

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

May 4, 2020

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**ITEM NO:** 1.a.

**SUBJECT:** Consideration of a Resolution authorizing the City Manager or Designee to enter into a Funding Agreement with the State Water Resources Control Board for Valley View Storm Drain Project

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**RECOMMENDATION:** Adopt Resolution authorizing the City Manager or Designee to sign funding agreement, amendments, and requests for reimbursements with the State Water Resources Control Board for Valley View Storm Drain Project.

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**DISCUSSION:** During the fiscal year 2019-2020 State Budget adoption Assembly Bill 74 was approved authorizing an appropriation of \$1.5 million to the City for the projects: Selma Storm Drain, Selma Rockwell Pond Groundwater Recharge, and Selma Branch Canal Multi-Use Trail. Given the award amount, City Staff determined allocating the full amount to the storm drain project would be the ideal project because it would remove additional square miles of the City from draining into Consolidated Irrigation Districts (CID) ditches. A full description of the project has been attached as Exhibit A.

Although the City was appropriated \$1.5 million, Assembly Bill 74 authorizes 5% (\$75,000) to be allocated to the State Water Resources Control Board for administration. This will leave the City seeking additional funding in the future, potentially Proposition 1 funds, to complete the final phase of the project.

To receive this funding, the City will need to enter into a Funding Agreement with the State Water Resources Control Board. The attached resolution will authorize the City Manager or designee to sign all documents necessary to execute agreements, amendments and submit requests for reimbursement.

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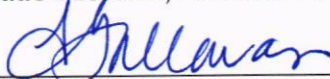
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**RECOMMENDATION:** Adopt Resolution authorizing the City Manager or Designee to sign funding agreement, amendments, and requests for reimbursements with the State Water Resources Control Board for Valley View Storm Drain Project.

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/s/  
\_\_\_\_\_  
Isaac Moreno, Assistant City Manager

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

04-29-2020

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**RESOLUTION NO. 2020 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING ENTERING INTO A FUNDING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD AND AUTHORIZING AND DESIGNATING REPRESENTATIVES FOR THE VALLEY VIEW STORM DRAIN PROJECT**

**WHEREAS**, City of Selma has submitted an application to the State Water Resources Control Board for funding for the Valley View Storm Drain Project; and

**WHEREAS**, prior to the State Water Resources Control Board's executing a funding agreement, City of Selma is required to adopt resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for reimbursement on behalf of City of Selma, and to carry out other necessary Project-related activities;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that City of Selma, is hereby authorized to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project; and

**BE IT FURTHER RESOLVED AND ORDERED**, that the City Manager or designee, is hereby authorized and designated to sign for and on behalf of City of Selma the funding agreement for the Project and any amendments thereto; and

**BE IT FURTHER RESOLVED AND ORDERED**, that the City Manager, or designee, is hereby authorized and designated to represent the City of Selma in carrying out City of Selma responsibilities under the funding agreement, including approving and signing invoices and requests for reimbursement of Project costs.

**BE IT FURTHER RESOLVED AND ORDERED**, that any and all actions, whether previously or subsequently taken by City of Selma which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

**PASSED, APPROVED AND ADOPTED** at a Regular Meeting of the City Council of the City of Selma on this 4<sup>th</sup> day of May 2020, by the following roll call vote:

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

**Storm Drain Project**

Adding recharge facilities in the City of Selma is an urgent need as several years of drought has led to a further depletion of the ground water table. Consolidated Irrigation District and the City of Selma have a cooperative agreement that includes not only a focus on groundwater recharge, but also separating storm water discharges from CID canals. The objectives of this project include both of these items. Separating storm water discharges from the canal system will positively affect water quality in the canal systems, and construction of the storm water and recharge facilities provides substantial opportunity for groundwater recharge in the City of Selma. The project will be designed to convey, infiltrate, and/or use 46 acre-feet per year of dry weather urban runoff and the first flush of storm water from 65 acres of tributary area to reduce pollutant discharges to Consolidated Irrigation District canals.

The project includes construction of storm-water pipelines and expanding excavation of the Valley View Basin. The basin is located on the south side of Valley View Street, west of McCall Avenue, more specifically bound by Valley View to the north, the Selma Branch Canal to the east and south, and a residential subdivision to the west. The storm drain pipeline will extend from the basin east to McCall, and north on McCall to Todd Street to capture storm water from the existing underground storm drain system, thus capturing existing flows in a new gravity system and eliminating the need for the lift station located north of Todd Street. Construction of the basin outfall, 60" diameter pipeline and manhole in Valley View will also provide a point of connection for another storm drain project in Sheridan Avenue to be constructed by a separately funded phase of work.

The project consists of expansion of the storm water basin and construction of storm drain pipelines to intercept storm water from three existing lift stations that currently pump storm water into CID canals. The City purchased a nearly 9-acre piece of land and partially excavated it to a current capacity of approximately 40 acre-feet. Additional excavation will be performed with this project to expand the basin by an additional 20 acre-feet resulting in a capacity of approximately 60 acre-feet, roughly 60% of the basins ultimate capacity, for both storm drain and recharge purposes.

The useful life of the project, based upon the article entitled "Precast Concrete Pipe Durability" published by the American Concrete Pipe Association, is conservatively estimated at 100 years. Concrete pipe seldom experiences problems, and when they occur, it is due to either very specific environments or construction issues.

**ITEM NO:** 1.b.

**SUBJECT:** Consideration of a Resolution authorizing the City Manager to execute an agreement with Hinderliter, de Llamas & Associates (HDL) for confidential sales, use, and transactions tax records examination

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**RECOMMENDATION:** Adopt Resolution authorizing Hinderliter, de Llamas & Associates (HDL) to examine confidential sales, use and transactions tax records of the California Department of Tax and Fee Administration on behalf of the City of Selma and authorize City Manager to execute agreement.

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**DISCUSSION:** One of the most essential aspects of financial management for the City is ensuring that all revenues to which the City is entitled are received and that future revenues are accurately allocated and forecasted. The area of sales tax revenue, audit and recovery services is a highly specialized area that requires expertise in working with the California Department of Tax and Fee Administration (CDTFA) to research, identify, and correct sales tax misallocations. This is especially important for our City since sales tax is 42% of our general fund revenue base.

HDL has been providing this type of service and others since 1983 and has partnerships with over 500 governmental agencies in 11 states. Some of the other services that they provide and the City may pursue at a later date are as follows:

- Business license programs
- Economic Development
- Transient Occupancy Tax (TOT)
- Property tax analysis and audits

In order for the City to enter into a contract with HDL for sales tax advisory services, the CDTFA requires that the attached resolution authorizing examination of the City sales, use and transactions tax records be approved by the City Council.

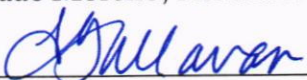
<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
<p>\$1,000 1<sup>st</sup> year \$4,200 each following</p> <p>Plus 15% of all new and recovered sales, use and transaction tax received</p>		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
<p>Funding Source: General Fund</p> <p>Fund Balance: FYE 2018-19: \$4,566,411</p>		<p>\$1,000 1<sup>st</sup> year \$4,200 each following</p> <p>Plus 15% of all new and recovered sales, use and transaction tax received</p>

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**RECOMMENDATION:** Adopt Resolution allowing Hinderliter, de Llamas & Associates (HDL) to examine confidential sales, use and transactions tax records of the Department of Tax and Fee Administration on behalf of the City and Authorize City Manager to execute agreement


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/s/ \_\_\_\_\_  
Isaac Moreno, Assistant City Manager

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

04/29/2020

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**RESOLUTION NO. 2020 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS  
TAX RECORDS**

**WHEREAS**, the City of Selma entered into a contract with the Department of Tax and Fee Administration to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

**WHEREAS**, the City Council of the City of Selma deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the Department of Tax and Fee Administration pertaining to sales, use and transactions taxes collected by the Department for the City pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department of Tax and Fee Administration records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Department.

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

Section 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department of Tax and Fee Administration (hereafter referred to as Department), is hereby appointed to represent the City of Selma with authority to examine sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department pursuant to the contract between the City and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to that contract.

Section 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the Department, for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department. The person or entity designated by this section meets each of the following conditions:

- (a) has an existing contract with the City to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this Resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to the contract between the City and the Department and for purposes relating to the governmental functions of the City listed in section 2 of this Resolution.

**PASSED, APPROVED AND ADOPTED** at a Regular Meeting of the City Council of the City of Selma on this 4<sup>th</sup> day of May 2020, by the following roll call vote:

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

**AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX AUDIT AND  
INFORMATION SERVICES**

This Agreement is made and entered into as of the 4 day of May, 2020 (the “Effective Date”) by and between the CITY OF SELMA, a municipal corporation hereinafter called (“CITY”), and HINDERLITER, de LLAMAS AND ASSOCIATES a California Corporation, hereinafter called (“CONTRACTOR”).

**I. RECITALS**

WHEREAS, sales, use and transactions tax (sometimes collectively referred to herein as “sales and use tax”) revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors, and

WHEREAS, an effective program of sales and use tax management will improve identification of economic opportunities; provide for more accurate sales and use tax forecasting; and assist in related revenue collections; and

WHEREAS, CITY desires the combination of data entry, report preparation and analysis necessary to effectively manage its sales and use tax base; the recovery of revenues erroneously allocated to other jurisdictions and allocation pools; and to maximize its financial and economic planning; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the sales and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:



## II. SERVICES

The CONTRACTOR shall perform the following services (collectively, the “Services”):

### A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters. If the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. CONTRACTOR shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall have two (2) quarterly meetings in-person with CITY, and two (2) quarterly meetings by video conference calls.
3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY’S sales tax trends by major groups, and geographic areas without disclosing confidential information.
4. CONTRACTOR shall make available to CITY staff CONTRACTOR’s web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

## B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
3. CONTRACTOR shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.
4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

## C. CONSULTING AND OTHER OPTIONAL SERVICES

CONTRACTOR may, from time to time in its sole discretion, consult with CITY staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, CONTRACTOR may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing

agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

### III. CONSIDERATION

- A. CONTRACTOR shall provide the sales tax and economic analysis Services described in Section II-A above for a fee of **\$1,000** annually for the first year, and **\$350** per month for the second year, commencing with the month 12 months following the Effective Date (hereafter referred to as “monthly fee”). The monthly fee shall be invoiced quarterly and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the “CPI” for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the “CPI” shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by CONTRACTOR and approved by City.
  
- B. CONTRACTOR shall be further paid 15% of all new and recovered sales, use and transactions tax revenue received by the CITY as a result, in whole or in part, of the allocation audit and recovery services described in Section II-B above (hereafter referred to as “audit fee”), including without limitation, any reimbursement or other payment from any state fund and any point of sale misallocations.
  1. The audit fee shall be paid even if CITY assists, works in parallel with, and/or incurs attorneys’ fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration. CITY shall pay audit fees upon CONTRACTOR’S submittal of evidence of CONTRACTOR’S work in support of recovery of subject revenue, including, without limitation, copies of BOE 549-S petition forms of any other correspondence between CONTRACTOR and the Department of Tax and Fee Administration or the taxpayer.

2. For any increase in the tax reported by businesses already properly making tax payments to CITY, it shall be CONTRACTOR's responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONTRACTOR's Services.

C. CONTRACTOR shall invoice CITY for any consulting and other optional Services rendered to CITY in accordance with Section II-C above based on the following hourly rates on a monthly or a quarterly basis, at CONTRACTOR's option. All such invoices shall be payable by CITY no later than 30 days following the invoice date. CITY shall not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	\$325 per hour
Programmer	\$295 per hour
Senior Analyst	\$245 per hour
Analyst	\$195 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY but not greater than 3% percent annually.

- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

#### **IV. CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION**

- A. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.

B. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

1. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et.seq.
2. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
3. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
4. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

C. Software Use. CONTRACTOR hereby provides authorization to CITY to access CONTRACTOR'S Sales Tax website if CITY chooses to subscribe to the software and reports option. The website shall only be used by authorized CITY staff. No access will be granted to any third party without explicit written authorization by CONTRACTOR. CITY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by CITY of said software, or any right of CITY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all CITY staff website logins shall be de-activated.

D. Proprietary Information. As used herein, the term “proprietary information” means all information or material that has or could have commercial value or other utility in CONTRACTOR’s business, including without limitation: CONTRACTOR’S (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, CITY shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by CITY in connection with this Agreement. The obligations imposed by this Section IV-D shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section IV-D shall not apply to any information that is public information.

**V. CITY MATERIALS AND SUPPORT**

CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to provide any information or assistance that may readily be available such as business license records within the CITY and to provide CONTRACTOR with proper identification for contacting businesses. CITY further agrees to continue CONTRACTOR’s authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR’s name on the CITY resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and any audit fee owing to CONTRACTOR has been paid.

**VI. LICENSE, PERMITS, FEES AND ASSESSMENTS**

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the “Permits”) as may be required by law for the performance of the Services. CITY shall assist CONTRACTOR in obtaining such Permits.

## **VII. TERMINATION**

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR may continue to perform Services through the date of termination. Following termination of this Agreement, CITY shall continue to timely pay CONTRACTOR's invoices for Services performed and not paid for prior to termination. Anything to the contrary herein notwithstanding (and without limitation on the foregoing sentence), CITY shall continue to pay to CONTRACTOR the audit fee for tax payments received by CITY after termination of this Agreement from (i) state fund transfers for back quarter reallocations and the first eight consecutive calendar quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration; and (ii) businesses identified by CONTRACTOR pursuant to Section III-B-2 above, to the extent such businesses commence or continue to make increased tax payments during the first 24 months following termination of this Agreement.

## **VIII. INDEPENDENT CONTRACTOR**

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

## **IX. COOPERATIVE AGREEMENT**

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The City of Selma shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

## **X. NON-ASSIGNMENT**

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

## **XI. INSURANCE**

CONTRACTOR shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by CITY, CONTRACTOR shall name the CITY as an additional insured on CONTRACTOR's comprehensive general liability policy and provide a Certificate of Insurance.

1. Worker's Compensation and Employer's Liability. In accordance with applicable law.
2. Comprehensive General Liability. Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
3. Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each accident.
4. Errors and Omissions. In addition to any other insurance required by this Agreement, CONTRACTOR shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.

## **XII. INDEMNIFICATION**

With respect to losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the CITY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CITY).

CITY hereby agrees to protect, defend, indemnify, and hold CONTRACTOR free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from CONTRACTOR's performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by CONTRACTOR arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CONTRACTOR).



Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this paragraph. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the liability of CONTRACTOR or the CITY but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this paragraph.

