIER FASTENER	NUTS, SCREWS - STOCK	603-5500-600.256.000	44.
GEORGE SIPIN	10/13/2020	QUALITY ALIGNMENT	FRONT END ALIGNMENT - RT#172	603-5500-600.400.000	85.
GEORGE SIPIN	10/14/2020	AMERICAN CLASSIC AUTO REPAIR	WELD EXHAUST LEAK - RT #172	603-5500-600.400.000	40.
GEORGE SIPIN	10/14/2020	AMERICAN CLASSIC AUTO REPAIR	WELD EXHAUST LEAK - RT #155	603-5500-600.400.000	40.
GEORGE SIPIN	10/14/2020	O'REILLY AUTO PARTS	ALTERNATOR - STOCK	603-5500-600.256.000	298.
GEORGE SIPIN	10/15/2020	NAPA AUTO PARTS	DRUM BRAKE MAXI PACK - STOCK	603-5500-600.256.000	36.
GEORGE SIPIN	10/15/2020	O'REILLY AUTO PARTS	RADIATORS, COOLANT HOSES - STOCK	603-5500-600.256.000	578.
GEORGE SIPIN	10/16/2020	MICHAEL AUTOMOTIVE CENTER	CREDIT FOR OVER CHARGE	603-5500.600.256.000	-200.
GEORGE SIPIN	10/16/2020	MICHAEL AUTOMOTIVE CENTER	CORE RETURN - CREDIT	603-5500-600.256.000	100.
GEORGE SIPIN	10/16/2020	ARMANDO'S SMG	SMOG - RT #144	603-5500-600.400.000	70.
GEORGE SIPIN	10/19/2020	O'REILLY AUTO PARTS	CONTROL ARM ASSEMBLY - STOCK	603-5500.600.256.000	103.
GEORGE SIPIN	10/19/2020	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	854.
GEORGE SIPIN	10/19/2020	NAPA AUTO PARTS	CONTROL ARM & BALL - STOCK	603-5500-600.256.000	433.
GEORGE SIPIN	10/19/2020	NAPA AUTO PARTS	CONTROL ARM & BALL - STOCK	603-5500-600.256.000	108.
GEORGE SIPIN	10/19/2020	NAPA AUTO PARTS	CONTROL ARM & BALL - STOCK	603-5500-600.256.000	108.
GEORGE SIPIN	10/20/2020	LES SCHWAB TIRES	ALIGNMENT - RT #181	603-5500-600.400.000	85.
GEORGE SIPIN	10/20/2020	WALMART	JANITORIAL SUPPLIES	603-5500-600.250.000	92.
GEORGE SIPIN	10/21/2020	WALMART	TABLET CHARGER CABLES, BATTERIES	603-5500-600.250.000	67.
KELLI TELLEZ	9/24/2020	FAMILY DOLLAR	CLOROX WIPES -COVID SUPPLIES	100-2525-600.250.000	37.3
KELLI TELLEZ	10/6/2020	AMAZON	OFFICE SUPPLIES	100-1600-600.250.000	111.6
KELLI TELLEZ	10/7/2020	AMAZON	FRAMES FOR STATION	100-2525-600.250.000	94.0
KELLI TELLEZ	10/15/2020	FAMILY DOLLAR	SANITIZING -COVID SUPPLIES	100-2525-600.250.000	65.4
MIKAL KIRCHNER	10/13/2020	NELSON'S HARDWARE	BRENTLINGER KEYS-UPDATED LOCKS-YOUTH FOOTBALL	100-4700-600.250.000	14.5
NESTOR GALVAN	9/21/2020	NAPA AUTO PARTS	COUPLINGS- STOCKS	701-9200-600.256.000	28.
NESTOR GALVAN	9/22/2020	FAST UNDERCARD	ROTORS RETURNED-CREDIT	701-9200-600.256.000	-306.
NESTOR GALVAN	9/22/2020	CAMACHO TIRES	REPAIR FLAT - UNIT #1606	701-9200-600.400.000	20.
NESTOR GALVAN	9/23/2020	TIFCO INDUSTRIES	ELECTROSTATIC DISINFECTING SPRAYER SYSTEM-COVID 1	701-9200-600.250.000	1,090.
NESTOR GALVAN	9/23/2020	O'REILLY	WINDOW REGULATOR,FUEL CAP-UNIT #170	701-9200-600.256.000	121.
NESTOR GALVAN	9/23/2020	O'REILLY	DEF - STOCK	701-9200-600.254.000	71.
NESTOR GALVAN	9/23/2020	O'REILLY	AIR RIVETER	701-9200-600.305.000	200.
NESTOR GALVAN	9/23/2020	NAPA AUTO PARTS	RIVETER - CREDIT	701-9200-600.305.000	-32.
NESTOR GALVAN	9/23/2020	NAPA AUTO PARTS	RIVETER	701-9200-600.305.000	32.

