

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

March 16, 2020

ITEM NO: 1.a.

SUBJECT: Consideration of a Resolution consenting to the use of public facilities regarding the proposed re-routing of traffic on Highland Avenue for participants of the Annual Selma Sikh Parade

RECOMMENDATION: Adopt a Resolution endorsing the use of public streets for the Annual Selma Sikh Parade.

On February 18, 2020, the Sikh Center of the Pacific Coast Sikh Temple applied for a Special Events Parade Permit for a route that will begin at 2211 S. Highland Avenue, on April 19, 2020.

The parade will cause the re-directing of traffic on State Highway 43/Highland Avenue between Rose and Nebraska Avenues, from 10:00 a.m. to 2:00 p.m. on April 19, 2020.

The California Department of Transportation is requesting a resolution from the City of Selma endorsing the event, given the need to reroute traffic from State Highway 43 to City Streets.

RECOMMENDATION: Adopt a Resolution endorsing the use of public streets for the Annual Selma Sikh Parade.


Teresa Gallavan, City Manager

3-11-20
Date

RESOLUTION NO. 2020 –__ R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, CONSENTING TO THE USE OF PUBLIC FACILITIES
AND THE PROPOSED RE-ROUTING OF TRAFFIC**

**SPECIAL EVENT
ANNUAL SELMA SIKH PARADE**

WHEREAS, on March 16, 2020, the Selma City Council, at a regularly scheduled meeting, considered a request by the Sikh Center of the Pacific Coast Sikh Temple for the re-routing of traffic on State Highway 43 Highland Avenue between Rose Avenue and Nebraska Avenue; and

WHEREAS, the Sikh Center of the Pacific Coast Sikh Temple is required to apply to the State of California Department of Transportation ("Caltrans") to conduct a special event – Sikh Festival Parade on State property; and

WHEREAS, the annual Sikh parade will require the temporary closure of State Highway Route 43 on April 19, 2020 between 10:00 a.m. and 2:00 p.m.; and

WHEREAS, given that the temporary closure of State Highway 43 may impact City streets, Caltrans requested that the City adopt a resolution consenting to the proposed re-routing of traffic onto and over City streets during the Sikh Festival Parade.

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

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

SECTION 2. The City Council approves and consents to the proposed re-routing of traffic onto and over City streets and upon terms and conditions deemed appropriate and necessary by the State of California Department of Transportation.

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

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

PASSED, APPROVED AND ADOPTED this 16th day of March, 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:**

March 16, 2020

ITEM NO: 1.b.

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement for Consultant Services with Quad Knopf Inc. for on-call planning services

RECOMMENDATION: Council authorizes the City Manager to enter into the First Amendment to the Agreement with QK, Inc. for on-call planning services.

DISCUSSION:

On May 6, 2019, the City Council approved a 3-year contract with with Quad Knopf Inc. ("QK Inc.") for on-call planning services. QK, Inc. is requesting a rate schedule amendment to utilize their administrative staff to support the City at lower billing rates than their Senior Planners. Attached is the First Amendment to the Professional Services Agreement with QK Inc., with the revised rate schedule allowing for QK Inc.'s administrative staff rates.

RECOMMENDATION: Council authorizes the City Manager to enter into the First Amendment to the Agreement with QK, Inc. for on-call planning services.


Teresa Gallavan, City Manager

3-11-20
Date

AMENDMENT NO. 1
TO CONTRACT FOR ON-CALL PLANNING SERVICES WITH QUAD KNOPF INC.

This Amendment No. 1 to the Contract for Consultant Services ("Agreement"), is made and entered into this 16th day of March, 2020, ("Effective Date") by and between the City of Selma, a California municipal corporation ("Client" or "City") and Quad Knopf, Inc., a California corporation ("Consultant"). The Client and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about May 6, 2019, the City Council approved the Agreement with the Consultant, to provide on-call planning services to the City; and

WHEREAS, the City Council approved the Agreement in accordance with the payment and rates and terms and the schedule of payment set forth in the Rate Schedule; and

WHEREAS, the Consultant has provided an amended rate schedule in order to utilize the Consultant's administrative staff to support the City at lower billing rates than their Senior Planners; and

WHEREAS, the Client and Consultant desire to amend the rate schedule of the Agreement to allow for the lower billing rates; and

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

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed that Section 4 of the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall be amended to read as follows:

Section 4 PAYMENT

Section 4, Payment, Exhibit B, the schedule of fees, shall be replaced with the schedule of fees, attached hereto and incorporated herein by reference as Exhibit B.

Except as amended the Agreement, Exhibit A to this Amendment, shall remain in full force and effect according to its terms.

SIGNATURES ON FOLLOWING PAGE

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

“CLIENT”
CITY OF SELMA

“CONSULTANT”
QUAD KNOFF, INC.

By: _____
Teresa Gallavan, City Manager

By: _____
Janel Freeman, CFO

Attest:

By: _____
Reyna Rivera, City Clerk

APPROVED AS TO FORM

By: _____
Neal Costanzo, Special Legal Services

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

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

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

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

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

To Consultant:

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

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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


"CITY"
City of Selma

"CONSULTANT"
Quad Knopf, Inc

By: 
Teresa Gallavan, City Manager

By: _____
Janel Freeman, CFO

Attest:

By: 
Reyna Rivera, City Clerk

Approved as to form:

By: 
Bianca Sparks Rojas, City Attorney

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT


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

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

"CITY"
City of Selma

"CONSULTANT"
Quad Knopf, Inc

By: _____
Teresa Gallavan, City Manager

By:  _____
Janel Freeman, CFO

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Bianca Sparks Rojas, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the City with the following Services:

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

EXHIBIT B

RATE SCHEDULE

Consultant shall perform the Services at the following rates:

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Charge Rate Schedule



City of Selma 2019 Charge Rate Schedule	
Technical Services	
Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Analyst	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour
Planning/Environmental/Landscape Architecture	
Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour
Project Management	
Assistant Project Manager	\$110 /hour
Project Manager	\$133 /hour
Senior Associate Project Manager	\$148 /hour
Senior Project Manager	\$165 /hour
Principal Project Manager	\$180 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

Plotting, Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.63/mile
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

1/2/2019

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

March 16, 2020

ITEM NO:

1.c.

SUBJECT: Consideration for approval of grant-funded expenditures for the purchase of Self-Contained Breathing Apparatus (SCBA) for the Selma Fire Department and North Central Fire Protection District

RECOMMENDATION: Staff recommends that Council approve the grant-funded expenditures for the purchase of SCBAs for use by the Selma Fire Department and North Central Fire Protection District.

BACKGROUND: In September of 2019, the Selma Fire Department received notice that its grant application for FEMA's Assistance to Firefighters Grant had been approved for award in the amount of \$286,105.00. This is a regional grant between the Selma Fire Department and the North Central Fire Protection District for the purchase of SCBAs.

At the February 3, 2020 meeting, Council authorized staff to enter into an interlocal contract for cooperative purchasing between the City of Selma and the Houston-Galveston Area Council (HGAC) to facilitate the purchasing of the breathing apparatus.

DISCUSSION: All necessary documents have been executed between the City and HGAC, allowing staff to move forward with the purchasing of the breathing apparatus. Since the City of Selma is the lead agency for the grant application, we will be responsible for the purchasing of all equipment. As a condition of the FEMA grant award, the grant recipients are required to contribute non-Federal funds equal to or greater than 10% of the Federal funds awarded. This amount will equal \$28,213.91, which is to be divided between the City of Selma and the North Central Fire Protection District. When combined with the Federal funds awarded in the amount of \$286,105.00, the total budget for this project is \$310,353.00. Staff has provided a breakdown of how the funds will be divided between the two agencies, along with the 10% matching contributions that each agency will be responsible for.

Grant Breakdown

Equipment	Cost/Unit	Total	Tax @ 8.475%
40 SCBA	\$6,955	\$278,200.00	\$23,578
31 Face Pieces	\$255.00	\$7,905.00	\$670.00
Total		\$286,105.00	\$24,248

Total	\$310,353.00
Federal	\$282,139.09
Non- Federal	\$28,213.91

Selma

Equipment	Cost/Unit	Equipment Cost	Tax @ 8.475%	Total
16 SCBA	\$6,955	\$111,280	\$9,431	\$120,711

Federal Share = \$109,737.27
Cost share = \$10,973.73

North Central

Equipment	Cost/Unit	Equipment Cost	Tax @ 8.475%	Total
24 SCBA	\$6,955	\$166,920.00	\$14,147.00	\$181,067
31 Masks	\$255.00	\$7,905.00	\$670.00	\$8,575
Total				\$189,642

Federal Share = \$172,401.82
Cost Share = \$17,240.18

Based on the above breakdown, Council can see that the City of Selma will be responsible for \$10,973.73 of the non-Federal contribution, while the North Central Fire Protection District will be responsible for \$17,240.18, which they will reimburse to the City once the purchasing is complete. Staff has received a price quote through the HGAC agreement that totals \$310,352.53 for all breathing apparatus equipment.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$310,352.53 – Total Purchase \$282,139.09 – Grant Funded \$10,973.26 – City of Selma \$17,240.18 – North Central		\$10,973.26
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Equipment Reserve Fund Balance: \$479,167		None

RECOMMENDATION: Staff recommends that Council approve the grant-funded expenditures for the purchase of SCBAs for use by the Selma Fire Department and North Central Fire Protection District.

 /s/
 Rob Petersen, Fire Chief

 03/12/2020
 Date

 /s/
 Teresa Gallavan, City Manager

 03/12/2020
 Date



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: EE08-19

Date Prepared: 3/2/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	SELMA FIRE DEPARTMENT	Contractor:	BAUER COMPRESSORS Inc.
Contact Person:	CHIEF ROBERT PETERSEN	Prepared By:	Dan Kroetch
Phone:	(559) 891-2211	Phone:	510-909-6157
Fax:	N/A	Fax:	925-449-7201
Email:	robertp@cityofselma.com	Email:	dan.kroetch@bauersf.com

Catalog / Price Sheet Name:	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)
General Description of Product/ Product Code	EE19ACA - Self Contained Breathing Apparatus (SCBA)

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
40	A-G1FS422MA2C0LAR, MSA G1 SCBA CONFIGURED	\$6,815.30	\$272,612.00
32	10156424-SP, MSA 45-MIN CYLINDER, 4500PSI, LP	\$1,298.80	\$41,561.60
48	10156423-SP, MSA 30-MIN CYLINDER, 4500PSI, LP	\$998.75	\$47,940.00
71	10156459, MSA G1 FACEPIECE (MED)	\$362.10	\$25,709.10
		Total From Other Sheets, If Any:	
		Subtotal A:	\$387,822.70

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			\$0.00
		Total From Other Sheets, If Any:	
		Subtotal B:	\$0.00
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

SUBTOTAL A+B		\$387,822.70
CONTINUED CUSTOMER DISCOUNT		-\$101,717.58
POST DISCOUNT SUBTOTAL		\$286,105.12
SALES TAX 8.475%		\$24,247.41
FREIGHT/ INSTALLATION		\$0.00
Subtotal C:		\$310,352.53

Delivery Date:	TBD	D. Total Purchase Price (A+B+C):	\$310,352.53
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**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

March 16, 2020

ITEM NO: 1.d.

SUBJECT: Consideration of a Resolution awarding contract to Dawson-Mauldin Construction for the Storm Drain Improvement Project, Community Development Block Grant Project No. 18-651

RECOMMENDATION: Approve Resolution awarding construction contract to Dawson-Mauldin Construction for CDBG Project 18651, Selma Storm Drain Improvement Project in the amount of \$315,250.

DISCUSSION: Bids for the Storm Drain Improvement Project Community Development Block Grant (CDBG) Project 18-651, were opened on March 4, 2020. The bid results were as follows:

Contractor	Base Bid
Dawson-Mauldin LLC	\$315,250
Agee Construction	\$317,070
Haydon Construction	\$356,337
Floyd Johnson Construction	\$369,814
Bill Nelson Engineering	\$449,597

The projects consists of construction of storm water infrastructure routed through the right-of-way of Sheridan Street from Knowles Street to the basin at Valley View Street. The improvements will include the trenching, storm drain pipeline installation, manhole and inlet construction, and trench resurfacing to remove two storm water lift stations from connection to CID and place the downstream infrastructure for future storm drain projects to remove the remaining connections to CID.

RESOLUTION NO. 2020 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AWARDING CONTRACT
FOR STORM DRAIN IMPROVEMENTS PROJECT-COMMUNITY
DEVELOPMENT BLOCK GRANT PROJECT NO. 18-651**

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

WHEREAS, the plans and specifications for the Storm Drain Improvements Project-CDBG No. 18-651 have been prepared by Gateway Engineering, Inc. and approved by the City of Selma Public Works/Engineering; and

WHEREAS, the project has been advertised and bids have been received on the project; and

WHEREAS, the bids were opened on March 4, 2020.

NOW THEREFORE BE IT RESOLVED, that the contract for Storm Drain Improvements Project-CDBG No. 18-651 is awarded to Dawson-Mauldin LLC, at a cost of \$315,250.00.

The foregoing Resolution was duly adopted at a regular meeting of the Selma City Council on March 16, 2020, by the following vote to wit:

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

Louis Franco
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk for the City of Selma

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

March 16, 2020

ITEM NO:

1.e.

SUBJECT: Consideration of a Resolution awarding contract to Don Berry
Construction for the East Floral Ave Reconstruction Project 2020
5096(036)

RECOMMENDATION: Approve Resolution awarding construction contract to Don Berry Construction for the E. Floral Ave Reconstruction Project-2020 5096(036) in the amount of \$907,077.

DISCUSSION: Bids for the E. Floral Ave Reconstruction Project, were opened on March 11, 2020. The bid results were as follows:

Contractor	Base Bid
Don Berry Construction	\$ 907,077.00
R.J. Berry Construction	\$ 907,222.50
AJ Excavation Inc.	\$ 918,422.00
Dawson-Mauldin, LLC	\$ 986,796.00
Dave Christian Construction	\$1,014,855.00
Avison Construction	\$1,030,775.00
Seal Rite Paving	\$1,097,851.00
Agee Construction	\$1,135,067.00
American Paving Co	\$1,215,251.00
Granite Construction Co.	\$1,135,067.00

This project includes construction along Floral Avenue from the Union Pacific Railroad to McCall Ave. Work generally includes removal of all asphalt concrete, concrete curb ramps, and storm drain inlets, removal of unsuitable subgrade materials, construction of new concrete ramps, including curbs, gutters, and truncated domes, construction of new storm drain inlets, striping, and installation of a replacement traffic signal loops. The improvements will include disposal of all removed concrete, asphalt concrete, earthwork not incorporated into the project.

RESOLUTION NO. 2020- R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AWARDING CONTRACT
FOR EAST FLORAL AVENUE RECONSTRUCTION PROJECT – 2020 5096(036)**

WHEREAS, the City of Selma has received funds through Surface Transportation Block Grant (STBG); and

WHEREAS, the plans and specifications for construction of improvements for East Floral Avenue Reconstruction Project have been prepared by Gateway Engineering, Inc. and approved by the City of Selma Public Works/Engineering; and

WHEREAS, the project has been advertised and bids have been received on the project; and

WHEREAS, the bids were opened on March 11, 2020.