### **XIII. IRREPARABLE HARM**

CONTRACTOR and CITY each understands and agrees that any breach of this Agreement by either of them may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that such other party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

### **XIV. DISPUTE RESOLUTION**

The Parties agree to make a diligent, good faith attempt to resolve any claim, controversy or dispute arising out of or relating to this Agreement, or concerning the breach or interpretation thereof.

### **XV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions). If any legal action is necessary to enforce or interpret this Agreement, the parties agree that such action shall be brought in the Superior Court for the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California, Western Division. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

## **XVI. ATTORNEYS' FEES**

If any party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys' fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. "Prevailing Party" shall mean and include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

## **XVII. SEVERABILITY; NO WAIVER**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

## **XVIII. NOTICES**

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 120 S. State College Blvd., Suite 200, Brea, CA 92821; and notices to CITY shall be sent to CITY OF SELMA, City Hall, 1710 Tucker Street, Selma, CA 93662.

**XIX. ENTIRE AGREEMENT; ETC.**

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

**XX. COUNTERPARTS; AUTHORITY TO SIGN**

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in their behalf.

CITY:

CONTRACTOR:

CITY OF SELMA

HINDERLITER, DE LLAMAS &  
ASSOCIATES, A California Corporation

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

\_\_\_\_\_  
Andrew Nickerson, President

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
74709	03/26/2020	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 2/25-3/23/20		77,466.36
74710	03/26/2020	Printed	UNITY IT	MDT MANAGED SERVICES-JAN 20		2,490.50
74711	03/26/2020	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE		40.00
74712	03/26/2020	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 2/1-2/29/20	PDSA	27,638.75
74713	03/26/2020	Printed	DAVID VEGA	PICNIC SHELTER REIMBURSEMENT		45.00
74714	03/26/2020	Printed	ROSIE VILLARREAL	PICNIC SHELTER REIMBURSEMENT		45.00
74715	04/10/2020	Printed	A&S PUMP SERVICE	SERVICE SHAFER PARK PUMP		168.00
74716	04/10/2020	Void				
74717	04/10/2020	Void				
74718	04/10/2020	Void				
74719	04/10/2020	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS-MARCH 2020		1,716.39
74720	04/10/2020	Printed	JOANN BANDA	PIONEER VILLAGE REIMBURSEMENT		380.00
74721	04/10/2020	Printed	ROSIE BEJARANO	T-BALL REIMBURSEMENT		50.00
74722	04/10/2020	Printed	MARISA SANCHEZ BENNETT	TARZAN AERIAL TRAINING		150.00
74723	04/10/2020	Printed	LIANA J. BRIGHAM / PICTURE THIS EMBROIDERY	SUMMER CAPS		2,544.70
74724	04/10/2020	Printed	CALIFITNESS INC.	REPLACEMENT PARTS FOR		322.52
74725	04/10/2020	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE REPORT 1/1-3/31/20	R	328.50
74726	04/10/2020	Printed	CALIFORNIA STATE CONTROLLERS	UNCLAIMED PROPERTY		185.86
74727	04/10/2020	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -MARCH 2020		7,615.13
74728	04/10/2020	Printed	LUCIA ACOSTA CARRILLO	PIONEER VILLAGE REIMBURSEMENT		515.00
74729	04/10/2020	Printed	CASCADE FIRE EQUIPMENT COMPANY	TURNOUTS & STATION BOOTS		427.71
74730	04/10/2020	Printed	CENTRAL CALIFORNIA FOOD BANK	PLASTIC BAGS FOR COMMODITIES		46.96
74731	04/10/2020	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		658.66
74732	04/10/2020	Printed	CENTRAL VALLEY LOCK & SAFE INC	INSTALL NEW LOCKS-SHAFER & CITY YARD		927.24
74733	04/10/2020	Printed	BEVERLY CHO	SENIOR MEALS REIMBURSEMENT		675.00
74734	04/10/2020	Printed	CITY OF KINGSBURG	MAINT SCBA FILL STATION		532.34
74735	04/10/2020	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT -JAN/FEB 20		3,304.00
74736	04/10/2020	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES-MAR 20		481.25
74737	04/10/2020	Printed	DALE'S DIESEL INC	EVIDENCE TOW & STORAGE		1,435.00
74738	04/10/2020	Printed	DATAPATH LLC	NETCARE & ON SITE SUPPORT -APRIL 20		11,425.00
74739	04/10/2020	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE REPORT 1/1-3/31/20	R	1,545.72
74740	04/10/2020	Printed	DEPARTMENT OF INDUSTRIAL	OSHA PENALTY		5,000.00
74741	04/10/2020	Printed	JUAN CRUZ DIAZ	BUILDING INSPECTOR SERV-MAR 20		660.00
74742	04/10/2020	Printed	DIVISION OF THE STATE	ADA BUSINESS LICENSE FEE 1/1-3/31/20	R	118.40
74743	04/10/2020	Printed	JOEL A FEDOR / FEDOR PLUMBING	SERVICE PD SEWER LINE		161.70
74744	04/10/2020	Printed	LETICIA FREITAS	T-BALL REIMBURSEMENT		50.00
74745	04/10/2020	Printed	GCS ENVIRONMENTAL EQUIPMENT	2020 TYMCO STREET SWEEPER	PARTIAL G	272,854.76
74746	04/10/2020	Printed	RAY GONZALEZ	SENIOR TRIP REIMBURSEMENT		40.00
74747	04/10/2020	Printed	PHYLLIS HAGEN	SENIOR TRIP REIMBURSEMENT		50.00
74748	04/10/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 3/4/20		3,286.40
74749	04/10/2020	Printed	HEALTHWISE SERVICES, LLC.	KIOSK MEDICAL WASTE SERVICES		150.00
74750	04/10/2020	Printed	TONI HELM	SENIOR TRIP REIMBURSEMENT		145.00
74751	04/10/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		666.81
74752	04/10/2020	Printed	TOMMIE FRED HILL III	PUFFS COSTUME DESIGN		300.00
74753	04/10/2020	Printed	J'S COMMUNICATION INC.	BATTERIES FOR RADIOS		1,215.73
74754	04/10/2020	Printed	KATCH ENVIRONMENTAL INC.	PROGRESS PAYMENT #8 NEW SELMA POLICE STATION 2055 3RD ST	PDSA	536,849.10
74755	04/10/2020	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB-JAN 20		807.88
74756	04/10/2020	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICAL-FD		824.83
74757	04/10/2020	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL SERVICES -FEB 20		13,658.50
74758	04/10/2020	Printed	LISBETH MARTINEZ	CPRS CONFERENCE PARKING REIMB.		93.00
74759	04/10/2020	Printed	METRO UNIFORM	POLICE REVOLVING ACCT	R	241.74
74760	04/10/2020	Printed	METROPOLITAN TRANSPORTATION	COUNCIL PACKET SUBSCRIPTION -PW		1,500.00

**CHECK REGISTER REPORT**

<b>CHECK NUMBER</b>	<b>CHECK DATE</b>	<b>STATUS</b>	<b>VENDOR NAME</b>	<b>CHECK DESCRIPTION</b>	<b>CATEGORY</b>	<b>AMOUNT</b>
74761	04/10/2020	Printed	EDWARD MORENO	T-BALL REIMBURSEMENT		50.00
74762	04/10/2020	Void				
74763	04/10/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		1,416.33
74764	04/10/2020	Printed	STERLING MATTHEW OLIVER	MUSIC DESIGN FOR PUFFS		225.00
74765	04/10/2020	Printed	CORINA PADILLA	T-BALL REIMBURSEMENT		50.00
74766	04/10/2020	Printed	PG&E	UTILITIES-MARCH 2020		274.06
74767	04/10/2020	Printed	RUDY RAMOS	SENIOR TRIP REIMBURSEMENT		145.00
74768	04/10/2020	Printed	MERCEDES ROSALES	T-BALL REIMBURSEMENT		50.00
74769	04/10/2020	Printed	SANDERS SCREEN CRAFT AND DIGITAL	LETTERING FOR AMBULANCE		1,238.27
74770	04/10/2020	Printed	SELMA DISTRICT CHAMBER OF	4TH QTR DUES FY 19/20		3,800.00
74771	04/10/2020	Printed	SUNCREST BANK	KATCH ENVIRONMENTAL RETENTION	PDSA	28,255.21
74772	04/10/2020	Printed	TELEFLEX LLC	MEDICAL SUPPLIES		2,503.92
74773	04/10/2020	Printed	TOMASSIAN, PIMENTAL & SHAPAZIAN	SUBPOENA REIMBURSEMENT	R	275.00
74774	04/10/2020	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES-APRIL 2020		3,500.00
74775	04/10/2020	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING & ANNUAL AR MAINT. AGREEMENT		785.74
74776	04/10/2020	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES-APR 20		2,269.53
74777	04/10/2020	Printed	UNITY IT	MDT MANAGED SERVICES-FEB 20		2,495.50
74778	04/10/2020	Printed	VERIZON WIRELESS	AIRCARDS 2/19-3/18/20		584.68
74779	04/10/2020	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE -MARCH 2020		118,559.46
74780	04/10/2020	Printed	WASTE MANAGEMENT-USA WASTE	CITY CLEAN UP-OCTOBER 2019		5,680.23
74781	04/10/2020	Printed	JORDAN WILLIAMS	HAIR/HEAD OVER HEALS AUDITION		200.00
					<b>TOTAL</b>	<b>1,154,192.37</b>

Grant: G PD State Appropriation: PDSA (457)

Reimbursement: R

## US BANK INVOICE FOR CALCARD CHARGES: 2/25/20-3/23/20

**TRANSACTION**

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	2/25/2020	CHEVRON, FRESNO	FUEL-ACT	269-2100-600.257.000	62.46
CALEB GARCIA	2/27/2020	ALLACORNHOLE, UT	EQUIPMENT-ACT	269-2100-600.350.000	259.00
CALEB GARCIA	2/27/2020	CHEVRON, FRESNO	FUEL-ACT	269-2100-600.257.000	43.15
CALEB GARCIA	3/3/2020	DBA, SANGER	FUEL-ACT	269-2100-600.257.000	61.60
CALEB GARCIA	3/6/2020	DBA, SANGER	FUEL-ACT	269-2100-600.257.000	62.35
CALEB GARCIA	3/9/2020	76, TRAVER	FUEL-ACT	269-2100-600.257.000	64.85
CALEB GARCIA	3/16/2020	CHEVRON, SELMA	FUEL-ACT	269-2100-600.257.000	59.63
CASSY FAIN	2/24/2020	DJI/PAY PAL	DRONE REPAIR	100-2200-600.375.000	148.53
CITY OF SELMA SNG RES 2	2/27/2020	VALERO	PORTERVILLE DETAIL	701-9200-600.257.000	89.90
CITY OF SELMA STATION 1	3/14/2016	HOME DEPOT	MICROWAVE ST. 1	100-2525-600.250.000	75.91
CITY OF SELMA STATION 1	2/24/2020	WALMART	CLEANING SUPPLIES ST 1	100-2525-600.250.000	121.05
CITY OF SELMA STATION 1	2/26/2020	HOME DEPOT	HANGING MATERIAL SIGN ST.1	100-2525-600.250.000	13.17
CITY OF SELMA STATION 1	3/14/2020	WALMART	WATER/GATORADE ST. 1	100-2525-600.250.000	43.50
CITY OF SELMA STATION 1	3/16/2020	HOME DEPOT	EMS ROOM/AMBULANCE	600-2600-600.280.000	128.40
CITY OF SELMA STATION 1	3/16/2020	HOME DEPOT	SAFETY GLASSES (COVID 19)	100-2525-600.250.000	95.33
CITY OF SELMA STATION 2	2/24/2020	HOME DEPOT	SPRINKLER/DUSTING SUPPLIES	100-2525-600.250.000	36.68
CITY OF SELMA STATION 2	2/25/2020	WALMART	STATION 2 SUPPLIES	100-2525-600.250.000	2.99
CITY OF SELMA STATION 2	2/25/2020	WALMART	REFUND	100-2525-600.250.000	(2.99)
CITY OF SELMA STATION 2	2/25/2020	HOME DEPOT	FUEL FOR EQUIPMENT	701-9200-600.257.000	51.29
CITY OF SELMA STATION 2	2/26/2020	WALMART	STATION 1&2 BATH RUGS	100-2525-600.250.000	21.63
CITY OF SELMA STATION 2	3/1/2020	WALMART	BATH RUG/SHOP TOWELS	100-2525-600.250.000	30.66
CITY OF SELMA STATION 2	3/1/2020	HOME DEPOT	SHOWER CADDY	100-2525-600.250.000	62.99
CITY OF SELMA STATION 2	3/18/2020	WALMART	HAND TOWELS	100-2525-600.250.000	21.43
CITY OF SELMA STRKT ENG311	2/26/2020	CHEVRON	FUEL TO L.A.R.R.O	701-9200-600.257.000	23.00
CITY OF SELMA TRAINING DIV	2/27/2020	FRESNO COUNTY FIRE	M. RODRIGUEZ D/O 1A	295-2525-610.915.000	250.00
CITY OF SELMA TRAINING DIV	2/27/2020	FRESNO COUNTY FIRE	M. RODRIGUEZ D/O 1B	295-2525-610.915.000	250.00
CITY OF SELMA TRAINING DIV	3/2/2020	TRAVELODGE	HOTEL ROOM FOR IAAI	100-2500-610.915.000	388.49
CITY OF SELMA TRAINING DIV	3/16/2020	FRESNO COUNTY FIRE	CREDIT DUE TO CANCELLATION	295-2525-610.915.000	(375.00)
CITY OF SELMA TRAINING DIV	3/16/2020	FRESNO COUNTY FIRE	CREDIT DUE TO CANCELLATION	295-2525-610.915.000	(375.00)
CITY OF SELMA TRAINING DIV	3/16/2020	FRESNO COUNTY FIRE	CREDIT DUE TO CANCELLATION	295-2525-610.915.000	(375.00)
CITY OF SELMA TRAINING DIV	3/19/2020	NELSON'S HARDWARE	KEYS & CHAIN	100-2525-600.250.000	26.18
CITY OF SELMA TRAINING DIV	3/21/2020	MERET	EMS SUPPLIES	600-2600-600.280.000	214.45
DAVID LEWIS	2/27/2020	FEDEX OFFICE	CODE ENFORCEMENT MATERIALS PC832	100-3200-600.130.000	45.10
FABIAN URESTI	2/27/2020	ELITE COMMAND TRAINING	FF BILL OF RIGHTS CLASS	100-2525-610.915.000	185.00
FABIAN URESTI	3/2/2020	AMERICAN AMB	ACLS RENEWAL BOOK	100-2525-610.915.000	40.00
FABIAN URESTI	3/9/2020	CVS-FOWLER	CLEANING SUPPLIES (WIPES)	100-2525-600.250.000	39.20
FABIAN URESTI	3/12/2020	WALMART-SELMA	PADLOCK FOR GATE @ TRAINING	100-2525-600.250.000	12.44
FABIAN URESTI	3/12/2020	OPUS SOLUTIONS	COMPUTER FOR AMB 550	600-2600-700.200.000	1,018.65
FABIAN URESTI	3/17/2020	AMAZON	TOUGH PAD -AMB PCR TABLET	600-2600-700.200.000	867.69
FABIAN URESTI	3/17/2020	AMAZON	INSURANCE FOR TOUGH PAD	600-2600-700.200.000	126.99
FINANCE DEPT	3/10/2020	AMAZON	TABLET COVER FOR ACM	100-1600-600.250.000	86.73
FINANCE DEPT	3/17/2020	DNH DOMAIN	DOMAIN HOSTING RENEWAL	704-9600-600.400.000	135.98
FINANCE DEPT	3/19/2020	QUINN POWER RENTAL	GENERATOR RENTAL	100-1600-600.400.000	1,622.58
FINANCE DEPT	3/19/2020	AMAZON	AIR PURIFIER FILTER	100-1600-600.250.000	85.70
GEORGE SIPIN	2/2/2020	O'REILLY AUTO PARTS	RELAY-STOCK	603-5500-600.250.000	58.79

