

**CITY OF SELMA
COUNCIL REGULAR MEETING
August 5, 2019**

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

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

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

MOMENT OF SILENCE: Mayor Robertson led a moment of silence for the victims and family members of those affected by the tragedies in Gilroy, El Paso, and Dayton, Ohio.

INVOCATION: Associate Pastor Keoki Kaolopono of Christ Driven Church led the invocation.

POTENTIAL CONFLICT OF INTEREST: Mayor Pro Tem Franco stated that has no potential conflict of interest, but would like to point out that he is related to the upcoming presenter.

ORAL COMMUNICATIONS: Mr. Mark Armenta, Selma Boys and Girls Club stepped forward to discuss recent Club events and provided Acting Public Works Director Ferrell with a plaque of appreciation for the Public Works staff.

Mr. Michael Rivera, Waste Management Public Sector Service Representative stepped forward to introduce Mr. AJ Singh as the new Waste Management District Manager.

PACIFIC GAS AND ELECTRIC COMPANY PRESENTATION: Erica Cabrera, PG&E Local Public Affairs Representative stepped forward to discuss the upcoming rate case and provided Council with a fact sheet regarding the rate case. After discussion, a request was made by Mayor Robertson to keep Council updated with the rate case.

SELMA KINGSBURG FOWLER COUNTY SANITATION DISTRICT PRESENTATION: Mr. Ben Munoz Jr., SKF General Manager, stepped forward to provide Council with the approved rate increases. He discussed the rate increase process, capital improvement plan, McCall Avenue project, and concerns regarding the timeline and how the items are ranked and categorized.

CONSOLIDATED MOSQUITO ABATEMENT DISTRICT PRESENTATION: Mr. Steve Mulligan, Consolidated Mosquito Abatement District Manager, stepped forward to provide a power point presentation regarding the updated health alert information on mosquitoes.

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

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

- 1. a. Approved Consideration of the May 28, 2019 Council meeting minutes
- b. Approved Consideration of the June 3, 2019 Council meeting minutes
- c. Approved Consideration of the June 10, 2019 Council meeting minutes
- d. Approved Consideration of a Professional Services agreement with NHA Advisors, LLC., for financial advisory services
- e. Approved Consideration of a Professional Services Agreement with Krazan & Associates for soil sampling and testing
- f. Approved Consideration of the Notice of Completion for Community Development Block Grant (CDBG) Project No. 16651, Selma Ringo Park Restroom Replacement Project
- g. Approved Consideration of Acceptance of Funds from the Edward Byrne Justice Assistance Grant Program
- h. Pulled Consideration of the check register dated July 31, 2019

AGENDA ITEM 1.h. CONSIDERATION OF THE CHECK REGISTER DATED JULY 31, 2019 After discussion, motion to approve the CHECK REGISTER DATED JULY 31, 2019 was made by Council member Trujillo and seconded by Council member Avalos. Motion carried with the following vote:

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

- 2. Information Only Public Hearing to Receive Community Input Regarding District Boundaries for District-Based Elections Pursuant to Elections Code Section 10010

Ms. Shalice Tilton, National Demographics Corporation Senior Consultant stepped forward and provided a power point presentation regarding districting composition and stated that this was the first of two public hearings required to identify neighborhoods, communities of

interest, and other local factors that should be considered or used as building blocks to begin drafting maps.

Mayor Robertson opened the public hearing at 7:36 p.m., there being no one to speak on the matter, and the public hearing was then closed at 7:37 p.m. After Council discussion regarding local factors that should be considered as building blocks to begin drafting maps, Mayor Robertson reopened the public hearing at 7:41 p.m. Public comment was received from Mr. Bob Allen. Mayor Robertson then closed the public hearing at 7:50 p.m.

After further discussion, Council thanked Ms. Tilton for the information. Mayor Robertson stated that there was no Council action needed, only public hearing to receive input.

3. 2019-41R Public Hearing to Consider a Resolution confirming the annual refuse collection charges to be added to the 2019-20 Fresno County property tax roll

Mayor Robertson opened the public hearing at 7:50 p.m., there being no public comment, the public hearing was closed at 7:51 p.m., with staff reporting that there were no protest letters received regarding the matter. After Council discussion, motion was made by Council member Trujillo and seconded by Council member Avalos to adopt RESOLUTION NO. 2019-41R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA CONFIRMING THE REPORT OF ANNUAL REFUSE COLLECTION CHARGES TO BE ADDED TO THE 2019-2020 FRESNO COUNTY PROPERTY TAX ROLL. Motion carried with the following vote:

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

4. Approved Consideration of Renewal of a Professional Services Agreement with Second Chance Animal Shelter for City Animal Care and Control Services

City Manager Gallavan discussed the agreement for Council. Animal Control Officer Alex Colores stepped forward and presented a video describing the 2018 Animal Shelter Annual Report. After discussion, motion was made by Mayor Pro Tem Franco and seconded by Council member Guerra to approve the PROFESSIONAL SERVICES AGREEMENT WITH SECOND CHANCE ANIMAL SHELTER NOT TO EXCEED \$96,609.60 ANNUALLY, AND AUTHORIZE THE CITY MANAGER TO EXECUTE. Motion carried with the following vote:

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

5. 2019-42R Consideration of a Resolution establishing a policy for the sale of alcoholic beverages at large non-profit events held at Pioneer Village

After discussion, motion was made by Mayor Pro Tem Franco and seconded by Council member Franco to adopt RESOLUTION NO. 2019-42R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, ESTABLISHING A POLICY FOR THE SALE OF ALCOHOLIC BEVERAGES AT LARGE NON-PROFIT EVENTS HELD AT PIONEER VILLAGE. Motion carried with the following vote:

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

6. 2019-43R Consideration of a Resolution approving the preliminary Engineer's Report, declaring intention to levy and collect the annual assessment for services rendered in the Landscaping and Lighting Maintenance District No. 1, and providing notice of public hearing on the proposed assessments

After discussion, motion was made by Council member Avalos and seconded by Council member Trujillo to adopt RESOLUTION NO. 2019-43R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APPROVING THE PRELIMINARY ENGINEER'S REPORT, DECLARING INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENT FOR SERVICES RENDERED IN THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 1, AND PROVIDING NOTICE OF PUBLIC HEARING ON THE PROPOSED ASSESSMENTS. Motion carried with the following vote:

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

DEPARTMENT REPORTS: City Manager Gallavan reported on recent activities from the CrisCom Company and Townsend Public Affairs.

City Attorney Sparks stated that under the Brown Act, the Settlement Agreement with Nelson for the alley located at 2604 Dockery is requested to be disclosed ten days after the settlement agreement is signed. She further reported that the agreement is for forty-one thousand dollars.

Assistant City Manager Moreno stated that he would begin assessing the financials for the previous fiscal year.

Acting Public Works Director Ferrell discussed the Ringo Park restroom project, the wood chip removal project on Golden State. He also reported that forty-one street light polls had been retrofitted to LED fixtures.

Fire Chief Petersen provided an update on the timeline for the new engine and the brush truck.

Police Chief Garner provided a power point presentation on the mid-year part one crime statistics.

COUNCIL REPORTS: Council member Trujillo reported on attending the Congressman TJ Cox Open House, Bringing Broken Neighborhoods Back to Life meeting, United Health Center mixer, and Selma Business Alliance meeting.

Council member Guerra reported on attending the following: United Health Center mixer, Chamber ribbon cutting, Boys and Girls Club Car show, and Congressman TJ Cox Open House.

Council member Avalos reported on attending the following: United Health Center mixer, Chamber ribbon cutting, Boys and Girls Club Car show, Ministerial Alliance meeting, and Congressman TJ Cox Open House.

Mayor Pro Tem Franco inquired on Senate Bill 1 (SB1) and requested a timeline for the Nebraska Avenue project.

Mayor Robertson reported on attending the following: Chamber ribbon cutting, Congressman TJ Cox Open House, meeting with a citizen regarding public safety, COG meeting, concern from citizen regarding High Street sidewalk, and recent discussion with Senator Hurtado.

ORAL COMMUNICATIONS: Mr. Angel Arevalo stepped forward to comment on the police presentation, thanked the Public Works department for installing the Neighborhood Watch Sign and thanked Mayor Robertson, Council member Avalos and Council member Guerra for attending the recent Neighborhood Watch meeting.

Mr. Bob Allen, Executive Director of the Selma District Chamber of Commerce discussed the upcoming Chamber events.

Mayor Robertson announced that the National Night Out event at Cueva de Oso.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:59 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
SPECIAL MEETING
August 6, 2019**

The special closed meeting of the Selma City Council was called to order at 9:00 a.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were City Attorney Sparks, Labor Counsel Bennett, City Manager Gallavan, and interested citizens.

The notice for this meeting was duly posted in a location visible at all times by the general public twenty-four hours prior to this meeting.

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

Mayor Robertson reconvened the meeting from closed session at 10:54 a.m.

City Attorney Sparks reported that the City Council recessed into closed session regarding the item described above and stated that direction was given to the City Attorney and to staff, and that there was nothing further to report.

ADJOURNMENT: There being no further business, the meeting was adjourned at 10:55 a.m.

Respectfully submitted,

Reyna Rivera
City Clerk

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

February 3, 2020

ITEM NO:

1.c.

SUBJECT: Consideration of a Resolution authorizing the Participation in the Community Development Block Grant ("CDBG") Program for 2021-22, 2022-23 and 2023-24

RECOMMENDATION: It is recommended that the Council adopt the Resolution authorizing the City Manager to execute the Fresno County Joint Powers Agreement approving the continued participation in the Community Development Block Grant (CDBG) Program for 2021-22, 2022-23 and 2023-24.