NOW THEREFORE BE IT RESOLVED, that the contract for construction of improvements for East Floral Avenue Reconstruction Project-2020 5096(036) is awarded to Don Berry Construction, at a cost of \$907,077.

The foregoing Resolution was duly adopted at a regular meeting of the Selma City Council on March 16, 2020, by the following vote to wit:

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

Louis Franco
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk for the City of Selma

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
74440	02/27/2020	Printed	ADVENTIST HEALTH	AMBULANCE OVERPAYMENT REIMB		50.00
74441	02/27/2020	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		375.27
74442	02/27/2020	Printed	ROMEY ALVAREZ	PERISHABLE SKILL TRAINING PER DIEM 3/3-3/5/20	R	33.00
74443	02/27/2020	Printed	AMERICAN AMBULANCE	MARCH 2020 PAYMENT		120,000.00
74444	02/27/2020	Printed	ANDERSON STRIPING & CONSTRUCTION	REPAIR PICKLEBALL COURTS		2,516.00
74445	02/27/2020	Void				
74446	02/27/2020	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 2/13 & 2/20/20		1,152.99
74447	02/27/2020	Printed	AT&T	TELEPHONE-FEBRUARY 2020		21.21
74448	02/27/2020	Printed	AT&T	INTERNET SERVICE 1/11-2/10/20		52.05
74449	02/27/2020	Printed	AT&T	TELEPHONE 1/12/20-2/11/20		60.48
74450	02/27/2020	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 1/12-2/11/20		1,456.58
74451	02/27/2020	Printed	BANNER PEST CONTROL INC	PEST CONTROL-FEBRUARY 2020		441.00
74452	02/27/2020	Printed	BEST TOURS & TRAVEL INC.	SENIOR TRIP SAN SIMEON/CAMBRIA 2/6/20	R	2,124.00
74453	02/27/2020	Printed	BRAND NEW DAY	AMBULANCE OVERPAYMENT REIMB		878.88
74454	02/27/2020	Printed	CASCADE FIRE EQUIPMENT COMPANY	FIRE FOAM		1,036.47
74455	02/27/2020	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES & SOAP DISPENSERS FOR PARKS		791.16
74456	02/27/2020	Printed	JOHNNIE CERDA	PERISHABLE SKILLS TRAINING PER DIEM 3/3-3/5/20	R	33.00
74457	02/27/2020	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP 2/15- 3/14/20		3,280.05
74458	02/27/2020	Printed	CITY OF FRESNO	POST PERISHABLE SKILLS TRAINING 3/10-3/12/20	R	812.00
74459	02/27/2020	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS -JAN 20		32.00
74460	02/27/2020	Printed	DONNOE & ASSOCIATES, INC.	DEVELOPMENT & RENTAL OF FIRE CAPTAIN EXERCISE		2,500.00
74461	02/27/2020	Printed	DUNCAN ENTERPRISES	SUPPLIES FOR SENIOR CERAMICS	R	44.77
74462	02/27/2020	Printed	ESYN	KAISER GRANT	G	550.00
74463	02/27/2020	Printed	CASSY FAIN	POST SUPERVISOR COURSE PER DIEM 1/27-2/7/20	R	110.00
74464	02/27/2020	Printed	SHANE FERRELL	2020 CPRS CONFERENCE PER DIEM 3/10-3/13/20		155.00
74465	02/27/2020	Printed	LOUIS FRANCO	ICSC MONTEREY CONFERENCE PER DIEM 3/9-3/11/20		80.00
74466	02/27/2020	Printed	FRESNO COUNTY TAX COLLECTOR	SEWER TAX 2ND INSTALLMENT		3,452.18
74467	02/27/2020	Printed	FRESNO ROOFING CO.	BUSINESS LIC OVERPAYMENT REIMB		94.00
74468	02/27/2020	Printed	FRUSA EMS LLC	AMBULANCE BILLING-JAN 20		8,034.83
74469	02/27/2020	Printed	TERESA GALLAVAN	ICSC MONTEREY CONFERENCE PER DIEM 3/9-3/11/20		80.00
74470	02/27/2020	Printed	GAMETIME	RINGO PARK PLAYGROUND EQUIPMENT	PARTIAL G	1,843.73
74471	02/27/2020	Printed	RENE GARZA	PERISHABLE SKILLS TRAINING PER DIEM 3/10-3/12/20	R	33.00
74472	02/27/2020	Printed	GATEWAY ENGINEERING, INC.	CMAQ VARIOUS ALLEYS & CITY ENGINEERING SERVICES NOV-DEC	PARTIAL G	31,949.25
74473	02/27/2020	Printed	ANDREW GUZMAN	PERISHABLE SKILLS TRAINING PER DIEM 3/10-3/12/20	R	33.00
74474	02/27/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		351.78
74475	02/27/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		125.33
74476	02/27/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATION FEES-MAR 20		795.93
74477	02/27/2020	Printed	HEALTHWISE SERVICES, LLC.	KIOSK MEDICAL WASTE SERVICES		150.00
74478	02/27/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,564.24
74479	02/27/2020	Printed	TOMMIE FRED HILL III	PUFFS COSTUME REIMBURSEMENT		292.32
74480	02/27/2020	Printed	JOHNSON CONTROLS SECURITY	CITY YARD SERVICE CALLS		1,448.00
74481	02/27/2020	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB-MAR 20		1,211.15
74482	02/27/2020	Printed	MIKAL KIRCHNER	2020 CPRS CONFERENCE PER DIEM 3/10-3/13/20		155.00
74483	02/27/2020	Printed	WALTER T LEWIS	AMBULANCE OVERPAYMENT REIMB		85.64
74484	02/27/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		410.00
74485	02/27/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		438.40
74486	02/27/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		434.85

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
74487	02/27/2020	Printed	LISBETH MARTINEZ	2020 CPRS CONFERENCE PER DIEM 3/10-3/13/20		155.00
74488	02/27/2020	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB-MAR 20		1,687.69
74489	02/27/2020	Printed	NOAH MITCHELL	CNCA CONFERENCE PER DIEM 1/12-1/15/20		225.00
74490	02/27/2020	Printed	FERNANDO MORAN	2020 CPRS CONFERENCE PER DIEM 3/10-3/13/20		155.00
74491	02/27/2020	Printed	PG&E	UTILITIES-FEBRUARY 2020		40,673.67
74492	02/27/2020	Printed	PITNEY BOWES INC.	POSTAGE MACHINE RENTAL-CH 3/16- 6/15/20		130.17
74493	02/27/2020	Printed	JORGE RAMIREZ	BUSINESS LICENSE REIMBURSEMENT		139.00
74494	02/27/2020	Printed	THOMAS R & AIMII REDEMER	PUFFS PROGRAMS		839.00
74495	02/27/2020	Printed	RINCON CONSULTANTS, INC.	SELMA REZONE ASSISTANCE 1/1-1/31/20		2,409.00
74496	02/27/2020	Printed	DANIEL ANTHONY RIVAS	ISO CLASS PER DIEM 2/19-2/21/20		80.00
74497	02/27/2020	Printed	DEBORAH K ROWE	HSO CLASS PER DIEM 2/19-2/22/20		505.38
74498	02/27/2020	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT-MAR 20		7,925.80
74499	02/27/2020	Printed	SELMA GIRLS SOFTBALL LEAGUE	KAISER GRANT	G	525.00
74500	02/27/2020	Printed	SELMA LITTLE LEAGUE	KAISER GRANT	G	1,275.00
74501	02/27/2020	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL CHARGES-JANUARY 2020		16,570.12
74502	02/27/2020	Printed	SIGN RANCH	ZOMBIE PROM BANNER		90.70
74503	02/27/2020	Printed	STREAMLINE AUTOMATION SYSTEMS	FD INSPECTION PROGRAM		3,015.00
74504	02/27/2020	Printed	SUN LIFE	EMPLOYEE INSURANCE-MAR 20		1,623.40
74505	02/27/2020	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE-MAR 20		4,500.00
74506	02/27/2020	Printed	JOHN TRUJILLO	ICSC MONTEREY CONFERENCE PER DIEM & MILEAGE 3/9-3/11/20		273.20
74507	02/27/2020	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING & ANNUAL MAINTENANCE AGREEMENT		5,309.91
74508	02/27/2020	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 1/23-2/24/20		67,175.73
74509	02/27/2020	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 1/1-1/31/20	PDSA	26,347.20
74510	02/27/2020	Printed	VERIZON WIRELESS	AIRCARDS 1/19/20-2/18/20		599.22
74511	02/27/2020	Printed	VIVINT SOLAR DEVELOPER LLC	SOLAR PERMIT REFUND 19-0642		60.95
TOTAL						373,858.68

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

WIRE/EFT			
02/25/20	US BANK	PFA SERIES 2014 ASSESSMENT REV BONDS (1999A)	1,787.50
03/06/20	DEPT OF HEALTH CARE SERV	IGT PAYMENT 2016-2019	2,301,729.00

US BANK INVOICE FOR CALCARD CHARGES: 1/23/20-2/24/20

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RECREATION DEPT	1/29/2020	FOOD 4 LESS	SODAS/CONCESSION FOR SR. CENTER	100-4200-600.250.000	104.95
RECREATION DEPT	1/31/2020	WALMART	VALENTINE'S DAY SUPPLIES	805-0000-226.200.000	23.94
RECREATION DEPT	1/31/2020	WALMART	COFFEE/CREAMER FOR SR CENTER	100-4200-600.250.000	60.75
RECREATION DEPT	2/8/2020	WALMART	CHOCOLATE FOR RAFFLE AT DANCE	805-0000-226.200.000	5.10
RECREATION DEPT	2/11/2020	SMART AND FINAL	CANDY FOR TRIPS	805-0000-226.000.000	24.98
RECREATION DEPT	2/11/2020	SMART AND FINAL	CANDY/POPCORN FOR SNACK BAR	100-4200-600.250.000	47.98
RECREATION DEPT	2/11/2020	SMART AND FINAL	VALENTINE'S DAY SUPPLIES	805-0000-226.200.000	87.84
RECREATION DEPT	2/12/2020	WALMART	VALENTINE'S DAY SUPPLIES	805-0000-226.200.000	30.63
RECREATION DEPT	2/19/2020	WALMART	PICTURES FROM VALENTINES DAY	805-0000-226.200.000	13.56
MIKAL KIRCHNER	1/22/2020	FRESNO ECONOMIC COMM.	SR. CENTER KITCHEN SUPPLIES	100-4500-600.250.000	54.56
MIKAL KIRCHNER	1/22/2020	NELSON'S HARDWARE	PIONEER VILLAGE NEW GATE LOCK	601-4100-600.250.000	19.51
MIKAL KIRCHNER	1/23/2020	FRESNO ECONOMIC COMM.	SENIOR MEALS NOVEMBER	100-4500-600.400.000	1,917.53
MIKAL KIRCHNER	1/27/2020	NELSON'S HARDWARE	SR. CENTER SMALL STEP LADDER	100-4500-600.250.000	44.89
MIKAL KIRCHNER	2/11/2020	FRESNO ECONOMIC COMM.	JANUARY MEALS	100-4500-600.400.000	2,042.39
MIKAL KIRCHNER	2/11/2020	NELSON'S HARDWARE	SR. CENTER PANTY PAINTING	100-4500-600.250.000	31.47
MIKAL KIRCHNER	2/14/2020	WAL M ART	SR. CENTER VALENTINES DANCE LUNCH	805-0000-226.200.000	89.47
MIKAL KIRCHNER	2/18/2020	MID AMERICA SPORTS	SHAHER BASE PEGS	100-4700-600.250.000	42.80
MIKAL KIRCHNER	2/19/2020	HOME DEPOT	RINGO PLAYGROUND WEED COVER	456-4100-600.400.000	94.26
MIKAL KIRCHNER	2/21/2020	NELSON'S HARDWARE	SR CENTER PANTRY PAINT	100-4500-600.250.000	15.96
FINANCE DEPT	1/31/2020	DISNEY'S GRAND HOTEL	CSMFO CONFERENCE HOTEL	100-1600-610.920.000	868.68
FINANCE DEPT	2/10/2020	CALIFORNIA SOCIAETY OF	CSMFO ANNUAL MEMBERSHIP	100-1600-610.900.000	110.00
FINANCE DEPT	2/21/2020	SURVEY MONKEY	ADVANTAGE ANNUAL PLAN	704-9600-600.470.000	384.00
TIM CANNON	1/30/2020	TACTICAL GEAR.COM	TACTICAL GEAR/INVESTIGATIONS UNIT	100-2100-600.250.000	264.08
TIM CANNON	1/30/2020	COLLEGE OF THE SEQUIOAS	TRAINING REGISTRATION	100-2200-600.250.000	324.00
TIM CANNON	1/31/2020	THE HOME DEPOT	WATER NOZZLE/PD SALLY PORT	100-2200-600.250.000	16.24
TIM CANNON	2/4/2020	WALMART	SUPPLIES/EVIDENCE ROOM	100-2100-600.250.000	32.01
TIM CANNON	2/5/2020	TACTICAL GEAR.COM	TACTICAL GEAR/INVESTIGATIONS UNIT	100-2100-600.250.000	73.95
TIM CANNON	2/5/2020	HUMAN PERFORMANCE	TRAINING REGISTRATION	100-2200-610.915.000	721.00
TIM CANNON	2/14/2020	RAY ALLEN	K9 MUZZLE/EQUIPMENT	100-2200-600.250.000	142.98
TIM CANNON	2/19/2020	HIGH SPEED GEAR	TACTICAL GEAR/INVESTIGATIONS UNIT	100-2100-600.250.000	121.17
TIM CANNON	2/19/2020	TACTICAL GEAR.COM	TACTICAL GEAR/INVESTIGATIONS UNIT	100-2100-600.250.000	575.77
TIM CANNON	2/21/2020	TACTICAL GEAR.COM	TACTICAL GEAR/INVESTIGATIONS UNIT	100-2100-600.250.000	(110.00)
CHRISTINA ARIAS	2/3/2020	WALMART	SNACKS FOR FIRE DEPT 2 DAY INTERVIEWS	100-1400-600.920.000	102.15
CHRISTINA ARIAS	2/10/2020	LIEBERT CASSIDY WHITMORE	2020 FLSA SEMINAR FOR PUBLIC AGENCY	100-1400-610.915.000	350.00
ROBERT PETERSEN	2/20/2020	RODOLFO'S RESTAURANT	LUNCH FOR FIRE CAPTAIN PANELS	100-2525-600.250.000	175.15
MYRON DYCK	1/24/2020	ACTION TOWING	EVIDENCE VEHICLE STORAGE	100-2100-600.250.000	415.00
TERESA GALLAVAN	1/22/2020	LEAGUE OF CITIES	WEBINAR EXPENSE	100-1300-610.920.000	25.00
TERESA GALLAVAN	1/27/2020	EB CAL ICMA CITY MANAGERS	CITY MANAGEMENT CONFERENCE DINNER	100-1300-610.920.000	95.00
			CITY MANAGEMENT CONFERENCE DINNER (SPOUCE		
TERESA GALLAVAN	1/27/2020	EB CAL ICMA CITY MANAGERS	DINNER -REIMB THE CITY)	800-0000-121.000.000	95.00
TERESA GALLAVAN	2/7/2020	VISTA COLINA RESORT	CITY MANAGER LODGING	100-1300-610.920.000	990.43