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	9/23/2020	NAPA AUTO PARTS	RIVETER	701-9200-600.305.000	157.
NESTOR GALVAN	9/24/2020	NAPA AUTO PARTS	HYDRAULIC HOSE/FITTINGS - UNIT#8510	701-9200-600.256.000	114.
NESTOR GALVAN	9/25/2020	NAPA AUTO PARTS	AUGUST TRACS BILLING	701-9200-600.400.000	169.
NESTOR GALVAN	9/25/2020	VORTEX INDUSTRIES	REPAIR ROLLING STEEL DOOR - CITY YARD	702-9300-600.400.000	590.
NESTOR GALVAN	9/28/2020	O'REILLY	CORE RETURN	701-9200-600.256.000	-132.
NESTOR GALVAN	9/28/2020	TIFCO INDUSTRIES	CARGO STRAP,CS CHEMICAL,PAD	701-9200-600.250.000	405.
NESTOR GALVAN	9/28/2020	O'REILLY	BATTERY - UNIT #8510	701-9200-600.256.000	844.
NESTOR GALVAN	9/28/2020	CAMACHO TIRES	NEW TIRE - UNIT #3205	701-9200-600.255.000	140.
NESTOR GALVAN	9/28/2020	SCELZI ENTERPRISES INC	INSTALL POWER UNIT - UNIT #804	701-9200-600.400.000	1,159.
NESTOR GALVAN	9/29/2020	O'REILLY	AIR FILTERS - UNIT #806	701-9200-600.256.000	72.
NESTOR GALVAN	9/29/2020	MIRROR FINISH POLISHES	CLEANING SUPPLIES - UNIT #8510	701-9200-600.250.000	197.
NESTOR GALVAN	9/29/2020	NAPA AUTO PARTS	LOCK PINS FOR TRAILERS - STOCK	701-9200-600.256.000	5.
NESTOR GALVAN	9/29/2020	NAPA AUTO PARTS	AIR FILTER - UNIT #8512	701-9200-600.256.000	46.
NESTOR GALVAN	9/29/2020	NAPA AUTO PARTS	OIL FILTER - UNIT #8512	701-9200-600.256.000	30.
NESTOR GALVAN	9/30/2020	O'REILLY	HEADLIGHTS - UNIT #178	701-9200-600.256.000	96.
NESTOR GALVAN	9/30/2020	NAPA AUTO PARTS	MACS/WHITE LITHIUM GREASE-FIRE UNITS	701-9200-600.254.000	27.
NESTOR GALVAN	9/30/2020	NAPA AUTO PARTS	SERPENTINE BELT - UNIT #196	701-9200-600.256.000	18.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	INSTALL NEW SPRK PLUGS,SHARPEN BLADES - UNIT #4401	701-9200-600.400.000	359.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	TRIMMER SERVICE KIT - UNIT #4308	701-9200-600.400.000	57.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	NEW BLADES, OIL - UNIT #4410	701-9200-600.400.000	126.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	NEW BLADES, OIL - UNIT #4401	701-9200-600.400.000	61.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	SERVICE VALVES/BLADES-UNIT #4314	701-9200-600.400.000	144.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	SERVICE VALVES/BLADES-UNIT #4316	701-9200-600.400.000	149.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	SERVICE VALVES/BLADES-UNIT #4302	701-9200-600.400.000	65.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	SERVICE VALVES/BLADES-UNIT #4301	701-9200-600.400.000	136.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	SHARPEN BLADES - UNIT #4203	701-9200-600.400.000	42.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	SPRK PLUGS, SHARPEN BLADES - UNIT #4315	701-9200-600.400.000	79.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	SPRK PLUGS, SHARPEN BLADES - UNIT #4313	701-9200-600.400.000	79.
NESTOR GALVAN	10/1/2020	NELSON'S POWER CENTER	SPRK PLUGS, SHARPEN BLADES - UNIT #4308	701-9200-600.400.000	79.
NESTOR GALVAN	10/1/2020	THE MOWERS EDGE INC	HEDGE TRIMMER BLADE CLEANER	701-9200-600.250.000	120.
NESTOR GALVAN	10/2/2020	FAHRNEY FORD	PANEL - UNIT #186	701-9200-600.256.000	633.
NESTOR GALVAN	10/5/2020	TIFCO INDUSTRIES	NUTS, SCREWS CLAMPS - STOCK	701-9200-600.256.000	63.
NESTOR GALVAN	10/5/2020	CAMACHO TIRES	2 NEW TIRES - UNIT #196	701-9200-600.255.000	620.
NESTOR GALVAN	10/5/2020	DERRIN GIBBS INDUSTRIAL SERV	LADDER HYDRAULIC OVERHAUL - UNIT #8653	701-9200-600.400.000	659.
NESTOR GALVAN	10/6/2020	FAHRNEY FORD	MIRROR - UNIT #196	701-9200-600.256.000	280.
NESTOR GALVAN	10/7/2020	CAMACHO TIRES	NEW TIRE - UNIT #193	701-9200-600.255.000	310.
NESTOR GALVAN	10/7/2020	FAST UNDERCARD	PADS & ROTORS - UNIT #196	701-9200-600.256.000	206.
NESTOR GALVAN	10/7/2020	FAST UNDERCARD	PADS & ROTORS - UNIT #193	701-9200-600.256.000	279.
NESTOR GALVAN	10/7/2020	NELSON'S POWER CENTER	PTO SWAP - UNIT #3204	701-9200-600.400.000	581.
NESTOR GALVAN	10/7/2020	NELSON'S POWER CENTER	REPAIR THROTTLE - UNIT #4409	701-9200-600.400.000	34.
NESTOR GALVAN	10/7/2020	NELSON'S POWER CENTER	CARBURETOR - UNIT #3204	701-9200-600.256.000	37.
NESTOR GALVAN	10/8/2020	NAPA AUTO PARTS	HARDWARE KIT /BLADES FOR EXMARKS	701-9200-600.256.000	791.
NESTOR GALVAN	10/8/2020	O'REILLY	BATTERY - UNIT #314	701-9200-600.256.000	107.
NESTOR GALVAN	10/8/2020	O'REILLY	BATTERY - UNIT #3205	701-9200-600.256.000	46.
NESTOR GALVAN	10/8/2020	O'REILLY	BATTERY - UNIT #180	701-9200-600.256.000	47.