DISCUSSION: Every three years, Fresno County and its partner cities must re-qualify for Urban County entitlement status with the U.S. Department of Housing and Urban Development (HUD) for federal Community Development Block Grant (CDBG) and related Home Investment Partnerships Act Partnerships Act (HOME) Programs funding for a new three-year period.

Cities wishing to participate in the Urban County Entitlement Program must enter into a cooperative agreement with the County and all other participating cities, known as the Joint Powers Agreement (JPA) for the period of HUD's three-year funding cycle, which begins July 1, 2021 and ends June 30, 2024.

In order to meet the re-qualification period deadline, each city must advise the County in writing on or before March 31, 2020, of its official decision to participate or not in the County's program for the new three-year period.

RECOMMENDATION: It is recommended that the Council adopt the Resolution authorizing the City Manager to execute the Fresno County Joint Powers Agreement approving the continued participation in the Community Development Block Grant (CDBG) Program for 2021-22, 2022-23 and 2023-24.



Teresa Gallavan, City Manager

1-27-20

Date

RESOLUTION NO. 2020-__R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOINT POWERS
AGREEMENT FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR THE PERIOD OF HUD'S THREE-YEAR FUNDING
CYCLE BEGINNING JULY 1, 2021 THROUGH JUNE 30, 2024**

WHEREAS, Fresno County and its partner cities must re-qualify for Urban County entitlement status with the U.S. Department of Housing and Urban Development ("HUD") for Federal Community Development Block Grant ("CDBG") and related HOME Investment Partnership Act ("HOME") funding for a new three-year period; and

WHEREAS, Cities wishing to participate in the Urban County Entitlement Program must enter into a cooperative agreement with the County and all other participating cities, known as the Joint Powers Agreement ("JPA"), for the period of HUD's three-year funding cycle beginning July 1, 2021 and ending 30, 2024; and

WHEREAS, in order to meet the re-qualification period deadline, each city must advise the County in writing on or before March 31, 2020, of its official decision to participate or not in the County's program for the new three-year period.

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

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

Section 2. That the City of Selma hereby requests continued participation in the CDBG Program for the period of HUD's three-year funding cycle beginning July 1, 2021 and ending June 30, 2024, and authorizes the City Manager to execute Joint Powers Agreement for Housing and Community Development County of Fresno of such decision.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 3rd day of February 2020 by the following roll call vote:

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

ATTEST:

Reyna Rivera, City Clerk

Louis Franco, Mayor of the City of Selma



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

January 2, 2020

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

Dear Ms. Gallavan:

Subject: Participation in Fresno County's Urban County Community Development Block Grant Program for Program Years 2021-22, 2022-23 and 2023-24

Every three years, the County of Fresno and its partner cities must requalify for Urban County entitlement status with the U.S. Department of Housing and Urban Development (HUD) in order to receive entitlement grant funds under the Federal Community Development Block Grant (CDBG) and related Home Investment Partnerships Act (Home) Program for a new three-year period. Cities wishing to participate with the County in the Urban County Entitlement Program must enter into a cooperative agreement with the County and all other participating cities, known as the Joint Powers Agreement (JPA), for the period of HUD's three year funding cycle, which begins July 1, 2021 and ends June 30, 2024.

In order to meet HUD's requalification period deadline, each city must advise the County in writing on or before March 31, 2020, of its official decision to participate or not in the County's program for the new three-year period.

Each City must provide a Resolution or Minute Order notifying the County of the City's official decision to participate (or not) in the County's program for the 2021-2024 three-year period.

Additionally, if the City elects to join or rejoin the County's program, the City's Resolution or Minute Order must also include authorization for the Mayor or City Manager to sign the Joint Powers Agreement on the City's behalf.

At this time, HUD has not yet identified any new requirements for the next Urban County requalification; therefore, no significant changes to the JPA are expected for the new three-year period. We anticipate receiving notice of HUD requirements in April, including any changes, and at that time will send the final JPA for City execution. Should any changes to the current JPA content be required, the changes will be highlighted in the final JPA, along with any explanation if necessary.

Ms. Teresa Gallavan, City Manager
January 2, 2020
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A copy of the current executed JPA between the County and the six cities currently participating is enclosed for your information and reference. The current JPA includes provisions intended to provide for maximum flexibility for the cities to exchange CDBG funds between them to allow for project efficiencies and the maximum timeliness of expenditures to comply with Federal requirements.

Each City participating in Fresno County's Urban County Entitlement Program receives a guaranteed percentage of the overall CDBG funds received each year in accordance with the same Federal formula that is used by HUD to provide funds to entitlement communities nationwide. Cities can select their own eligible activities to fund, including infrastructure, housing and public services. Cities participating in the Urban County Program also participate in the HOME Program, which provides funds to residents of those cities for housing rehabilitation and downpayment homebuyer assistance. The HOME Program also provides housing loan funds as gap financing for affordable housing development projects within those cities based on qualified applications. The JPA also provides for participating cities to have access to any additional funding that may be made available to the Urban County CDBG Program. For example, the County's Neighborhood Stabilization Program was recently completed and used one-time additional funding to purchase and rehabilitate foreclosed homes in the participating cities, and to provide downpayment assistance for qualified buyers to purchase the homes.

Cities participating in the Urban County Entitlement Program are not eligible to compete for the State of California's Small Cities CDBG Program funds.

If you have any questions or need additional information regarding requirements, procedures and deadlines, please feel free to contact Kristi Johnson, Principal Analyst, at (559) 600-4292.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Glenn Allen', with a long horizontal flourish extending to the right.

Glenn Allen
Community Development Manager

GA:JN:dc
G:\7205ComDev\CDBG and GRANT PERM FILES\Joint Powers Agreements\2021-2024\JPA Participation Invitation.docx
December 31, 2019

Enclosures

JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

THIS AGREEMENT, herein after referred to as the Agreement is made this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as the "COUNTY", and the incorporated CITIES OF FOWLER, KERMAN, KINGSBURG, REEDLEY, and SELMA, all being municipal corporations of the State of California, and located within the boundaries of the County of Fresno, hereinafter referred to as "CITY"/"CITIES":

WITNESSETH

WHEREAS, the COUNTY and the CITIES desire to engage in housing and community development activities as authorized under the Housing and Community Development Act of 1974, as amended, and hereafter referred to as the "ACT"; and

WHEREAS, the ACT requires that certain cooperation agreements be entered into between the COUNTY and the CITIES for a period of three years in order to implement the provisions and terms of said ACT; and

WHEREAS, the COUNTY and the CITIES are public agencies under the provisions of Section 6500 of the Government Code of the State of California, and each is authorized by law to enter into Joint Powers Agreements; and

WHEREAS, the COUNTY and the CITIES are individually authorized by law to engage in housing and community development activities; and

WHEREAS, the COUNTY and the CITIES do hereby find and determine that it is in the best interest of the residents of the unincorporated area of the COUNTY and of the CITIES that housing and community development activities be performed jointly in accordance with the provisions of this Agreement in that the U.S. Department of Housing and Urban Development (HUD) recommends the expenditure of funds for such purpose on a regional basis; and

WHEREAS, the COUNTY requalified for entitlement status as an urban county to administer and implement the Community Development Block Grant (CDBG), HOME Investment

Partnerships (HOME) and Emergency Solutions Grant (ESG) Programs for housing and community development activities and homeless services for each of the participating parties to this Agreement in accordance with the provisions of the ACT, the laws of the State of California, and the terms and conditions hereinafter provided.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties to this Agreement, pursuant to the requirements of the ACT, agree to take all required actions to comply with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, National Environmental Policy Act of 1969, Executive Order 11988, 24 CFR 570 pertaining to the CDBG Program regulations, and to comply with other applicable laws.

2. The COUNTY is responsible for program administration and implementation; determining needs; setting goals; preparing and submitting a five-year Consolidated Plan, annual Action Plan, Consolidated Annual Performance and Evaluation Report, and all required assurances or certifications to HUD, and has the final authority for approving CDBG, HOME Investment Partnerships and ESG Program activities and priorities.

3. The parties to this Agreement acknowledge that the COUNTY and CITIES may not sell, trade, or otherwise transfer all or any portion of their CDBG funds to another metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds, in exchange for any other funds, credits or non-Federal considerations, but must use these funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

4. The parties to this Agreement, pursuant to the requirements of the ACT, agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

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1 5. The parties to this Agreement understand the COUNTY is prohibited from funding
2 activities or supporting any CITY that does not affirmatively further fair housing within its own
3 jurisdiction or that impedes the COUNTY's actions to comply with its fair housing certification.

4 Pursuant to the ACT, the CITIES have adopted and are enforcing:

5 a. A policy prohibiting the use of excessive force by law enforcement agencies
6 within their jurisdictions against any individuals engaged in non-violent civil rights
7 demonstrations.

8 b. A policy of enforcing applicable state and local laws against physically
9 barring entrance to or exit from a facility or location which is the subject of such non-violent civil
10 rights demonstrations within their jurisdictions.

11 6. The CITIES do not have the power to veto or otherwise restrict, obstruct
12 implementation, or withhold support to the community development and housing assistance
13 activities referred to in the Consolidated Plan and annual Action Plan, for any program year
14 covered by this Agreement and/or such additional time as may be required for the expenditure
15 of funds granted to the COUNTY for such period.