## US BANK INVOICE FOR CALCARD CHARGES: 2/25/20-3/23/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	2/25/2020	WALMART	RESTROOM SUPPLIES	603-5500-600.250.000	14.88
GEORGE SIPIN	2/25/2020	JORGENSEN COMPANY	FIRE EXT ANNUAL MAINT	603-5500-600.400.000	245.81
GEORGE SIPIN	2/25/2020	SAUNDERS AUTOMATIC SERVICE	SERVICE ACCUMULATOR SOLENOID- RT 195	603-5500-600.400.000	1,328.77
GEORGE SIPIN	2/26/2020	COUNTRY TIRE & WHEEL	REPLACE TIRES	603-5500-600.250.000	2,600.05
GEORGE SIPIN	2/26/2020	O'REILLY AUTO PARTS	FILTERS/CLEANER-STOCK	603-5500-600.250.000	304.21
GEORGE SIPIN	2/26/2020	NAPA AUTO PARTS	BATTERY CLEANER-STOCK	603-5500-600.250.000	25.97
GEORGE SIPIN	2/26/2020	NAPA AUTO PARTS	BELTS-STOCK	603-5500-600.250.000	409.95
GEORGE SIPIN	2/27/2020	O'REILLY AUTO PARTS	ACCUMULATOR-CRDT	603-5500-600.250.000	(89.82)
GEORGE SIPIN	2/27/2020	FLEETPRIDE TRUCK & TRAILER PARTS	DRUMS FOR EL DORADO BUS-STOCK	603-5500-600.250.000	1,386.66
GEORGE SIPIN	2/27/2020	NAPA AUTO PARTS	ACCUMULATOR-STOCK	603-5500-600.250.000	32.97
GEORGE SIPIN	2/28/2020	NAPA AUTO PARTS	RELAY-STOCK	603-5500-600.250.000	63.00
GEORGE SIPIN	2/28/2020	O'REILLY AUTO PARTS	IGN WIRE SET/COIL-RT#161	603-5500-600.256.000	311.26
GEORGE SIPIN	2/28/2020	CUMMINS SALES & SERVICE	OUTLET CONNECTION/THERMOSTAT	603-5500-600.250.000	448.63
GEORGE SIPIN	2/28/2020	CREATIVE BUS SALES INC	LED BACK UP LIGHT-STOCK	603-5500-600.250.000	571.68
GEORGE SIPIN	2/28/2020	BASKIN AUTO UPHOLSTERY	WHEELCHAIR RAMP COVER-RT#220	603-5500-600.256.000	242.94
GEORGE SIPIN	2/28/2020	BASKIN AUTO UPHOLSTERY	CUSHIONS - RT#146	603-5500-600.256.000	473.93
GEORGE SIPIN	2/29/2020	NEWEGG	SURVEILLANCE HARD DISK DRIVE	603-5500-600.250.000	146.81
GEORGE SIPIN	2/29/2020	WALMART	CLEANER/DRINKING WATER	603-5500-600.250.000	36.93
GEORGE SIPIN	3/2/2020	CUMMINS SALES & SERVICE	THERMOSTAT -CRDT	603-5500-600.250.000	(331.91)
GEORGE SIPIN	3/2/2020	CUMMINS SALES & SERVICE	THERMOSTAT -CRDT	603-5500-600.250.000	(66.38)
GEORGE SIPIN	3/2/2020	WALMART	DISINFECTANT FOR BUSES-COVID19	603-5500-600.250.000	109.10
GEORGE SIPIN	3/2/2020	SAFETY-KLEEN SYSTEMS INC	SERVICE PETROLEUM	603-5500-600.400.000	1,450.90
GEORGE SIPIN	3/2/2020	CUMMINS SALES & SERVICE	DEDUCTIBLE-CHARGED IN ERROR, FLEET	603-5500-600.400.000	237.00
GEORGE SIPIN	3/2/2020	CUMMINS SALES & SERVICE	DEDUCTIBLE-CHARGED IN ERROR, FLEET	603-5500-600.400.000	100.00
GEORGE SIPIN	3/2/2020	CUMMINS SALES & SERVICE	MISC SUPPLIES-STOCK	603-5500-600.250.000	49.26
GEORGE SIPIN	3/2/2020	CUMMINS SALES & SERVICE	MISC SUPPLIES-STOCK	603-5500-600.250.000	145.53
GEORGE SIPIN	3/2/2020	CUMMINS SALES & SERVICE	MISC SUPPLIES-STOCK	603-5500-600.250.000	247.20
GEORGE SIPIN	3/2/2020	CUMMINS SALES & SERVICE	THERMOSTAT- CREDIT	603-5500-600.250.000	(331.91)
GEORGE SIPIN	3/2/2020	CUMMINS SALES & SERVICE	THERMOSTAT-STOCK	603-5500-600.250.000	208.99
GEORGE SIPIN	3/2/2020	NAPA AUTO PARTS	HYDRAULIC FILTER-STOCK	603-5500-600.250.000	87.73
GEORGE SIPIN	3/3/2020	CUMMINS SALES & SERVICE	CRDT - FLEET INVOICE	603-5500-600.400.000	(337.00)
GEORGE SIPIN	3/3/2020	NELSON'S ACE HARDWARE	BIT DRILLS/SCREWS-STOCK	603-5500-600.250.000	62.36
GEORGE SIPIN	3/3/2020	AVS	PIPE CONNECTOR-STOCK	603-5500-600.250.000	146.85
GEORGE SIPIN	3/4/2020	O'REILLY AUTO PARTS	BATTERY/ANTIFREEZE-STOCK	603-5500-600.250.000	307.88
GEORGE SIPIN	3/4/2020	O'REILLY AUTO PARTS	OIL/AIR FILTERS, OIL-STOCK	603-5500-600.250.000	988.08
GEORGE SIPIN	3/4/2020	NAPA AUTO PARTS	DISC PADS-STOCK	603-5500-600.256.000	323.18
GEORGE SIPIN	3/5/2020	LIBERTY CHEVROLET	RIBBED FASTENER-STOCK	603-5500-600.250.000	21.59
GEORGE SIPIN	3/5/2020	O'REILLY AUTO PARTS	BATTERY-STOCK	603-5500-600.256.000	234.76
GEORGE SIPIN	3/5/2020	O'REILLY AUTO PARTS	WATER PUMP/BATTERY-RT #171	603-5500-600.256.000	261.44
GEORGE SIPIN	3/5/2020	O'REILLY AUTO PARTS	COOLANT HOSE/THERMOSTAT-RT#171	603-5500-600.256.000	54.24
GEORGE SIPIN	3/5/2020	AMAZON	BASE FOR DVR UNIT-STOCK	603-5500-600.250.000	75.92
GEORGE SIPIN	3/5/2020	NAPA AUTO PARTS	WATER PUMP GASKET-RT#171	603-5500-600.256.000	10.72
GEORGE SIPIN	3/6/2020	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	2,349.94
GEORGE SIPIN	3/6/2020	SAFETY-KLEEN SYSTEMS INC	PETROLEUM SERVICE	603-5500-600.400.000	662.94
GEORGE SIPIN	3/6/2020	SAFETY-KLEEN SYSTEMS INC	RECYCLE OIL/COOLANT	603-5500-600.400.000	25.00

## US BANK INVOICE FOR CALCARD CHARGES: 2/25/20-3/23/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	3/6/2020	SAFETY-KLEEN SYSTEMS INC	RECYCLE COOLANT	603-5500-600.400.000	10.00
GEORGE SIPIN	3/6/2020	O'REILLY AUTO PARTS	ANTIFREEZE	603-5500-600.250.000	84.55
GEORGE SIPIN	3/6/2020	LES SCHWAB TIRES	2 NEW TIRES-STOCK	603-5500-600.250.000	262.88
GEORGE SIPIN	3/9/2020	NAPA AUTO PARTS	LAMPS-STOCK	603-5500-600.250.000	115.53
GEORGE SIPIN	3/9/2020	NAPA AUTO PARTS	MASK/W VALVE	603-5500-600.250.000	19.40
GEORGE SIPIN	3/9/2020	NAPA AUTO PARTS	WINDSHIELD WASH FLUID	603-5500-600.250.000	38.53
GEORGE SIPIN	3/9/2020	LES SCHWAB TIRES	STOCK TIRES	603-5500-600.250.000	278.04
GEORGE SIPIN	3/10/2020	COUNTRY TIRE & WHEEL	STOCK TIRES	603-5500-600.250.000	213.03
GEORGE SIPIN	3/10/2020	NAPA AUTO PARTS	NITRILE GLOVES	603-5500-600.250.000	34.67
GEORGE SIPIN	3/11/2020	NAPA AUTO PARTS	D SWITCHES-RT#206	603-5500-600.256.000	175.13
GEORGE SIPIN	3/11/2020	NAPA AUTO PARTS	SWITCHES-STOCK	603-5500-600.250.000	109.34
GEORGE SIPIN	3/11/2020	NAPA AUTO PARTS	TEE CONNECTORS-STOCK	603-5500-600.250.000	15.51
GEORGE SIPIN	3/11/2020	MICHAEL AUTOMOTIVE CENTER	CONNECTOR - STOCK	603-5500-600.256.000	56.65
GEORGE SIPIN	3/12/2020	NAPA AUTO PARTS	TEE CONNECTORS-STOCK	603-5500-600.250.000	24.28
GEORGE SIPIN	3/12/2020	O'REILLY AUTO PARTS	MAP SENSOR-RT154 CRDT	603-5500-600.256.000	(109.54)
GEORGE SIPIN	3/12/2020	O'REILLY AUTO PARTS	MAP SENSOR-RT154	603-5500-600.256.000	109.54
GEORGE SIPIN	3/12/2020	O'REILLY AUTO PARTS	MAP SENSOR-STOCK	603-5500-600.250.000	74.32
GEORGE SIPIN	3/12/2020	NAPA AUTO PARTS	PRESSURE SENSOR-STOCK CRDT	603-5500-600.256.000	(43.64)
GEORGE SIPIN	3/12/2020	NAPA AUTO PARTS	MAP SENSOR-STOCK	603-5500-600.256.000	111.49
GEORGE SIPIN	3/12/2020	NAPA AUTO PARTS	IDLER PULLEYS-STOCK	603-5500-600.256.000	301.51
GEORGE SIPIN	3/12/2020	NAPA AUTO PARTS	FUEL LINE CONNECTOR ASST	603-5500-600.250.000	97.62
GEORGE SIPIN	3/12/2020	MICHAEL AUTOMOTIVE CENTER	CONNECTORS-STOCK	603-5500-600.250.000	283.27
GEORGE SIPIN	3/12/2020	MICHAEL AUTOMOTIVE CENTER	HOSE-RT#175	603-5500-600.256.000	23.75
GEORGE SIPIN	3/13/2020	NAPA AUTO PARTS	OIL PRESSURE SWITCH	603-5500-600.256.000	91.33
GEORGE SIPIN	3/13/2020	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.250.000	48.16
GEORGE SIPIN	3/13/2020	MICHAEL AUTOMOTIVE CENTER	PIPE-RT#175	603-5500-600.256.000	96.16
GEORGE SIPIN	3/13/2020	NELSON'S ACE HARDWARE	HARDWARE/CUT KEY	603-5500-600.250.000	53.42
GEORGE SIPIN	3/16/2020	FRONTIER FASTENERS	MISC SUPPLIES-STOCK	603-5500-600.250.000	45.43
GEORGE SIPIN	3/16/2020	AVANSTAR COMMUNICATIONS	STUDY GUIDES FOR ASE CERT	603-5500-600.400.000	243.46
GEORGE SIPIN	3/16/2020	NAPA AUTO PARTS	DISC PADS, CONTROL ARMS-STOCK	603-5500-600.250.000	757.20
GEORGE SIPIN	3/16/2020	MICHAEL AUTOMOTIVE CENTER	SENSORS-RT#151	603-5500-600.256.000	311.51
GEORGE SIPIN	3/17/2020	O'REILLY AUTO PARTS	AIR FILTERS/ANTIFREEZE	603-5500-600.250.000	157.34
GEORGE SIPIN	3/17/2020	QUALITY ALIGNMENT	FRONT END ALIGNMENT-RT#179	603-5500-600.400.000	85.00
GEORGE SIPIN	3/17/2020	NAPA AUTO PARTS	SHOCKS-STOCK	603-5500-600.250.000	376.78
GEORGE SIPIN	3/17/2020	HOME DEPOT	BAIT TRAY	603-5500-600.250.000	21.66
GEORGE SIPIN	3/18/2020	O'REILLY AUTO PARTS	PRIMER/COLORMAXX-STOCK	603-5500-600.250.000	22.30
GEORGE SIPIN	3/18/2020	FRESNO WIRE ROPE & RIGGING	TOW CABLES	603-5500-600.250.000	168.74
GEORGE SIPIN	3/18/2020	MICHAEL AUTOMOTIVE CENTER	SENSORS-RT#151	603-5500-600.256.000	311.51
GEORGE SIPIN	3/19/2020	HOME DEPOT	SPRAY BOTTLES	603-5500-600.250.000	21.37
KELLI TELLEZ	2/25/2020	OFFICE DEPOT	OFFICE SUPPLIES	100-2525-600.250.000	140.24
KELLI TELLEZ	3/11/2020	ELITE COMMAND TRAINING	FIRE OFFICER 3 CLASS -ANTHONY RIVAS	100-2550-610.915.000	355.00
KELLI TELLEZ	3/12/2020	WALMART	OFFICE SUPPLIES	100-2525-600.250.000	11.53
KELLI TELLEZ	3/16/2020	AMAZON	OFFICE SUPPLIES	100-2525-600.250.000	20.59
KELLI TELLEZ	3/18/2020	AMERICAN FLOOR MATS	SANITIZING FLOOR MATS (COVID 19)	100-2525-600.250.000	204.80
KELLI TELLEZ	3/19/2020	HAIX	STATION BOOTS - DAKOTA GORDON	100-2500-600.300.000	200.00