US BANK INVOICE FOR CALCARD CHARGES: 1/23/20-2/24/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CASSY FAIN	1/30/2020	ARCO	FUEL/TRAINING	701-9200-600.257.000	49.32
CASSY FAIN	2/10/2020	CHEVRON	FUEL/TRAINING	701-9200-600.257.000	40.01
GEORGE SIPIN	1/21/2020	NAPA AUTO PARTS	CREDIT FROM INV#757596	603-5500-600.250.000	(6.71)
GEORGE SIPIN	1/22/2020	COUNTRY TIRE & WHEEL	REPLACED TIRES -STOCK	603-5500-600.250.000	631.67
GEORGE SIPIN	1/21/2020	NAPA AUTO PARTS	BRAKE CALIPER -RETURNED FOR CREDIT	603-5500-600.250.000	6.71
GEORGE SIPIN	1/21/2020	NAPA AUTO PARTS	BRAKE CALIPER KIT -STOCK	603-5500-600.250.000	14.96
GEORGE SIPIN	1/22/2020	NAPA AUTO PARTS	BLOWER MOTOR ASSEMBLY -STOCK	603-5500-600.250.000	150.91
GEORGE SIPIN	1/22/2020	NAPA AUTO PARTS	NITRILE GLOVES -STOCK	603-5500-600.250.000	47.69
GEORGE SIPIN	1/25/2020	O'REILLY	BRAKE CAL KIT/WHEEL SEAL -CREDIT	603-5500-600.250.000	(79.19)
GEORGE SIPIN	1/26/2020	DELL MARKETING	COMPUTER HARDWARE	603-5500-600.250.000	2,173.30
GEORGE SIPIN	1/24/2020	ALL AMERICAN GLASS	INSTALL SIDE DOOR -RT #158	603-5500-600.400.000	150.00
GEORGE SIPIN	1/28/2020	BUS PARTS WAREHOUSE	WHEEL CHAIR LIFT CONTROLLER	603-5500-600.250.000	339.70
GEORGE SIPIN	1/28/2020	SAFETY-KLEEN SERVICE	OIL RECYCLING FEE	603-5500-600.400.000	263.59
GEORGE SIPIN	1/27/2020	NAPA AUTO PARTS	BARRICADE HOSE	603-5500-600.250.000	58.03
GEORGE SIPIN	1/27/2020	SAFETY VISION	EXTRA HARD DRIVES FOR CAMERA SYS	603-5500-600.250.000	1,763.09
GEORGE SIPIN	1/27/2020	TRUCKPRO LLC	RED/AMBER RUNNING LIGHT ASSY-STK	603-5500-600.250.000	169.55
GEORGE SIPIN	1/29/2020	O'REILLY	CREDIT FROM INV#2886-384278	603-5500-600.250.000	(327.92)
GEORGE SIPIN	1/29/2020	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	178.66
GEORGE SIPIN	1/28/2020	NAPA AUTO PARTS	FAST ORG PUMICE GAL/SOAP -STOCK	603-5500-600.250.000	49.53
GEORGE SIPIN	1/29/2020	O'REILLY	ANTIFREEZE/OIL FILTERS -STOCK	603-5500-600.250.000	164.47
GEORGE SIPIN	1/28/2020	MICHAEL AUTOMOTIVE CENTER	HANDLE -RT #160	603-5500-600.256.000	46.21
GEORGE SIPIN	1/31/2020	CAL FRESNO	PROPANE FOR SHOP HEATERS	603-5500-600.250.000	168.15
GEORGE SIPIN	1/31/2020	JORGENSEN & CO	FIRE EXT INSPECTIONS	603-5500-600.400.000	510.85
GEORGE SIPIN	1/31/2020	QUALITY ALIGNMENT	FRONT END ALIGNMENT -RT#175	603-5500-600.400.000	85.00
GEORGE SIPIN	2/3/2020	SAFETY-KLEEN SERVICE	OIL RECYCLING FEE	603-5500-600.400.000	25.00
GEORGE SIPIN	2/4/2020	O'REILLY	OIL FILTERS/UNV HANGERS -STOCK	603-5500-600.250.000	171.72
GEORGE SIPIN	2/4/2020	NAPA AUTO PARTS	SILICONE COOLANT HOSE -STOCK	603-5500-600.250.000	296.74
GEORGE SIPIN	2/4/2020	MICHAEL AUTOMOTIVE CENTER	TURN SIGNAL ASSY FOR GMC'S -STOCK	603-5500-600.250.000	90.80
GEORGE SIPIN	2/6/2020	O'REILLY	RELAY -STOCK	603-5500-600.250.000	94.63
GEORGE SIPIN	2/8/2020	WALMART	TRASH BAGS/DBL SIDED TAPE -STOCK	603-5500-600.250.000	33.45
GEORGE SIPIN	2/6/2020	NAPA AUTO PARTS	BRAKE MASTER CYLINDER/BRAKES RT#123	603-5500-600.256.000	452.96
GEORGE SIPIN	2/6/2020	NAPA AUTO PARTS	ABS SPEED SENSOR RT#123	603-5500-600.256.000	39.04
GEORGE SIPIN	2/6/2020	NAPA AUTO PARTS	BLOWER MTR ASSY -STOCK	603-5500-600.250.000	72.87
GEORGE SIPIN	2/7/2020	NAPA AUTO PARTS	REAR VIEW ADHESIVE -STOCK	603-5500-600.250.000	17.31
GEORGE SIPIN	2/8/2020	WALMART	RESTROOM SUPPLIES	603-5500-600.250.000	64.77
GEORGE SIPIN	2/6/2020	MICHAEL AUTOMOTIVE CENTER	HEATER COR -RT#119	603-5500-600.256.000	226.83
GEORGE SIPIN	2/6/2020	MICHAEL AUTOMOTIVE CENTER	TURN SIGNAL ASSY FOR GMC'S -STOCK	603-5500-600.250.000	272.39
GEORGE SIPIN	2/7/2020	MICHAEL AUTOMOTIVE CENTER	CYLINDER/SENSOR -RT#119	603-5500-600.256.000	603.60
GEORGE SIPIN	2/10/2020	O'REILLY	RANGURD BEAMS -STOCK	603-5500-600.250.000	173.34
GEORGE SIPIN	2/10/2020	WALMART	TABLET CHARGERS	603-5500-600.250.000	41.40
GEORGE SIPIN	2/11/2020	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	357.32

US BANK INVOICE FOR CALCARD CHARGES: 1/23/20-2/24/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	2/11/2020	NAPA AUTO PARTS	BATTERY -RT#195	603-5500-600.256.000	585.42
GEORGE SIPIN	2/11/2020	MICHAEL AUTOMOTIVE CENTER	OIL COOLER LINES -RT#137	603-5500-600.256.000	188.44
GEORGE SIPIN	2/12/2020	VKS FABRICATION	TOW BARS FOR BYD BUSES -STOCK	603-5500-600.250.000	2,025.00
GEORGE SIPIN	2/12/2020	BARNES WELDING SUPPLY	GAS FOR SHOP WELDERS	603-5500-600.250.000	148.41
GEORGE SIPIN	2/13/2020	NAPA AUTO PARTS	CORE DEPOSIT -CREDIT	603-5500-600.250.000	(156.20)
GEORGE SIPIN	2/13/2020	CALIFORNIA INDUSTRIAL RUBBER	DOOR SEAL/NEOPRENE SHEET -STOCK	603-5500-600.250.000	161.68
GEORGE SIPIN	2/13/2020	NAPA AUTO PARTS	BRAKE CALIPER HOUSINGS -STOCK	603-5500-600.250.000	57.21
GEORGE SIPIN	2/13/2020	NAPA AUTO PARTS	DISC PAD/DISP GLOVES/ANTIFREEZE -STOCK	603-5500-600.250.000	459.19
GEORGE SIPIN	2/13/2020	MICHAEL AUTOMOTIVE CENTER	OIL LINE PIPE -RT#180	603-5500-600.256.000	96.16
GEORGE SIPIN	2/14/2020	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	535.98
GEORGE SIPIN	2/19/2020	O'REILLY	HOSES/FILTERS/RADIATOR-STOCK	603-5500-600.250.000	863.87
GEORGE SIPIN	2/18/2020	TRUCKPRO LLC	RED/AMBER RUNNING LIGHT ASSY-STK	603-5500-600.250.000	97.50
GEORGE SIPIN	2/20/2020	O'REILLY	FILTERS-STOCK	603-5500-600.250.000	532.20
GEORGE SIPIN	2/21/2020	JORGENSEN & CO	FIRE EXT MOUNTING BRACKETS -STOCK	603-5500-600.250.000	174.60
POLICE DEPT NO 2	2/4/2020	PETCO	K9 FOOD	100-2200-600.250.000	130.98
POLICE DEPT NO 2	2/16/2020	PET SUPPLIES	K9 FOOD	100-2200-600.250.000	113.31
POLICE DEPT NO 2	2/18/2020	RAY ALLEN	K9 UNIT DOOR POP REMOTE	100-2200-600.250.000	273.97
RICHARD FIGUEROA	1/22/2020	WALMART	MICRO SD CARD (N076 INVEST. CAMERA)	100-2100-600.250.000	28.72
RICHARD FIGUEROA	1/28/2020	WALMART	HDMI CABLE (FOR SURV DEVICE)	100-2100-600.250.000	10.27
RICHARD FIGUEROA	1/22/2020	CV GUNS	AMMO (SHOTGUN) TRAINING	100-2200-600.250.000	341.37
SHANE FERRELL	1/10/2020	WINDTAMER TARPS	FREEZE BLANKETS FOR BACKFLOWS	210-5400-600.250.000	219.73
SHANE FERRELL	1/20/2020	CONSOLIDATED ELECTRICAL DIST	18W LAMPS FOR STREET LIGHTS	210-5400-600.250.000	913.47
SHANE FERRELL	1/23/2020	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS -PARKS	100-5300-600.250.000	69.14
SHANE FERRELL	1/23/2020	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS -STREETS	210-5400-600.250.000	34.57
SHANE FERRELL	1/23/2020	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS -LLMD	220-5300-600.250.000	34.57
SHANE FERRELL	1/27/2020	NELSON'S ACE HARDWARE	MISC SUPPLIES -PARKS	100-5300-600.250.000	38.57
SHANE FERRELL	2/10/2020	HOME DEPOT	18V BACKPACK VACUUM -BLDGS	702-9300-600.305.000	271.18
SHANE FERRELL			150W FLOOD LIGHTS/POLES -RINGO PARK		
SHANE FERRELL	2/11/2020	CONSOLIDATED ELECTRICAL DIST	PLAYGROUND	100-5300-600.250.000	465.46
SHANE FERRELL	2/11/2020	HOME DEPOT	MISC SUPPLIES -PARKS	100-5300-600.250.000	366.97
SHANE FERRELL	2/12/2020	SIGN RANCH	SIGNS FOR PUBLIC WORKS BUILDING	702-9300-600.400.000	470.03
SHANE FERRELL	2/17/2020	STRICTLY CIELINGS	HOLD DOWN CLIPS FOR CEILING TILES	702-9300-600.250.000	67.99
SHANE FERRELL	2/13/2020	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS -PARKS	100-5300-600.250.000	138.29
SHANE FERRELL	2/13/2020	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS -STREETS	210-5400-600.250.000	69.14
SHANE FERRELL	2/13/2020	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS -LLMD	220-5300-600.250.000	69.14
SHANE FERRELL					
SHANE FERRELL	2/18/2020	CALAVERAS MATERIALS INC	6 YARDS CONCRETE FOR RINGO PARK PLAYGROUND	100-5300-600.250.000	816.82
SHANE FERRELL	2/19/2020	1000 BULBS	1500W BULBS -SHAFER PARK	100-5300-600.250.000	366.43
SHANE FERRELL					
SHANE FERRELL	2/20/2020	HOME DEPOT	BATTERIES/CHARGERS FOR CORDLESS EQUIPMENT -CH	702-9300-600.250.000	394.74
KELLI TELLEZ	1/29/2020	APPERSON	CORD FOR SCANNER	100-2525-600.250.000	67.97