16 7. It is understood and agreed that pursuant to the ACT, the participating CITIES
17 shall not be entitled to make separate applications for CDBG funds under the State's Small Cities
18 CDBG Program during the period in which the CITIES are participating in the COUNTY's CDBG
19 Program. Furthermore, the CITIES may not participate in a HOME consortium except through
20 the COUNTY regardless of whether the COUNTY receives a HOME formula allocation. Nothing
21 herein shall be construed as limiting in any manner the powers of any of the respective parties
22 to initiate and complete a local activity within their respective jurisdiction with their own funds.

23 8. The allocation of funds for annual expenditures on CDBG activities shall be
24 shared on a proportionate basis determined by an allocation formula, after the COUNTY's cost
25 for implementing the CDBG Program has been subtracted, not to exceed the maximum 20%
26 administrative cap. Such allocation formula shall be based upon the formula prescribed by the
27 ACT.

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1 However, it is understood and agreed that any proposed expenditure is subject
2 to the condition that a different distribution of funds may occur at the COUNTY's discretion when
3 made necessary to comply with the ACT, including but not limited to regulatory expenditure
4 requirements.

5 9. Each CITY, pursuant to 24 CFR 570.501(b), is considered a subrecipient of
6 CDBG funds and is subject to the requirements for subrecipients. Before disbursing CDBG funds
7 to a subrecipient, the COUNTY shall prepare a written Agreement in accordance with Federal
8 regulations (as described in 24 CFR 570.503) and execute such Agreement with the
9 subrecipient. The Agreement shall remain in effect during any period that the subrecipient has
10 use of CDBG funds, including program income.

11 10. Each CITY in formulating its annual application to expend CITY allocated CDBG
12 funds shall conduct at least one annual public meeting to provide its residents an opportunity to
13 participate in the recommendation of activities for the CDBG Program. Such meetings shall be
14 conducted whenever a participating CITY intends to seek approval for an activity to be funded
15 with CDBG funds. If a CITY intends to continue with a multi-year activity that was approved as
16 a multi-year activity during a prior year, then said public meeting may be waived. Each of the
17 participating CITIES shall provide reasonable notice to its residents of said meetings and shall
18 make efforts to disseminate information to the public concerning a particular activity.

19 11. Each CITY agrees to develop and complete eligible program activities in a timely
20 manner so that the Urban County CDBG Entitlement Program will comply with Federal
21 expenditure requirements.

22 12. Each CITY agrees to submit application(s) for eligible CDBG activities no later
23 than July 31st prior to the start of each program year. Should a CITY not submit an application
24 for an eligible activity by the July 31st date, and/or make substantial progress toward completion
25 of an eligible activity during the program year in which the funds are allocated, upon mutual
26 agreement by the staff of all the parties, the COUNTY shall redistribute funds to another
27 participating CITY/CITIES with an eligible activity ready to commence.

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1 13. If a CITY's CDBG funds are advanced to another participating CITY/CITIES in
2 order to accelerate expenditures, including but not limited to meet requirements for timeliness of
3 expenditures, the CITY advancing funds shall be reimbursed by the recipient of those funds with
4 the recipient's next program year allocation.

5 14. If a CITY, due to unforeseen and uncontrollable circumstances, cannot comply
6 with the time schedule within an executed project agreement, the schedule for the activity may
7 be extended by the COUNTY.

8 15. If a CITY, for any reason, cancels a program activity without completion, the CITY
9 shall reimburse to the COUNTY the amount of all CDBG funds provided to the CITY for the
10 activity. The reimbursed amount of funds shall be credited back to the CITY's allocation of CDBG
11 funds.

12 16. Any CDBG funds remaining available to any CITY and not allocated during the
13 term of this Agreement to an activity upon which substantial progress is being made, will no
14 longer be available to that CITY should that CITY not enter into the next succeeding Joint Powers
15 Agreement. Such CDBG funds shall be distributed to the COUNTY and the then-participating
16 CITIES of that Joint Powers Agreement, based upon the formula established by the ACT.
17 Determination regarding substantial progress shall be made by the COUNTY in its sole
18 discretion.

19 17. The COUNTY agrees to make HOME funds available for eligible housing
20 activities within the jurisdictions of the CITIES as well as within the unincorporated area. HOME
21 funds will be provided to eligible residents, institutions and agencies for eligible housing activities
22 approved by the Board of Supervisors, on a first-come, first-served basis.

23 18. The COUNTY shall use its ESG funds for the residents of the unincorporated area
24 of the COUNTY and of the CITIES, though service points may be centrally located. ESG shall
25 be administered through the COUNTY's Department of Social Services. It is understood and
26 agreed that the CITIES may not apply for and do not receive a formula allocation under the
27 Federal ESG Program. Furthermore, CITIES participating in the Urban County program do not
28 receive individual allocations of ESG funds. However, nothing herein shall be construed as

1 limiting in any manner the powers of any of the respective parties to initiate a separate application
2 for ESG funds under the State's ESG Program, if allowed by the State.

3 19. The COUNTY shall make available to each CITY any special funding allocations
4 that may be based on the CITIES' participation with the COUNTY in the CDBG Program. These
5 programs may include, but shall not be limited to, the HOME Investment Partnerships Program
6 and special allocations of CDBG funds that exceed the annual entitlement provided through this
7 Agreement during the term of this Agreement.

8 20. The COUNTY shall be responsible for monitoring and reporting to HUD the use
9 of any program income generated from activities funded by this Agreement.

10 21. The reporting obligation of the CITIES pursuant to the ACT shall include the
11 following:

12 a. A participating CITY must inform the COUNTY when any program income
13 is generated by the expenditure of CDBG funds.

14 b. In the event of close-out of the CDBG Program or a change in status of a
15 participating CITY, each participating CITY must inform the COUNTY of any CDBG generated
16 program income received prior to or subsequent to the close-out or change in status of a
17 participating CITY.

18 c. Any program income generated by a CITY CDBG-funded activity must be
19 paid to the COUNTY. The COUNTY shall credit the amount to that CITY'S CDBG allocation for
20 use on subsequent CITY CDBG eligible activities in accordance with Federal requirements;
21 provided that, the CITY is participating in the COUNTY'S CDBG Program at the time the program
22 income is generated.

23 d. If the CITY is not participating in the COUNTY's CDBG Program at the
24 time the program income is generated, the COUNTY is not obligated to credit the amount to that
25 CITY'S CDBG allocation for use on subsequent CITY CDBG eligible activities should that CITY
26 return to the COUNTY'S CDBG Program.

27 e. CDBG program income will be made available to a CITY either upon receipt
28 by the COUNTY or not later than the subsequent program year.

1 22. Each participating CITY shall notify the COUNTY whenever there is any
2 modification or change in the use of any real property acquired or improved in whole or in part
3 using CDBG funds. If real property acquired or improved with CDBG funds is sold by a CITY for
4 a use which does not qualify under the CDBG program, the CITY shall reimburse the COUNTY
5 in an amount equal to the current fair market value less any portion thereof attributable to
6 expenditures of non-CDBG funds. It is therefore understood and agreed that pursuant to the
7 ACT:

8 a. These requirements shall continue in effect for the life of the
9 improvements.

10 b. In the event the CDBG Program is closed-out or there is a change in status
11 of the cooperation agreement between the COUNTY and participating CITY, the requirements
12 of this Section shall remain in effect for activities funded with CDBG funds, unless action is taken
13 by the Federal government to relieve the COUNTY and the participating CITIES of these
14 obligations.

15 c. If a CITY is required to repay the COUNTY for reasons described in this
16 Section of the Agreement, the COUNTY shall make the repaid funds available to that CITY for
17 eligible CDBG activities in accordance with Federal requirements; provided that, the CITY is
18 participating in the COUNTY's CDBG Program at the time of the reimbursement.

19 d. If the CITY is not participating in the COUNTY's CDBG Program at the time
20 the income is generated, the COUNTY is not obligated to credit the amount to that CITY'S CDBG
21 allocation.

22 23. The term of this Agreement shall commence on July 1, 2018 and shall terminate
23 on June 30, 2021. Notwithstanding the foregoing, this Agreement shall remain in effect until the
24 CDBG, HOME and ESG funds and program income received with respect to activities carried
25 out during the three-year qualification period are expended and the funded activities completed.
26 No parties to this Agreement may withdraw from, be released from, or terminate this Agreement
27 while the Agreement remains in effect. All parties to this Agreement are participants in the
28 preparation of the COUNTY's five-year Consolidated Plan, annual Action Plan, and Consolidated

1 Annual Performance and Evaluation Report, and are obligated through the three-year program
2 which includes said documents.

3 24. Notwithstanding the date of execution of the Agreement it shall be effective on
4 July 1, 2018. Each CITY shall sign the Agreement prior to the COUNTY. The COUNTY shall
5 insert the date it signs the Agreement on page 1, lines 4-5. The COUNTY shall insert names of
6 all participating CITIES on page 1, lines 7 and 8.

7 25. This Joint Powers Agreement shall be binding upon the parties hereto and their
8 successors and assigns.

9 26. It is understood that there may be a number of duplicate originals of this
10 Agreement and the signature of any representative member on any one Agreement shall be
11 deemed applicable to all such duplicated originals. Additionally, this Agreement may be
12 executed in any number of counterparts, each of which shall be deemed an original. The parties
13 agree that the County may assemble together in the original agreement to be provided to the
14 County Board of Supervisors for signature, one original signature page from each city, to form a
15 total original to be signed by the County Board of Supervisors.

16 27. Each party to this Agreement shall indemnify, defend and hold harmless the other
17 parties, their officers, agents, employees and representatives, from any and all loss, liability,
18 costs, expenses and damage to persons or property, and from any and all claims, demands and
19 actions in law or equity (including attorney's fees and legal expenses) arising or alleged to have
20 arisen directly from the wrongful act caused by its respective activities pursuant to this
21 Agreement.