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	10/9/2020	THE MOWERS EDGE INC	CROSS SHAFT BEARINGS - UNIT #3206	701-9200-600.256.000	57.
NESTOR GALVAN	10/12/2020	TIFCO INDUSTRIES	CABLE TIES, ELECTRICAL TERMINALS	701-9200-600.256.000	179.
NESTOR GALVAN	10/12/2020	O'REILLY	MICRO-V BELT - UNIT #192	701-9200-600.256.000	19.
NESTOR GALVAN	10/12/2020	CAMACHO TIRES	REPAIR FLAT - UNIT #192	701-9200-600.400.000	20.
NESTOR GALVAN	10/13/2020	NELSON' S ACE HARDWARE	HARDWARE - OES UNIT #8503	701-9200-600.256.000	12.
NESTOR GALVAN	10/13/2020	NAPA AUTO PARTS	CAM LOCK - OES UNIT #8503	701-9200-600.256.000	8.
NESTOR GALVAN	10/13/2020	NAPA AUTO PARTS	780IN 6PS SOCKET SET	701-9200-600.305.000	5.
NESTOR GALVAN	10/13/2020	THE MOWERS EDGE INC	CROSS SHAFT BEARINGS-STOCK	701-9200-600.256.000	-57.
NESTOR GALVAN	10/14/2020	CAMACHO TIRES	REPAIR FLAT - UNIT #224	701-9200-600.400.000	20.
NESTOR GALVAN	10/14/2020	NAPA AUTO PARTS	BLOWER MOTOR SWITCH - UNIT #725	701-9200-600.256.000	177.
NESTOR GALVAN	10/15/2020	NELSON'S ACE HARDWARE	CLEVIS, PULLEY - UNIT #1315	701-9200-600.256.000	17.
NESTOR GALVAN	10/15/2020	THE MOWERS EDGE INC	BUSHING SUSPENSION - UNIT #3205	701-9200-600.256.000	25.
NESTOR GALVAN	10/15/2020	O'REILLY	AIR/OIL/CABIN FILTER-UNIT #266	701-9200-600.256.000	28.
NESTOR GALVAN	10/16/2020	SAFETY-KLEEN SYSTEMS	OIL RECYCLE	701-9200-600.400.000	391.
NESTOR GALVAN	10/16/2020	SAFETY-KLEEN SYSTEMS	OILS/FLUIDS	701-9200-600.400.000	1,694.
NESTOR GALVAN	10/16/2020	O'REILLY	BMR KIT - UNIT #718	701-9200-600.256.000	60.
NESTOR GALVAN	10/16/2020	O'REILLY	BLOWER RESISTR/BMR KIT - UNIT #718	701-9200-600.256.000	22.
NESTOR GALVAN	10/16/2020	ASBURY ENVIRONMENTAL SERV	RECYCLE USED OIL	701-9200-600.400.000	160.
NESTOR GALVAN	10/16/2020	PAPE MACHINERY	REPLACED CRANK SHAFT FILTER - UNIT #1315	701-9200-600.400.000	3,797.
NESTOR GALVAN	10/17/2020	NAPA AUTO PARTS	CAM LOCK- OES	701-9200-600.256.000	8.
NESTOR GALVAN	10/19/2020	O'REILLY	FUEL/AIR/OIL FILTERS - UNIT #716	701-9200-600.256.000	120.
NESTOR GALVAN	10/19/2020	O'REILLY	STEPBAR - UNIT #716	701-9200-600.256.000	367.
NESTOR GALVAN	10/19/2020	NELSON'S POWER CENTER	CLUTH KIT, DRIVE BELT- UNIT #3204	701-9200-600.256.000	757.
NESTOR GALVAN	10/20/2020	TIFCO INDUSTRIES	WASHERS,SCREWS - STOCK	701-9200-600.256.000	420.
NESTOR GALVAN	10/20/2020	SAFETY-KLEEN SYSTEMS	USED OIL RECYCLE	701-9200-600.400.000	25.
NESTOR GALVAN	10/20/2020	SAFETY-KLEEN SYSTEMS	MANIFEST FEE/SERVICE CARTRIDGE OIL FILTERS	701-9200-600.400.000	145.
NESTOR GALVAN	10/20/2020	LES SCHWAB TIRES	INSTALL NEW TIRES - UNIT #716	701-9200-600.400.000	696.
NESTOR GALVAN	10/20/2020	FAST UNDERCARD	BRAKES/ROTORS - UNIT #721	701-9200-600.256.000	425.
NESTOR GALVAN	10/20/2020	GRAINGER	RUBBER BUMPER - UNIT #2202	701-9200-600.250.000	84.
NESTOR GALVAN	10/20/2020	GRAINGER	RETAINER SPRING - UNIT #2202	701-9200-600.250.000	133.
NESTOR GALVAN	10/21/2020	O'REILLY	WHEEL SEAL, OIL - UNIT #721	701-9200-600.256.000	60.
NICOLETTE ANDERSEN	9/10/2020	AMAZON	CAPTAIN LOUIE VISOR MASKS	605-4300-600.250.000	28.1
NICOLETTE ANDERSEN	9/22/2020	SIGN UP GENIUS	AUDITION SIGNUPS SUBSCRIPTION	605-4300-600.400.000	24.9
NICOLETTE ANDERSEN	9/23/2020	MUSIC THEATER INTERNATIONAL	CAPTAIN LOUIE RIGHTS	605-4300-600.250.000	718.3
NICOLETTE ANDERSEN	9/25/2020	MY COMMERCE LEAWO	DVD RIPPER FOR DRIVE-IN MOVIE	605-4300-600.400.000	29.9
NICOLETTE ANDERSEN	9/29/2020	SWEETWATER SOUND	CAPTAIN LOUIE RECORDING EQUIPMENT	605-4300-600.250.000	150.8
NICOLETTE ANDERSEN	10/5/2020	AMAZON	CAPTAIN LOUIE PROP	605-4300-600.250.000	9.3
NICOLETTE ANDERSEN	10/9/2020	WPFORMS	ANNUAL ONLINE FORMS FOR SAC WEBSITE	605-4300-600.400.000	99.0
NICOLETTE ANDERSEN	10/10/2020	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	14.0
NICOLETTE ANDERSEN	10/13/2020	FIGURE 53	QLAB LICENSE FOR PROJECTIONS	605-4300-600.400.000	24.0
NICOLETTE ANDERSEN	10/15/2020	THE HOME DEPOT	CAPTAIN LOUIE SET SUPPLIES	605-4300-600.250.000	43.2
NICOLETTE ANDERSEN	10/16/2020	SHOWTIX4U	SO TICKETS FOR PLAYWRIGHT/ DIRECTOR	605-4300-600.400.000	5.0
NICOLETTE ANDERSEN	10/16/2020	SHOWTIX4U	SO TICKETS FOR PLAYWRIGHTS/ DIRECTOR	605-4300-600.400.000	5.0
NICOLETTE ANDERSEN	10/16/2020	SHOWTIX4U	SO TICKETS FOR PLAYWRIGHTS/ DIRECTOR	605-4300-600.400.000	5.0
NICOLETTE ANDERSEN	10/17/2020	SHOWTIX4U	SO TICKETS FOR PLAYWRIGHT/ DIRECTOR	605-4300-600.400.000	5.0