## US BANK INVOICE FOR CALCARD CHARGES: 2/25/20-3/23/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
KELLI TELLEZ	3/19/2020	HAIX	STATION BOOTS -DAKOTA GORDON	100-0000-123.010.000	34.95
KELLI TELLEZ	3/19/2020	UNITED MARKET	BLEACH (COVID 19)	100-2525-600.250.000	3.89
MATTHEW HUGHES	3/6/2020	VARDA	VARDA ALARM REPLACEMENT PARTS	100-2100-600.250.000	155.37
MIKAL KIRCHNER	2/25/2020	NELSON'S HARDWARE	SR CENTER EXISTING WORE OUT	100-4100-600.400.000	2.92
MIKAL KIRCHNER	2/27/2020	HOME DEPOT	SR CENTER FOOD STORAGE SHELF BROKE	100-4500-600.250.000	14.39
MIKAL KIRCHNER	2/28/2020	NELSON'S HARDWARE	REPAIR ARTS CENTER VACUUM	100-4300-600.250.000	90.06
MIKAL KIRCHNER	3/2/2020	WALMART	PARK BASKETBALL NETS	100-4700-600.250.000	18.76
MIKAL KIRCHNER	3/3/2020	ALL STAR TENNIS COURT	BRENTLINGER COURT NET REPLACEMENT	100-4700-600.400.000	271.34
MIKAL KIRCHNER	3/4/2020	NELSON'S HARDWARE	BALLFIELD DUGOUTS TRASH CANS	100-4700-600.400.000	123.60
MIKAL KIRCHNER	3/4/2020	NELSON'S HARDWARE	TRASH CANS 10% NOT CREDITED	100-4700-600.400.000	(123.60)
MIKAL KIRCHNER	3/4/2020	NELSON'S HARDWARE	BALLFIELD DUGOUTS TRASH CANS	100-4700-600.400.000	111.24
MIKAL KIRCHNER	3/4/2020	NELSON'S HARDWARE	BALLFIELD LANDSCAPE RAKE INFIELDS	100-4700-600.250.000	48.80
MIKAL KIRCHNER	3/12/2020	SHELL OIL	KIRCHNER CONFERENCE GAS	100-4100-610.920.000	57.25
MIKAL KIRCHNER	3/12/2020	HYATT REGENCY LONG BEACH	KIRCHNER CPRS CONFERENCE	100-4100-610.920.000	646.17
MIKAL KIRCHNER	3/13/2020	HYATT REGENCY LONG BEACH	MARTINEZ CPRS CONFERENCE	100-4700-610.920.000	777.42
MYRON DYCK	3/2/2020	SPIKE & RAIL /LEGENDS	MEETING WITH CHIEF	100-2100-600.250.000	90.49
MYRON DYCK	3/16/2020	DOLLAR TREE	CLEANING SUPPLIES (COVID 19)	100-2100-600.250.000	9.86
MYRON DYCK	3/16/2020	HOME DEPOT	CLEANING SUPPLIES (COVID 19)	100-2100-600.250.000	14.22
MYRON DYCK	3/18/2020	SELMA NISSAN	REPAIR UNIT 266	701-9200-600.457.000	400.00
MYRON DYCK	3/23/2020	AMAZON	SPRAY BOTTLES FOR CLEANING	100-2100-600.250.000	26.02
NESTOR GALVAN	2/24/2020	O'REILLY AUTO PARTS	FUEL CAP -UNIT#213	701-9200-600.256.000	6.89
NESTOR GALVAN	2/24/2020	NELSON'S HARDWARE	FILTERS, SERVICE KITS (2 CYCLES) -STOCK	701-9200-600.250.000	636.16
NESTOR GALVAN	2/25/2020	SAFETY-KLEEN	LUBES & OILS -STOCK	701-9200-600.254.000	2,869.96
NESTOR GALVAN	2/25/2020	O'REILLY AUTO PARTS	BALL MOUNT/CLIPS -STOCK	701-9200-600.256.000	72.65
NESTOR GALVAN	2/25/2020	O'REILLY AUTO PARTS	BATTERY -UNIT#181	701-9200-600.256.000	164.28
NESTOR GALVAN	2/25/2020	CAMACHO TIRES	4 NEW TIRES -UNIT#725	701-9200-600.255.000	1,245.00
NESTOR GALVAN	2/26/2020	O'REILLY AUTO PARTS	CAPSULE -UNIT#176	701-9200-600.256.000	9.26
NESTOR GALVAN	2/26/2020	A-OKAY AUTO BODY SHOP	REPAIR PANEL/PAINT -UNIT#502	701-9200-600.457.000	631.37
NESTOR GALVAN	2/26/2020	NAPA AUTO PARTS	FILTER FOR 2 CYCLES -STOCK	701-9200-600.250.000	65.19
NESTOR GALVAN	2/27/2020	AMAZON	HEADLIGHT BULBS -STOCK	701-9200-600.250.000	207.96
NESTOR GALVAN	2/27/2020	O'REILLY AUTO PARTS	2PK -KEYLESS -UNIT#725	701-9200-600.256.000	8.67
NESTOR GALVAN	2/27/2020	CAMACHO TIRES	ALIGNMENT/BALANCE -UNIT#723	701-9200-600.457.000	150.00
NESTOR GALVAN	2/27/2020	CAMACHO TIRES	NEW TIRE -UNIT#1004	701-9200-600.255.000	310.00
NESTOR GALVAN	2/27/2020	CAMACHO TIRES	INSTALL REAR BRAKE PADS/ROTORS -UNIT#187	701-9200-600.457.000	120.00
NESTOR GALVAN	2/27/2020	FAST UNDERCAR	ROTORS & PADS -UNIT#187	701-9200-600.256.000	223.10
NESTOR GALVAN	2/27/2020	FAST UNDERCAR	MOUNT THERMOSTAT -UNIT#184	701-9200-600.256.000	376.07
NESTOR GALVAN	2/28/2020	TIFCO INDUSTRIES	LOCKOUT STATION -CARGO STRAPS	701-9200-600.250.000	594.78
NESTOR GALVAN	2/28/2020	NAPA AUTO PARTS	TRACS BILLING -JANUARY	701-9200-600.400.000	169.00
NESTOR GALVAN	2/28/2020	O'REILLY AUTO PARTS	TRAI HITCH/BALL/LOCK -UNIT#727	701-9200-600.256.000	545.59
NESTOR GALVAN	2/28/2020	O'REILLY AUTO PARTS	BATTERY -UNIT#224	701-9200-600.256.000	161.65
NESTOR GALVAN	2/28/2020	CAMACHO TIRES	INSTALL BATTERY -UNIT#224	701-9200-600.400.000	40.00
NESTOR GALVAN	2/28/2020	CAMACHO TIRES	4 NEW TIRES -UNIT#224	701-9200-600.255.000	860.00
NESTOR GALVAN	3/1/2020	AMAZON	HEADLIGHT BULBS -UNIT#3511	701-9200-600.256.000	78.73
NESTOR GALVAN	3/2/2020	O'REILLY AUTO PARTS	LOCK -CREDIT	701-9200-600.256.000	(43.37)
NESTOR GALVAN	3/2/2020	O'REILLY AUTO PARTS	HITCH PIN -STOCK	701-9200-600.256.000	5.63

## US BANK INVOICE FOR CALCARD CHARGES: 2/25/20-3/23/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	3/2/2020	O'REILLY AUTO PARTS	O/C MOUNT SET -UNIT#725	701-9200-600.256.000	9.34
NESTOR GALVAN	3/2/2020	NAPA AUTO PARTS	DUST MASK	701-9200-600.250.000	45.01
NESTOR GALVAN	3/3/2020	CUMMINS SALES & SERVICE	SERVICE UNIT #8510 -DEDUCTIBLE	701-9200-600.457.000	100.00
NESTOR GALVAN	3/3/2020	CUMMINS SALES & SERVICE	SERVICE UNIT#8510	701-9200-600.457.000	237.00
NESTOR GALVAN	3/3/2020	CAMACHO TIRES	PAIR FLAT -UNIT# 721	701-900-600.400.000	15.00
NESTOR GALVAN	3/3/2020	TORRES TINTING	TINT WINDOW -UNIT#313	701-9200-600.400.000	190.00
NESTOR GALVAN	3/3/2020	NAPA AUTO PARTS	STARTER FLUID -UNIT#172	701-9200-600.256.000	3.24
NESTOR GALVAN	3/4/2020	FORTNER'S AUTO SERVICE	TOW UNIT#170	701-9200-600.458.000	60.00
NESTOR GALVAN	3/4/2020	O'REILLY AUTO PARTS	NITRILE GLOVES	701-9200-600.250.000	60.70
NESTOR GALVAN	3/4/2020	O'REILLY AUTO PARTS	AC HOSE ASSEMBLY -UNIT#172	701-9200-600.256.000	123.64
NESTOR GALVAN	3/4/2020	CAMACHO TIRES	4 NEW TIRES -UNIT#172	701-9200-600.255.000	960.00
NESTOR GALVAN	3/5/2020	O'REILLY AUTO PARTS	AC HOSE ASSEMBLY -CREDIT	701-9200-600.256.000	(100.00)
NESTOR GALVAN	3/5/2020	O'REILLY AUTO PARTS	RELAYS -UNIT#170 CREDIT	701-9200-600.256.000	(7.24)
NESTOR GALVAN	3/5/2020	O'REILLY AUTO PARTS	AC HOSE ASSEMBLY - UNIT#172	701-9200-600.256.000	100.00
NESTOR GALVAN	3/5/2020	O'REILLY AUTO PARTS	MULTI RELAY - UNIT #172	701-9200-600.256.000	24.55
NESTOR GALVAN	3/5/2020	FAST UNDERCAR	TIE ROD ENDS/MOUNTS - UNIT #190	701-9200-600.256.000	363.86
NESTOR GALVAN	3/5/2020	NAVA BROTHER'S AUTO DETAILING	DETAIL UNIT #313	701-9200-600.400.000	185.40
NESTOR GALVAN	3/5/2020	NAVA BROTHER'S AUTO DETAILING	DETAIL SUPPLIES	701-9200-600.250.000	115.11
NESTOR GALVAN	3/6/2020	O'REILLY AUTO PARTS	ACCESS RELAY -CRDT	701-9200-600.250.000	(17.31)
NESTOR GALVAN	3/6/2020	A-OKAY AUTO BODY SHOP	REPAIR LFT DOOR - UNIT #718	701-9200-600.457.000	100.00
NESTOR GALVAN	3/6/2020	NAPA AUTO PARTS	HINGE PIN-UNIT #718	701-9200-600.256.000	82.42
NESTOR GALVAN	3/6/2020	NAPA AUTO PARTS	COMBO BALL JOINT - UNIT #727	701-9200-600.256.000	35.40
NESTOR GALVAN	3/6/2020	CAMACHO TIRES	REPAIR FLAT TIRES- UNIT #1315	701-9200-600.400.000	50.00
NESTOR GALVAN	3/6/2020	SWANSON-FAHRNEY FORD	SERVICE BRAKES/ROTORS-UNIT #1003	701-9200-600.457.000	502.54
NESTOR GALVAN	3/6/2020	SWANSON-FAHRNEY FORD	OIL CHANGE-UNIT #1003	701-9200-600.457.000	57.22
NESTOR GALVAN	3/6/2020	SWANSON-FAHRNEY FORD	ANTI-FREEZE-STOCK	701-9200-600.250.000	123.66
NESTOR GALVAN	3/6/2020	FIRE APPARATUS SOLUTIONS	900 FLUSH LED SCENE-UNIT #8510	701-9200-600.256.000	983.49
NESTOR GALVAN	3/9/2020	BOSCH	SOFTWARE UPDATE FOR SCANNER	701-9200-600.400.000	795.00
NESTOR GALVAN	3/9/2020	CAMACHO TIRES	2 NEW TIRES - UNIT #173	701-9200-600.255.000	480.00
NESTOR GALVAN	3/9/2020	CAMACHO TIRES	4 NEW TIRES - UNIT #727	701-9200-600.255.000	1,135.00
NESTOR GALVAN	3/9/2020	ISAAC'S AUTOMOTIVE REPAIR	SERVICE COMBINATION SWITCH-UNIT #717	701-9200-600.457.000	298.64
NESTOR GALVAN	3/10/2020	O'REILLY AUTO PARTS	CONTROL ARM ASSY-UNIT 190	701-9200-600.256.000	238.25
NESTOR GALVAN	3/10/2020	O'REILLY AUTO PARTS	HEAD LAMP - UNIT #722	701-9200-600.256.000	144.68
NESTOR GALVAN	3/10/2020	CAMACHO TIRES	SERVICE MOTOR MNT/CONTROL ARMS-UNIT #190	701-9200-600.457.000	510.00
NESTOR GALVAN	3/10/2020	SNAP-ON INDUSTRIAL	AIR HAMMER, WIRE KIT-STOCK	701-9200-600.250.000	778.62
NESTOR GALVAN	3/10/2020	SNAP-ON INDUSTRIAL	AIR HAMMER, IMP WRENCH-STOCK	701-9200-600.250.000	880.18
NESTOR GALVAN	3/11/2020	NAPA AUTO PARTS	SEAL-STOCK	701-9200-600.250.000	2.44
NESTOR GALVAN	3/12/2020	CUMMINS SALES & SERVICE	SERVICE WATER PUMP-UNIT #8510	701-9200-600.457.000	394.49
NESTOR GALVAN	3/12/2020	SWANSON-FAHRNEY FORD	OIL CHANGE-UNIT #196	701-9200-600.457.000	57.22
NESTOR GALVAN	3/12/2020	SWANSON-FAHRNEY FORD	SERVICE COOLANT LEAK-UNIT #184	701-9200-600.457.000	187.02
NESTOR GALVAN	3/12/2020	NAFA FLEET MANAGEMENT	CAFM WEBINAR	701-9200-600.400.000	179.00
NESTOR GALVAN	3/13/2020	O'REILLY AUTO PARTS	TENSIONER-CRDT	701-9200-600.250.000	(45.34)
NESTOR GALVAN	3/13/2020	O'REILLY AUTO PARTS	TENSIONER	701-9200-600.250.000	45.34
NESTOR GALVAN	3/13/2020	NELSON'S POWER CENTER	SERVICE EDGER - UNIT #4409	701-9200-600.375.000	42.50
NESTOR GALVAN	3/13/2020	NELSON'S POWER CENTER	SERVICE EDGER - UNIT #4408	701-9200-600.375.000	114.30