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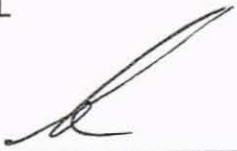
27 ///

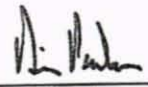
28 ///

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

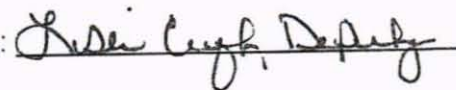
3 REVIEWED AND RECOMMENDED
4 FOR APPROVAL

COUNTY OF FRESNO

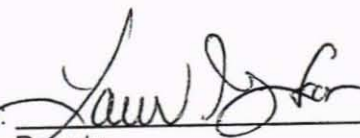
5
6 By 
7 Steven E. White, Director
8 Department of Public Works
9 and Planning


Brian Pacheco, Chairman
Board of Supervisors


10
11 ATTEST: Bernice E. Seidel, Clerk
12 Board of Supervisors

13
14 By: 
15 Oscar J. Garcia, CPA
16 Auditor-Controller/Treasurer – Tax

17
18 APPROVED AS TO ACCOUNTING FORM
19 Oscar J. Garcia, CPA
20 Auditor-Controller/Treasurer – Tax

21
22 By: 
23 Deputy

24
25 APPROVED AS TO LEGAL FORM
26 Daniel C. Cederborg, County Counsel

27
28 By: 
Deputy

FUND NO: 0001
SUBCLASS: 10000
ORG NO: 7205
ACCOUNT: 7885

SW:JN:jc
G:\7205ComDev\Agendas-Agreements\2017\0620_JPA-CDBG-HOME-ESG_AGT.docx
April 28, 2017

1 I HEREBY CERTIFY that the terms and provisions of this Agreement are fully authorized
2 under the laws of the State of California and all local laws and that this Agreement provides full
3 legal authority for the COUNTY to undertake, or assist in undertaking, essential community
4 renewal and lower income housing assistance activities.
5

6 DANIEL C. CEDERBORG, COUNTY COUNSEL
7

8 By: 
9 Deputy

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

3
4 CITY OF FOWLER

5
6 By *Jessie Davis*

7
8 ATTEST:

9 *Corina Fong*

10 City Clerk, City of Fowler

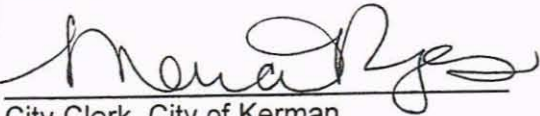
11 Planning Secretary
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

3
4 CITY OF KERMAN

5
6 By  _____

7
8 ATTEST:

9  _____

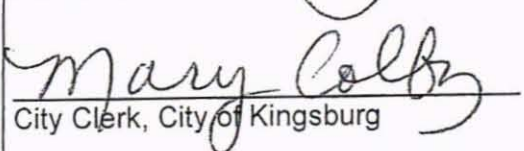
10 City Clerk, City of Kerman

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

3
4 CITY OF KINGSBURG

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6 By  _____

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8 ATTEST:

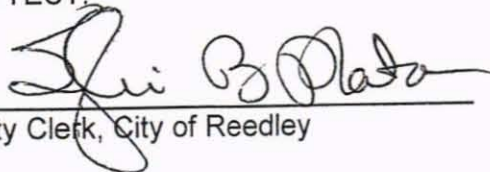
9 
10 City Clerk, City of Kingsburg

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

3 CITY OF REEDLEY

4
5 By 
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8 ATTEST:

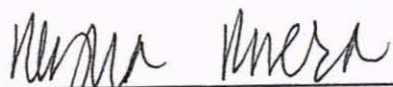
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10 City Clerk, City of Reedley
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

3 CITY OF SELMA

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5 By  _____
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8 ATTEST:

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10 _____
11 City Clerk, City of Selma
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AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT, ("Amendment I"), is made this 18th day of June, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and the incorporated CITIES OF FOWLER, KERMAN, KINGSBURG, REEDLEY, and SELMA, all municipal corporations of the State of California, and located within the boundaries of the COUNTY ("CITY"/"CITIES"), and the CITY OF MENDOTA ("CITY OF MENDOTA") a municipal corporation of the State of California located within the boundary of COUNTY.

WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974, as amended (the "ACT") requires that certain cooperation agreements be entered into between COUNTY and CITIES for a period of three years, in order to implement the provisions and terms of the ACT;

WHEREAS, on June 20, 2017, COUNTY entered into a Joint Powers Agreement No. 17-321 for Housing and Community Development ("Agreement") with CITIES, to implement the provisions and terms of the ACT, which Agreement became effective on July 1, 2018;

WHEREAS, the CITY OF MENDOTA has requested to join the Agreement for the one-year period of July 1, 2020 through June 30, 2021; and

WHEREAS, COUNTY and CITIES desire to add the CITY OF MENDOTA to the Agreement, so that the CITY OF MENDOTA may cooperate in the implementation of the ACT.

NOW THEREFORE, the COUNTY, the CITIES, and the CITY OF MENDOTA agree to amend the Agreement as follows:

1. That Page 1, Lines 6 and 7 is amended to read:

"CITIES OF FOWLER, KERMAN, KINGSBURG, MENDOTA, REEDLEY, and SELMA"

2. That the text on Page 8, Lines 3 through 6 is amended to read:

"24. Notwithstanding the date of execution of the Agreement, the Agreement shall be effective on July 1, 2018 as to the COUNTY and the CITIES OF FOWLER, KERMAN, KINGSBURG, REEDLEY, and SELMA, and shall be effective on July 1, 2020 as to the CITY OF MENDOTA. Each CITY shall sign the Agreement prior to COUNTY. COUNTY shall insert the date it signs the Agreement


1 on Page 1, Lines 4-5. County shall insert the names of all participating CITIES on Page 1, Lines 6 and
2 7."

3 3. CITY OF MENDOTA hereby agrees to all terms of the Agreement, as amended, and
4 agrees to be bound by the terms of the Agreement, as amended. CITY OF MENDOTA hereby
5 acknowledges that it has received a complete copy of the Agreement, as amended.

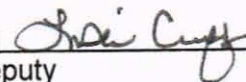
6 All remaining provisions, terms, covenants, conditions, and promises contained in said Agreement
7 shall remain in full force and effect.

8 IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to the Joint Powers
9 Agreement to be executed as of the date and year first above written.

10 COUNTY OF FRESNO

11 
12 _____
13 Nathan Magsig, Chairman of the Board
14 of Supervisors of the County of Fresno

15 **ATTEST:**
16 Bernice E. Seidel
17 Clerk of the Board of Supervisors
18 County of Fresno, State of California

19 By  _____
20 Deputy

21
22
23 FOR ACCOUNTING USE ONLY


24 ORG No 7205
25 Account No. 7885
26 Fund No. 0001
27 Subclass No. 10000
28

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT
3

4 CITY OF FOWLER

5
6 By 
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8
9 ATTEST:

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11 City Clerk, City of Fowler
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF KERMAN

5
6 By  _____
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9 ATTEST:


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11 City Clerk, City of Kerman
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF KINGSBURG

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6 By 

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9 ATTEST:

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11 City Clerk, City of Kingsburg
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT
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4 CITY OF MENDOTA

5
6 By 

7 Its City Manager
8

9 ATTEST:

10 

11 City Clerk, City of Mendota
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF REEDLEY

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6 By  _____

7
8
9 ATTEST:

10  _____
11 City Clerk, City of Reedley
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT
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4 CITY OF SELMA
5

6 By *A. Gallavan*
7

8
9 ATTEST:

10 *Neyra Rivera*
11 City Clerk, City of Selma
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**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

February 3, 2020

ITEM NO:

1.d.


SUBJECT: Consideration to enter into an interlocal contract for cooperative purchasing between the City of Selma and the Houston-Galveston Area Council (HGAC), for the cooperative purchasing of breathing apparatus.

RECOMMENDATION: Staff recommends that Council approve the purchasing contract between HGAC and the City of Selma and authorizes the City Manager to execute all necessary documents.

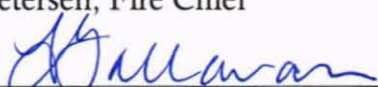
BACKGROUND: In September of 2019, the Fire Department received notice that its grant application for FEMA's Assistance to Firefighters Grant had been approved for award in the amount of \$286,105.00. This is a regional grant between the Selma Fire Department and North Central Fire Protection District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

DISCUSSION: To facilitate the purchasing of the breathing apparatus, and ensure Federal purchasing guidelines are met, staff recommends utilizing this cooperative purchasing agreement. The cooperative purchasing agreement has gone through the competitive bid process and has accepted the best proposal. All vendors associated with the agreement must provide the materials at that cost. By entering into this agreement, it will save the City the time and money that it would take to go through the competitive bid process on our own, which is required to purchase the breathing apparatus. Bauer Compressors, who will be the vendor that provides our breathing apparatus, are members of the HGAC agreement. This contract will ensure that our breathing apparatus are purchased at the best possible price, while maintaining compliance with FEMA purchasing requirements. There is no cost associated with entering into the agreement.

RECOMMENDATION: Staff recommends that Council approve the purchasing contract between HGAC and the City of Selma and authorizes the City Manager to execute all necessary documents.