US BANK INVOICE FOR CALCARD CHARGES: 1/23/20-2/24/20

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
KELLI TELLEZ	1/30/2020	INT'L CODE COUNCIL	CODE BOOKS FOR PREV.	100-2550-600.250.000	274.44
KELLI TELLEZ	1/31/2020	AMAZON	ENVELOPES	100-2500-600.250.000	12.93
KELLI TELLEZ	2/5/2020	AMAZON	PAPER TOWELS	100-2500-600.250.000	31.62
KELLI TELLEZ	2/14/2020	AMAZON	INK PENS	100-2500-600.250.000	12.34
CITY OF SELMA SNG RES3	2/4/2020	G'S RISTORANTE	EMS INTERVIEWS	100-2500-600.250.000	24.11
CITY OF SELMA SNG RES3	2/4/2020	ICC SAN JOAQUIN VALLEY	PREVENTION MEMBERSHIP	100-2550-610.900.000	75.00
CITY OF SELMA SNG RES3	2/4/2020	ARCO	FUEL	701-9200-600.257.000	30.00
CITY OF SELMA SNG RES3	2/4/2020	COMFORT INN	LODGING -CLASS	295-2525-610.915.000	111.22
CITY OF SELMA TRAINING DIV	1/22/2020	GLENDALE PARADE	FLAG POLE STANDS	100-2525-600.250.000	541.50
CITY OF SELMA TRAINING DIV	1/23/2020	F.I.E.R.O.	HSO CLASS	295-2525-610.915.000	515.00
CITY OF SELMA TRAINING DIV	1/25/2020	SAM BROWN SHIELDS	HELMET SHIELD / PPE	100-2525-600.250.000	48.50
CITY OF SELMA TRAINING DIV	1/24/2020	HOME DEPOT	TRAINING MATERIALS	295-2525-610.915.000	55.00
CITY OF SELMA TRAINING DIV	1/28/2020	FRESNO CO FIRE	RSI	295-2525-610.915.000	375.00
CITY OF SELMA TRAINING DIV	1/28/2020	FRESNO CO FIRE	RSI	295-2525-610.915.000	375.00
CITY OF SELMA TRAINING DIV	1/27/2020	HOME DEPOT	TRAINING MATERIALS	295-2525-610.915.000	61.92
CITY OF SELMA TRAINING DIV	1/28/2020	IAAI	PETERS -CONFERENCE	100-2550-610.915.000	750.00
CITY OF SELMA TRAINING DIV	1/29/2020	DEL TACO	AMBULANCE INPSECTION TRIP	100-2525-600.250.000	7.71
CITY OF SELMA TRAINING DIV	1/29/2020	EXXON MOBIL	AMBULANCE INSPECTION TRIP	600-2600-600.280.000	30.00
CITY OF SELMA TRAINING DIV	1/30/2020	HARBOR FREIGHT	EQUIPMENT FOR ENGINES	100-2525-600.250.000	80.95
CITY OF SELMA TRAINING DIV	2/4/2020	MAGENTO/CUSTOM SIGNS	NAME PLATES	100-2525-600.250.000	36.42
CITY OF SELMA TRAINING DIV	2/4/2020	MERET USA	EMS BAGS	600-2600-600.280.000	906.05
CITY OF SELMA TRAINING DIV	2/4/2020	FRESNO CO FIRE	RSI	295-2525-610.915.000	375.00
CITY OF SELMA TRAINING DIV	2/5/2020	MAX'S BRUNCH HOUSE	INTERVIEWS	100-2525-600.250.000	22.57
CITY OF SELMA TRAINING DIV	2/7/2020	MAGENTO CUSTOM SIGNS	NAME PLATES	100-2525-600.250.000	38.80
CITY OF SELMA TRAINING DIV	2/11/2020	WALMART	EMS ROOM SUPPLIES	600-2600-600.280.000	16.66
CITY OF SELMA TRAINING DIV	2/12/2020	WALMART	EMS ROOM SUPPLIES	600-2600-600.280.000	16.28
CITY OF SELMA TRAINING DIV	2/11/2020	HOME DEPOT	EMS ROOM SUPPLIES	600-2600-600.280.000	177.07
CITY OF SELMA TRAINING DIV	2/12/2020	HOME DEPOT	EMS ROOM SUPPLIES	600-2600-600.280.000	70.11
CITY OF SELMA TRAINING DIV	2/18/2020	HOME DEPOT	EMS ROOM SUPPLIES	600-2600-600.280.000	81.18
CITY OF SELMA TRAINING DIV	2/21/2020	AMAZON	EMS ROOM SUPPLIES	600-2600-600.280.000	62.75
CITY OF SELMA TRAINING DIV	2/21/2020	AMAZON	EMS ROOM SUPPLIES	600-2600-600.280.000	59.61
CITY OF SELMA TRAINING DIV	2/21/2020	AMAZON	EMS ROOM SUPPLIES	600-2600-600.280.000	9.55
CITY OF SELMA STATION 1	2/1/2020	HOME DEPOT	ELECTRIC PLUG FOR TREADMILL	100-2525-600.250.000	4.86
CITY OF SELMA STATION 1	2/19/2020	WALMART	WATER/GATORADE FOR STATION 1	100-2525-600.250.000	31.18
CITY OF SELMA STATION 1	2/19/2020	HOME DEPOT	WEEDKILLER, BROOM, SCRUB BRUSH	100-2525-600.250.000	49.58
CITY OF SELMA STATION 2	1/22/2020	FAST SIGNS	DEPT FLAG	100-2525-600.250.000	48.59
CITY OF SELMA STATION 2	2/17/2020	HOME DEPOT	HARDWARE & HOOKS	100-2525-600.250.000	18.68
CITY OF SELMA STATION 2	2/18/2020	AMAZON	MOWER BELTS	100-2525-600.250.000	65.07
CITY OF SELMA FIRE QRT MST	1/22/2020	WPSG INC	HELMET -RETURN	295-2500-600.250.000	(276.99)
CITY OF SELMA FIRE QRT MST	2/5/2020	WPSG INC	YELLOW STRUCTURE HELMET	295-2500-600.250.000	324.27
DAVID LEWIS	1/24/2020	SAL'S MEXICAN RESTAURANT	TEAM SELMA LUNCH	100-1600-482.010.000	180.20

US BANK INVOICE FOR CALCARD CHARGES: 1/23/20-2/24/20

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
DAVID LEWIS	1/24/2020	FOOD 4 LESS	TEAM SELMA LUNCH ITEMS	100-1600-482.010.000	37.53
DAVID LEWIS	1/29/2020	MAIL QUICK	POSTAGE SEALER AND TAPES	100-1600-600.100.000	70.45
DAVID LEWIS	2/4/2020	HOME DEPOT	ELECTRICAL TESTERS/TAPE MEASURE ETC	100-3200-600.100.000	56.33
DAVID LEWIS	2/12/2020	CA ASSOC OF CODE ENFORCEMENT OFFICERS	CLASS FOR JUAN MENDEZ	100-3200-610.920.000	95.00
DAVID LEWIS	2/14/2020	OFFICERS	CLASS FOR JAVIER VIDRIO	100-3200-610.920.000	86.00
FABIAN URESTI	2/11/2020	WALMART	EMS SUPPLIES & CLUCO METER	100-2525-600.280.000	24.71
FABIAN URESTI	2/20/2020	FULL SOURCE	SAFETY VESTS -AMB & ENGINES	100-2525-600.250.000	39.28
FABIAN URESTI	2/20/2020	STARBUCKS	CAPTIAN INTERVIEWS	100-2525-600.250.000	17.95
REYNA RIVERA	1/23/2020	ICSC	MONTEREY REGISTRATION-TRUJILLO/FRANCO	100-1100-610.920.000	190.00
REYNA RIVERA	1/24/2020	UNIQUELY YOURS	LOCAL HERO AWARD PLAQUE	100-1100-600.250.000	304.43
REYNA RIVERA	1/24/2020	ICSC	MONTEREY REGISTRATION-CM GALLAVAN	100-1300-610.920.000	95.00
REYNA RIVERA	1/30/2020	ICSC	MEMBERSHIP RENEWAL CM GALLAVAN	100-1300-610.900.000	50.00
REYNA RIVERA	1/30/2020	ICSC	MEMBERSHIP RENEWAL AVALOS	100-1300-610.900.000	50.00
REYNA RIVERA	1/30/2020	ICSC	MEMBERSHIP RENEWAL ROBERTSON	100-1300-610.900.000	50.00
REYNA RIVERA	1/30/2020	ICSC	MEMBERSHIP FEE GUERRA	100-1300-610.900.000	50.00
REYNA RIVERA	1/30/2020	ICSC	LAS VEGAS REGISTRATION AVALOS	100-1100-610.920.000	680.00
REYNA RIVERA	1/30/2020	ICSC	LAS VEGAS REGISTRATION ROBERTSON	100-1100-610.920.000	680.00
REYNA RIVERA	1/30/2020	ICSC	LAS VEGAS REGISTRATION GUERRA	100-1100-610.920.000	680.00
REYNA RIVERA	1/30/2020	ICSC	LAS VEGAS REGISTRATION CM GALLAVAN	100-1300-610.920.000	680.00
REYNA RIVERA	1/31/2020	ALG*AIR	AVALOS FLIGHT EXPENSE W/ LUGGAGE	100-1100-610.920.000	230.00
REYNA RIVERA	1/31/2020	ALG*AIR	AVALOS SPOUSE EXPENSE - REIMBURSABLE	800-0000-121.000.000	191.00
REYNA RIVERA	1/31/2020	ALG*AIR	ROBERTSON FLIGHT EXPENSE W/ LUGGAGE	100-1100-610.920.000	241.00
REYNA RIVERA	1/31/2020	ALG*AIR	ROBERTSON SPOUSE EXPENSE - REIMBURSABLE	800-0000-121.000.000	191.00
REYNA RIVERA	1/31/2020	ALG*AIR	GUERRA FLIGHT EXPENSE W/ LUGGAGE	100-1100-610.920.000	166.00
REYNA RIVERA	1/31/2020	ALG*AIR	GUERRA SPOUSE EXPENSE - REIMBURSABLE	800-0000-121.000.000	116.00
REYNA RIVERA	1/31/2020	ALG*AIR	ROBERTSON SPOUSE LUGGAGE -REIMBURSABLE	800-0000-121.000.000	50.00
REYNA RIVERA	2/1/2020	ALG*AIR	ROBERTSON FLIGHT EXPENSE SEAT CHOICE	100-1100-610.920.000	9.00
REYNA RIVERA	2/1/2020	ALG*AIR	ROBERTSON SPOUSE SEAT CHOICE-REIMBURSABLE	800-0000-121.000.000	8.00
REYNA RIVERA	2/5/2020	ALG*AIR	AVALOS FLIGHT EXPENSE SEAT CHOICE	100-1100-610.920.000	14.00
REYNA RIVERA	2/5/2020	ALG*AIR	AVALOS SPOUSE SEAT CHOICE REIMBURSABLE	800-0000-121.000.000	14.00
REYNA RIVERA	2/5/2020	ALG*AIR	GUERRA FLIGHT EXPENSE SEAT CHOICE	100-1100-610.920.000	16.00
REYNA RIVERA	2/5/2020	ALG*AIR	GUERRA SPOUSE SEAT CHOICE REIMBURSABLE	800-0000-121.000.000	16.00
REYNA RIVERA	2/5/2020	ALG*AIR	GUERRA SPOUSE LUGGAGE -REIMBURSABLE	800-0000-121.000.000	50.00
REYNA RIVERA	2/18/2020	SAL'S MEXICAN RESTAURANT	COUNCIL MEETING EXPENSE	100-1100-610.920.000	49.43
NESTOR GALVAN	1/23/2020	NAPA AUTO PARTS	FILTER-UNIT#266	701-9200-600.256.000	13.06
NESTOR GALVAN	1/24/2020	ACME ROTARY BROOM SERVICE	SWEEPER BROOMS -UNIT#1316	701-9200-600.256.000	2,462.48
NESTOR GALVAN	1/27/2020	CAMACHO TIRES	REPAIR 3 TIRES -UNIT#1315	701-9200-600.255.000	65.00
NESTOR GALVAN	1/27/2020	ELBERT DISTRIBUTING INC	FLEET OILS	701-9200-600.254.000	35.15
NESTOR GALVAN	1/27/2020	NELSON'S POWER CENTER	SERVICE WEED EATERS	701-9200-600.457.000	191.01

US BANK INVOICE FOR CALCARD CHARGES: 1/23/20-2/24/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	1/27/2020	NELSON'S POWER CENTER	CHAIN LOOP -STOCK	701-9200-600.250.000	113.18
NESTOR GALVAN	1/27/2020	NELSON'S POWER CENTER	SHOP PARTS -WEED EATERS	701-9200-600.256.000	96.78
NESTOR GALVAN	1/27/2020	SWANSON FAHRNEY FORD	SERVICE UNIT#197	701-9200-600.457.000	63.67
NESTOR GALVAN	1/28/2020	NAPA AUTO PARTS	DECEMBER TRACS	701-9200-600.400.000	169.00
NESTOR GALVAN	1/28/2020	CAMACHO TIRES	INSTALL NEW TIRE -UNIT#190	701-9200-600.255.000	310.00
NESTOR GALVAN	1/28/2020	CAMACHO TIRES	REPAIR FLAT -UNIT#227	701-9200-600.255.000	15.00
NESTOR GALVAN	1/29/2020	FAST UNDERCAR	PADS/ROTORS -UNIT#192	701-9200-600.256.000	470.06
NESTOR GALVAN	1/29/2020	FAST UNDERCAR	PADS/ROTORS -STOCK	701-9200-600.250.000	470.06
NESTOR GALVAN	1/3/2020	O'REILLY	TRANSMISSION FLUID -STOCK	701-9200-600.254.000	77.97
NESTOR GALVAN	1/30/2020	O'REILLY	MOTOR OIL -STOCK	701-9200-600.254.000	108.42
NESTOR GALVAN	1/30/2020	FAST UNDERCAR	PADS/ROTORS -UNIT#804	701-9200-600.256.000	568.53
NESTOR GALVAN	1/30/2020	NAPA AUTO PARTS	AIRFILTERS -UNIT#804 #805	701-9200-600.256.000	33.23
NESTOR GALVAN	1/31/2020	CAMACHO TIRES	INSTALL 2 NEW TIRES -UNIT# 181	701-9200-600.255.000	480.00
NESTOR GALVAN	1/31/2020	UNIQUELY YOURS	NAME & PATCHES ON JACKETS	701-9200-600.300.000	17.40
NESTOR GALVAN	2/3/2020	O'REILLY	DEF FLUID FOR DIESELS -STOCK	701-9200-600.254.000	119.21
NESTOR GALVAN	2/3/2020	O'REILLY	BATTERIES-STOCK	701-9200-600.256.000	913.33
NESTOR GALVAN	2/3/2020	CAMACHO TIRES	REPAIR FLAT TIRE-UNIT#1005	701-9200-600.255.000	20.00
NESTOR GALVAN	2/3/2020	NELSON'S POWER CENTER	STARTER/CARBURETOR -UNIT#1009	701-9200-600.256.000	199.07
NESTOR GALVAN	2/4/2020	O'REILLY	BATTERY -UNIT#1401	701-9200-600.256.000	140.70
NESTOR GALVAN	2/4/2020	FAST UNDERCAR	LOWER BALL JOINT -UNIT#176	701-9200-600.256.000	42.77
NESTOR GALVAN	2/4/2020	FAST UNDERCAR	SWAY BAR LINK KIT -UNIT#176	701-9200-600.256.000	39.68
NESTOR GALVAN	2/4/2020	FAST UNDERCAR	PADS/ROTORS -STOCK	701-9200-600.250.000	674.37
NESTOR GALVAN	2/4/2020	NAPA AUTO PARTS	GLOVES -STOCK	701-9200-600.250.000	52.04
NESTOR GALVAN	2/4/2020	NAPA AUTO PARTS	HARDWARE KITS -EXMARK'S	701-9200-600.250.000	533.44
NESTOR GALVAN	2/4/2020	NAPA AUTO PARTS	SPARK PLUGS/FILTERS -STOCK	701-9200-600.250.000	269.81
NESTOR GALVAN	2/5/2020	O'REILLY	HEAD LAMPS -UNIT#723	701-9200-600.256.000	96.28
NESTOR GALVAN	2/5/2020	O'REILLY	OIL FILTERES -STOCK	701-9200-600.256.000	141.78
NESTOR GALVAN	2/5/2020	AMAZON	HEADLIGHT BULBS -STOCK	701-9200-600.250.000	143.15
NESTOR GALVAN	2/5/2020	COOK'S COMMUNICATIONS	REPLACEMENT BATTERY -UNIT#3195	701-9200-600.256.000	75.56
NESTOR GALVAN	2/4/2020	COOK'S COMMUNICATIONS	REPLACED HEADLIGHT FLASHER/HANDLE -UNIT#181	701-9200-600.400.000	427.73
NESTOR GALVAN	2/4/2020	COOK'S COMMUNICATIONS	CJ VEHICLE BASE	100-2200-600.250.000	79.90
NESTOR GALVAN	2/7/2020	COOK'S COMMUNICATIONS	REPLACED CHANGE GUARD -UNIT#194	701-9200-600.400.000	227.58
NESTOR GALVAN	2/4/2020	COOK'S COMMUNICATIONS	SERVICE CODE LIGHTS -UNIT#183	701-9200-600.400.000	50.00
NESTOR GALVAN	2/4/2020	COOK'S COMMUNICATIONS	PROGRAMMED RADIOS -UNIT#190	701-9200-600.400.000	125.00
NESTOR GALVAN	2/4/2020	COOK'S COMMUNICATIONS	FINANCE CHARGE	701-9200-600.400.000	16.68
NESTOR GALVAN	2/5/2020	THE MOWER EDGE	2 CYCLE FUEL MIX -STOCK	701-9200-600.254.000	574.12
NESTOR GALVAN	2/6/2020	O'REILLY	MULTI FUNCTION SWITCH -UNIT#717	701-9200-600.256.000	133.60
NESTOR GALVAN	2/6/2020	O'REILLY	CONNECTOR/TRAILER WIRE -UNIT#717	701-9200-600.256.000	29.27
NESTOR GALVAN	2/6/2020	O'REILLY	HOSE REEL -STOCK	701-9200-600.250.000	708.33
NESTOR GALVAN	2/6/2020	CAMACHO TIRES	INSTALL NEW TIRES -UNIT#176	701-9200-600.255.000	330.00
NESTOR GALVAN	2/6/2020	CAMACHO TIRES	INSTALL NEW TIRES -UNIT#176	701-9200-600.255.000	240.00