## US BANK INVOICE FOR CALCARD CHARGES: 2/25/20-3/23/20

**TRANSACTION**

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	3/13/2020	NELSON'S POWER CENTER	SERVICE EDGER - UNIT #4410	701-9200-600.375.000	280.11
NESTOR GALVAN	3/13/2020	NELSON'S POWER CENTER	SERVICE 2 CYCLE CHAIN SAW	701-9200-600.375.000	338.93
NESTOR GALVAN	3/16/2020	AMC INC	CONEJET TIP BRASS EXTENSION WAND	701-9200-600.250.000	86.49
NESTOR GALVAN	3/16/2020	TIFCO INDUSTRIES	STORAGE EQUIP BOXES FOR SUPPLIES	701-9200-600.250.000	322.16
NESTOR GALVAN	3/16/2020	O'REILLY AUTO PARTS	CLAMP PLIERS/PIC SET	701-9200-600.305.000	19.50
NESTOR GALVAN	3/16/2020	O'REILLY AUTO PARTS	RESPIRATORS	701-9200-600.250.000	20.18
NESTOR GALVAN	3/16/2020	THE MOWER'S EDGE	SERVICE UNIT #3205	701-9200-600.375.000	4,588.85
NESTOR GALVAN	3/16/2020	THE MOWER'S EDGE	2 CYCLE FUEL	701-9200-600.375.000	410.09
NESTOR GALVAN	3/16/2020	NAPA AUTO PARTS	HALOGEN SEALED BEAMS-UNIT #8510	701-9200-600.256.000	11.55
NESTOR GALVAN	3/17/2020	O'REILLY AUTO PARTS	DEF/CARGO BAR-STOCK	701-9200-600.250.000	162.59
NESTOR GALVAN	3/17/2020	ROADLINE PRODUCTS INC	SPRAY PAINT GUNS & ADAPTERS- #806	701-9200-600.250.000	1,392.45
NESTOR GALVAN	3/18/2020	O'REILLY AUTO PARTS	FILTERS/BEAMS-UNIT #266	701-9200-600.256.000	29.23
NESTOR GALVAN	3/18/2020	O'REILLY AUTO PARTS	FILTERS-UNIT #266	701-9200-600.256.000	3.61
NESTOR GALVAN	3/18/2020	O'REILLY AUTO PARTS	TRANSMISSION FLUID-UNIT #266	701-9200-600.254.000	47.69
NESTOR GALVAN	3/19/2020	O'REILLY AUTO PARTS	WIPER BLADES-UNIT #227 CRDT	701-9200-600.256.000	(2.16)
NESTOR GALVAN	3/19/2020	SAFETY-KLEEN SYSTEMS	OIL RECOVERY FEE	701-9200-600.400.000	17.89
NESTOR GALVAN	3/19/2020	O'REILLY AUTO PARTS	AIR/OIL FILTERS, WIPER BLADES-STOCK	701-9200-600.250.000	62.24
NESTOR GALVAN	3/19/2020	FAST UNDERCAR	BRAKES & ROTORS-UNIT #227	701-9200-600.256.000	210.38
NESTOR GALVAN	3/20/2020	ELBERT DISTRIBUTING INC	CVT FLUID-STOCK	701-9200-600.254.000	277.09
NESTOR GALVAN	3/22/2020	AMAZON	HEADLIGHT BULBS - UNIT 9005	701-9200-600.256.000	199.56
NESTOR GALVAN	0/17/2020	TIFCO INDUSTRIES	RESPIRATORS	701-9200-600.250.000	116.62
NICOLETTE ANDERSEN	2/24/2020	MUSICAL THEATER INTERN	PRODUCTION PRO FOR LITTLE SHOP	605-4300-656.540.039	199.00
NICOLETTE ANDERSEN	2/26/2020	POLL EVERYWHERE INC	POLL FOR SAC	605-4300-600.400.000	79.00
NICOLETTE ANDERSEN	2/27/2020	AMAZON	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	10.84
NICOLETTE ANDERSEN	2/27/2020	AMAZON	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	67.63
NICOLETTE ANDERSEN	2/27/2020	BACKDROPS BEAUTIFUL	SEUSS -COSTUMES/PROPS	100-4300-600.400.000	759.32
NICOLETTE ANDERSEN	2/27/2020	FIGURE 53	PUFFS -QLAB LICENSE	605-4300-656.540.035	12.00
NICOLETTE ANDERSEN	2/28/2020	AMAZON	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	50.89
NICOLETTE ANDERSEN	2/28/2020	WALMART	PUFFS -SNACK BAR	605-4300-656.540.035	86.33
NICOLETTE ANDERSEN	2/28/2020	WALMART	PUFFS -SNACK BAR	605-4300-656.540.035	52.62
NICOLETTE ANDERSEN	2/28/2020	BATTERIES PLUS	PUFFS MIC BATTERIES	605-4300-656.540.035	104.95
NICOLETTE ANDERSEN	2/28/2020	PARTY CITY	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	35.52
NICOLETTE ANDERSEN	3/1/2020	AMAZON	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	7.66
NICOLETTE ANDERSEN	3/1/2020	AMAZON	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	67.36
NICOLETTE ANDERSEN	3/1/2020	LITTLE CAESARS	PUFFS -STRIKE	605-4300-656.540.035	45.49
NICOLETTE ANDERSEN	3/1/2020	THE HOME DEPOT	SEUSS -SET SUPPLIES	100-4300-600.250.000	184.04
NICOLETTE ANDERSEN	3/2/2020	AMAZON	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	7.66
NICOLETTE ANDERSEN	3/2/2020	AMAZON	SAC -HAZER FLUID RETURN	605-4300-600.250.000	(22.91)
NICOLETTE ANDERSEN	3/2/2020	WALMART	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	6.72
NICOLETTE ANDERSEN	3/2/2020	WALMART	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	8.59
NICOLETTE ANDERSEN	3/4/2020	FIGURE 53	SEUSS -QLAB LICENSE	100-4300-600.250.000	24.00
NICOLETTE ANDERSEN	3/5/2020	WALMART	SEUSS -COSTUMES/PROPS	100-4300-600.250.000	93.01
NICOLETTE ANDERSEN	3/6/2020	BATTERIES PLUS	SEUSS -MIC BATTERIES	100-4300-600.250.000	209.90
NICOLETTE ANDERSEN	3/6/2020	WALMART	SEUSS -SNACK BAR	100-4300-600.250.000	132.64
NICOLETTE ANDERSEN	3/8/2020	WALMART	SEUSS -SNACK BAR	100-4300-600.250.000	47.03

## US BANK INVOICE FOR CALCARD CHARGES: 2/25/20-3/23/20

**TRANSACTION**

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	3/9/2020	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	3/9/2020	RITE AID	SEUSS -AST PARTY SUPPLIES	100-4300-600.250.000	10.00
NICOLETTE ANDERSEN	3/9/2020	OFFICE DEPOT	SEUSSICAL CAST PHOTOS	100-4300-600.250.000	30.77
NICOLETTE ANDERSEN	3/9/2020	LITTLE CAESARS	SEUSS -CAST PARTY	100-4300-600.250.000	71.51
NICOLETTE ANDERSEN	3/18/2020	AMAZON	SEUSS -RETURN OF SUPPLIES	100-4300-600.250.000	(7.66)
NICOLETTE ANDERSEN	3/22/2020	SIGN UP GENIUS	HAIR -AUDITION SIGN UPS	605-4300-656.540.038	24.99
POLICE DEPT NO 1	2/24/2020	LYNN PEAVEY	EVIDENCE SUPPLIES NIK KITS AND BOXES	100-2200-600.250.000	1,127.04
POLICE DEPT NO 1	2/24/2020	DASH MEDICAL	GLOVES FOR OFFICERS	100-2200-600.250.000	520.04
POLICE DEPT NO 1	2/24/2020	AMAZON	HAND SANITIZER FOR OFFICERS	100-2200-600.250.000	57.77
POLICE DEPT NO 1	2/24/2020	AMAZON	ANTISEPTIC TOWELLETES	100-2200-600.250.000	23.40
POLICE DEPT NO 1	2/24/2020	AMAZON	PROPERTY SUPPLIES	100-2100-600.250.000	73.71
POLICE DEPT NO 1	2/26/2020	AMAZON	THUMB DRIVES FOR OFFICERS	100-2200-600.250.000	69.40
POLICE DEPT NO 1	2/26/2020	AMAZON	SUPPLIES FOR PD	100-2200-600.250.000	409.59
POLICE DEPT NO 1	2/26/2020	AMAZON	WRISTBANDS FOR PROPERTY TECH	100-2100-600.250.000	6.02
POLICE DEPT NO 1	3/3/2020	SAFARILAND	DUTY HOLSTERS	100-2200-600.250.000	1,223.06
POLICE DEPT NO 1	3/4/2020	GALLS	CPR MASKS AND TASER HOLSTERS	100-2200-600.250.000	369.09
POLICE DEPT NO 1	3/9/2020	AMAZON	PHLEBOTOMIST SUPPLIES	100-2200-600.250.000	16.00
POLICE DEPT NO 2	2/25/2020	ELM AVE FEED	K9 FOOD	100-2200-600.250.000	68.33
POLICE DEPT NO 2	3/15/2020	PETCO	K9 FOOD	100-2200-600.250.000	124.19
RECREATION DEPT	2/24/2020	FOOD 4 LESS	SODAS FOR RESELL	100-4200-600.250.000	119.27
RECREATION DEPT	2/27/2020	SMART AND FINAL	KITCHEN PANTRY SUPPLIES	100-4200-600.250.000	146.75
RECREATION DEPT	3/4/2020	SMART AND FINAL	ICE CREAM FOR RIBBON CUTTING	100-4100-600.250.000	44.95
RECREATION DEPT	3/4/2020	SMART AND FINAL	ICE CREAM FOR ST PATRICK'S DAY	805-0000-226.200.000	19.99
RECREATION DEPT	3/5/2020	WALMART	CUPS/BOWLS/CUTLERY FOR LUNCH	100-4200-600.250.000	11.21
RECREATION DEPT	3/5/2020	DOLLAR TREE	WIPES/CUPS/BEACH BALLS	100-4200-600.250.000	17.46
RECREATION DEPT	3/5/2020	WALMART	CANDY FOR TRIPS	805-0000-226.000.000	29.64
RECREATION DEPT	3/8/2020	PARTY CITY	CUPS FOR ST PATRICK'S DAY	805-0000-226.200.000	10.71
RECREATION DEPT	3/9/2020	CRESCO RESCO	WHEEL FOR STEAMTABLE	805-0000-226.200.000	85.30
RECREATION DEPT	3/9/2020	WALMART	LUNCH PLATES	100-4200-600.250.000	18.58
RECREATION DEPT	3/9/2020	SMART AND FINAL	CUPS/KITCHEN SUPPLIES	100-4200-600.250.000	36.69
REYNA RIVERA	3/2/2020	WALMART SELMA	COUNCIL MTG SUPPLIES -CHIEF SWEARING IN	100-1100-610.920.000	52.62
REYNA RIVERA	3/3/2020	CALIFORNIA POLICE CHIEFS	CM/PC CONFERENCE (CANCELLED)	100-1300-610.920.000	890.00
REYNA RIVERA	3/9/2020	CALIFORNIA POLICE CHIEFS	CM/PC CONFERENCE CREDIT	100-1300-610.920.000	(890.00)
REYNA RIVERA	3/16/2020	SAL'S MEXICAN RESTAURANT	COUNCIL MTG SUPPLIES	100-1100-610.920.000	49.43
REYNA RIVERA	3/20/2020	CELLULAR SALES	CABLE WIRE PURCHASE -COVID 19 VIDEO	100-1700-600.250.000	24.40
RICHARD FIGUEROA	3/12/2020	ARCO	FUEL -FOLLOW UP INVEST PC 187	701-9200-600.257.000	20.00
ROBERT PETERSEN	2/27/2020	METRO UNIFORM	BUGLES	100-2500-600.300.000	76.39
SHANE FERRELL	12/1/2019	TIFCO INDUSTRIES	SAW BLADES-LINCOLN PARK/VETERANS PLAZA	100-5300-600.250.000	100.11
SHANE FERRELL	1/3/2020	TIFCO INDUSTRIES	STEP DRILL, SCREW ASST	210-5400-600.305.000	314.06
SHANE FERRELL	2/24/2020	1000 BULBS	U-BEND FLUORESCENT BULBS-CITY HALL	702-9300-600.250.000	128.44
SHANE FERRELL	2/24/2020	NELSON'S ACE HARDWARE	UBEND BULB-CITY HALL	702-9300-600.250.000	30.07
SHANE FERRELL	2/24/2020	NELSON'S ACE HARDWARE	MISC PARK SUPPLIES	702-9300-600.250.000	270.07
SHANE FERRELL	2/25/2020	SYNLAWN	CITY HALL MONUMENT -REMNANT	702-9300-600.250.000	250.00
SHANE FERRELL	2/25/2020	AMAZON	STRAW HATS-PARKS	100-5300-600.300.000	118.11
SHANE FERRELL	2/25/2020	AMAZON	STRAW HATS-STREETS	210-5400-600.300.000	118.10