Rob Petersen, Fire Chief

1-28-20
Date


Teresa Gallavan, City Manager

1-27-20
Date



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.:

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____, and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By:

Signature of chief elected or appointed official

*

Typed Name & Title of Signatory

*

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By:

Executive Director

Date:

**Denotes required fields*

rev. 4/18

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Title: _____
Ph No.: _____
Fx No.: _____
E-Mail Address: _____

Authorized Official: _____
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Title: _____
Ph No.: _____
Fx No.: _____
E-Mail Address: _____

Official Contact: _____
(Purchasing Agent/Auditor/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Title: _____
Ph No.: _____
Fx No.: _____
E-Mail Address: _____

Official Contact: _____
(Public Works Director/Police Chief/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Title: _____
Ph No.: _____
Fx No.: _____
E-Mail Address: _____

Official Contact: _____
(EMS Director/Fire Chief/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Title: _____
Ph No.: _____
Fx No.: _____
E-Mail Address: _____

* denotes required fields

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
74115	01/16/2020	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		463.83
74116	01/16/2020	Printed	MARK ALVES / ALVES ELECTRIC	PIONEER VILLAGE CAMERA INSTALLATION		250.00
74117	01/16/2020	Printed	AMERICAN AMBULANCE	AMBULANCE REIMBURSEMENT		200.00
74118	01/16/2020	Printed	NICOLETTE ANDERSEN	ZOMBIE PROM SUPPLIES REIMB.		723.73
74119	01/16/2020	Printed	ANTHEM BLUE CROSS BLUE SHIELD	AMBULANCE OVERPAYMENT REIMB		402.90
74120	01/16/2020	Void				0.00
74121	01/16/2020	Void				0.00
74122	01/16/2020	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS		1,592.35
74123	01/16/2020	Printed	AT&T	TELEPHONE-DECEMBER 2019		21.64
74124	01/16/2020	Printed	AT&T	TELEPHONE 11/4/19-12/3/19		1,424.62
74125	01/16/2020	Printed	AT&T	TELEPHONE 11/4/19-12/3/19		146.31
74126	01/16/2020	Printed	AT&T	TELEPHONE 11/12/19-12/11/19		62.53
74127	01/16/2020	Printed	AT&T	TELEPHONE 12/1/19-12/31/19		244.20
74128	01/16/2020	Printed	AT&T	TELEPHONE 12/4/19-1/3/20		1,409.34
74129	01/16/2020	Printed	AT&T	TELEPHONE 12/4/19-1/3/20		152.17
74130	01/16/2020	Printed	AT&T	TELEPHONE 12/4/19-1/3/20		146.31
74131	01/16/2020	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 12/1-12/31/19		438.11
74132	01/16/2020	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 11/12-12/11/19		1,456.20
74133	01/16/2020	Printed	BANNER PEST CONTROL INC	PEST CONTROL-DECEMBER 2019		441.00
74134	01/16/2020	Printed	PAUL BARNES	AMBULANCE OVERPAYMENT REIMB		149.00
74135	01/16/2020	Printed	DANIEL BATTENFIELD	HS11550 TRAINING PER DIEM 1/22-1/24/20	R	33.00
74136	01/16/2020	Printed	BENNETT & BENNETT, INC.	PVC/TRU BLU RECTORSEAL LLMD11		45.49
74137	01/16/2020	Printed	SASHA L BLAIR	ZOMBIE PROM SUPPLIES REIMB.		69.96
74138	01/16/2020	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE		360.00
74139	01/16/2020	Printed	CALIFORNIA'S VALUED TRUST	AMBULANCE OVERPAYMENT REIMB		1,239.95
74140	01/16/2020	Printed	ROD CARSEY	PLAN CHECKS -DECEMBER 2019		3,836.97
74141	01/16/2020	Printed	CASCADE FIRE EQUIPMENT COMPANY	SCBA REPAIRS		26.91
74142	01/16/2020	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		1,434.24
74143	01/16/2020	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 19-6870 & 19-6832		361.00
74144	01/16/2020	Printed	JONATHAN CHACON	HS11550 TRAINING PER DIEM 1/22-1/24/20	R	33.00
74145	01/16/2020	Printed	GREGORY N. CHERNEY	PRE-EMPLOYMENT PSYCHOLOGICAL EXAM		450.00
74146	01/16/2020	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP 12/15-1/14/20		3,280.05
74147	01/16/2020	Printed	CITY OF SELMA FIRE DEPT	REPLENISH PETTY CASH		61.49
74148	01/16/2020	Printed	COMCAST	INTERNET SERVICE -JAN 2020		821.45
74149	01/16/2020	Printed	COMCAST	PD TO FCSO -JAN 2020		684.96
74150	01/16/2020	Printed	COMMUNITY MEDICAL CENTER	BLOOD DRAWS -OCT & NOV 19		525.00
74151	01/16/2020	Printed	COUNTY OF FRESNO	CRIME SCENE INVESTIGATIONS		1,047.50
74152	01/16/2020	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES- NOV 19		78.26
74153	01/16/2020	Printed	CSJVRMA	2019/2020 3RD QTR DEPOSIT		194,987.00
74154	01/16/2020	Printed	DATAPATH LLC	NETCARE & ONSITE SUPPORT -JAN 20 & INSTALL SERVERS NIBLE/VMWARE LABOR II/III		15,625.00
74155	01/16/2020	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -NOV 19 & FINGERPRINTS -NOV & DEC 19		442.00
74156	01/16/2020	Printed	DITCH WITCH WEST	PURCHASE TRENCHER & TRAILER		19,432.57
74157	01/16/2020	Printed	GONZALO JR CARRASCO DUENAS	POLICE ACADEMY CADET MONTHLY STIPEND -JAN 20		500.00
74158	01/16/2020	Printed	DUNCAN ENTERPRISES	SUPPLIES FOR SENIOR CERAMICS		44.79
74159	01/16/2020	Printed	DYSON JANZEN ARCHITECTS, INC.	NEW PD STATION AGREEMENT	PDSA	26,350.36
74160	01/16/2020	Printed	ENERSPECT MEDICAL SOLUTIONS,	MEDICAL EQUIPMENT MAINTENANCE		1,247.60
74161	01/16/2020	Printed	FINANCIAL PACIFIC LEASING	COMPUTER UPGRADE LEASE		11,020.93
74162	01/16/2020	Printed	FIVE CITIES EDA	3RD QUARTER DUES JAN-MAR 2020		1,387.72
74163	01/16/2020	Printed	FREEDOM FOREVER LLC	SOLAR PERMIT REFUND 19-0562		93.08
74164	01/16/2020	Printed	FRUSA EMS LLC	AMBULANCE BILLING -DEC 19		9,922.12
74165	01/16/2020	Printed	RENE GARZA	GYM MEMBERSHIP REIMBURSEMENT		150.00
74166	01/16/2020	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES -SEPT 2019		9,995.00
74167	01/16/2020	Printed	GLOBAL EQUIPMENT COMPANY INC.	FILTERS FOR DRINKING FOUNTAINS		290.77
74168	01/16/2020	Printed	JESSE GOMEZ	EMT RECERT & FIRE BOOTS REIMBURSEMENT		266.95
74169	01/16/2020	Printed	DAKOTA GORDON	STATION SUPPLIES REIMB.		57.18
74170	01/16/2020	Printed	GOVERNMENT REVENUE SOLUTIONS	SUTA SERVICES QTR END 6/30/19		2,288.45