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	10/17/2020	SHOWTIX4U	SO TICKETS FOR PLAYWRIGHT/ DIRECTOR	605-4300-600.400.000	5.0
NICOLETTE ANDERSEN	10/19/2020	WALMART	CKP HALLOWEEN CRAFT CLASS SUPPLIES	100-4300-600.250.000	31.7
NICOLETTE ANDERSEN	10/20/2020	FOX DRUG STORE	CKP CLASS SUPPLIES - ALCOHOL SWABS	100-4300-600.250.000	1.8
NICOLETTE ANDERSEN	10/21/2020	WALMART	CKP HALLOWEEN CRAFT CLASS SUPPLIES	100-4300-600.250.000	10.5
POLICE DEPT NO 1	9/27/2020	PET SUPPLIES	K9 FOOD	100-2200-600.250.000	101.4
POLICE DEPT NO 1	10/7/2020	VINO & BLING	DISPATCHER OF THE YEAR PLAQUE	100-2100-600.250.000	54.1
POLICE DEPT NO 1	10/9/2020	OFFICE DEPOT	KEYPAD FOR DISPATCH	100-2100-600.250.000	47.0
POLICE DEPT NO 2	10/9/2020	BEST BUY	65" SAMSUNG TV X2	457-2100-700.100.005	1,496.7
POLICE DEPT NO 2	10/9/2020	BEST BUY	55" SAMSUNG TV X2	457-2100-700.100.005	1,236.3
POLICE DEPT NO 2	10/9/2020	ELM FEED	K9 FOOD	100-2200-600.250.000	58.5
POLICE DEPT NO 2	10/16/2020	76 GAS STATION	GAS UNIT 1001 /GAS MALFUNCTION	701-9200-600.257.0000	19.2
POLICE DEPT NO 2	10/16/2020	76 GAS STATION	GAS UNIT 1001 /GAS MALFUNCTION	701-9200-600.257.0000	21.5
POLICE DEPT NO 2	10/17/2020	76 GAS STATION	GAS UNIT 1001 /GAS MALFUNCTION	701-9200-600.257.0000	44.9
POLICE DEPT NO 2	10/19/2020	ELITE K9	K9 LONG LINE / EQUIP	100-2200-600.250.000	34.4
RECREATION DEPT	10/5/2020	SWANK MOTION PICTURES	HOCUS POCUS MOVIE	100-4100-600.400.000	450.0
RECREATION DEPT	10/13/2020	ACE HARDWARE STORE	ZIP TIES FOR PARK SIGNS	100-4100-600.250.000	11.7
RECREATION DEPT	10/22/2020	PARTY CITY	BALLOONS FOR PD RIBBON CUTTING	100-1700-600.215.000	40.7
REYNA RIVERA	9/26/2020	ZOOM	MONTHLY WEBINAR SUBSCRIPTION COVID 19	100-1700-600.470.000	54.5
REYNA RIVERA	9/28/2020	CA CITIES REGISTRATION	LEAGUE OF CITIES REGISTRATION FRANCO	100-1100-610.920.000	50.0
REYNA RIVERA	10/2/2020	CA CITIES REGISTRATION	LEAGUE OF CITIES REGISTRATION GALLAVAN	100-1300-600.250.000	50.0
REYNA RIVERA	10/2/2020	WM SUPERCENTER	COUNCIL SPECIAL MTG SUPPLIES	100-1100-610.920.000	64.9
REYNA RIVERA	10/2/2020	G'S RESTAURANT	COUNCIL SPECIAL MTG SUPPLIES	100-1100-610.920.000	173.8
REYNA RIVERA	10/8/2020	HOME DEPOT	BUILDING SUPPLIES	702-9300-600.250.000	52.8
REYNA RIVERA	10/9/2020	VISTAPRINT	PROMOTIONAL SUPPLIES PD	100-1700-600.215.000	153.7
REYNA RIVERA	10/9/2020	VISTAPRINT	PROMOTIONAL SUPPLIES PD	100-1700-600.215.000	65.0
REYNA RIVERA	10/9/2020	VISTAPRINT	PROMOTIONAL SUPPLIES PD	100-1700-600.215.000	9.8
REYNA RIVERA	10/13/2020	MARIANNE RODRIGUEZ	PROMOTIONAL SUPPLIES PD	100-1700-600.215.000	100.0
REYNA RIVERA	10/14/2020	AMAZON	WIRELESS EARPHONES -COUNCIL MTG AUDIO	100-1600-600.100.000	40.1
REYNA RIVERA	10/15/2020	AMAZON	PROMOTIONAL SUPPLIES PD	100-1700-600.215.000	20.4
REYNA RIVERA	10/19/2020	ROSA'S PIZZA	COUNCIL MTG SUPPLIES	100-1100-610.920.000	48.0
REYNA RIVERA	10/19/2020	ROSA'S PIZZA	ERROR-REVERSED CHARGE 10/26	100-1100-610.920.000	0.5
RICHARD FIGUEROA	10/15/2020	WALMART	EXTERNAL HARD DRIVES (CELL PHONE EXTRACT)	100-2100-600.250.000	170.5
RICHARD FIGUEROA	10/19/2020	MAVERICK DATA SYS	INVEST UNIT (SW MATERIAL) YEARLY SUB	100-2100-610.900.000	150.0
RICHARD FIGUEROA	10/21/2020	76 GAS STATION (TO EUREKA PD)	SELMA PD INVEST UNIT -TRANSPORT	701-9200-600.257.000	26.4
RICHARD FIGUEROA	10/21/2020	CHEVRON GAS STATION (EUREKA PD)	SELMA PD INVEST UNIT -TRANSPORT	701-9200-600.257.000	42.5
SHANE FERRELL	9/28/2020	CONSOLIDATED ELECTRICAL DIST	CREDIT - CHARGED INCORRECT AMOUNT	210-5400-600.250.000	-389.
SHANE FERRELL	9/28/2020	CONSOLIDATED ELECTRICAL DIST	100W LED RETROFITS	210-5400-600.250.000	378.
SHANE FERRELL	10/1/2020	CALAVERAS MATERIALS	6 YARDS CONCRETE-SELMA SIGNS	210-5400-600.250.000	768.
SHANE FERRELL	10/7/2020	WALMART	BLUE RAY PLAYER, CABLE-CITY YARD	702-9300-600.250.000	231.
SHANE FERRELL	10/8/2020	HOME DEPOT	WEED BARRIER/LANDSCAPE FABRIC-PD	702-9300-600.250.000	118.
SHANE FERRELL	10/9/2020	NELSON'S POWER CENTER	CARBURETOR SWAP	100-5300-600.250.000	36.
SHANE FERRELL	10/9/2020	NELSON'S POWER CENTER	CARBURETOR SWAP	210-5400-600.250.000	18.
SHANE FERRELL	10/9/2020	NELSON'S POWER CENTER	CARBURETOR SWAP	220-5300-600.250.000	18.
SHANE FERRELL	10/9/2020	NELSON'S ACE HARDWARE	GRAFFITI SUPPLIES	210-5400-600.250.000	30.
SHANE FERRELL	10/9/2020	NELSON'S ACE HARDWARE	GRAFFITI SUPPLIES	702-9300-600.250.000	30.