## US BANK INVOICE FOR CALCARD CHARGES: 2/25/20-3/23/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
SHANE FERRELL	2/25/2020	CONSOLIDATED ELECTRICAL DIST	HARDWARE FOR RINGO PARK LIGHTING	210-5400-600.300.000	97.18
SHANE FERRELL	2/25/2020	AMAZON	SUN HATS - PARKS	100-5300-600.300.000	91.59
SHANE FERRELL	2/25/2020	AMAZON	SUN HATS - STREETS	210-5400-600.300.000	91.58
SHANE FERRELL	2/27/2020	NELSON'S ACE HARDWARE	PAINT, HARDWARE-ALL PARKS	100-5300-600.250.000	115.31
SHANE FERRELL	2/29/2020	L&W SUPPLY	CEILING TILES FOR CITY HALL	702-9300-600.370.000	195.99
SHANE FERRELL	3/2/2020	NELSON'S ACE HARDWARE	CUT KEY-CITY HALL	701-9200-600.400.000	20.44
SHANE FERRELL	3/3/2020	HOME DEPOT	SLEDGE HAMMER-PARKS	100-5300-600.305.000	171.48
SHANE FERRELL	3/3/2020	HOME DEPOT	SUPPLIES FOR CITY HALL MONUMENT IMPROVEMENTS	210-5400-600.250.000	155.66
SHANE FERRELL	3/3/2020	HOME DEPOT	TOOLS FOR FLEET-PARKS	100-5300-600.305.000	101.27
SHANE FERRELL	3/3/2020	HOME DEPOT	TOOLS FOR FLEET-STREETS	210-5400-600.305.000	101.27
SHANE FERRELL	3/4/2020	RESOURCE BUILDING MATERIALS	CALIFORNIA GOLD-DOWNTOWN	210-5400-600.250.000	972.44
SHANE FERRELL	3/10/2020	FED-EX	SPECS/PLANS-FLORAL PROJECT	100-5100-600.120.000	34.17
SHANE FERRELL	3/11/2020	NELSON'S ACE HARDWARE	REFRIGERATOR FOR CITY HALL	100-1600-600.100.000	867.79
SHANE FERRELL	3/12/2020	EWING IRRIGATION	SHAFER FIELD SPRINKLERS	100-4700-600.400.000	507.45
SHANE FERRELL	3/12/2020	WINDTAMER TARPS	FREEZE BLANKETS - BACKFLOWS	210-5400-600.250.000	348.56
SHANE FERRELL	3/12/2020	CONSOLIDATED ELECTRICAL DIST	CREDIT-INV#701603614503	100-5300-600.250.000	(130.74)
SHANE FERRELL	3/12/2020	CONSOLIDATED ELECTRICAL DIST	LIGHTING FOR RINGO PARK	100-5300-600.250.000	198.67
SHANE FERRELL	3/13/2020	SHELL GAS STATION	FUEL-LONG BEACH CONF-#727	701-9200-600.257.000	74.08
SHANE FERRELL	3/13/2020	HYATT REGENCY	CPRS CONFERENCE	100-5300-610.920.000	916.92
SHANE FERRELL	3/17/2020	1000 BULBS	4FT LED TUBES-BLDGS	702-9300-600.250.000	364.52
SHANE FERRELL	3/17/2020	CENTRAL FLOOR SUPPLY	FLOORING FOR ISAAC'S OFFICE-CH	702-9300-600.370.000	907.56
SHANE FERRELL	3/18/2020	NELSON'S ACE HARDWARE	FLOORING FOR ISAAC'S OFFICE-CH	702-9300-600.370.000	29.61
SHANE FERRELL	3/18/2020	STATEWIDE TRAFFIC SAFETY	5 GALLONS YELLOW PAINT-STREET	210-5400-600.250.000	2,085.91
SHANE FERRELL	3/19/2020	NELSON'S ACE HARDWARE	WEED/GRASS KILLER-PARKS	100-5300-600.250.000	158.56
SHANE FERRELL	3/19/2020	NELSON'S ACE HARDWARE	WEED/GRASS KILLER-STREETS	210-5400-600.250.000	79.99
SHANE FERRELL	3/19/2020	NELSON'S ACE HARDWARE	WEED/GRASS KILLER-LLMD	220-5300-600.250.000	79.99
SHANE FERRELL	3/19/2020	NELSON'S ACE HARDWARE	TOILET TANK REPAIR KIT-CH	702-9300-600.250.000	13.99
SHANE FERRELL	3/23/2020	CONSOLIDATED ELECTRICAL DIST	LIGHTING FOR RINGO PARK	100-5300-600.250.000	75.58
TERRY REID	2/28/2020	THE HOME DEPOT	VACUUM AGS FOR VEH MAINT	100-2200-600.250.000	43.32
TERRY REID	3/4/2020	CENTRAL VALLEY GUNS	AMMO FOR PSP TRAINING	100-2200-600.250.000	1,003.36
TERRY REID	3/4/2020	CENTRAL VALLEY GUNS	12 G. SHOTGUN SHELLS	100-2200-600.250.000	26.00
TERRY REID	3/16/2020	SWANSON-FAHRNEY FORD	VEH MAINT PER NESTOR	701-9200-600.457.000	65.79
TIM CANNON	2/27/2020	TACTICAL GEAR	TACTICAL VEST/RETURN	100-2100-600.250.000	(91.96)
					\$ 77,466.36

**PAYROLL TRANSACTIONS**

**CHECK REGISTER**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
4/17/2020	116030-116040	\$7,984.94

**Remittance Checks**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
4/17/2020	116041-116049	\$25,613.59

**ACH Payment**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
4/17/2020	PRAPR1720	\$194,720.37

**ITEM NO:** 2.

**SUBJECT:** Consideration of a Professional Services Agreement with Revenue & Cost Specialists, LLC for Cost Allocation & User Fee Study

**RECOMMENDATION:** Authorize City Manager to execute the Professional Services Agreement for Revenue & Cost Specialists for Cost Allocation & User Fee Study.

**DISCUSSION:** City Staff would like to identify the full costs of all operational services that are either currently charged a fee or could be charged a fee. As part of the full costs of services, the City needs a full-cost Cost Allocation Plan which would fairly distribute the overhead costs to the end-user services provided to the public. In addition, the Cost Allocation Plan will provide detail on the amounts that the City could recover from enterprise and other funds that receive services from the General Fund. This would allow for fair and defensible transfers from these funds to the General Fund. This was last completed in 2005 by Revenue & Cost Specialists, LLC (RCS).

Based on the full cost information, RCS will review with staff a proposed fee structure that will recover these costs in the most equitable and efficient way possible. This may involve flat fees, deposits, valuation-based fees, step-increase fees, or a combination of these. But the eventual fee recommendations included in the final report and master fee resolution will be defensible, easy to understand, and be supported by City staff.

To complete these studies, RCS will have the following tasks to accomplish:

<u>Cost Allocation Plan</u>	<u>User Fee Study</u>
Task 1: Review Central Services and Allocation Staff Time	Task 1: Kick-off Meeting
Task 2: Review Allocation Factors	Task 2: Review the Service List with Department Staff
Task 3: Review Results with Departments	Task 3: Staff Time Allocations
Task 4: Prepare Draft Cost Allocation Plan and Review with City Staff	Task 4: Develop Fully Allocated Hourly Rate
Task 5: Prepare Final Cost Allocation Plan	Task 5: Prepare Draft Report
	Task 6: Prepare Final Report
	Task 7: Present Report to the City Council

RCS estimates 6 months from the kick-off meetings to adoption by City Council. Staff will continue to update these studies every five years to make sure we are in compliance and maintain full cost recovery.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$35,000		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund  FYE 2018-19: Fund Balance: \$4,566,411		

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**RECOMMENDATION:** Authorize City Manager to execute the Professional Services Agreement for Revenue & Cost Specialists for Cost Allocation & User Fee Study.

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/s/ _____ Isaac Moreno, Assistant City Manager	04/30/2020 _____ Date
/s/ _____ Teresa Gallavan, City Manager	04/30/2020 _____ Date



## CITY OF SELMA

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 4, 2020 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Revenue & Cost Specialist ("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 3, 2021, 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 Cost Allocation & User Fee Study, 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 Thirty-five Thousand (\$35,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

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

## **7. INDEMNIFICATION**

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

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

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

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

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:	Neal Costanzo, City Attorney Costanzo & Associates 575 E. Locust Avenue, Suite 115 Fresno, CA 93720

To Consultant:

Revenue & Cost Specialists, LLC  
1519 East Chapman Avenue, Suite C  
Fullerton, CA 92831

**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 Fresno County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**17. ENTIRE AGREEMENT**

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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



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

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

**“CITY”**  
**City of Selma**

**“CONSULTANT”**  
Revenue & Cost Specialists, LLC

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

By: \_\_\_\_\_  
Eric Johnson, President

**Attest:**

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

**Approved as to form:**

By: \_\_\_\_\_  
Neal Costanzo, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

#### **Cost Allocation Plan**

##### **Task 1: Review Central Services and Allocate Staff Time**

RCS will meet with City staff to review central services for indirect departments and allocate staff time and costs to those central services. City staff time would be approximately 1-2 hours per central service department in this process and would need to meet with RCS to establish the central service listing, quantify the department staff time involved in those central services, and review the results.

##### **Task 2: Review Allocation Factors**

RCS will meet with City staff to review the factors for allocating each central service identified. These factors will form the basis for determining fully burdened hourly rates and allocating the central service costs. This meeting will be concurrent with the time allocation meeting. City staff involvement for data gathering is a function of the availability of the required information, but RCS will use its experience to develop allocation factors which are easily reproducible from year to year but still fairly allocate the central service costs.

##### **Task 3: Review Results with Departments**

RCS will calculate allocations to the functional centers and review the results with the managers of the various central service departments. City staff time for this process will be less than 1 hour per department to review the results of the allocations.

##### **Task 4: Prepare Draft Cost Allocation Plan and Review with City Staff**

RCS will make any changes and prepare a Draft Report with allocations to end user departments using our 20-step allocation model. RCS will review this Draft Report with the City's management group and make any necessary adjustments.

##### **Task 5: Prepare Final Cost Allocation Plan**

RCS will make any changes and prepare a Final Report with allocations to end user departments. It will be these results that will be used for the City general overhead component of the Fee Study and can also be used to determine the amounts for transfers to the General Fund for support provided to other funds. RCS will provide three bound copies and a PDF file of the Final Report. RCS will make a presentation to the City Council to assist in their understanding of the cost allocation process and its results.

## User Fee Study

### **Task 1: Kick-off Meeting**

RCS will conduct a meeting with City staff explaining the operational methodology of the study and the role of City staff. We will review any possible issues that may arise as well as answer any questions from City staff about the process. This meeting is crucial for the process as we want to insure that everyone understands the various steps in the process and what is expected of them.

### **Task 2: Review the Service List with Departmental Staff**

RCS will review the service list through meetings with City staff. We will also work with Departmental staff to determine any changes to the fee calculation methods. The end result, whichever method is utilized, will be a fee structure that best fits the City of Selma going forward. While this list will change during the course of the Study as it is refined, it will be the initial basis from where we start. City staff time for this review will be less than 1 hour per department.

### **Task 3: Staff Time Allocations**

RCS will interview personnel providing end-user services to insure that costs from all functional areas directly involved with a service are included in the cost of that service. This component will form the bulk of the time spent by staff. There will be two to four meetings with supervisory level staff in each functional area to create and verify the amount of time spent by staff on the services identified in the task above.

We do not ask City staff to do our job by filling out forms detailing where they spend their time. This iterative process, and the fact that we allocate 100% of all departmental staff, allows everyone to insure that the information being generated is valid and reliable. A sample Time Detail Report is included in the following pages.

### **Task 4: Develop Fully Allocated Hourly Rates**

RCS will develop a fully allocated hourly rate for each departmental employee, including salaries and benefits, miscellaneous operating service and supply costs, overhead costs from the above Cost Allocation Plan, debt service, and other direct costs as identified, which can be used for all charging and costing processes. A Sample Hourly Rate Report is included in the following pages.

### **Task 5: Prepare Draft Report**

RCS will prepare a Draft Report that identifies the total costs for each service, the current fees, and makes fee recommendations for each service presented. RCS will review this draft report with the departments, so that each department will have final input on the fees presented in the final report. City staff time would be approximately 1-2 hours per department for those departments that have fee services.

### **Task 6: Prepare Final Report**

Based on staff input, RCS will prepare a Final Report, which will have recommendations for new fees and subsidy percentages and projections of new revenues from those fees. The Report will also include explanatory text and various summary tables to easily explain the results and the context. All recommended fees will be in compliance with

Propositions 4, 218, 26, and any other applicable laws. RCS will provide ten bound copies and a PDF file of the Final Report, as well as an electronic copy of a Master Fee Resolution with the City's proposed fees included in it.

**Task 7: Present Report to the City Council**

RCS will assist the City Council in the review and adoption of revised service fees and subsidy percentages and assist the staff in the implementation of the revised service fees at up to two meetings.

**EXHIBIT B**

**RATE SCHEDULE**

Revenue & Cost Specialists proposes the following options shown below.

<b>Cost Allocation Plan (CAP)</b>		
Review Central Services/Time	List of Central Services	1,500
Develop Allocation Factors	Index of Allocation Factors	3,000
Review Results with Departments	Review of Initial Results	1,500
Prepare Final Cost Allocation Plan	Final Report	1,000
	Total Cost Allocation Plan	\$7,000
<b>User Fee Study</b>		
Kick-Off Meeting	Informational Meeting	1,500
Develop Service List	Preliminary Service List	1,500
Develop Staff Time Allocations	Time Detail Reports	10,500
Develop Fully Allocated Hourly Rates	Fully Allocated Hourly Rate Reports	3,000
Prepare Draft Report	Draft Fee Study Report	3,500
Prepare Final Report	Final Report	2,500
Present Report to the Council	Council Presentation	2,500
	User Fee Study	\$25,000
	<b>TOTAL CAP AND FEE STUDY COMBINED</b>	<b>\$32,000</b>
	<b>Travel Allowance</b>	<b>\$3,000</b>
	<b>Total</b>	<b>\$35,000</b>

The above costs are based on a cost of \$140 per hour. The billing rate for any additional work not covered by this proposal would be \$195 per hour.

Additionally, RCS will invoice the City separately for actual expenses for hotel and meals during staff residence to a maximum of \$3,000.

The above fees cover all costs except for the following additional costs which the City may incur:

- insurance coverage beyond our basic general liability and workers compensation requiring an additional premium(1),

(1) RCS standard coverage includes comprehensive liability insurance with a combined single limit coverage of

- report reproduction beyond identified number of copies of the final Reports, and
- City Council meeting attendance beyond the two identified meetings in this proposal.

RCS will submit four equal invoices plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after notice to proceed. Each invoice will be due within 30 days of submission.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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.



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**ITEM NO:**

3.

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

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**RECOMMENDATION:** Authorize staff to negotiate a development agreement with developer contingent on an auto body repair and car sales commercial development and utilize Measure C and/or other Street Funds for Median Island and paving improvements to Highland Avenue between Arrants Street and Rose Avenue.

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**DISCUSSION:**

Mr. Dwight Nelson proposed construction of a new facility on the west side of Highland Avenue (State Route 43) just south of the existing Hyundai dealership. The facility is proposed to be the future home of Caliber Collision, a national auto body repair company, and the site will include used car sales which is a requirement of the current zoning. Because the project fronts on Caltrans right-of-way, they have influence over the scope and scale of the roadway improvements required for the development. Because there are residential properties on the east side of Highland Avenue, Caltrans is requiring construction of a median island including turn lanes, from Arrants Street to Rose Avenue, to prevent traffic conflicts from turn movements across the highway.

The cost associated with construction of the median island is a burden on the project, and according to Mr. Nelson, makes the project unfeasible to move forward. Median island construction would typically be a reimbursable expense against traffic impact fees for development projects, however, this specific improvement is not in the City's fee nexus. The median island is a necessary improvement for the safety of the public and to allow development to occur in this critical business corridor.