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CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
74171	01/16/2020	Printed	PHILIP C GRIJALVA	ZOMBIE PROM DECAL STICKERS		30.00
74172	01/16/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 1/1/20		515.00
74173	01/16/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 12/18/19		2,658.40
74174	01/16/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 12/25/19		969.20
74175	01/16/2020	Printed	HEALTHWISE SERVICES, LLC.	KIOSK MEDICAL WASTE SERVICES	R	150.00
74176	01/16/2020	Printed	HEWLETT-PACKARD FINANCIAL	LEASE FOR SERVERS 1/1-1/31/20		1,347.37
74177	01/16/2020	Printed	JORGENSEN & COMPANY	SEMI ANNUAL HOOD INSPECTION SR CENTER KITCHEN		172.31
74178	01/16/2020	Printed	KINGSBURG CHAMBER OF COMMERCE	FRESNO COUNTY FRUIT TRAIL		500.00
74179	01/16/2020	Printed	KRAZAN & ASSOCIATES, INC.	NEW PD STATION CONSTRUCTION TESTING & INSPECTION SERVICES -DEC 19	PDSA	1,200.00
74180	01/16/2020	Printed	LATENT FORENSIC	EVIDENCE PLACARDS, BAGS & FLAGS		290.50
74181	01/16/2020	Printed	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES 2020		198.50
74182	01/16/2020	Printed	LEE CENTRAL CALIFORNIA	EMPLOYMENT ADS & NOTICES		572.39
74183	01/16/2020	Printed	LIEBERT, CASSIDY, WHITMORE	APPEAL, ERMA, ADVICE, GENERAL LEGAL FEES -NOV 19		14,721.50
74184	01/16/2020	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		191.15
74185	01/16/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		389.58
74186	01/16/2020	Printed	CEASAR LUNA	STATION SUPPLIES REIMBURSEMENT		91.66
74187	01/16/2020	Printed	MCCAIN	CABINET FOR TRAFFIC ST LIGHTS		13,536.60
74188	01/16/2020	Printed	KYLE MCGUIRE	PHLEBOTOMY SERVICE 19-8093		50.00
74189	01/16/2020	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB-JAN 20		1,687.69
74190	01/16/2020	Printed	MEDICARE NORIDIAN JE PART B	AMBULANCE OVERPAYMENT REIMB		234.33
74191	01/16/2020	Printed	METRO UNIFORM	FIRE/POLICE REVOLVING ACCT	R	873.00
74192	01/16/2020	Printed	STANLEY MILLER	AMBULANCE OVERPAYMENT REIMB		40.19
74193	01/16/2020	Printed	ISAAC MORENO	CSMFO CONFERENCE PER DIEM & MILEAGE 1/28-1/31/20		391.80
74194	01/16/2020	Printed	MARK DALE NEWTON / NEWTON'S CUSTOM TRACTOR WORK	REMOVING HOMELESS ENCAMPMENT HIGHLAND/FLORAL	R	1,500.00
74195	01/16/2020	Void				0.00
74196	01/16/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		837.73
74197	01/16/2020	Printed	DAMEN ROMAN PARDO	ZOMBIE PROM COSTUME DESIGN		300.00
74198	01/16/2020	Printed	PG&E	UTILITIES-DECEMBER 2019		39,953.05
74199	01/16/2020	Printed	PRINTING SYSTEMS, INC.	2019 W2 FORMS & ENVELOPES		131.91
74200	01/16/2020	Printed	PURCHASE POWER	POSTAGE REFILL-PD		1,068.56
74201	01/16/2020	Printed	RAVE WIRELESS INC	ANNUAL RENEWAL OF MASS NOTIFICATION SYSTEM		5,000.00
74202	01/16/2020	Printed	RAVEN CUSTOM HOMES	1022 HICKS BOND REIMBURSEMENT		1,000.00
74203	01/16/2020	Printed	DEVON RICKETTS / VALLEY BLUEPRINTS	LAMINATED STREET MAPS-PW		231.28
74204	01/16/2020	Printed	RINCON CONSULTANTS, INC.	SELMA REZONE ASSISTANCE 10/28-11/30/19		5,382.06
74205	01/16/2020	Printed	ALBERT RODRIGUEZ	EMT RECERT REIMBURSEMENT		82.00
74206	01/16/2020	Printed	SAN JOAQUIN VALLEY CHAPTER ICC	2020 MEMBERSHP REGISTRATION -BLDG		75.00
74207	01/16/2020	Printed	SANDERS SCREEN CRAFT	DECALS FOR ENGINE		300.62
74208	01/16/2020	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -NOVEMBER 2019		14,699.46
74209	01/16/2020	Printed	ERMA LEOLA SIMS / ERMA'S CERAMICS	SENIOR CENTER CERAMICS		273.20
74210	01/16/2020	Printed	STRYKER SALES CORPORATION	MEDICAL EQUIPMENT		38,010.07
74211	01/16/2020	Printed	SUN LIFE	EMPLOYEE INSURANCE-JAN 20		1,544.42
74212	01/16/2020	Printed	RYAN SWAIN	HS11550 TRAINING PER DIEM 1/22-1/24/20	R	33.00
74213	01/16/2020	Printed	SWANSON-FAHRNEY FORD	KIT/SEAL OIL ASSEMBLY UNIT#197		69.87
74214	01/16/2020	Printed	SWISH BOOSTERS	KAISER GRANT-BOY'S BASKETBALL REGISTRATION	G	50.00
74215	01/16/2020	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		276.00
74216	01/16/2020	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES-JANUARY 2020		3,500.00
74217	01/16/2020	Printed	TYMCO INC	STREET SWEEPER FINAL PAYMENT		65,480.50
74218	01/16/2020	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 11/23-12/23/19	PARTIAL R	83,323.41
74219	01/16/2020	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES-JAN 20		2,439.09
74220	01/16/2020	Printed	UNITED HEALTHCARE INSURANCE	AMBULANCE OVERPAYMENT REIMB		292.92
74221	01/16/2020	Printed	UNITY IT	MDT MANAGED SERVICES-NOV 19		2,495.50
74222	01/16/2020	Printed	UNIVERSAL CARE	AMBULANCE OVERPAYMENT REIMB		329.49

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CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
74223	01/16/2020	Printed	HECTOR VARGAS VALDEZ / EXPRESS TOWING	VEHICLE STORAGE -PD		195.00
74224	01/16/2020	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE		40.00
74225	01/16/2020	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 12/1-12/31/19	PDSA	23,330.00
74226	01/16/2020	Printed	VERIZON WIRELESS	AIRCARDS 11/19/19-12/18/19		625.94
74227	01/16/2020	Printed	IRMA VILLANUEVA	FROZEN JR REGISTRATION REIMB		50.00
74228	01/16/2020	Printed	VINCENT COMMUNICATIONS INC	RADIO SUPPLIES		5,136.29
74229	01/16/2020	Printed	DANIEL VIVEROS / D&G FENCE	PIONEER VILLAGE GATE REPAIR & ROD IRON GATE BRENTLINGER CONCESSION		950.00
74230	01/16/2020	Printed	VORTEX INDUSTRIES, INC.	REPAIR DOLL UP DOOR -FD A ST		1,080.30
74231	01/16/2020	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE-DECEMBER 2019		118,712.50
74232	01/16/2020	Printed	WILLEMS COMMERCIAL PRINTING	ZOMBIE PROM POSTERS/POSTCARDS		200.51
TOTAL						777,925.84

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

WIRE/EFT						
1/21/2020			US BANK	SELMA 2017 GENERAL OBLIGATION BONDS		69,081.25

US BANK INVOICE FOR CALCARD CHARGES: 11/23/19-12/23/19

Agenda Item 1.e.

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	11/22/2019	FRESNO GAS & LIQUOR	FUEL-ACT	269-2100-600.257.000	65.63
CALEB GARCIA	12/1/2019	LAUREL PACIFIC, SAN DIEGO	FUEL-ACT	269-2100-600.257.000	79.35
CALEB GARCIA	12/1/2019	BULLARD SINCLAIR	FUEL-ACT	269-2100-600.257.000	35.81
CALEB GARCIA	12/5/2019	SHERATON, SAN DIEGO	HOTEL TRAINING -ACT	269-2100-610.915.000	809.89
CALEB GARCIA	12/6/2019	SHERATON, SAN DIEGO	HOTEL TRAINING -ACT	269-2100-610.915.000	675.28
CALEB GARCIA	12/6/2019	SHERATON, SAN DIEGO	HOTEL TRAINING -ACT	269-2100-610.915.000	268.27
CALEB GARCIA	12/6/2019	PENNYWISE, FRESNO	FUEL-ACT	269-2100-600.257.000	60.89
CALEB GARCIA	12/9/2019	CHEVRON, FOWLER	FUEL-ACT	269-2100-600.257.000	65.59
CALEB GARCIA	12/12/2019	BULLARD SINCLAIR, FRESNO	FUEL-ACT	269-2100-600.257.000	58.98
CALEB GARCIA	12/18/2019	CIRCLE K, FRESNO	FUEL-ACT	269-2100-600.257.000	60.24
CALEB GARCIA	12/20/2019	CHEVRON, MENDOTA	FUEL-ACT	269-2100-600.257.000	62.94
CHRISTINA ARIAS	12/11/2019	LIEBERT CASSIDY WHITMORE	2020 LEGISLATIVE UPDATE FOR PUBLIC AGENCY	100-1400-610.915.000	100.00
CITY OF SELMA STATION 1	12/4/2019	HOME DEPOT	VELCRO/EAR PLUGS	100-2525-600.250.000	50.90
CITY OF SELMA STATION 2	12/6/2019	OFFICE MAX	TAPE CARTRIDGE	100-2500-600.250.000	45.10
CITY OF SELMA STATION 2	12/14/2019	HOME DEPOT	LIGHTS FOR KITCHEN (ST 2)	100-2500-600.250.000	38.00
CITY OF SELMA TRAINING DIV	11/26/2019	ADVANCE MARKING SYSTEMS	UPDATED ACCOUNTABILITY TAGS	100-2500-600.250.000	261.45
CITY OF SELMA TRAINING DIV	12/4/2019	HAMPTON INN, SANTA MONICA	HOTEL ROOM FOR RS1 CLASS	295-2525-610.915.000	792.20
CITY OF SELMA TRAINING DIV	12/7/2019	OFFICE MAX	OFFICE CHAIR	100-2500-600.250.000	97.62
CITY OF SELMA TRAINING DIV	12/7/2019	HAMPTON INN	HOTEL ROOM FOR FIRE OFFICER CLASS	295-2525-610.915.000	683.41
CITY OF SELMA TRAINING DIV	12/9/2019	F.I.E.R.O	HEALTH & SAFETY OFFICER CLASS	295-2525-610.915.000	515.00
CITY OF SELMA TRAINING DIV	12/12/2019	FIRE DEPT SAFETY OFFICER ASSOC	MATERIALS FOR H&S CLASS	295-2525-610.915.000	85.00
CITY OF SELMA TRAINING DIV	12/18/2019	AMERICAN AMBULANCE	ACLS CLASS	100-2525-610.915.000	40.00
DAVID LEWIS	11/21/2019	SAVE MART	TEAM SELMA MTG LUNCH ITEMS	100-1600-482.010.000	39.87
DAVID LEWIS	11/25/2019	CALIFORNIA BUILDING STANDARDS	SABINO CLASS FEE 50%	100-3100-610.920.000	250.00
DAVID LEWIS	11/25/2019	CALIFORNIA BUILDING STANDARDS	SABINO CLASS FEE 50%	100-3200-610.920.000	250.00
DAVID LEWIS	11/26/2019	CALIFORNIA BUILDING STANDARDS	ROBERT CLASS FEE	100-3200-610.920.000	500.00
DAVID LEWIS	12/9/2019	SAN JOAQUIN VALLEY ICC	ROBERT SJVICC RENEWAL FEE	100-3200-610.920.000	85.00
DAVID LEWIS	12/17/2019	HYATT REGENCY HOTEL	ROOM FOR CONFERENCE 50%	100-3100-610.920.000	170.53
DAVID LEWIS	12/17/2019	HYATT REGENCY HOTEL	ROOM FOR CONFERENCE 50%	100-3200-610.920.000	170.53
DAVID LEWIS	12/20/2019	OFFICE DEPOT	OFFICE SUPPLIES	100-1600-600.100.000	6.39
DAVID LEWIS	12/23/2019	OFFICE DEPOT	SPECIAL ORDER PAPER	100-1600-600.100.000	162.66
DEBBIE GOMEZ	12/5/2019	SAFARILAND	VERSA CONES, WEIGHTS, LIGHTS & BAGS	100-2100-600.250.000	752.66
DEBBIE GOMEZ	12/10/2019	AMAZON	DRY ERASE MARKERS	100-2100-600.250.000	15.60
DEBBIE GOMEZ	12/14/2019	AMAZON	DRY ERASE BOARD	100-2100-600.250.000	36.00
FINANCE DEPT	11/26/2019	CALIFORNIA SOCIETY OF MUNICIPAL	GOVERNMENT CONFERENCE REGISTRATION	100-1600-610.920.000	485.00
FINANCE DEPT	11/26/2019	DISNEYLAND RESORT	CSMFO ANNUAL CONFERENCE HOTEL ROOM	100-1600-610.920.000	332.28
FINANCE DEPT	12/3/2019	CALIFORNIA SOCIETY OF MUNICIPAL	SOUTH SAN JOAQUIN CHAPTER MEETING	100-1600-610.915.000	20.00
FINANCE DEPT	12/10/2019	CALIFORNIA SOCIETY OF MUNICIPAL	SOUTH SAN JOAQUIN CHAPTER MEETING	100-1600-610.915.000	20.00
FINANCE DEPT	12/12/2019	CONSER FUEL, VALENCIA	FUEL -CONFERENCE	701-9200-600.257.000	26.88
FINANCE DEPT	12/12/2019	HYATT REGENCY, GARDEN GROVE	2019 MUNICIPAL FINANCE CONFERENCE HOTEL	100-1600-610.920.000	432.36