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
SHANE FERRELL	10/13/2020	NELSON'S ACE HARDWARE	SUPPLIES FOR STREET LIGHTS	210-5400-600.250.000	19.
SHANE FERRELL	10/13/2020	NELSON'S ACE HARDWARE	WIRE CONNECTOR - OLD CITY YARD	702-9300-600.250.000	49.
SHANE FERRELL	10/13/2020	NELSON'S ACE HARDWARE	SPRINKLER RISER/PVC - PARKS	100-5300-600.250.000	24.
SHANE FERRELL	10/13/2020	NELSON'S ACE HARDWARE	KICKDOWN DOOR HOLDER - ARTS CTR	702-9300-600.250.000	30.
SHANE FERRELL	10/14/2020	AMAZON	US FLAGS - VETERAN'S PLAZA	100-5300-600.250.000	97.
SHANE FERRELL	10/14/2020	AMAZON	US FLAGS	702-9300-600.250.000	304.
SHANE FERRELL	10/14/2020	1000 BULBS	4FT LED TUBES - FIRE STATIONS	702-9300-600.250.000	127.
SHANE FERRELL	10/14/2020	HOME DEPOT	SUPPLIES FOR NEW PD RIBBON CUTTING	702-9300-600.250.000	266.
SHANE FERRELL	10/19/2020	HOME DEPOT	DOWNTOWN LANDSCAPING	210-5400-600.250.000	496.
SHANE FERRELL	10/20/2020	SYNLAWN	TURF FOR TRIANGLE ON MILL	210-5400-600.250.000	453.
STEVEN MARES	10/16/2020	BLUE ALPHA	BELT -REVOLVING ACCT	100-0000-123.010.000	69.9
TERESA GALLAVAN	9/24/2020	CITY OF FRESNO PARKING	PRESS CONFERENCE CARES ACT FUNDING	100-1300-610.920.000	0.3
TERESA GALLAVAN	9/24/2020	CITY OF FRESNO PARKING	PRESS CONFERENCE CARES ACT FUNDING	100-1300-610.920.000	5.0
TERRY REID	9/25/2020	O'REILLY AUTO PARTS	CAR WASH SOAP X2	100-2200-600.250.000	10.8
					82,934.1

PAYROLL TRANSACTIONS

CHECK REGISTER

Date	Check No.	Amount
10/7/2020	116272	\$94.43
10/9/2020	116273	\$489.32
10/20/2020	116288	\$3,010.25
10/28/2020	116289	\$8,188.03
10/30/2020	116290-116300	\$5,112.42

Remittance Checks

Date	Check No.	Amount
10/30/2020	116301-116305	\$9,663.29

ACH Payment

Date	Description	Amount
10/7/2020	PR OCT072020	\$72.21
10/30/2020	PR OCT302020	\$219,209.16

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

November 16, 2020

ITEM NO:

2

SUBJECT: Discussion and Direction Regarding Energy Efficacy Capital Improvement Project

RECOMMENDATION: Discuss and receive direction on energy efficacy capital improvement project with the following options:

1. Postpone project discussion to a future date,
 2. Terminate project, or
 3. Direct staff to start the bid process and review financing options.
-
-

DISCUSSION: On September 8, 2020, Council directed staff to postpone the discussion of an energy efficacy improvement project to November's second Council meeting. The estimated cost of the project was quoted by Engie, Inc. in the amount of \$1,501,132 and would require some form of financing.

Per the assessment completed by Engie, the follow improvements where recommended:

Facility	Energy Measures To Be Assessed:
Selma Arts Center	LED lighting
Berry Park	LED lighting
Brentlinger Park	Solar, LED lighting
City Hall and/or New PD	Solar, LED lighting, EV charging
Fire Administration Building	LED lighting
Fire Department Station 1	LED lighting
Fire Department Station 2	LED lighting
Maintenance Yard	LED lighting
Ringo Park	LED lighting
Salazar Community Center	LED lighting
Selma Senior Center	LED lighting
Shafer Park	Solar, LED lighting

To install these energy measures a formal bid package would need to be developed to solicit contractors that would include the following scope of work:

- Provide installation of solar photovoltaic (PV) systems at three facilities,
- Install new or retrofit lighting fixtures at twelve locations, and
- Provide, install and configure two (2) EV-Box Open Charge Point Protocol (OCPP) B2323-65063-EVC-04 Dual Ports, EV-connect Networked EVC stations or equivalent.

Staff is now requesting further direction on this project with the following options:

1. Postpone project discussion to a future date,
2. Terminate project, or
3. Direct staff to start the bid process and review financing options.

RECOMMENDATION: Discuss and receive direction on energy efficacy capital improvement project with the following options:

1. Postpone project discussion to a future date,
2. Terminate project, or
3. Direct staff to start the bid process and review financing options.

<u>/s/</u>	<u>11/13/2020</u>
Isaac Moreno, Assistant City Manager	Date
<u>/s/</u>	<u>11/13/2020</u>
Teresa Gallavan, City Manager	Date

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

November 16, 2020

ITEM NO: 3.

SUBJECT: Gift Card Program as part of COVID-19 Economic Recovery

RECOMMENDATION: Council to execute resolution allowing the City Manager to execute program agreement with Yiftee Inc., and direct staff to implement the program with a \$5,000 budget for marketing, implementation and public engagement.

DISCUSSION: As an incentive to encourage more local shopping, and as a means to promote businesses in Selma both citywide and in the Downtown High Street Area, staff recommends an online gift card program that can be implemented quickly for multiple businesses.

Staff's recommendation to utilize the vendor Yiftee will allow for a quick set up. Other programs including GiftBar and Giftly were reviewed in conjunction with communications to other cities who have implemented, or have considered, gift card programs. Yiftee appeared to have the most user friendly and most inclusive platform for a small city. With no setup costs or fees, the City's financial contribution would go directly to covering the transaction fees as the cards are purchased.