Among other conditions, the developer, as required by City Ordinance, will be required to construct curb, gutter, a landscape strip and sidewalk along the project frontage. This is specifically stated in Section 9-1-2 of the Selma Municipal Code which says that "Every owner of real property bordering on any street in the City shall, in the manner hereinafter specified, and at the times hereinafter specified, construct and maintain in good repair and clean condition, a sidewalk and curb and gutter along the street adjacent to the real property." This is further demonstrated by the City's impact fee program that pays for center travel lanes only, with all curb, gutter, and sidewalk improvements paid for by development.

In the interest of bringing a national auto body repair shop and car sales facility into Selma, and because the burden of normally reimbursable construction is required to make the project feasible, City staff is presenting the option to the City Council to fund construction of the median island and all paving required to connect to the Developer's curb, gutter and sidewalk improvements with City Street Funds and/or Measure C funds. Based upon a preliminary layout of the required improvements, staff estimates that the project design and construction will be approximately \$200,000 to \$250,000. This proposal still requires Mr. Nelson's acceptance and should be conditioned upon terms, including timing, to be laid out in a development agreement to insure that City funds are not expended without Caliber Collision and associated car sales materializing. Mr. Nelson has also proposed a solar farm at this location and is contesting the requirement for frontage improvements, including curb, gutter, sidewalk and landscaping.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$200,000-\$250,000		None
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Street Funds and/or Measure C  Fund Balance: Measure C- \$1,143,871		None

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**RECOMMENDATION:** Authorize staff to negotiate a development agreement with developer contingent on an auto body repair and car sales commercial development and utilize Measure C and/or other Street Funds for Median Island and paving improvements to Highland Avenue between Arrants Street and Rose Avenue.

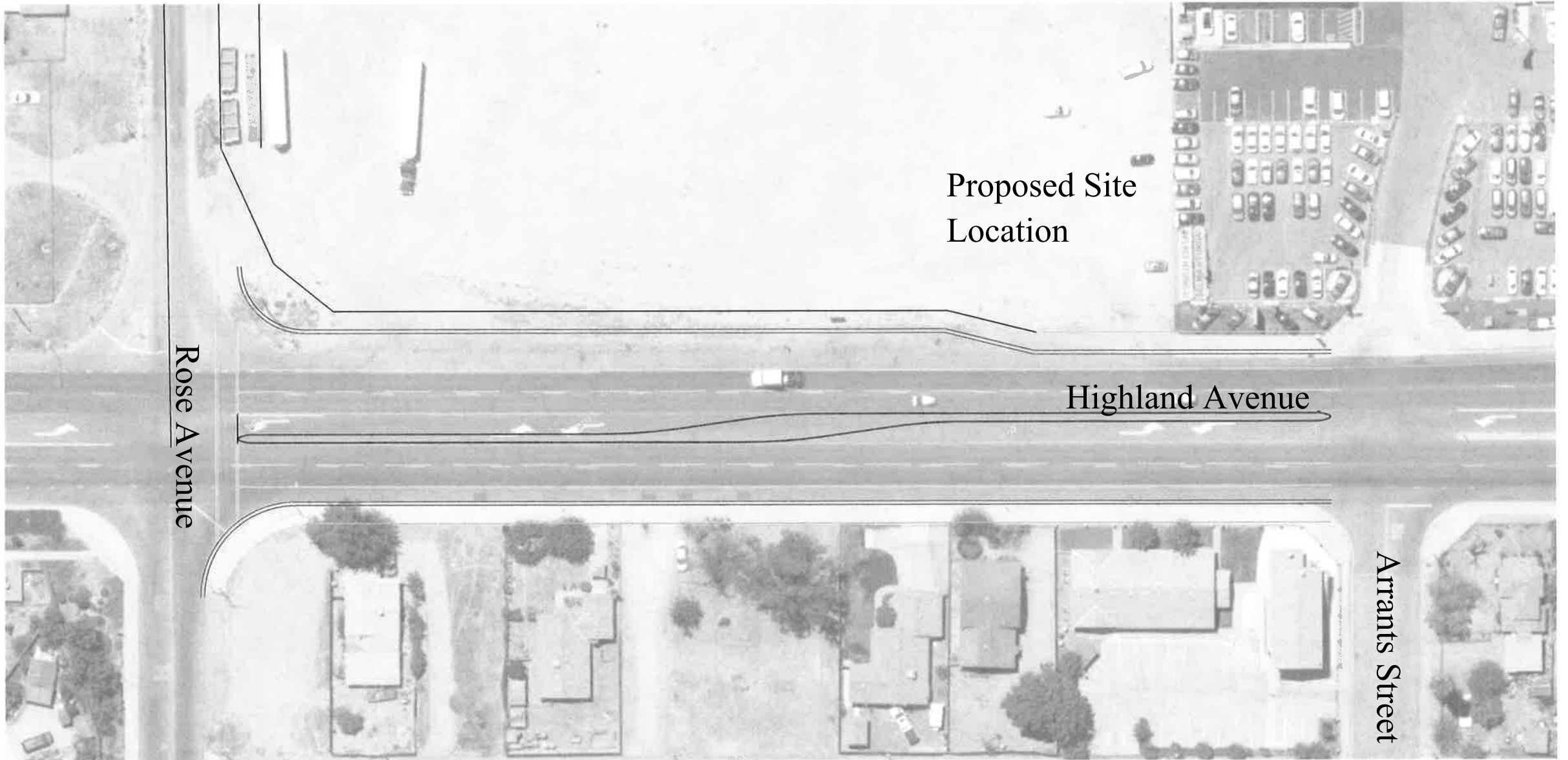
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/s/ \_\_\_\_\_  
Isaac Moreno, Assistant City Manager

05/01/2020  
\_\_\_\_\_ Date

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

5-1-20  
\_\_\_\_\_ Date



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**ITEM NO:** 4.

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

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**RECOMMENDATION:** Council to adopt Resolution Amending Exhibit F to Amended and Restated Solid Waste and Recycling Franchise Agreement for Solid Waste Collection, Green Waste Collection and Recycling Services to Include Short Term and Special Bins and Charges for Identified Sized Bins; and Approving and Authorizing Issuance of Notice to Residential and Commercial Customers of Rate Increase in Accordance with Proposition 218.

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**DISCUSSION:** At its meeting on April 20, 2020, the City Council approved an annual Consumer Price Index increase (CPI) prescribed by the Solid Waste, Green Waste and Recycling Collection and Services Contract with Waste Management increasing the rate for all such residential and commercial services provided by Waste Management by 2.15%. The Council further considered the request by Waste Management for a special interim rate increase and directed the City Manager to negotiate the amount of the special interim rate increase requested by Waste Management.

The City Manager, and Staff, met with representatives of Waste Management on April 23, 2020 and arrived at a tentative agreement for a special interim rate increase. Staff is requesting that the tentative agreement on the amount of the special interim rate increase be ratified by Council and that the City Council, accordingly, authorize the issuance of the attached Proposition 218 notice.

The reason for the special interim rate increase request by Waste Management is that as a result of the actions of the Government of China, recyclable materials are no longer accepted by that country. Waste Management was forced to procure a contract with a recycling services entity in order to dispose of recycled materials collected within the City of Selma. The contract entered into calls for a rate of \$40 per ton of recycled material collected by Waste Management. Further, because of the actions of the Chinese Government, Waste Management no longer generates any revenue from the recyclable materials collected within the City of Selma. Waste Management's original proposal for the special interim rate increase was for an increase of 5.82%. In the negotiations with Waste Management occurring on April 23, 2020, the parties evaluated and came to an agreement on the rate increase called for by the existing contract with Waste Management which, in pertinent part, reads as follows:

### 7.3 Special Interim Rate Review

“Contractor may apply to the City for consideration of a special interim rate review should an event or circumstance arise which jeopardizes the economic operation of Contractor (e.g., operating at a loss or significantly below a reasonable rate of return by industry standards). A special application will be considered if:

A. It is necessary for the contractor to make substantial change in its operation, or a substantial capital investment in order to perform its obligations under this Agreement;

...

C. Changes in law, regulations or taxes affecting disposal costs or sites occur which were not reasonably foreseen or anticipated.

...

### 7.4 Variances from projections

Contractor shall retain any income from actual costs being less, or recyclable materials sales revenue being greater than project but shall not be compensated for actual costs being more, or recyclable materials sales revenue being less than projected except as provided in paragraph . . . 7.3.

Although it is ambiguous, Section 7.3 read in conjunction with Section 7.4 indicates that the Contractor should not be compensated for a loss of revenue and that a special interim rate review is to focus upon increased costs. Waste Management has demonstrated an increase in disposal costs which makes it necessary for the contractor to make a substantial change in its operation to perform its obligations under the Agreement and is caused by a change in law, regulations or taxes affecting disposal costs. Waste Management’s cost of disposing recycled materials collected from residences and commercial enterprises in the City has increased from zero dollars per ton to \$40 per ton. The spreadsheet presented by Waste Management in support of its rate increase includes the loss of the \$18 of revenue, per ton, for recyclable materials while China was still accepting recyclable materials. Those revenues have been completely eliminated.

The City’s ability to negotiate the rate increase is constrained by the terms of the Agreement which plainly give Waste Management a right to increase rates in an amount necessary to cover an increased cost of disposal. It also, arguably, prohibits Waste Management from claiming as part of a special interim rate adjustment lost revenues from recyclable materials. Accordingly, Staff proposed, and Waste Management has agreed that the \$18 in lost revenue not be included as an increased cost to Waste Management and also agreed that Waste Management will be charged \$40 per ton for processing the recyclable materials. Based on the amount of increased cost only, and disregarding any loss of revenue, Waste Management, and Staff, have tentatively agreed that Waste Management shall be granted a rate increase as a special interim rate of 3.42%. The rates will affect the normal residential account as follows:

CURRENT RATE	RATE W/2.15 CPI INCREASE	SPECIAL INTERIM RATE INCREASE	NEW RATE
\$32.24	\$32.93	3.42%	\$34.04

Thus, the new residential rate for the standard service would be \$34.04. The CPI increase added \$0.69 to the rate and the special interim rate increase added \$1.11 to the rate.

To increase fees for garbage collection services, including recycling services, the City is required to conform to Proposition 218 which requires service of a notice. Proposition 218 (California Constitution Article XIII(D), Section 6), requires as a condition to increasing rates for garbage collection service, including recycling services, the issuance of a detailed notice giving customers of this utility the opportunity to submit written protests to the increase proposed. The accompanying resolution, among other things, approves the issuance of this notice which will result in a public hearing on July 6 to determine whether there is a majority protest to the proposed rate increase. The City cannot adopt an increased rate if there is majority protest. However, by authorizing issuance of the Proposition 218 notice for this rate increase, the Council is committing itself to approving that rate increase absent a majority protest. In addition, the accompanying resolution allows for an amendment to an exhibit to the agreement with Waste Management that prescribes their rates and a number of new rates for different sizes of large, usually commercial, garbage containers. These are not rate increases they are simply additions to the rate schedule to provide for specific rates for various sized containers that Waste Management makes available. All of these rates are rates they could have charged even if they were not mentioned in the schedule of rates that is part of your agreement with Waste Management.

Waste Management will mail the required Proposition 218 notice to all customers in Selma not less than 45 days from July 6, 2020.

On April 23, 2020, Staff discussed with Waste Management, and tentatively agreed to meet to negotiate in September 2020 new terms for an amended agreement, subject to Council approval. The industry standard for solid waste collection is that rates are intended to cover both collection costs and disposal costs. A collector's rates, on average, are apportioned 70% for cost of collection and 30% for the cost of disposal. Waste Management is proposing that the provision allowing for the annual adjustment of rates according to the Consumer Price Index (CPI) and the special interim rate review provisions of the current contract be collapsed into a single provision which provides, in essence, that annually 70% of the rate charged by Waste Management be increased, or decreased, according to the same CPI. The remaining 30% of the rate would be adjusted annually upward or downward depending on actual cost of disposal incurred by Waste Management over the prior year, verifiable by records of cost of disposal actually incurred. This would eliminate any need for a hearing under Proposition 218 in order to adjust rates to address unanticipated cost increases (or decreases) to Waste Management, which the City is currently required to take into consideration under the existing agreement. Waste Management has this methodology for rate adjustments in effect in other cities and Staff intends to review how that formula operates and whether amending the contract to allow for this method of annually adjusting rates, without the necessity for a Proposition 218 hearing would benefit the Selma rate payers.

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**RECOMMENDATION:** Council to adopt Resolution Amending Exhibit F to Amended and Restated Solid Waste and Recycling Franchise Agreement for Solid Waste Collection, Green Waste Collection and Recycling Services to Include Short Term and Special Bins and Charges for Identified Sized Bins; and Approving and Authorizing Issuance of Notice to Residential and Commercial Customers of Rate Increase in Accordance with Proposition 218.

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/s/  
Neal E. Costanzo, City Attorney

05/01/2020  
Date

/s/  
Teresa Gallavan, City Manager

05/01/2020  
Date

**RESOLUTION NO. 2020-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING EXHIBIT F TO AMENDED AND RESTATED SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION, GREEN WASTE COLLECTION AND RECYCLING SERVICES TO INCLUDE SHORT TERM AND SPECIAL BINS CHARGES FOR IDENTIFIED SIZED BINS AND APPROVING ISSUANCE OF NOTICE TO RESIDENTIAL AND COMMERCIAL CUSTOMERS OF RATE INCREASE IN ACCORDANCE WITH CALIFORNIA CONSTITUTION ARTICLE XIII(D), SECTION 6 (PROPOSITION 218)**

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**WHEREAS**, the City of Selma is party to an amended and restated Solid Waste Recycling Franchise Agreement for Solid Waste Collection, Green Waste Collection, and Recycling Services with USA Waste of California Inc dba Waste Management which provides for solid waste, recycling and green waste collection within the City of Selma (the “Agreement”); and

**WHEREAS**, the Agreement provides that the rates for services provided by Waste Management are to be increased in the amount of increased actual cost for collection, processing or disposal of solid waste, green waste or recyclables collected by Waste Management pursuant to the Agreement when those cost increases are the result of changes in law, regulations or taxes affecting disposal costs or sites that were not reasonably foreseeable or anticipated and which cause Waste Management to make substantial changes in its operation in order to perform its obligations under the Agreement; and

**WHEREAS**, as a result of actions taken by the government of the People’s Republic of China Waste Management’s cost of processing recyclable materials has increased by \$40 per ton which is the charge assessed against Waste Management by an outside handler of recycled materials which can no longer be sent to and processed by persons or entities in China at no cost to Waste Management; and

**WHEREAS**, Waste Management provides the same solid waste, green waste and recycling services to other cities as it provides to the City of Selma and has available certain bins of various sizes that can be provided, on request, to residential and/or commercial customers and the charges included in the rate schedule which is Exhibit F to the Agreement does not account for all of the various sizes of bins that Waste Management makes available for that purpose and allowing for an amendment to the schedule of rates to be charged by Waste Management to include those special bin charges for identified sized bins will allow Waste Management to provide that service, on request, to customers in the City of Selma at the rates allowed by Exhibit F to the Agreement.