US BANK INVOICE FOR CALCARD CHARGES: 11/23/19-12/23/19

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TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	11/22/2019	NAPA AUTO PARTS	CIRCUIT-RT #183	603-5500-600.256.000	20.24
GEORGE SIPIN	11/22/2019	NAPA AUTO PARTS	BRACLEEN-STOCK	603-5500-600.250.000	48.67
GEORGE SIPIN	11/22/2019	NAPA AUTO PARTS	RADIATOR, HOSE, ANTIFREEZE-STOCK	603-5500-600.250.000	830.42
GEORGE SIPIN	11/22/2019	AVS	AIR LIFT BAGS & ELBOW CONNECTORS-STOCK	603-5500-600.250.000	592.57
GEORGE SIPIN	11/25/2019	NAPA AUTO PARTS	BD BELTS CREDIT - STOCK	603-5500-600.250.000	(251.88)
GEORGE SIPIN	11/26/2019	NAPA AUTO PARTS	DUSTERS-STOCK	603-5500-600.250.000	34.69
GEORGE SIPIN	11/26/2019	TNT TOWING	TOWING SERVICE-RT#191	603-5500-600.400.000	406.25
GEORGE SIPIN	11/26/2019	CUMMINS SALES & SERVICE	SPARK PLUGS, SENSORS, COILS-STOCK	603-5500-600.250.000	1,382.06
GEORGE SIPIN	11/27/2019	NAPA AUTO PARTS	V-RIBED BELTS-STOCK	603-5500-600.250.000	197.01
GEORGE SIPIN	11/27/2019	O'REILLY AUTO SUPPLY	PCV VALVE-STOCK	603-5500-600.250.000	13.46
GEORGE SIPIN	11/27/2019	O'REILLY AUTO SUPPLY	ANTIFREEZE-STOCK	603-5500-600.250.000	19.51
GEORGE SIPIN	11/27/2019	O'REILLY AUTO SUPPLY	REFLECT TAPE-STOCK	603-5500-600.250.000	111.28
GEORGE SIPIN	11/27/2019	O'REILLY AUTO SUPPLY	BATTERY-STOCK	603-5500-600.250.000	186.93
GEORGE SIPIN	11/27/2019	O'REILLY AUTO SUPPLY	MASTER CYL-RT#162	603-5500-600.256.000	244.29
GEORGE SIPIN	11/29/2019	AR TRANSMISSION	REPLACE TRANSMISSION-RT#185	603-5500-600.400.000	3,164.58
GEORGE SIPIN	12/2/2019	CUMMINS SALES & SERVICE	PRESSURE SENSORS-STOCK	603-5500-600.250.000	217.48
GEORGE SIPIN	12/3/2019	NAPA AUTO PARTS	METRIC TAPE-STOCK	603-5500-600.250.000	22.32
GEORGE SIPIN	12/3/2019	NAPA AUTO PARTS	HELICOIL-RT#175	603-5500-600.256.000	70.06
GEORGE SIPIN	12/3/2019	NAPA AUTO PARTS	DISPOSABLE GLOVES-STOCK	603-5500-600.250.000	945.48
GEORGE SIPIN	12/3/2019	O'REILLY AUTO SUPPLY	MEGA FUSES-STOCK	603-5500-600.250.000	16.24
GEORGE SIPIN	12/3/2019	SUBURBAN PROPANE	PROPANE FOR SHOP HEATERS	603-5500-600.250.000	233.52
GEORGE SIPIN	12/3/2019	SAFETY-KLEEN SYSTEMS, INC	SERVICE PART WASHER	603-5500-600.400.000	263.59
GEORGE SIPIN	12/5/2019	NAPA AUTO PARTS	DRILL BIT-RT 175	603-5500-600.256.000	30.80
GEORGE SIPIN	12/5/2019	O'REILLY AUTO SUPPLY	WIPER BLADES/SOAP-STOCK	603-5500-600.250.000	26.55
GEORGE SIPIN	12/5/2019	SAFETY-KLEEN SYSTEMS, INC	RECYCLE OIL	603-5500-600.400.000	25.00
GEORGE SIPIN	12/6/2019	O'REILLY AUTO SUPPLY	RELAY/CLEANER-STOCK	603-5500-600.250.000	132.51
GEORGE SIPIN	12/6/2019	CUMMINS SALES & SERVICE	SPARK PLUG KITS/COIL IGN-STOCK	603-5500-600.250.000	1,677.78
GEORGE SIPIN	12/6/2019	COUNTRY TIRE & WHEEL	BALANCE TIRES-RT#186	603-5500-600.400.000	50.00
GEORGE SIPIN	12/6/2019	AR TRANSMISSION	SERVICE TRANSMISSION - RT#182	603-5500-600.256.000	216.00
GEORGE SIPIN	12/9/2019	O'REILLY AUTO SUPPLY	UNDERCOAT-STOCK	603-5500-600.250.000	21.12
GEORGE SIPIN	12/9/2019	O'REILLY AUTO SUPPLY	CAPSULE - RT#187	603-5500-600.256.000	46.43
GEORGE SIPIN	12/9/2019	HOME DEPOT	JANITORIAL SUPPLIES	603-5500-600.250.000	30.62
GEORGE SIPIN	12/9/2019	MICHAEL AUTOMOTIVE CENTER	FUEL PUMPS FOR ARBOCS-STOCK	603-5500-600.250.000	595.16
GEORGE SIPIN	12/9/2019	MICHAEL AUTOMOTIVE CENTER	FUEL PUMPS FOR ARBOCS-STOCK	603-5500-600.250.000	595.16
GEORGE SIPIN	12/10/2019	O'REILLY AUTO SUPPLY	ANTIFREEZE-STOCK	603-5500-600.250.000	91.05
GEORGE SIPIN	12/10/2019	O'REILLY AUTO SUPPLY	BATTERIES-STOCK	603-5500-600.250.000	350.83
GEORGE SIPIN	12/11/2019	NAPA AUTO PARTS	BATTERY-RT#196	603-5500-600.250.000	264.97
GEORGE SIPIN	12/11/2019	O'REILLY AUTO SUPPLY	COPPER PLUGS-STOCK	603-5500-600.250.000	6.49
GEORGE SIPIN	12/12/2019	AMAZON.COM	CASES FOR GALAXY TAB	603-5500-600.250.000	81.33
GEORGE SIPIN	12/12/2019	NAPA AUTO PARTS	RADIATOR & HOSE-STOCK	603-5500-600.250.000	448.73