US BANK INVOICE FOR CALCARD CHARGES: 1/23/20-2/24/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	2/6/2020	CAMACHO TIRES	INSTALL 2 NEW TIRES -UNIT# 1315	701-9200-600.255.000	1,090.00
NESTOR GALVAN	2/9/2020	O'REILLY	CORE RETURN -CREDIT	701-9200-600.255.000	(22.00)
NESTOR GALVAN	2/7/2020	ORION	FLARES FOR PD	701-9200-600.250.000	859.12
NESTOR GALVAN	2/10/2020	O'REILLY	RAZOR/KNIFE BLADES-CREDIT	701-9200-600.250.000	(6.27)
NESTOR GALVAN	2/10/2020	O'REILLY	CORE RETURN -CREDIT	701-9200-600.250.000	(90.00)
NESTOR GALVAN	2/10/2020	O'REILLY	ALTERNATOR -UNIT#718	701-9200-600.256.000	189.67
NESTOR GALVAN	2/10/2020	O'REILLY	OIL FILTERS -STOCK	701-9200-600.250.000	83.29
NESTOR GALVAN	2/10/2020	O'REILLY	RAZOR/KNIFE BLADES-STOCK	701-9200-600.250.000	6.27
NESTOR GALVAN	2/10/2020	O'REILLY	RADIATOR CAPS -STOCK	701-9200-600.250.000	123.55
NESTOR GALVAN	2/10/2020	O'REILLY	RADIATOR CAPS -STOCK	701-9200-600.250.000	22.77
NESTOR GALVAN	2/10/2020	FAST UNDERCAR	PADS/ROTORS -UNIT#195	701-9200-600.256.000	378.85
NESTOR GALVAN	2/10/2020	NELSON'S POWER CENTER	CARBURETORS -STOCK	701-9200-600.250.000	129.16
NESTOR GALVAN	2/11/2020	TIFCO INDUSTRIES	CAPS/WIRE LOOMS -STOCK	701-9200-600.250.000	334.50
NESTOR GALVAN	2/11/2020	LIBERTY AUTO GLASS	REPAIR GLASS -UNIT#228	701-9200-600.400.000	160.00
NESTOR GALVAN	2/11/2020	LAWSON PRODUCTS	NUTS/BOLTS -STOCK	701-9200-600.250.000	411.63
NESTOR GALVAN	2/11/2020	NAPA AUTO PARTS	AIR/OIL/FUEL FILTERS -UNIT#1315	701-9200-600.256.000	405.67
NESTOR GALVAN	2/12/2020	CAMACHO TIRES	INSTALL ALTERNATOR -UNIT#718	701-9200-600.457.000	120.00
NESTOR GALVAN	2/14/2020	O'REILLY	BATTERIES -STOCK	701-9200-600.250.000	21.67
NESTOR GALVAN	2/17/2020	SWANSON FAHRNEY FORD	SERVICE UNIT#191	701-9200-600.457.000	57.49
NESTOR GALVAN	2/18/2020	O'REILLY	RADIATOR / FLEETRUNNER -UNIT#173	701-9200-600.256.000	197.18
NESTOR GALVAN	2/18/2020	NELSON'S POWER CENTER	GEAR HEAD -UNIT#4104	701-9200-600.256.000	180.34
NESTOR GALVAN	2/19/2020	O'REILLY	PULLER KIT -UNIT#173	701-9200-600.256.000	58.57
NESTOR GALVAN	2/19/2020	O'REILLY	CLOCK SPRING -UNIT #173	701-9200-600.256.000	97.53
NESTOR GALVAN	2/19/2020	CAMACHO TIRES	BRAKES /ROTORS -UNIT#197	701-9200-600.400.000	120.00
NESTOR GALVAN	2/19/2020	FAST UNDERCAR	PADS/ROTORS -UNIT#197	701-9200-600.256.000	378.85
NESTOR GALVAN	2/18/2020	SWANSON FAHRNEY FORD	RELAY -UNIT#197	701-9200-600.256.000	18.87
NESTOR GALVAN	2/19/2020	NAPA AUTO PARTS	STEERING WHL J HOOK/CRNSHFT PULL	701-9200-600.305.000	22.76
NESTOR GALVAN	2/19/2020	NAPA AUTO PARTS	CRANKSHAFT PULLER -CREDIT	701-9200-600.305.000	(10.84)
NESTOR GALVAN	2/20/2020	ELBERT DISTRIBUTING INC	OILS/FLUIDS/HVAC SVC KITS -STOCK	701-9200-600.254.000	717.35
NESTOR GALVAN	2/21/2020	TIFCO INDUSTRIES	BARRIER TAPE/NUTS/GLOVES -STOCK	701-9200-600.250.000	784.45
NESTOR GALVAN	2/21/2020	O'REILLY	FUEL HOSES/FUEL TRANKS -UNIT#233	701-9200-600.256.000	110.92
CALEB GARCIA	1/24/2020	BELMONT CAR, FRESNO CA	FUEL-ACT	269-2100-600.257.000	48.94
CALEB GARCIA	1/29/2020	SHELL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	65.86
CALEB GARCIA	2/3/2020	CHEVRON, SELMA CA	FUEL-ACT	269-2100-600.257.000	71.19
CALEB GARCIA	2/5/2020	CIRCLE K, FRESNO CA	FUEL-ACT	269-2100-600.257.000	25.21
CALEB GARCIA	2/7/2020	SELMA STATION, SELMA CA	FUEL-ACT	269-2100-600.257.000	57.76
CALEB GARCIA	2/11/2020	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	64.89
CALEB GARCIA	2/18/2020	JOHNNY QUICK, FRESNO CA	FUEL-ACT	269-2100-600.257.000	64.84
CALEB GARCIA	2/20/2020	BULLDOG, FRESNO CA	FUEL-ACT	269-2100-600.257.000	56.88
TERRY REID	1/21/2020	SWANSON FAHRNEY FORD	EXPLORER UNIT #183 REPAIR	701-9200-600.457.000	431.24
TERRY REID	1/24/2020	CENTRAL VALLEY GUNS	AMMUNITION 1000 RDS	100-2200-600.250.000	618.29

US BANK INVOICE FOR CALCARD CHARGES: 1/23/20-2/24/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
TERRY REID	1/27/2020	BOY SCOUTS OF AMERICA	2020 EXPLORER DUES	800-0000-121.000.000	348.00
TERRY REID	1/30/2020	PAY PAYL/CREATIVE SERVICES	STICKER BADGES	100-2200-600.250.000	264.95
TERRY REID	2/20/2020	PAY PAYL/CREATIVE SERVICES	STICKER BADGES	100-2200-600.250.000	368.95
NICOLETTE ANDERSEN	1/22/2020	SIGNUPGENIUS	TARZAN AUDITIONS	605-4300-656.540.036	24.99
NICOLETTE ANDERSEN	1/23/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	27.11
NICOLETTE ANDERSEN	1/24/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	39.02
NICOLETTE ANDERSEN	1/27/2020	POLL EVERYWHERE INC	SAC POLL SUBSCRIPTION	605-4300-600.400.000	79.00
NICOLETTE ANDERSEN	1/29/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	32.00
NICOLETTE ANDERSEN	1/29/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	89.76
NICOLETTE ANDERSEN	1/30/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	129.74
NICOLETTE ANDERSEN	1/30/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	39.67
NICOLETTE ANDERSEN	2/1/2020	CIRCUS TRIX- DEFY	TARZAN AERIAL TRAINING PASS	605-4300-656.540.036	160.50
NICOLETTE ANDERSEN	1/31/2020	THE HOME DEPOT	PUFFS SET SUPPLIES	605-4300-656.540.035	250.14
NICOLETTE ANDERSEN	2/4/2020	AMAZON	PUFFS COSTUME/PROPS SUPPLIES	605-4300-656.540.035	48.45
NICOLETTE ANDERSEN	2/4/2020	AMAZON	PUFFS COSTUME/PROPS SUPPLIES	605-4300-656.540.035	126.89
NICOLETTE ANDERSEN	2/4/2020	HIGH STREET BOUTIQUE	PUFFS- FRAMES	605-4300-656.540.035	53.03
NICOLETTE ANDERSEN	2/4/2020	COSPLAYSUPPLIES	PROPS CRAFT SUPPLIES	605-4300-656.540.035	60.00
NICOLETTE ANDERSEN	2/6/2020	NEARLY NEW SHOP-THRIFT	PUFFS- FRAMES	605-4300-656.540.035	16.27
NICOLETTE ANDERSEN	2/7/2020	NEARLY NEW SHOP-THRIFT	PUFFS- FRAMES	605-4300-656.540.035	35.25
NICOLETTE ANDERSEN	2/6/2020	SECOND CHANCE THRIFT	PUFFS- FRAMES	605-4300-656.540.035	33.15
NICOLETTE ANDERSEN	2/7/2020	LA MISION THRIFT STORE	PUFFS- FRAMES	605-4300-656.540.035	13.56
NICOLETTE ANDERSEN	2/8/2020	THE HOME DEPOT	PUFFS SET SUPPLIES	605-4300-656.540.035	244.18
NICOLETTE ANDERSEN	2/4/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	15.73
NICOLETTE ANDERSEN	2/4/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	10.79
NICOLETTE ANDERSEN	2/9/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	30.65
NICOLETTE ANDERSEN	2/9/2020	AMAZON PRIME	SAC- PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	2/11/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	12.96
NICOLETTE ANDERSEN	2/11/2020	WALMART	PUFFS SNACK BAR	605-4300-656.540.035	41.70
NICOLETTE ANDERSEN	2/12/2020	AMAZON	PUFFS COSTUMES/ PROPS	605-4300-656.540.035	21.68
NICOLETTE ANDERSEN	2/11/2020	THE HOME DEPOT	PUFFS SET SUPPLIES	605-4300-656.540.035	60.55
NICOLETTE ANDERSEN	2/12/2020	OFFICE DEPOT	PUFFS PRINTS FOR STAGE DRESSING	605-4300-656.540.035	103.80
NICOLETTE ANDERSEN	2/13/2020	WALMART	PUFFS SET SUPPLIES	605-4300-656.540.035	71.39
NICOLETTE ANDERSEN	2/13/2020	WALMART	PUFFS VALENTINES NIGHT	605-4300-656.540.035	185.54
NICOLETTE ANDERSEN	2/15/2020	WALMART	PUFFS SNACK BAR	605-4300-656.540.035	53.45
NICOLETTE ANDERSEN	2/20/2020	WALMART	PUFFS SNACK BAR	605-4300-656.540.035	27.36
NICOLETTE ANDERSEN	2/22/2020	WALMART	PUFFS SNACK BAR	605-4300-656.540.035	52.99
NICOLETTE ANDERSEN	2/23/2020	WALMART	PUFFS SNACK BAR	605-4300-656.540.035	20.47
NICOLETTE ANDERSEN	2/23/2020	AMAZON	SEUSSICAL COSTUMES/PROPS	100-4300-600.250.000	123.57
NICOLETTE ANDERSEN	2/20/2020	FIGURE 53	QLAB LICENSE	605-4300-656.540.035	16.00
NICOLETTE ANDERSEN	2/22/2020	SIGNUP GENIUS	AUDITION SIGN UP SIGHT - HOH	605-4300-656.540.037	24.99
NICOLETTE ANDERSEN	2/21/2020	AMAZON	SEUSSICAL COSTUMES/ PROPS	100-4300-600.250.000	22.91

US BANK INVOICE FOR CALCARD CHARGES: 1/23/20-2/24/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	2/21/2020	AMAZON	SEUSSICAL COSTUMES/ PROPS	100-4300-600.250.000	70.49
NICOLETTE ANDERSEN	2/23/2020	AMAZON	SEUSSICAL COSTUMES/ PROPS	100-4300-600.250.000	64.11
NICOLETTE ANDERSEN	2/23/2020	AMAZON	SEUSSICAL COSTUMES/ PROPS	100-4300-600.250.000	32.52
DEBBIE GOMEZ	2/1/2020	AMAZON	DESCRIPTION NOT AVAILABLE -EMPLOYEE CURRENTLY OUT ON LEAVE		142.31
DEBBIE GOMEZ	2/2/2020	AMAZON	DESCRIPTION NOT AVAILABLE -EMPLOYEE CURRENTLY OUT ON LEAVE		75.16
					<u>75.16</u>
					\$ 67,175.73

PAYROLL TRANSACTIONS

CHECK REGISTER

Date	Check No.	Amount
3/6/2020	115953-115961	\$5,061.20

Remittance Checks

Date	Check No.	Amount
3/6/2020	115962-115968	\$23,155.23

ACH Payment

Date	Description	Amount
3/6/2020	PRMAR620	\$179,495.98

ITEM NO: 2.

SUBJECT: Adoption of Resolution Confirming the Report of the Environmental Control Officer (Code Enforcement Officer), Determining Existence of Public Nuisance on City Owned Property and Directing Removal of Property, Refuse and Trespassers on the City Property and Appropriation for Funding- *Public Hearing and Adoption*

RECOMMENDATION: After the Public Hearing, approve a Resolution Confirming the Report of the Environmental Control Officer (Code Enforcement Officer) Determining Existence of Public Nuisance and Directing Removal of Property, Refuse and Trespassers on City Property and Approve the Estimated Cost of Removal of Refuse and Trespassers in Rockwell Ponding Basin.

DISCUSSION: Rockwell Ponding Basin was purchased from Consolidated Irrigation District in 2015 for the purpose of water recharge. Therefore, the City is required to maintain this property and remove any obstruction that will hinder this purpose.

Through the efforts of our Code Enforcement Officers and the Police Department, the property has been identified as needing abatement of refuse and trespassers. To complete this process City Staff took the following steps:

1. March 6th, the Problem-Oriented-Policing (POP) Officer and both Code Enforcement Officers made contact with individuals at the property to hand deliver Notices of Trespass/Public Nuisance and Cleanup. In addition, this notice was posted in front of all identifiable places of occupancy by individuals.
2. On three different dates between March 9th and 13th, the same staff revisited the site to reiterate this message. County services, such as MAP (Multi-agency Access Program), also reached out to trespassers during this period to offer services. In the course of each visit to the property Code Enforcement and the Police Department have determined that the conditions existing on the property consisting of the presence of persons, makeshift structures, rubbish, waste, personal property and other unauthorized material constitute a Public Nuisance threatening the public health, safety and welfare of inhabitants of the City of Selma, that must be abated.
3. Notices provided to persons present on the property notify them that on March 16th, this council will conduct a public meeting to consider adoption of a resolution to abate the nuisance conditions on the property and remove trespassers.