The recommended \$5,000 applied directly to the program for this purpose would support approximately \$70,000 worth of gift cards in the community. Providing this funding for the "E-delivery Fee" would encourage card purchases by only charging the value of the card to the gift giver as is normal with business-specific gift cards. \$5,000 is requested to also cover online marketing and print marketing of the program to educate the public and businesses.

The process for the gift card is simple: The gift receiver gets an email or text message notification of the gift or the giver can provide a print-out. The card information acts like a credit card (MasterCard) at the point of sale. Manual entries for credit card numbers are charged at a slightly higher rate by the business' credit card processor, generally not more than a few cents extra per transaction.

Yiftee requires an agreement between the company and the implementing agency. Business participants will also need to agree to terms and conditions on the website.

Attachments:

1. Resolution
 2. Gift Card Program Outline
 3. Yiftee Community Gift Card Program Agreement
-
-

RECOMMENDATION: Council to execute resolution allowing the City Manager to execute program agreement with Yiftee Inc., and direct staff to implement the program with a \$5,000 budget for marketing, implementation and public engagement.

<u>/s/</u>	<u>11/13/2020</u>
Tracy Tosta, Administrative Analyst	Date
<u>/s/</u>	<u>11/13/2020</u>
Teresa Gallavan, City Manager	Date

CITY OF SELMA

Gift Card Program

INTRODUCTION

The City of Selma acknowledges the difficult economic situation that has grown out of the global COVID-19 pandemic. A gift card program was identified to aid in the economic recovery of small local businesses and a means to encourage local spending through the 2020 winter holiday season.

CITY ACTIONS AND PARTICIPATION

The City will be responsible for executing the Yiftee Inc. agreement and for setting up the program website. Staff will recruit and support businesses in initiating their set-up transactions that allow them to participate in the program.

The City will also be responsible for marketing the program to residents. The City as the Organizer can control who participates in the card. This will generally not be limited however efforts to recruit businesses will be focused on three key industries:

1. Restaurants
2. Retailers (excluding convenience stores)
3. Personal services (barbers, salons etc.)

The City will also set aside up to \$5,000 in their Yiftee account to cover the costs of the E-Delivery Fee and Transaction Fee at the gift card point of purchase. This amount will spur between \$70,000 and \$100,000 worth of purchases. More funds can be added as desired and approved by council.

Organizers Steps to Launch:

1. Outreach businesses for participation
2. Upload list of participating merchants
3. Authorize their participation and initiate invitation through the Yiftee website
4. Yiftee will send the business a sample gift card to process their merchant activation
5. Merchant ID will be captured by Yiftee and Opt-in to services will be completed

Organizers will have access to the following reports and information:

- Number and value of the gift cards sold
- Names and email addresses of those that purchased cards
- Marketing rights to the contacts list
- View redeemed locations and all transaction amounts
- Provide vendors information on the activity with the program

Optional Buy One Get One (BOGO) programs:

The city can establish a BOGO program in Yiftee in which the incentivized bonus cards can have expiration dates. Yiftee will charge a 10% restocking fee for unspent bonus funds after the expiration and will return the balance to the City account.

CITY OF SELMA

Gift Card Program

BUSINESS PARTICIPATION PROCESS

The City will upload a list of interested businesses who will receive email invitations to set up their profiles on the website. A test transaction will be run to identify the merchant number and establish a connection between the gift cards and the business.

Businesses will pay their regular credit card processing fee for transactions with a “card not present”. The merchant enters the card number manually and MasterCard validates or declines based on balance of the card. The “card not present” fee is about 0.5% higher than other transactions. Businesses should consult with their credit card processor to ensure they can take MasterCard and understand the cost for this type of transaction. There is no cost to participate or set up their business profile.

Non-profits may also sign up as a vendor if they have credit card processing capabilities.

GIFT CARD PURCHASER

Individuals will purchase gift cards from the Yiftee platform page designated to the City of Selma. The City will ensure the listing of businesses is complete. Card purchaser will receive email alerts when the card is delivered and opened by the gift recipient. Reduced e-delivery and transaction fees are available for bulk orders.

GIFT RECIPIENT

Recipient selects a business from the list and the products or services to purchase at their brick and mortar location. The recipient will provide the gift card number and CV code to the merchant for the amount of the card or the purchase. Their card balance will digitally be updated with any remaining funds. Cards can be used at any listed merchant. Printed cards may also be used. Gift card recipients will receive a monthly reminder to use the card. Since this is a multiple vendor use card an inactivity fee will be charged after 12 months of no activity. Generally this card program does not work with ecommerce due to “split tender transaction”.

City of Selma
Attn: Economic Development Department
1710 Tucker Street
Selma CA 93662
Any questions please call: 559-891-2200
Email: TracyT@cityofselma.com

RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROPRIATING FUNDS FOR AND ESTABLISHING THE CITY OF
SELMA GIFT CARD PROGRAM**

WHEREAS, the City of Selma (City) is the location of numerous small businesses that have sustained significant losses of revenue, and increased expenses as a result of the Coronavirus pandemic and the consequent forced closure of their businesses or required modifications to their business operations to ensure the safety of their customers and workforce; and

WHEREAS, the City of Selma has received funds through the CARES Act, one of three significant enactments of the United States Government designed to provide monetary relief both to the City, and to persons and businesses affected by the COVID-19 pandemic and subsequent closure or modification of operations of both government and business; and

WHEREAS, the City is using the monies allocated to it by the CARES Act to address, not only the effect on its own finances, but the effect on small business operations that have not received governmental assistance directly from the Federal or State Government in light of the fact that the City's financial standing is dependent upon its tax base, including sales tax and property tax monies it receives as a result of the continuing operation of small business within the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The forgoing recitals are true and correct.
2. The City Council hereby appropriates the amount of \$5,000 from the general fund as offset by the CARES Act allocation received by the City to establish a City of Selma Gift Card Program. Businesses interested in participating in the program will receive support from city staff to establish their business in the program. The City Council has reviewed the preliminary, proposed details of the Gift Card Program and authorizes its City Manager to execute the agreement set forth in the attached "Community Card Customer Agreement" from the preferred vendor Yiftee Inc. and to make determinations regarding the implementation of the program.
3. Funds appropriated to this program will fund outreach, marketing, and as available fees for processing the gift card purchase. Businesses that wish to participate will accept the terms and agreements directly with the program vendor Yiftee Inc. and the City of Selma will not be a financial pass through entity for any of the transactions. Funds will only be used to subsidize the minimal transaction fees as to make the program more marketable.