**NOW, THEREFORE**, be it resolved as follows:

1. The foregoing recitals are true and correct.
2. The Notice of Public Hearing in conformity with California Constitution Article XIII(D), Section 6, setting a hearing for consideration of the rate increase required to cover the increased cost of processing or disposing of recycled materials of 3.42% that is attached hereto and incorporated by this reference as Exhibit A is approved and staff is authorized to schedule the public hearing on that proposed rate increase for July 6, 2020.
3. Exhibit F to the Agreement shall be deemed to be amended to include the short-term and special bins and charges for identified size bins that appear, in red-line, on the schedule of rates that is attached to the aforementioned Notice of Public Hearing and incorporated to this Resolution. The Council finds and determines that these charges do not amount to any form of rate increase and are charges Waste Management could make for use of such special bins and identified sized bins under the terms of the Agreement without the conduct of any public hearing, compliance with the aforementioned article of the California Constitution and without approval by the City Council.

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The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 4<sup>th</sup> day of May, 2020 by the following vote, to wit:

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

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

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

## **CITY OF SELMA NOTICE OF PUBLIC HEARING ON PROPOSED RATE INCREASE FOR SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL SERVICES**

**NOTICE IS HEREBY GIVEN** that on Monday, July 6, at 6:00 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Selma will conduct a public hearing to consider increasing rates for solid waste collection, recycling and disposal services provided to residences and businesses in the City of Selma. Due to the COVID-19 Pandemic Public Health and Executive Orders limiting in-person public meetings, it is unknown whether the public hearing will be held in the City Council Chambers located at 1710 Tucker Street, Selma, California, or conducted in another manner specified in the meeting agenda. Persons interested in participating in the July 6, 2020, public hearing concerning the proposed increases to the monthly charges for solid waste collection, recycling and disposal services should check the July 6, 2020, City Council agenda once it is posted on the City's website for information as to how to participate in the City Council meeting.

### **INFORMATION ABOUT THE PUBLIC HEARING**

The public hearing on July 6, 2020, is set in conformity with the requirements of California Constitution Article XIII(D), Section 6, commonly known as Proposition 218. At the time and place of the public meeting the City Council will hear and consider all objections and protests, if any, and verify all written protests to the proposed solid waste collection, recycling and disposal services rates and will listen to and consider all objections and challenges, if any, to the proposed rate increase (the "Rate Increases"). The City Council may continue the public hearing from time to time. The City Council will not consider written protest submitted after the conclusion of the public hearing.

Both the owner of the parcel and the person receiving the service for which the fee is charged may submit a written protest. Only one protest per parcel is counted. The written protest must include: (1) your original signature; (2) identification of the parcel by Parcel Number or a street address; (3) identification as the owner of the parcel or the person receiving the service for which the fee is charged; and (4) your statement that protests the proposed Rate Increases. Written protests may be mailed to the City of Selma at 1710 Tucker Street, Selma, California, 93662 to the attention of the City Clerk. Written protests are not accepted by email or facsimile and must be either mailed to the address above or presented to the Clerk in person at that location.

If sufficient written protests against the Rate Increases are presented and not withdrawn by a majority of the record owners or persons receiving service for the parcels subject to the increased rates, the City may not impose the Rate Increases. If at the close of the public hearing, there is no majority protest as described above, the City Council may approve the Rate Increases.

Any person wishing to preserve the opportunity to file a lawsuit or other legal challenge to the Rate Increases must file a written protest with the City Council, stating the specific grounds for the protest. Any grounds not stated in the written protest filed with the City, before the close of the public hearing on July 6, 2020, will be deemed waived and may not be raised in any subsequent lawsuit, legal challenge or action.

### **INFORMATION ABOUT THE RATE INCREASES**

In the City of Selma, solid waste, recycling services and green waste collection and disposal services (the “Services”) are provided by USA Waste of California Inc, doing business as Waste Management. The Services are provided pursuant to a Solid Waste and Recycling Franchise Agreement (the “Agreement”) that prescribes the rates Waste Management is authorized to charge for the Services. The Agreement provides that annually, the rates for Services are to be increased or decreased by multiplying the current rate by the percentage of change in a specified Consumer Price Index. On April 20, 2020, the City Council approved an increase of the rates charged by Waste Management for the Services of 2.15%. Rates for residential and commercial service will increase by 2.15% effective July 1, 2020.

The contract further provides that Waste Management is entitled to a rate increase as necessary to cover an increase in actual cost of collection or disposal caused by an event or circumstance that jeopardizes the economic operation of Waste Management and resulting in a substantial change in the operation of Waste Management and caused by a change in law, regulations or taxes affecting disposal costs that were not reasonably foreseen or anticipated. As a result of actions taken by the government of China, recycled materials previously sent to that country are no longer accepted and Waste Management has, of necessity, entered into a contract with a third person to process and/or dispose of the recycled materials collected in the City of Selma at a cost of \$40 per ton of recycled materials delivered. The cost of processing recycled materials, therefore, has increased by \$40 per ton and the Agreement requires that Waste Management’s rates be increased by a percentage which covers its increased cost of disposal or processing of the recycled materials. That percentage, based on the average tonnage of recycled materials collected in the City of Selma is 3.42% and, therefore, Waste Management is requesting, and the City is proposing to raise its rates for the Services for all accounts by 3.42%.

A schedule of rates to be charged following approval of the proposed rate increase by the City Council is attached. The rate increase will be applied to all rates charged by Waste Management for the Services, with the rate increase for residential and commercial services becoming effective August 1, 2020. For further information concerning the Rate increases and your right to protest you may direct any questions to the City Clerk, Reyna Rivera, at (559) 891-2200.

## City of Selma Rate Sheet

### Residential

Service Type	Rate, July 1, 2019		2020 Recycling Blended Special Interim Rate Adjustment		2020 Rate Increase July 1, 2020, 75% of CPI-U Only		2020 Combined Rate Increase July 1, 2020, 75% of CPI + Recycling	
	Rate	Fee	Rate	Fee	Rate	Fee	Rate	Fee
Standard Service offering - 3 96-gallon carts (trash, recycling, greenwaste)	3.58%	\$32.24	3.42%	\$33.34	2.15%	\$32.93	5.57%	\$34.04
2010 Senior Discount		\$1.00		\$1.00		\$1.00		\$1.00
Extra Trash Cart	3.58%	\$28.24	3.42%	\$29.21	2.15%	\$28.85	5.57%	\$29.82
Extra Green Waste Cart	3.58%	\$9.86	3.42%	\$10.20	2.15%	\$10.07	5.57%	\$10.42
Extra Pick Up per Cart	3.58%	\$9.86	3.42%	\$10.20	2.15%	\$10.07	5.57%	\$10.42

### Commercial

Service Level	Monthly Fee		Monthly Fee		Monthly Fee		Monthly Fee	
	Rate	Fee	Rate	Fee	Rate	Fee	Rate	Fee
1 Commercial Can, 1x/wk	3.58%	\$36.24	3.42%	\$37.48	2.15%	\$37.02	5.57%	\$38.26
2 Commercial Can, 1x/wk	3.58%	\$70.34	3.42%	\$72.75	2.15%	\$71.85	5.57%	\$74.26
3 Commercial Can, 1x/wk	3.58%	\$104.44	3.42%	\$108.01	2.15%	\$106.69	5.57%	\$110.26
4 Commercial Can, 1x/wk	3.58%	\$139.60	3.42%	\$144.37	2.15%	\$142.60	5.57%	\$147.38
1.5 YD 1X/WK	3.58%	\$101.24	3.42%	\$104.70	2.15%	\$103.42	5.57%	\$106.88
1.5 YD 2X/WK	3.58%	\$180.10	3.42%	\$186.26	2.15%	\$183.97	5.57%	\$190.13
2 YD 1X/WK	3.58%	\$123.62	3.42%	\$127.85	2.15%	\$126.28	5.57%	\$130.51
2 YD 2X/WK	3.58%	\$216.32	3.42%	\$223.72	2.15%	\$220.97	5.57%	\$228.37
3 YD 1X/WK	3.58%	\$166.24	3.42%	\$171.93	2.15%	\$169.81	5.57%	\$175.50
3 YD 2X/WK	3.58%	\$277.08	3.42%	\$286.56	2.15%	\$283.04	5.57%	\$292.51
3 YD 3X/WK	3.58%	\$390.02	3.42%	\$403.36	2.15%	\$398.41	5.57%	\$411.74
3 YD 4X/WK	3.58%	\$546.68	3.42%	\$565.38	2.15%	\$558.43	5.57%	\$577.13
3 YD 5X/WK	3.58%	\$661.76	3.42%	\$684.39	2.15%	\$675.99	5.57%	\$698.62
4 YD 1X/WK	3.58%	\$211.00	3.42%	\$218.22	2.15%	\$215.54	5.57%	\$222.75
4 YD 2X/WK	3.58%	\$406.02	3.42%	\$419.91	2.15%	\$414.75	5.57%	\$428.64
4 YD 3X/WK	3.58%	\$602.08	3.42%	\$622.67	2.15%	\$615.02	5.57%	\$635.62
4 YD 4X/WK	3.58%	\$798.18	3.42%	\$825.48	2.15%	\$815.34	5.57%	\$842.64
6 YD 1X/WK	3.58%	\$246.18	3.42%	\$254.60	2.15%	\$251.47	5.57%	\$259.89
6 YD 2X/WK	3.58%	\$463.56	3.42%	\$479.41	2.15%	\$473.53	5.57%	\$489.38
6 YD 3X/WK	3.58%	\$668.16	3.42%	\$691.01	2.15%	\$682.53	5.57%	\$705.38
6 YD 4 X/WK	3.58%	\$896.20	3.42%	\$926.85	2.15%	\$915.47	5.57%	\$946.12
6 YD 5X/WK	3.58%	\$1,058.18	3.42%	\$1,094.37	2.15%	\$1,080.93	5.57%	\$1,117.12
6 YD 6X/WK	3.58%	\$1,268.12	3.42%	\$1,311.49	2.15%	\$1,295.38	5.57%	\$1,338.75
4 YD 1X/WK COMPACTOR	3.58%	\$416.68	3.42%	\$430.93	2.15%	\$425.64	5.57%	\$439.89
4 YD 3X/WK COMPACTOR	3.58%	\$1,011.28	3.42%	\$1,045.87	2.15%	\$1,033.02	5.57%	\$1,067.61

### Short Term and Special Bins (7-day use)

4 YD one-time trash bin	3.58%	\$154.52	3.42%	\$159.80	2.15%	\$157.84	5.57%	\$163.13
20 YD, trash including up to 3 tons	2.44%	\$436.30	0.00%	\$436.30	2.15%	\$445.68	2.15%	\$445.68
30 YD, trash including up to 4 tons	2.44%	\$519.54	0.00%	\$519.54	2.15%	\$530.71	2.15%	\$530.71
40 YD, trash including up to 5 tons	2.44%	\$597.54	0.00%	\$597.54	2.15%	\$610.39	2.15%	\$610.39
Charge for every trash ton over included Basic	2.44%	\$52.68	0.00%	\$52.68	2.15%	\$53.81	2.15%	\$53.81
10YD, recycling up to 1 tons								\$304.66
20YD, recycling up to 1.5 tons								\$331.43
30YD, recycling up to 2 tons								\$359.21
40YD, recycling up to 3 tons								\$288.23
Charge for every recycling ton over 3 tons								\$55.81
4 YD - Daily charge for over 7-day use	2.44%	\$10.54	0.00%	\$10.54	2.15%	\$10.77	2.15%	\$10.77
Roll-Off- Daily charge for over 7-day use	2.44%	\$20.02	0.00%	\$20.02	2.15%	\$20.45	2.15%	\$20.45
40 YD, Green Waste including up to 5 tons								\$476.27
Charge for every green waste ton over 5 tons								\$36.93
40 YD Wood Only, includes all tons	2.96%	\$307.20	0.00%	\$307.20	2.15%	\$313.80	2.15%	\$313.80
57 YD Wood Only, includes all tons	2.96%	\$368.62	0.00%	\$368.62	2.15%	\$376.55	2.15%	\$376.55
20 YD Construction & Demolition, (1/2 full only)								\$534.77
20 YD Clean Concrete Only, (1/2 full only)	2.82%	\$245.40	0.00%	\$245.40	0.00%	\$245.40	2.15%	\$250.68

### Portable Restrooms

Single Unit Restroom, up to one month use	3.58%	\$98.04	0.00%	\$98.04	2.15%	\$100.15	2.15%	\$100.15
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### Commercial Organics Rate

96 Gallon 1X/WK	2.87%	\$20.16	0.00%	\$20.16	2.15%	\$20.59	2.15%	\$20.59
96 Gallon 2X/WK	2.87%	\$40.10	0.00%	\$40.10	2.15%	\$40.96	2.15%	\$40.96
96 Gallon 3X/WK	2.87%	\$60.48	0.00%	\$60.48	2.15%	\$61.78	2.15%	\$61.78
1.5 yd 1X/WK	2.87%	\$120.16	0.00%	\$120.16	2.15%	\$122.74	2.15%	\$122.74
1.5 yd 2X/WK	2.87%	\$240.32	0.00%	\$240.32	2.15%	\$245.49	2.15%	\$245.49
1.5 yd 3X/WK	2.87%	\$360.46	0.00%	\$360.46	2.15%	\$368.21	2.15%	\$368.21
3 yd 1X/WK	2.87%	\$172.40	0.00%	\$172.40	2.15%	\$176.11	2.15%	\$176.11
3 yd 2X/WK	2.87%	\$344.78	0.00%	\$344.78	2.15%	\$352.19	2.15%	\$352.19
3 yd 3X/WK	2.87%	\$517.18	0.00%	\$517.18	2.15%	\$528.30	2.15%	\$528.30

### Commercial Overage Charges (per instance)

1.5 Yard	3.58%	\$44.14	0.00%	\$44.14	2.15%	\$45.09	2.15%	\$45.09
2 Yard	3.58%	\$53.12	0.00%	\$53.12	2.15%	\$54.26	2.15%	\$54.26
3 Yard	3.58%	\$87.86	0.00%	\$87.86	2.15%	\$89.75	2.15%	\$89.75
4 Yard	3.58%	\$105.64	0.00%	\$105.64	2.15%	\$107.91	2.15%	\$107.91
6 Yard	3.58%	\$128.56	0.00%	\$128.56	2.15%	\$131.32	2.15%	\$131.32