4. Code Enforcement and the Police Department propose to implement any such resolution on March 17th, by conducting a cleanup of property with two Police Officers at site for the duration of the clean-up. Trespassers will be given the option to identify what their personal belongings are and what is not. Any property that is identified as personal but not removed from the ponding basin will be stored for a period of 10 days. Any remaining items will be disposed of by the City's selected vendor. The stored items will be tagged and a receipt will be given to the property owners with instructions on how to retrieve items.
5. On March 30th, after holding the property identified by the trespassers as personal property for 10 days, Public Works will disposed of items that are unclaimed.

In order to document steps one and four, staff will video record both processes to maintain adequate records. Staff has received three bids to complete the clean-up and request an authorization for an estimated clean-up expense ranging from \$6,400 to \$20,000 in case further measures are needed to clean the property.

<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).
\$6,400-\$20,000		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: General Fund Balance: FYE 2018-19: 4,566,411		None

RECOMMENDATION: After holding the Public Hearing, approve a Resolution confirming the report of the Environmental Control Officer and approve the proposed method of abating the public nuisance, and estimated cost of removal of refuse and Trespassers in Rockwell Ponding Basin.

/s/ _____
Isaac Moreno, Assistant City Manager

03/13/2020

03/13/2020

Teresa Gallavan, City Manager

Date

RESOLUTION NO. 2020 - R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA CONFIRMING REPORT FROM THE ENVIRONMENTAL CONTROL OFFICER ON REMOVAL OF REFUSE AND TRESPASSERS ON CITY PROPERTY

WHEREAS, pursuant to Sections 8-5-1 through 8-5-8, inclusive, and Sections 9-3-1, through 9-3-8, inclusive, of the Selma Municipal Code (SMC), the Environmental Control Officer has caused notice to be given directing the removal of structures, weeds, rubbish, refuse, dirt, etc. on city owned property, more particularly identified in the attached report of the Environmental Control Officer, and commonly known as Rockwell Pond, which conditions amount to a Public Nuisance withing the meaning of said provisions of the SMC; and,

WHEREAS, on March 6, 2020, Notice of Trespass/Public Nuisance and Clean-up were issued and posted on the aforementioned property; and,

WHEREAS, ten (10) days passed, following the posting of such notice and trespassers have failed to remove the nuisance upon the aforementioned property; and,

WHEREAS, the Environmental Control Officer has determined the aforementioned conditions on such property amount to a Public Nuisance which must be abated and the City Council of the City of Selma has been provided with report of the Environmental Control Officer: and,

WHEREAS, on March 16th, the Council read and considered the report of the Environmental Control Officer and invited and heard all public testimony regarding said report and the charges for the abatement of the nuisances and good cause appearing.

NOW, THEREFORE, it is hereby ordered and resolved as follows:

1. The report of the Environmental Control Officer, a copy of same being attached hereto, marked Exhibit A, and incorporated by reference, is confirmed, approved and ratified and the method of abatement of the Public Nuisance proposed by the report is hereby approved and authorized and the Environmental Control Officer is directed to abate the aforementioned conditions on the City owed property, all in conformity with the provisions of the SMC.
2. The respective estimated costs of abatement of the Public Nuisance is authorized for payment.

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

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

ATTEST:

Louis Franco
Mayor of the City of Selma

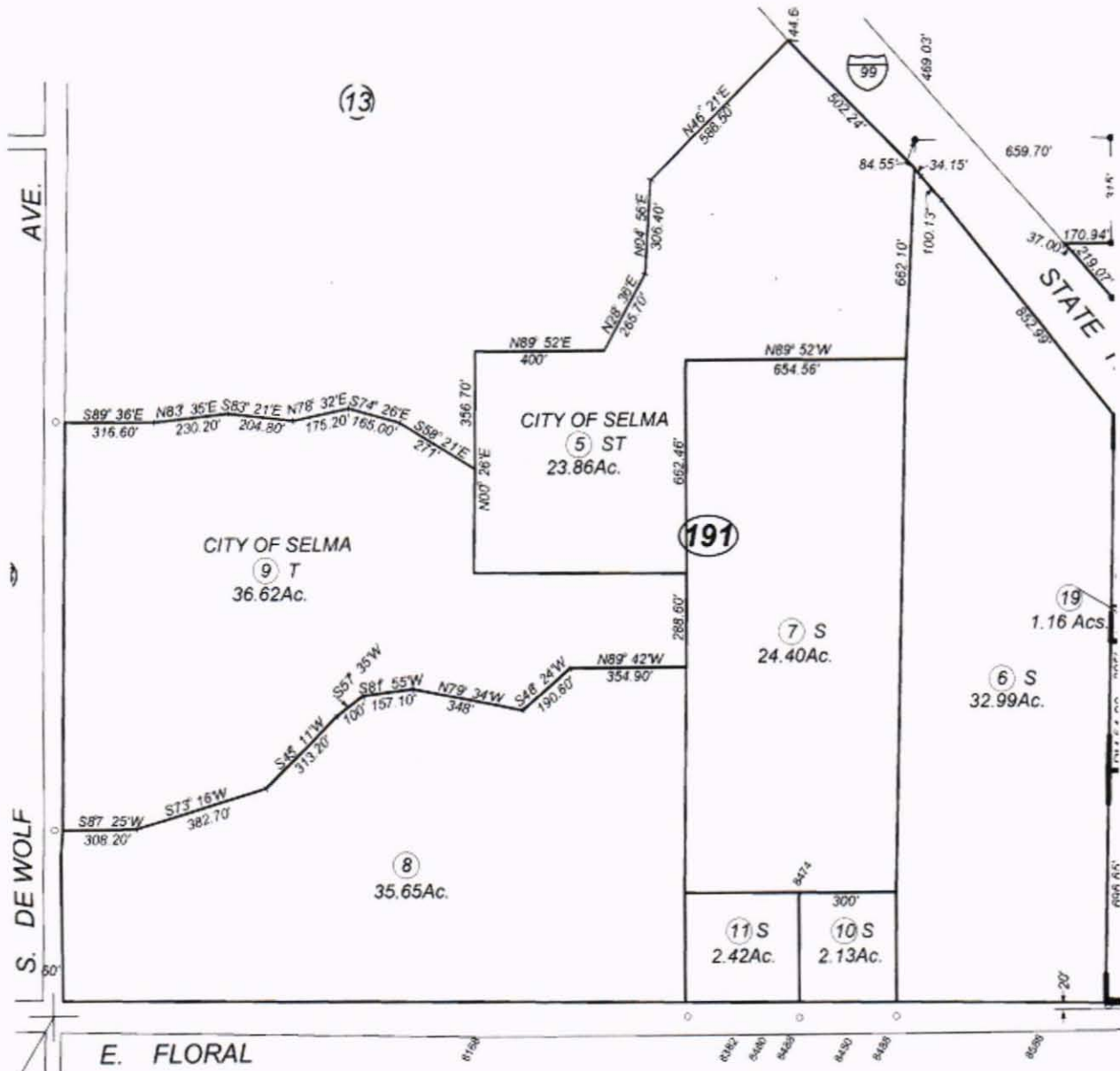
Reyna Rivera
City Clerk

Exhibit A

A.P.N
348-190-05T and
348-190-09T

OWNER
City of Selma

AMOUNT
\$6,400 to \$15,000



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

March 16, 2020

ITEM NO: 3.

SUBJECT: Consideration and Declaration of Support for Implementation of
State of California Executive Order N-25-20 and related policy/ies regarding
COVID-19

RECOMMENDATION: Council discuss and declare support to implement State of
California Executive Order N-25-20 and related policy/ies.

The Governor has just released a new Executive Order to further local government's ability
to still operate and respond to COVID-19. There are several items of interest, but
specifically, the Governor included Brown Act provisions.

RECOMMENDATION: Council discuss and declare support to implement State of
California Executive Order N-25-20 and related policy/ies.

/s/
Teresa Gallavan, City Manager

03/13/2020
Date

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and



WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

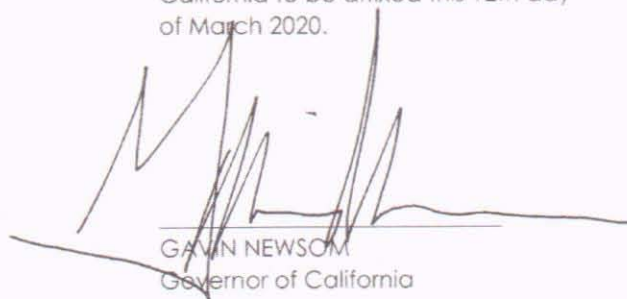
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



To protect public health and slow the rate of transmission of COVID-19, gatherings as described below should be postponed or canceled across the state of California for at least the remainder of the month of March.

The California Department of Public Health finds the following:

- Large gatherings that include 250 people or more should be postponed or canceled.
 - This includes gatherings such as concerts, conferences, and professional, college, and school sporting events.
- Smaller gatherings held in venues that do not allow social distancing of six feet per person should be postponed or canceled.
 - This includes gatherings in crowded auditoriums, rooms or other venues.
- Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people.
 - This includes gatherings such as those at retirement facilities, assisted living facilities, developmental homes, and support groups for people with health conditions.
- A “gathering” is any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space.

This applies to all non-essential professional, social, and community gatherings regardless of their sponsor. Gatherings that do not meet the aforementioned criteria should only be conducted when they are essential—that is, if the activity is essential and could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

What will this achieve?

The timely implementation of aggressive strategies that create social distance and those that reduce close contact of people not regularly together, including limiting gatherings, has proven effective in prior pandemics at delaying rates of transmission and reducing illness and death.

By decreasing the prevalence of disease across California we will:

- Reduce the number of Californians who contract COVID-19 before an effective treatment or vaccine is available.
- Protect those most likely to experience severe symptoms, such as older Californians and those with underlying chronic conditions.
- Preserve and protect our health care delivery system, including our health care workforce, so they can care for the least healthy individuals in the community for any medical condition, not just COVID-19.
- Minimize the social and economic impacts of COVID-19 over the long run.

How long will these limitations apply?

This guidance will remain in place at least through the month of March. As with all guidance that relates to COVID-19 response, authorities will revisit this guidance on a regular basis to evaluate the continued public health need for it and to evaluate if any elements need to be changed. To stay informed, continue to monitor this link:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Guidance.aspx>

What is Social Distancing and how is it achieved?

Social distancing is a practice recommended by public health officials to stop or slow down the spread of contagious diseases. It requires the creation of physical space between individuals who may spread certain infectious diseases. The key is to minimize the number of gatherings as much as possible and to achieve space between individuals when events or activities cannot be modified, postponed, or canceled.

Although the Department expects most events with more than 250 attendees to be postponed or canceled, we emphasize that the venue space does matter. Achieving space between individuals of approximately six feet is advisable. Additionally, there is a particular focus on creating space between individuals who have come together on a one-time or rare basis and who have very different travel patterns such as those coming from multiple countries, states or counties.

What can be done to a make a gathering safer if it is essential or small?

- Stagger activities.
- Add frequency of an event to spread out attendance, e.g. hold more, smaller gatherings.
- Add distance between where individuals sit or stand around tables.
- Add additional hand washing stations and restrooms.
- Limit the number of people in lines.
- Avoid direct physical contact, such as hand-shaking, holding hands, and hugging.
- Extend hours to allow for staggering of attendance or participation.
- Use phones, videos or video conferencing to reduce the need for close interactions.
- Consider ways to encourage anyone with fever and respiratory symptoms to stay home when sick, such as
 - Offering refunds or support reselling of tickets for persons who become ill.
 - Placing messages on websites, tickets, and venue entrances reminding people to protect one another by staying home if sick.

Examples of Essential Events this Does Not Apply To

The goal of this recommendation is to prevent people physically coming together unnecessarily, where people who have the infection can easily spread it to others. This guidance does not apply to activities such as attendance at regular school classes, work, or essential services.

Please see the [guidance for schools](#) document for additional information.

Certain activities are essential to the functioning of our state and must continue. Hence, this does not apply to essential public transportation, airport travel, or shopping at a store or mall. Other [specific guidance](#) can be found on the CDPH website to help people take actions that can protect them in those settings.

This does not apply to congregate living situations, including dormitories and homeless encampments. For more information on what can be done to protect homeless individuals, please see the [Guidance for Homeless Assistance Providers on Novel Coronavirus \(COVID-19\) \(PDF\)](#).

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

March 16, 2020

ITEM NO: 4.

SUBJECT: Consideration of a Resolution, approving a request for a fee waiver for the Sikh Center of the Pacific Coast's annual Sikh Parade event

RECOMMENDATION: Consider approving resolution and request from the Sikh Center of the Pacific Coast to Waive fees for the Annual Sikh Parade.

DISCUSSION: The Sikh Center of the Pacific Coast has submitted a request to waive fees associated with the annual Sikh Parade event (Attachment #1).

Fees associated with this event include Special Events Permit, Street Closure Permit, barricade fees, which total approximately \$1,950. The cost for Staff time: Public Works, Police Contract Service, Fire Department Services are approximately \$8,113.00, for a total cost of \$10,063.

This event will take place on April 19, 2020, and will be along the route depicted in Attachment #2. The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

RECOMMENDATION: Consider approving resolution and request from the Sikh Center of the Pacific Coast to Waive fees for the Annual Sikh Parade.

/s/ _____
Mikal Kirchner, Director Recreation & Comm. Svcs.

03/13/2020

Date

/s/ _____
Teresa Gallavan, City Manager

03/13/2020

Date

RESOLUTION NO. 2020 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR THE SIKH CENTER OF THE PACIFIC COAST'S ANNUAL SIKH PARADE EVENT

WHEREAS, the Sikh Center of the Pacific Coast requested that the City Council waive fees associated with its Annual Sikh Parade event to be held on April 19, 2020; and

WHEREAS, the total fees associated with the parade are Ten Thousand Sixty-Three Dollars (\$10,063.00), which includes the fees for the special events permit, sound permit, street closure permit, barricades, public works, police and fire staff time; and

WHEREAS, the total amount the Sikh Center of the Pacific Coast is requesting the City Council to waive is Ten Thousand Sixty-Three Dollars (\$10,063.00); and

WHEREAS, while the City is proposing to waive certain fees associated with the parade, Sikh Center of the Pacific Coast is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

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

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

SECTION 2. The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Parade in the amount of Ten Thousand Sixty-Three Dollars (\$10,063.00).

SECTION 4. The Sikh Center of the Pacific Coast shall comply with the City's Municipal Code during the Parade, and provide the City with all information required by City staff, including, but not limited to, the following:

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

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

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

PASSED, APPROVED AND ADOPTED this 16th day of March, 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

SELMA CITY HALL
1710 Tucker Avenue, Selma, CA 93662
(559) 891-2200 Fax (559) 896-1068

The City of Selma (City) recognizes the value of partnering with other agencies and organizations in providing services that benefit the community and its residents. In an effort to provide support for organizations providing valuable services to the community, specific guidelines have been established for determining when permit fees may be reduced or waived (see "Fee Reduction or Waiver Policy for Special Events"). In order to request a reduction or waiver of fees, please complete this application and submit it with necessary documentation to the address provided on the last page.