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 16th of November 2020 by the following vote:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of Nov. 9, 2020 (the "Effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and _____ with an address at _____ ("Customer"). The parties agree as follows:

1. Definitions.

- 1.1 "Merchant" means a merchant, prospect or other contact that may be using or desire to use Yiftee Services to redeem eGifts.
- 1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.
- 1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.
- 1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.
- 1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.
- 1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.

2. Merchant Enrollment.

2.1 Merchant Enrollment Obligations

- (a) Customer will collect a set of Merchants who have elected to participate in the Yiftee Services. Each Merchant must agree to the Yiftee Merchant Agreement located on the Yiftee.com website. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will upload into the Yiftee Services or provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.
- (b) Yiftee will provide to Customer or directly to Merchants, upon receipt of the set of Merchant names in 2.1a, a set of unique Activation Cards to be run by each Merchant. Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website.
- (c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.

(d) Yiftee will bill Customer or Merchants as described in Appendix A. Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost to Customer, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.

(e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.

(f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.

(g) Customer is responsible and liable for any disputes or liability arising out of its relationships with Merchants and Participants.

2.2 Yiftee Materials.

Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.

2.3 Limited Licenses.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.

2.4 Trademark License.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services, subject to written usage guidelines, if any, made mutually available.

3. Ownership. As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.

4. Warranties Disclaimer. YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

5. Liability Limitation. EXCEPT FOR LIABILITY ARISING UNDER SECTION 7, NEITHER PARTY (NOR IT'S LICENSORS) WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE AND IN NO EVENT SHALL EITHER PARTY'S

LIABILITY EXCEED THE GREATER OF \$500 OR THE AMOUNTS PAID AND/OR PAYABLE BY YIFTEE TO CUSTOMER (AND/OR BY CUSTOMER TO YIFTEE, IF PAYMENTS ARE PAYABLE BY CUSTOMER TO YIFTEE IN ACCORDANCE WITH PROPOSAL) HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

6. Term and Termination.

6.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 6.2.

6.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

6.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials, and any Yiftee Services, hardware and software provided to Customer here under, (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 3, 4, 5, 6.3, 7 and 8. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

7. Confidentiality. Because of this Agreement, the parties may have access to information that is confidential to the disclosing party ("Confidential Information"). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties' products and pricing and all information designated as confidential by the disclosing party at the time of disclosure. A party's Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party's Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate

remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

8. Non-solicitation

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser's or Merchant's participation in the other party's products and services.

9. Miscellaneous

9.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. The parties will resolve any disputes in the state or federal courts located in Santa Clara County, California, to whose exclusive jurisdiction and venue they irrevocably submit. Notwithstanding anything to the contrary, either party may pursue injunctive or other equitable relief in any court of competent jurisdiction.

9.2 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

9.3 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

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

Customer (Print):

YIFTEE, INC.

By:

By:

Name, Title:

Name, Title: Donna Novitsky, Yiftee CEO

Community Card Customer Agreement

APPENDIX A

Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share. Yiftee does not take a percentage of the cards that are redeemed in the Participants' stores.

Charges:

Purchasers pay the face value of the card plus a \$1+5% of the eGift Card value eDelivery fee at the time of purchase. Bulk purchases of five hundred dollars (\$500) or more, and enterprise accounts may qualify for a reduced eDelivery fee by depositing funds into their Yiftee eGifting accounts by check or ACH and disabling credit cards.

Participants pay Mastercard processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees, they are set by the Merchant Acquirer who is their credit card processor.

Subject to applicable laws, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 months. This will be made clear to cardholders on the face of the eGift Card when implemented, as is required by law.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.

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

November 16, 2020

ITEM NO:

4.

SUBJECT: Continued Item – Consideration of a Resolution approving a request to enter into an Agreement with Vanir Construction Management, Inc. for Project Management of the Rockwell Park Project.

DISCUSSION: At the City Council meeting of October 5, 2020 the City Council continued this item to the next meeting and directed staff to meet and discuss with the developer of Selma Grove and Vanir Construction Management (Vanir) concepts for the City's Rockwell Park Project. At the October 19, 2020 City Council meeting staff reported contact with the Selma Grove developer had been made and he informed staff he needed at least 30 - 45 days to work on providing the City a concept of the park and his development and the synergy between his commercial development and the adjacent City Rockwell Park project. The City Council again tabled this item and to bring back at the November 16, 2020 meeting.

On Tuesday, November 3, 2020 staff forwarded by e-mail, as per the developer's request, concepts that were drawn up in 2015 and 2018 to him. Staff followed up with the developer in regards to when we can expect to receive a conceptual plan.

Per the City's grant, the City has a deadline of May 2024 to complete the park project. Staff is recommending City Council consider approving the agreement with Vanir. With an approval, City Staff and Vanir can begin to move forward with many of the preliminary steps needed to be completed as we move forward with pre-design, design and construction. During this preliminary time, City Staff and Vanir will continue to work with the developer to look for mutually beneficial development opportunities between the park and commercial development. By approving the agreement with Vanir, it allows us to move forward and no delay, and at the same time, allows for us time to coordinate efforts as stated with the developer.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$489,040.00		None.
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Park Development Fund Fund Balance: \$662,415.32		None.

RECOMMENDATION: Approve City Manager to sign and enter into agreement with Vanir Construction Management Inc. for the purpose of Project Management of the Rockwell Park Development.


 Mikal Kirchner, Director of Recreation

11-12-2020
 Date

/s/
 Teresa Gallavan, City Manager

11/13/2020
 Date

RESOLUTION NO. 2020 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST TO ENTER INTO A CONTRACT AGREEMENT BETWEEN THE CITY OF SELMA AND VANIR CONSTRUCTION MANAGEMENT

WHEREAS, the City has received grant funds for the development of a 28-acre park located near Rockwell Pond; and

WHEREAS, the last park developed in Selma was Shafer Park in 1989; and

WHEREAS, the City went out for submission of Request for Proposals (RFP) for a Project Manager for the Rockwell Park Project; and

WHEREAS, the City reviewed each of the RFP proposals and conducted a review, reference checks and interviews; and

WHEREAS, the City and Vanir Construction Management desire to enter into an agreement to provide Park Project Management Services; and

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

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

SECTION 2. The Agreement serves as a public purpose in overseeing the park development project and construction of a new park.