Has organization received any other financial assistance from the City this year? no

EVENT INFORMATION

Name of Event: ANNUAL SIKH PARADE

Type of Event: SIKH PARADE

Facility Requested or Event Location: 2211 S. HIGHLAND AVE, Selma

Date of Event: 04/19/2020

Event Hours: 10 a.m to 2:00 PM

On which dates and at what times are you requesting permission to setup/clean up?

Set up: 4/18/2020 Clean up: 4/19/2020

Please describe the event, its purpose, and the activities that will take place:

ANNUAL SIKH PARADE

Is the event open to the public: YES

Estimated number of participants/spectators: 1000 - 2000

Is this event a fundraiser: NO

Will there be an admission, entrance, user fee or cover charge for the event? If so, please explain: NONE

How will the event benefit Selma: out of town people buy goods, shopping & STAY AT HOTELS, USE GASOLINE FOR CARS.

Will promotional materials be used? How are you planning to market the event:

SIGNAGE (ELECTRONIC) AT FRONT OF THE MANGATE, ADVERTISED IN LOCAL PAPER, PUNJABI NEWSPAPER & RADIO PROGRAMS.

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: people buy food, gas, stay at hotels, shopping

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes ☐ No ☐

If yes, please describe how you will track attendance and sales:

Has your organization put on this same event in the past: Yes ☒ No ☐

If not, has your organization put on other events in Selma? If so, please indicate which ones:

Other organizations participating in organization of the event:

SIKH COALITION OF CENTRAL CALIFORNIA

Other organizations participating in event: KALGIDHAR GURU DWARA, & ALL FRESNO, MADERA & TULARE AREAS SIKH TEMPLES

Will this event receive third party funding or sponsorship: NO

Name of Applicant (Print): KARNAIL SINDHER

GURNEEWARA
Date: 2/14/2020

Signature of Applicant: Karnail Sindher

Gurpreet Singh

Please deliver completed application to (City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered.

Planning Office Use Only

Date Received: 2-18-20

Received By: SCIO

Application Rcvd (☒) IRS 501(3)(c) Rcvd (☐)

Date Forwarded for Approval: _____

City of Selma
APPLICATION FOR
PARADE AND SPECIAL EVENTS PERMIT

PC-016

Planning Office Use Only		
Date Received:		
<input type="checkbox"/> Application Complete	Date: <u>2-18-20</u>	<input type="checkbox"/> Harmless Agreement
<input type="checkbox"/> Application Fee Paid	\$	<input type="checkbox"/> Insurance Forms
<input type="checkbox"/> PD Inv. Fee Paid	\$	<input type="checkbox"/> ABC License
<input type="checkbox"/> Special Event	\$	<input type="checkbox"/> Minor \$80 / Major <u>\$880</u>

(PRINT OR TYPE ALL INFORMATION)

CONTACT PERSON GURNEK NAGRA OR KARNAIL SINDHER Telephone _____
Address 2211 S. HIGHLAND AVE City/Zip SELMA 93662
Primary Email _____ Alternate Email _____
Alternate Contact Person KARNAIL SINDHER Telephone _____
Address 2211 S. HIGHLAND AVE City/Zip SELMA 93662
SPONSOR/ORGANIZATION SIKH CENTER OF PACIFIC COAST Telephone _____
Address 2211 S. HIGHLAND AVE City/Zip SELMA 93662
Officer AMRIK SANDHU Title PRESIDENT
EVENT CHAIRPERSON KARNAIL SINDHER Telephone _____
Address 2211 S. HIGHLAND AVE City/Zip SELMA 93662
Nature and Purpose of Event ANNUAL SIKH PARADE
DATE OF EVENT 04/19/2020
Start Time: 10 AM End Time: 2 P.M
Location Boundaries (list main streets) HIGHLAND AVE
North THOMPSON AVE East ROSE AVE & HUNTSMAN AVE
South WRIGHT ST West FLORAL AVE
Estimated Number of participants or attendees 1000
Types of Vehicles TRUCK W/ FLATBEDS, TRAILERS, PICK-UP TRUCKS, CARS & VANS
Types of Animals NONE
Number of Animals NONE
Types of Structures NONE
Number of Structures NONE
Description of Sound Amplification Equipment PORTABLE AMPLIFIERS & SPEAKERS
Description of Food/beverage(s) to be sold and/or served SNACKS, SOFT DRINKS & JUICES
Name of Private Security SELMA SCHOOL ROTC Telephone _____ (MIKE ROMERO)
Estimated Parking Requirements WESTSIDE OF HIGHLAND Number of Spaces needed _____

City of Selma
APPLICATION FOR
PARADE AND SPECIAL EVENTS PERMIT
PAGE 2

2020

THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED FOR PARADES, RACES, AND OTHER EVENTS ALONG A ROUTE:

ASSEMBLY POINT PARKING LOT OF SCPC SELMA, 2211 S. HIGHLAND AVE

Boundaries North THOMPSON AVE

Boundaries South WRIGHT ST

Boundaries East ROSE AVE. & HUNTSMAN AVE

Boundaries West FLORAL AVE

Time of Assembly for participants: 7:00 AM (am/pm)

Route to be traveled:

STARTING FROM HIGHLAND AVE, RIGHT ON ROSE AVE, LEFT ON THOMPSON AVE,
RIGHT ON HUNTSMAN AVE, RIGHT ON WRIGHT ST, RIGHT ON FLORAL AVE,
LEFT ON THOMPSON AVE, RIGHT ON ROSE AVE, LEFT ON HIGHLAND AVE,
ENDS AT 2211 S. HIGHLAND AVE.

List of all portions of the streets to be traversed:

SEE ABOVE

Map included: Yes X No

Intervals of space/time to be maintained between the units 2 MINUTES

Number of floats 15

Size(s) of floats (width, length & height of largest float) APPRX. 45' X 9', HEIGHT 10'

Material & size (types of cloth, etc.) for flags/banners/signs:

FLAGS, BANNERS WITH CLOTH & PLASTIC MATERIALS

I, the undersigned representative, have read the rules and regulations with reference to this permit and am duly authorized to enjoin the organization(s) or person(s) listed on this application for the responsibilities listed in the Selma Municipal Code Section in its entirety and as applied to the city of Selma:

Signed Kristen (Y) Gorman Date 2/14/2020

Title AUTHORIZED VOLUNTEERS FOR PERMITS CDL # SSN:

POLICE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: REASON

NAME TITLE

FIRE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: REASON

NAME TITLE

PLANNING DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: REASON

NAME TITLE

Sikh Parade Map 1



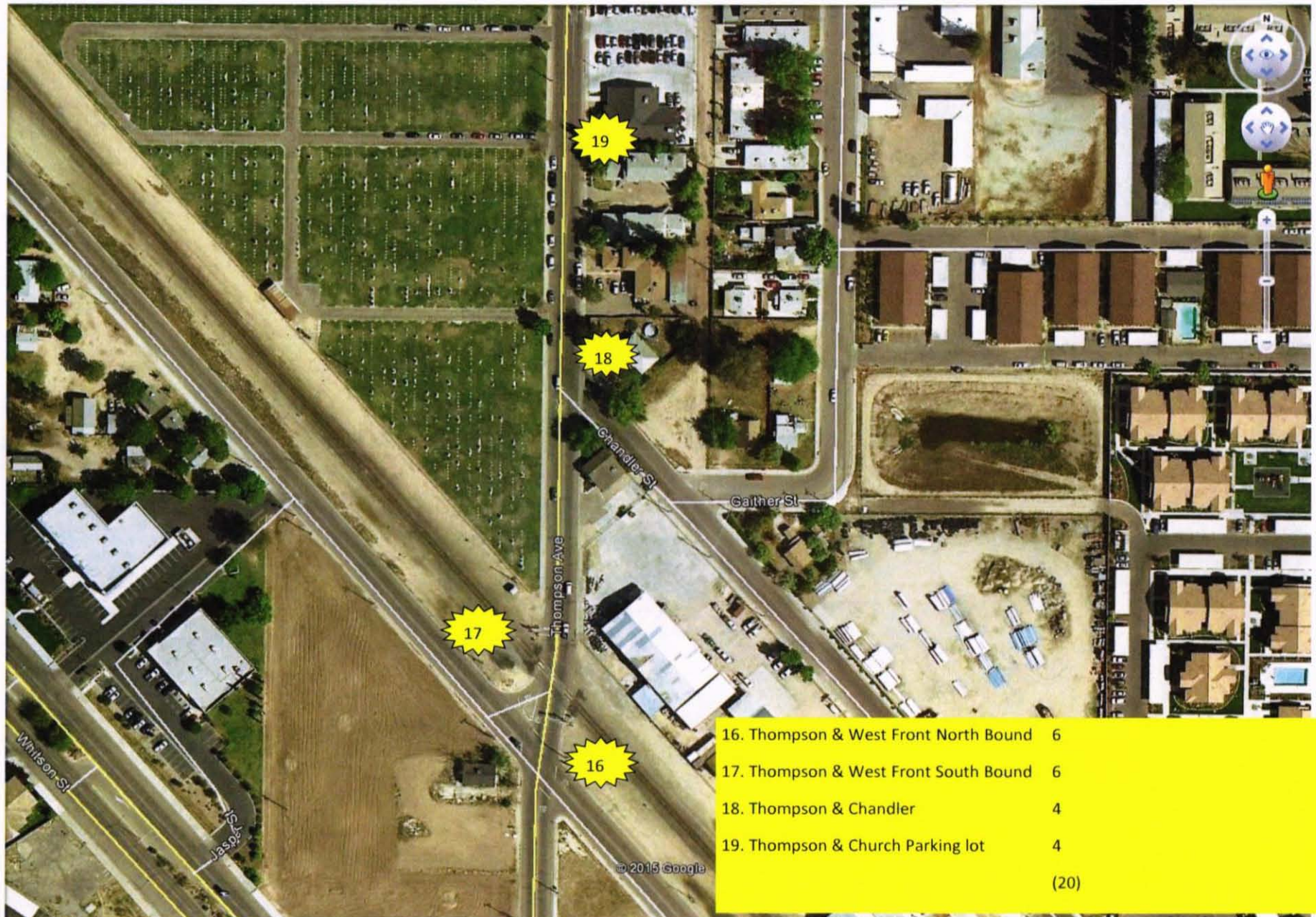
Sikh Parade Map 2



Sikh Parade Map 3



Sikh Parade Map 4



Sikh Parade Map 5



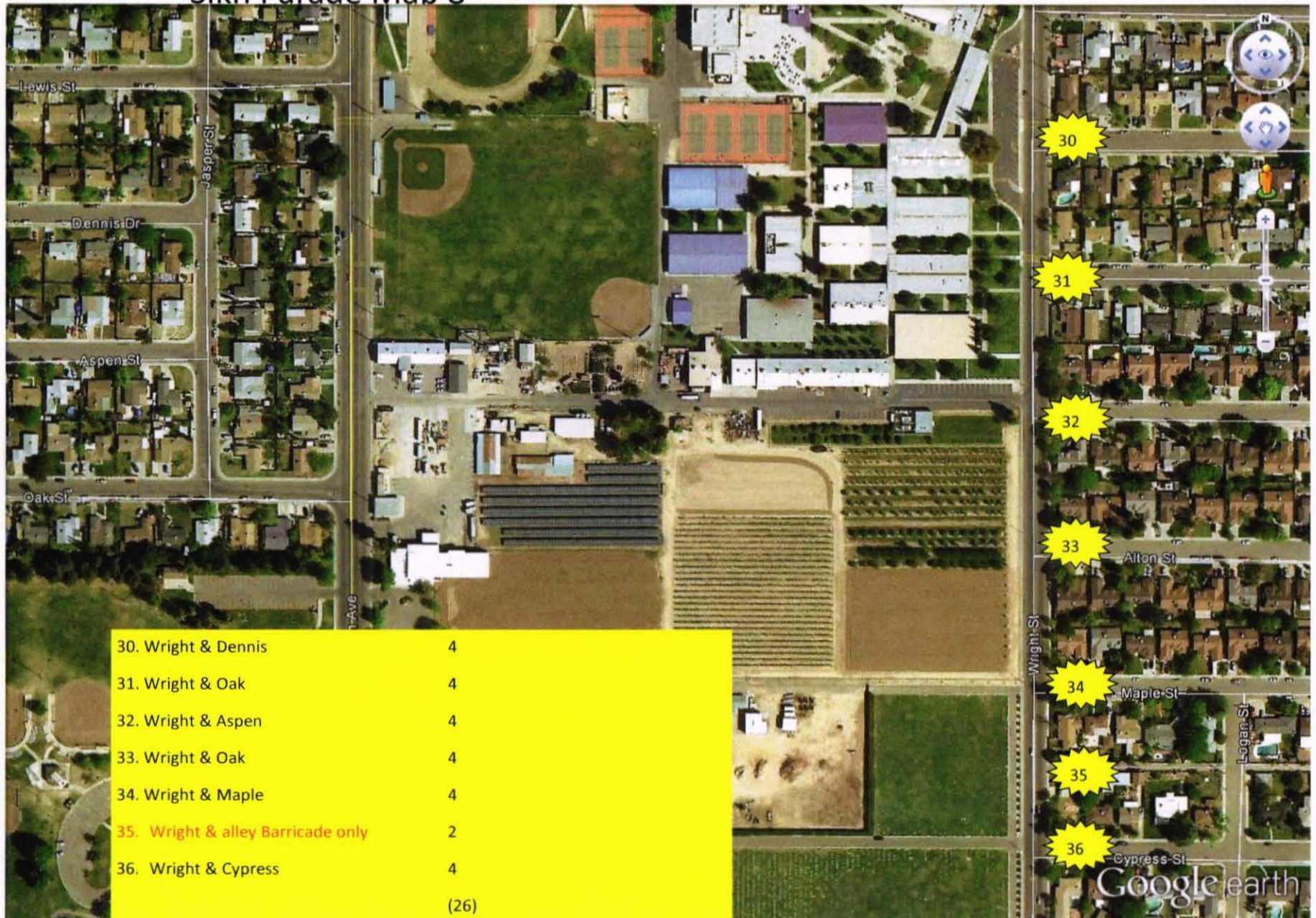
Sikh Parade Map 6



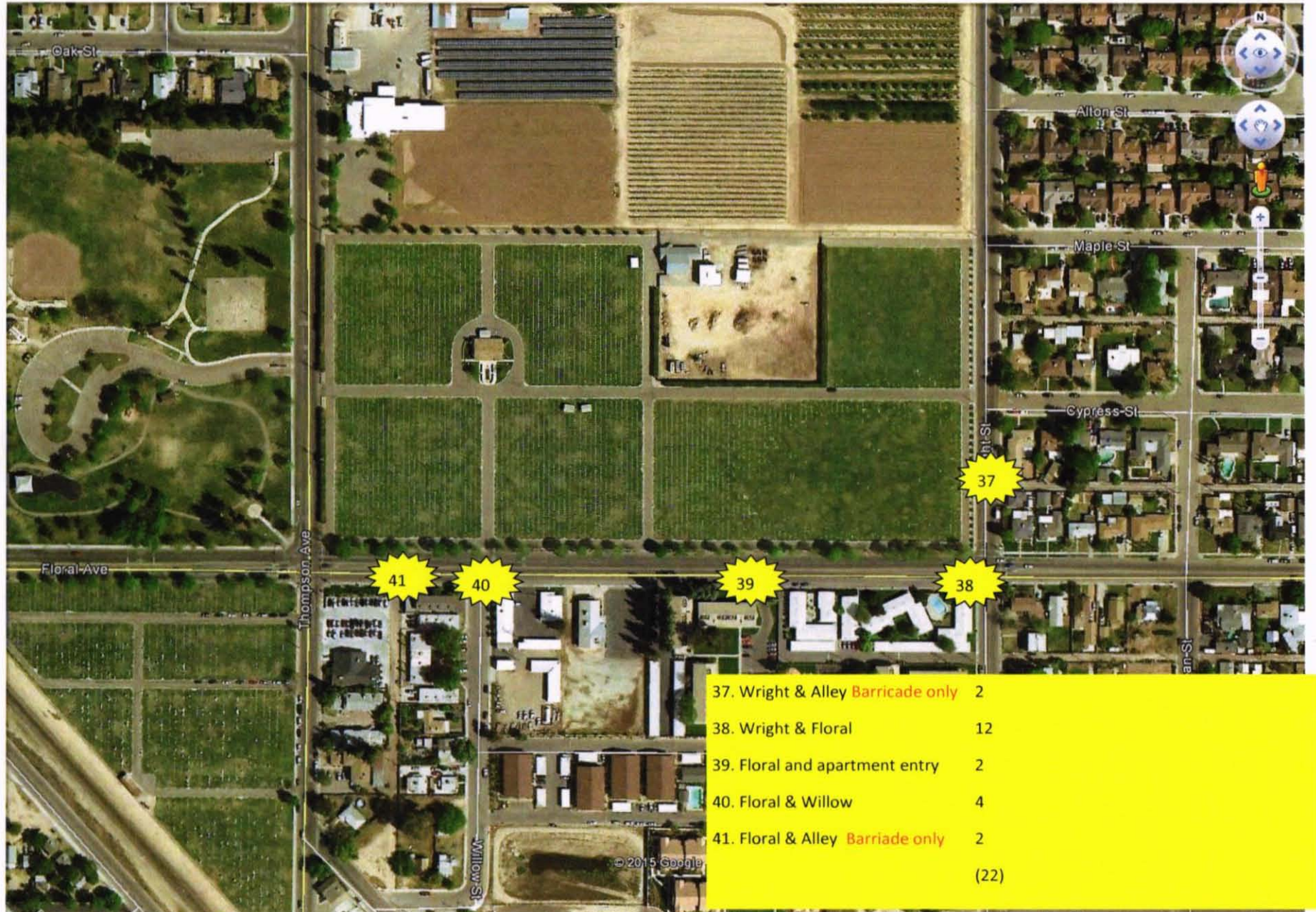
Sikh Parade Map 7



Sikh Parade Map 8



Sikh Parade Map 9



RESOLUTION NO. 2020 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, APPROVING A
REQUEST FOR A FEE WAIVER FOR THE SIKH
CENTER OF THE PACIFIC COAST'S ANNUAL SIKH
PARADE EVENT**

WHEREAS, the Sikh Center of the Pacific Coast requested that the City Council waive fees associated with its Annual Sikh Parade event to be held on April 19, 2020; and

WHEREAS, the total fees associated with the parade are Ten Thousand Sixty-Three Dollars (\$10,063.00), which includes the fees for the special events permit, sound permit, street closure permit, barricades, public works, police and fire staff time; and

WHEREAS, the total amount the Sikh Center of the Pacific Coast is requesting the City Council to waive is Ten Thousand Sixty-Three Dollars (\$10,063.00); and

WHEREAS, while the City is proposing to waive certain fees associated with the parade, Sikh Center of the Pacific Coast is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

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

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

SECTION 2. The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Parade in the amount of Ten Thousand Sixty-Three Dollars (\$10,063.00).

SECTION 4. The Sikh Center of the Pacific Coast shall comply with the City's Municipal Code during the Parade, and provide the City with all information required by City staff, including, but not limited to, the following:

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

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

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

PASSED, APPROVED AND ADOPTED this 2nd day of March, 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:**

March 16, 2020

ITEM NO: 5.

SUBJECT: Consideration of a legal services agreement with Costanzo & Associates, PC.

RECOMMENDATION: 1) Council discuss and provide direction to Staff regarding the terms of the agreement; and 2) Authorize the Mayor to execute the agreement.

DISCUSSION: At the February 3, 2020 City Council meeting, the City Council discussed a request from Council member Avalos to consider an agreement for legal services with Costanzo and Associates, PC. Staff was directed to bring back to City Council an agenda item with a contract for legal services with Costanzo and Associates, PC. and that the agreement be reviewed by attorneys at Liebert, Cassidy, Whitmore (LCW) prior to Council consideration. LCW has revised the agreement to clarify the City Attorney may perform requested legal services under the City of Selma's Municipal Code, such as criminal prosecutions and code enforcement actions, without being appointed to the Office of City Attorney. The recommended clarifications in the contract were agreed to by Costanzo and Associates. Even so, Attorney Costanzo has requested that the City Council appoint him to the Office of the City Attorney via minute order.

The agreement calls for a \$4,500 monthly retainer to cover General Counsel Services -- work associated with all regular and special Council meetings. Additional services, outlined in the agreement, will be billed at the rate of \$145 per hour for Neal E. Costanzo and \$135 an hour for any other attorney-employee of the corporation. Litigation services would be billed at \$165 an hour for Neal E. Costanzo and \$155 an hour for any other attorney of the corporation.

Costanzo and Associates has been special counsel to the City of Selma for the last 6 months and average full month billings are \$9,589. Based on that average, it is estimated an annual budget for attorney services with Costanzo and Associates would be \$115,068.

<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).
Estimated at \$9,589 a month (See Contract for Fees and Rates)		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: General Fund Fund Balance: FYE 2019 \$4,566,411		None

RECOMMENDATION: 1) Council discuss and provide direction to Staff regarding the terms of the agreement; and 2) Authorize the Mayor to execute the agreement.

/s/
Teresa Gallavan, City Manager

03/12/2020
Date

AGREEMENT FOR GENERAL LEGAL SERVICES

THIS AGREEMENT is entered into by and between the CITY OF SELMA, a general law city (referred to hereinafter as "City"), and the law firm of Costanzo & Associates, a Professional Corporation (referred to hereinafter as "Corporation")

1. Term: The operative date of this Agreement shall be March 16, 2020, even though it may be executed by the parties either before or after that date. This Agreement shall continue in effect unless and until terminated as provided herein or until mutually rescinded.

2. General Counsel Services Under Monthly Retainer: The Corporation shall furnish the following legal services to the City Council and boards of the Successor Agency, Public Finance Authority, Community Enhancement Corporation, and Planning Commission, in exchange for a monthly retainer of Four Thousand Five Hundred Dollars (\$4,500.00) (the "Retainer Services"). The Retainer Services under this Agreement shall consist of the following:

a. Attendance at all City Council regular and special meetings (regular meetings are held the first and third Monday of each month.) including Successor Agency, Public Finance Authority and Community Enhancement Corporation meetings;

b. Attendance at all Planning Commission regular and special meetings; and

c. All preparatory legal work necessary for attendance and effective participation in any of the foregoing meetings including the review of staff reports, resolutions, ordinances, and agenda materials associated with those meetings and routine legal advice, telephone, and personal consultations with City Council and City staff relating to any regular or special meetings.

3. Additional Services. To the extent they do not involve attendance at City Council, Successor Agency, Public Finance Authority, Community Enhancement Corporation, or Planning Commission meetings, or preparatory legal work as described in paragraph 2 of this Agreement related to such meetings, the following are excluded from the Retainer Services and are herein classified as Additional Services, which Corporation may perform where no conflict exists and where directed by the City Council or authorized by the City Manager:

a. Routine legal advice, telephone and personal consultations with City staff;

b. Assistance in the preparation or preparation of and review of ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds and other documents required by the City;

- c. Attendance at staff meetings and meetings with City staff as needed;
- d. The rendering of legal advice and opinions concerning legal matters that affect the City;
- e. The handling of City personnel matters (exclusive of litigation), including employee disciplinary and grievance matters; and
- f. Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications and right-of-way abandonments;
- g. Enforcement of City codes, zoning regulations and building standards through administrative actions;
- h. The monitoring of specific pending and current state and federal legislation and court decisions as requested;
- i. The coordination of outside legal counsel as needed and as directed by the City Council and City Manager;
- j. Any other service delegated to the City Attorney under the City of Selma Municipal Code, which is not covered under Paragraph 2.
- k. All litigation, including criminal prosecutions and code enforcement actions, as well as adversarial proceedings, defined as a proceeding in any state or federal court. (It is agreed that, the Corporation has an ethical obligation to refuse to pursue a given litigation matter should the Corporation conclude that it is not in a position to provide adequate legal services to the City in that particular matter, in which case, the Corporation, with the approval of the City Manager, is authorized to refer the handling of such litigation to a different attorney or firm). All matters involving any form of litigation as to which a defense or indemnification is available through the City's Risk Management Authority shall be handled by the attorney or firm selected by the Risk Management Authority and shall not be handled by the Corporation, unless specifically agreed to by the Risk Management Authority, the City Manager and the Corporation. It is further agreed that, in the particular fields of law set forth below, "litigation" shall not, for these purposes, be considered to have begun until:
 - (1) in an eminent domain proceeding, until the adoption by the City of a resolution of necessity; and
 - (2) in a personnel matter, until actual dismissal or imposition of discipline has taken effect; and
 - (3) in a Code enforcement proceeding, until final determination of any administrative proceeding before the City or any City commission or committee.

l. Revenue raising services involving matters such as municipal bonds, including but not limited to assessment district bonds, certificates of participation or other debt instruments;

m. Legal services where the costs of such are reimbursed to the City by other parties;

n. Additional Services will be undertaken by the Corporation only upon direction from the City Council or City Manager or Department Head, or his or her designee, of City; and

o. The time spent on Additional Services will be separately noted on monthly billings to City in increments of no greater than 1/10 of an hour.

p. All references in this Agreement to Services, whether Additional or Retainer Services, to be performed for or on behalf of the City by the Corporation, shall also mean and refer to services to be performed for the Successor Agency, Public Finance Authority, Community Enhancement Corporation, and Planning Commission.

4. Independent Contractor: The Corporation, and its employees, is an independent contractor and not an employee of the City.

5. Compensation:

a. The Corporation shall be compensated for all services rendered hereunder as follows:

(1) For the Retainer Services at the rate of Four Thousand Five Hundred Dollars (\$4,500.00) per month;

(2) For the Additional Services at the rate of Forty-Five Dollars (\$145.00) per hour for the services of Neal E. Costanzo and One Hundred and Thirty-Five Dollars (\$135.00) for any other attorney-employee of the Corporation, which will be billed in increments of no more than 1/10 of an hour; and

(3) For Additional Services that are defined in paragraph 3(k) (litigation) of this Agreement at the rate of One Hundred Sixty-Five Dollars (\$165.00) per hour for the services of Neal E. Costanzo and One Hundred Fifty-five Dollars (\$155.00) for any other attorney-employee of the Corporation, which will be billed in increments of no more than 1/10 of an hour.

b. The Corporation shall be reimbursed for reasonable out-of-pocket expenses incident to services performed in addition to other payments provided for herein. Such out-of-pocket expenses shall include, but not be limited to:

- (1) Document reproduction costs;
- (2) Computer-assisted research expenses, not included in Corporation's monthly plan;
- (3) Travel and lodging expenses in the event an employee of the Corporation is required to travel on behalf of the City. Chargeable automobile mileage shall be charged at the rate of \$0.50 per mile for automobile travel. The Corporation shall not bill for travel time to and from City and will not bill for mileage for such travel.

c. City and Corporation agree that the rates and amounts specified in paragraph 5 may be modified by supplemental, mutual written agreement by the parties hereto from time to time.

6. Statement and Payments:

a. The Corporation shall present a statement for services rendered and expenses incurred on a monthly basis.

b. City shall pay the amounts on said statements within thirty (30) days after presentment, or as soon as reasonably possible.

7. Scope of Corporation Retention: City agrees in consideration of the Corporation providing the Services at the rates and amounts set forth in paragraph 5 to engage the services of the Corporation to represent City to supervise, as necessary, all other legal counsel representing City in all litigation and administrative proceedings in which the City is a party, as Bond or Special Counsel involving revenue raising mechanisms utilized by the City, and for all Services which are authorized; except:

a. The City Council and City Manager shall retain the right to direct any particular legal service to an attorney or law firm other than Corporation;

b. Legal services are provided by a joint powers agency (including the Risk Management Authority) in which City is a member; and

c. Any legal representation in which Corporation has a conflict of interest, including but not limited to advice concerning the content of this Agreement or any proposed amendments or substitutions for this Agreement.

8. Indemnity: The Corporation shall indemnify, save harmless and defend City, its elected officials, officers, agents and employees, including the payment by the Corporation for any and all legal costs and attorney's fees, from all liability from loss, damage or injury to persons or property in any manner arising out of or incidental to the negligent performance by Corporation of this Agreement. Pursuant to Section 6147 and Section 6148 of the Business and Professions Code, the Corporation hereby discloses that it maintains errors and omissions insurance coverage

applicable to the services to be rendered under this Agreement and the policy limits of that coverage are One Million Dollars (\$1,000,000.00) per occurrence up to a maximum of Three Million Dollars (\$3,000,000.00) per policy term.

9. Termination: This Agreement, and services hereunder, may be terminated by the City Council at any time without notice, without cause, and for any reason. This Agreement may be terminated by the Corporation upon thirty (30) days' written notice provided to City or as mutually agreed in writing. Upon any such termination, the Corporation shall supply orderly transitional services at the hourly rate herein specified.

10. Notices: Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Services, or its lawful successor, postage prepaid and addressed as follows:

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

Corporation: Costanzo & Associates
A Professional Corporation
575 E. Locust Avenue, Suite 115
Fresno, California 93720

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notices given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other designate a different address or person, which shall be substituted for that above specified.

11. Entire Agreement: This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. Except as expressly set forth herein, this Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

12. Interpretation: Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared this Agreement or caused it to be prepared. City acknowledges that it has been advised that neither the Corporation nor any other attorney in the employ of the Corporation have represented the City in the negotiation of the terms of this Agreement and that City may retain its own independent counsel to review the terms of this Agreement and advise City with regard thereto.

WHEREFORE, the parties have executed this Agreement as of the dates set forth below opposite the name of each party.

CITY OF SELMA,
A California General Law City

Dated: _____, 2020

By: _____
Louis Franco, Mayor

COSTANZO & ASSOCIATES,
A Professional Corporation

Dated: _____, 2020

By: _____
Neal E. Costanzo, President

ATTEST:

By: _____
City Clerk