SECTION 3. The City Council hereby approves the City Manager to enter into the agreement on behalf of the City of Selma with Vanir Construction Management.

SECTION 4. Vanir Construction Management shall comply with the City's Municipal Code during construction and shall provide the City with all information required by City staff, including, but not limited to, the following:

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

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 16th day of November 2020, by the following vote:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 6, 2020 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Vanir Construction Management, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2024, 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 park development 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 Three Hundred Sixty-Two Thousand and Six Hundred Dollars (\$362,600.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold
November 16, 2020 Council Packet

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 Sub consultants (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 sub consultants 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:	Neal Costanzo, City Attorney Costanzo & Associates 575 E. Locust Avenue, Suite 115 Fresno, CA 93720
To Consultant:	Vanir Construction Management, Inc. 2444 Main Street, Suite 130 Fresno, CA 93721

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 sub consultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed sub consultant, a copy of the proposed written contract between Consultant and such sub consultant 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 sub consultant 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 sub consultant, Consultant shall be responsible to the City for the performance of its subconsultants as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants.

Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

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

Vanir Construction Management, Inc.

By: _____
Teresa Gallavan, City Manager

By: _____
Jerry Avalos, Vice President/Area
Manager

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Neal Costanzo, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Park Project Management of a 28-acre Park development.

Project Manager shall work closely with City Staff to develop a project schedule and a detailed scope of work for property acquisition, design and construction elements. In addition, the Project Manager will assist City with maintaining compliance with Proposition 68 Grant guidelines.

Project Manager's Basic Services:

Kick Off Meeting: A review of the Scope of the Project, communications protocols, Project Budget, Design and Construction and Grant Guidelines.

Design Phase

Pre-Design Phase: Shall assist the City in development of a Request for Proposals for the Park Design. This service shall include the following: preparation and distribution of prequalification questionnaires; receiving and analyzing completed questionnaires; interviewing potential designers; and preparing recommendations for the City, including staff reports to City Council.

Design Phase: Shall monitor the Design Professional's compliance with the design schedule, design phase procedures and coordinate and expedite the flow of information between the Design Firm and City. Shall conduct periodic project meetings to serve as a forum for the exchange of information relating to the project and also review of design progress. Shall review all design documents for clarity, consistency, constructability and coordination. Shall make recommendations to the City based on evaluation of all design documents, plans and drawings.

Bid and Award Phase

Construction Pre-Qualifying Phase: Shall assist the City in development of a Bid Documents packet. Shall assist the City in developing lists of possible bidders. Services shall include the following: preparation and distribution of prequalification questionnaires; receiving and analyzing completed questionnaires; assisting City staff with interviewing possible bidders; bonding agents and financial institutions; and preparing recommendations for the City. Shall prepare a bidder's list for each bid package for approval by City.

Bid and Award Phase: Shall conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders. Shall assist the City in preparing and placing notices and advertisements to solicit bids for the project. Shall coordinate the delivery of Bid Documents to bidders. The City shall obtain the City-approved contract documentation from the Design

Professional and the Project Manager shall arrange for printing, binding, wrapping and delivery to the bidders. The Project Manager shall maintain a list of bidder's receiving Bid Documents.

Pre-Bid Conferences: In conjunction with the City and Design Professional, the Project Manager shall conduct Pre-Bid Conferences. These conferences shall be forums for the Project Manager, City and Design Professional to explain project requirements to the bidders, including information concerning schedule requirements, time and cost control. The Project Manager shall develop and coordinate procedures to provide answers to bidder's questions.

Addenda: The Project Manager shall receive from the Design Professional a copy of all Addenda. Shall review Addenda for clarity, consistency, and coordination among the bidders. Shall distribute a copy of the Addenda to each bidder receiving Bid Documents.

Bid Opening and Recommendations: Shall assist City in conducting the bid opening and shall evaluate the bids for responsiveness and price. Shall make recommendations to the City concerning the acceptance or rejection of bids.

Construction Phase

Project Management: Shall provide and maintain a management team on the Project site to provide contract administration as an agent of the City and to establish and implement coordination and communication procedures among the Project Manager, City, Design Professional and Contractors.

Construction Administration Procedures: Shall establish and implement procedures for expediting and processing requests for information, drawings, material and equipment sample submittals, contract schedule adjustments, change orders, payment request and tracking all relevant information related to the above. Shall maintain daily job reports, as the Cities agent and representative at the construction site, if provided for in the Construction Phase Procedures approved by the City, the Project Manager shall be the party to whom requests for information, submittals, Contractor schedule adjustments, substitutes, change order requests and payment applications shall be submitted.

Project Site Meetings: Periodically the Project Manager shall conduct coordination meetings at the Project site and/or City Hall with each Contractor, the City and the Design Professional. Project Manager shall record, transcribe and distribute minutes to all attendees, including the City and Design Professional.

Review of Requests for Changes to the Contract Time and Price: Shall review the contents of requests for changes to the contract time or price submitted by a Contractor, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the City with respect to acceptance of the request.

Substantial Completion: In consultation with the Design Professional and City inspectors, the Project Manager shall review the contractor's request for substantial completion and final completion and recommend to the City when the Project and the Contractor's Work has achieved substantial and final completion. Shall prior to issuing a Certificate of Substantial Completion, compile a list of incomplete work which does not conform to the Contract Documents based on input from the Design Professional and City inspector's. The list shall be attached to the Certificate of Substantial Completion. Shall issue the Certificate of Substantial Completions and Certification of Final Completion to the Contractor.

Final Payment: Shall provide the City a written recommendation regarding final payment to the contractor following consultation with Design Professional and City.

EXHIBIT B
RATE SCHEDULE

<u>Positions</u>	<u>'20/'21 Rates</u>
Principal in Charge	\$235
Project Director/Sr. Project Manager	\$195
Sr. Construction Manager	\$185
Construction Manager	\$170
Asst. Construction Manager II	\$150
Asst. Construction Manager I	\$145
Project Coordinator	\$135
Project Engineer	\$125
Commissioning Agent	\$145
Administrative Assistant II	\$95
Administrative Assistant I	\$85
Estimator I	\$160
Scheduler I	\$150

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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.