US BANK INVOICE FOR CALCARD CHARGES: 11/23/19-12/23/19

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TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	12/12/2019	O'REILLY AUTO SUPPLY	OIL FILTERS-STOCK	603-5500-600.250.000	55.56
GEORGE SIPIN	12/12/2019	O'REILLY AUTO SUPPLY	COOLANT HOSE/RADIATOR-STOCK	603-5500-600.250.000	266.30
GEORGE SIPIN	12/12/2019	CAL DISTRIBUTING	ALTERNATOR FOR EL DORADO BUS-STOCK	603-5500-600.250.000	2,038.32
GEORGE SIPIN	12/12/2019	CAL DISTRIBUTING	ALTERNATOR FOR EL DORADO BUS-STOCK	603-5500-600.250.000	2,038.32
GEORGE SIPIN	12/12/2019	CAL DISTRIBUTING	ALTERNATOR FOR EL DORADO BUS-STOCK	603-5500-600.250.000	2,238.32
GEORGE SIPIN	12/12/2019	QUALITY ALIGNMENT	AWNING COVER FOR PROTERRA CHARGER	603-5500-600.250.000	1,572.12
GEORGE SIPIN	12/12/2019	QUALITY ALIGNMENT	AWNING COVER FOR PROTERRA CHARGER	603-5500-600.250.000	1,572.12
GEORGE SIPIN	12/13/2019	O'REILLY AUTO SUPPLY	CABIN FILTERS-STOCK	603-5500-600.250.000	19.33
GEORGE SIPIN	12/13/2019	MICHAEL AUTOMOTIVE CENTER	CONVERTER-RT#149	603-5500-600.250.000	909.81
GEORGE SIPIN	12/16/2019	O'REILLY AUTO SUPPLY	WIPER BLADES-STOCK	603-5500-600.250.000	43.17
GEORGE SIPIN	12/16/2019	O'REILLY AUTO SUPPLY	FUEL MOD ASY/FUEL CAP-RT#185	603-5500-600.256.000	237.43
GEORGE SIPIN	12/17/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	357.32
GEORGE SIPIN	12/18/2019	NELSON'S ACE HARDWARE	TURNBUCKLES-STOCK	603-5500-600.250.000	46.39
GEORGE SIPIN	12/18/2019	SWANSON FAHRNEY FORD	FUEL PUMP - RT#185	603-5500-600.256.000	511.39
GEORGE SIPIN	12/18/2019	O'REILLY AUTO SUPPLY	4 CLASSES FOR TECH CLASS TRAINING 2020	603-5500-600.400.000	480.00
GEORGE SIPIN	12/18/2019	O'REILLY AUTO SUPPLY	AIR FILTERS/ANTIFREEZE/WIPER FLUID-STOCK	603-5500-600.250.000	529.92
GEORGE SIPIN	12/18/2019	SANGER CHEVROLET	POWER STEERING FLUID RESEVOIR-RT#18	603-5500-600.256.000	472.43
GEORGE SIPIN	12/19/2019	A-1 AUTO ELECTRIC	BLUE DIAMOND CNG LABELS-STOCK	603-5500-600.250.000	26.99
GEORGE SIPIN	12/19/2019	NAPA AUTO PARTS	KNEE PADS-STOCK	603-5500-600.250.000	130.10
GEORGE SIPIN	12/19/2019	NAPA AUTO PARTS	HEADLIGHT SWITCH/DISC PADS-STOCK	603-5500-600.250.000	391.88
GEORGE SIPIN	12/19/2019	O'REILLY AUTO SUPPLY	02/OXYGEN SENSORS-CREDIT	603-5500-600.250.000	(25.36)
GEORGE SIPIN	12/19/2019	O'REILLY AUTO SUPPLY	SENDING UNIT/FUEL MOD-RT #185	603-5500-600.256.000	70.62
GEORGE SIPIN	12/19/2019	O'REILLY AUTO SUPPLY	02 SENSORS-RT#179	603-5500-600.256.000	431.75
GEORGE SIPIN	12/19/2019	CENTRAL SUPPLY COMPANY	O-RINGS-STOCK	603-5500-600.250.000	20.08
GEORGE SIPIN	12/19/2019	CREATIVE BUS SALES	FUEL PRESSURE REGULATOR-RT#192	603-5500-600.256.000	1,545.48
GEORGE SIPIN	12/20/2019	AMAZON.COM	CARBURETOR -RT#186	603-5500-600.256.000	16.04
GEORGE SIPIN	12/20/2019	NAPA AUTO PARTS	CORE DEPOSIT CREDIT-#724272	603-5500-600.250.000	(29.83)
GEORGE SIPIN	12/20/2019	NAPA AUTO PARTS	BALL JOINT STUD/LIFT SUPPORT-RT#163	603-5500-600.256.000	123.55
GEORGE SIPIN	12/20/2019	NAPA AUTO PARTS	BRAKE PADS-STOCK	603-5500-600.250.000	228.49
GEORGE SIPIN	12/20/2019	O'REILLY AUTO SUPPLY	BRAKE CALIPER-RT#185	603-5500-600.256.000	238.65
GEORGE SIPIN	12/23/2019	SWANSON FAHRNEY FORD	REPLACE BATTERY -RT#185	603-5500-600.256.000	406.81
GEORGE SIPIN	12/23/2019	MICHAEL AUTOMOTIVE CENTER	SENSORS-RT#179	603-5500-600.256.000	305.42
GEORGE SIPIN	12/23/2019	ARAMARK	SLASH POCKET IKE	603-5500-600.250.000	62.88
JACOB PUMAREJO	12/10/2019	VERIZON	VEHICLE IPAD CHARGER	100-2100-600.250.000	54.23
JACOB PUMAREJO	12/12/2019	BIG 5	BINOCULARS (DET HOLT SURVEILLANCE)	100-2100-600.250.000	82.97
KELLI TELLEZ	12/5/2019	AMAZON	DESK CALENDAR	100-2500-600.250.000	12.39
KELLI TELLEZ	12/6/2019	KINDLE UNLIMITED	PURCHASE MADE BY MISTAKE -REIMB THE CITY	800-0000-121.000.000	9.99
KELLI TELLEZ	12/10/2019	AMAZON	LOCK BOX	100-2500-600.250.000	20.60
KELLI TELLEZ	12/11/2019	AMAZON	OFFICE SUPPLIES	100-2500-600.250.000	17.35
KELLI TELLEZ	12/11/2019	AMAZON	OFFICE SUPPLIES	100-2500-600.250.000	18.55

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TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
KELLI TELLEZ	12/12/2019	TARGET	CLEANING SUPPLIES	100-2525-600.250.000	16.58
KELLI TELLEZ	12/15/2019	AMAZON	INK CARTRIDGE	100-2500-600.250.000	68.23
KELLI TELLEZ	12/17/2019	AMAZON	ROOKIE MANUALS	100-2525-610.915.000	65.04
KELLI TELLEZ	12/17/2019	AMAZON	WALL DRY ERASE CALENDAR -FISE	100-2500-600.250.000	29.46
KELLI TELLEZ	12/20/2019	AMAZON	SEAT COVERS FOR ENGINE	100-2525-600.250.000	45.52
KELLI TELLEZ	12/21/2019	AMAZON	PAPER -OFFICE SUPPLIES	100-2500-600.250.000	18.43
MIKAL KIRCHNER	11/22/2019	NAME CHEAP	ARTS CENTER WEB DOMAIN	605-4300-600.400.000	63.80
MIKAL KIRCHNER	11/26/2019	NELSON'S HARDWARE	ALARM BATTERY REPLACEMENT ARTS	100-4300-600.250.000	25.37
MIKAL KIRCHNER	12/2/2019	FRESNO ECONOMIC COMM	SENIOR MEALS NOVEMBER	100-4500-600.400.000	2,167.25
MIKAL KIRCHNER	12/2/2019	NELSON'S HARDWARE	SR KEYS PUBLIC WORKS/ARTS VACUUM	100-4500-600.400.000	17.94
MIKAL KIRCHNER	12/2/2019	NELSON'S HARDWARE	SR KEYS PUBLIC WORKS/ARTS VACUUM	605-4300-600.250.000	34.98
MIKAL KIRCHNER	12/4/2019	KNORR SYSTEMS	SPRAY PARK CHLORINE PUMP REPLACED	100-4700-600.400.000	527.94
MIKAL KIRCHNER	12/13/2019	NELSON'S HARDWARE	SR CENTER KITCHEN (ROAD TRAPS)	100-4500-600.250.000	5.80
MIKAL KIRCHNER	12/16/2019	WALMART	SR CENTER TRIPS CANDY	805-0000-226.000.000	41.54
MIKAL KIRCHNER	12/18/2019	SAL'S MEXICAN RESTAURANT	POLICE CHIEF (GREET & MEET)	100-1400-610.920.000	105.16
NESTOR GALVAN	11/21/2019	NAPA AUTO PARTS	STEERING COLUMN SHIFTER-UNIT #717	701-9200-600.256.000	186.01
NESTOR GALVAN	11/21/2019	SIRCHIE	POLICE BARRIER TAPE	701-9200-600.250.000	228.86
NESTOR GALVAN	11/22/2019	QUINN COMPANY	GENERATOR REPAIRS-UNIT #3402	701-9200-600.375.000	337.50
NESTOR GALVAN	11/22/2019	QUINN COMPANY	REPLACE BELTS & WATER PUMP-UNIT#3402	701-9200-600.375.000	2,477.09
NESTOR GALVAN	11/22/2019	NAPA AUTO PARTS	OIL/AIR FILTERS - STOCK	701-9200-600.250.000	156.65
NESTOR GALVAN	11/22/2019	CAMACHO TIRES	INSTALL NEW 2 NEW TIRES - UNIT #1001	701-9200-600.255.000	620.00
NESTOR GALVAN	11/22/2019	FAST UNDERCAR	FRONT DUTY PADS - UNIT#178	701-9200-600.256.000	78.91
NESTOR GALVAN	11/22/2019	FAST UNDERCAR	ROTORS - UNIT #194	701-9200-600.256.000	378.85
NESTOR GALVAN	11/25/2019	NAPA AUTO PARTS	OIL FILTER - UNIT #716	701-9200-600.256.000	11.06
NESTOR GALVAN	11/25/2019	NAPA AUTO PARTS	SWAY BAR LINKS - UNIT #716	701-9200-600.256.000	161.14
NESTOR GALVAN	11/25/2019	NAPA AUTO PARTS	OCTOBER NAPA TRACS	701-9200-600.400.000	349.50
NESTOR GALVAN	11/25/2019	CAMACHO TIRES	2 NEW TIRES - UNIT #170	701-9200-600.255.000	480.00
NESTOR GALVAN	11/26/2019	AMAZON.COM	CREDIT -AMAZON PRIME MEMBERSHIP	701-9200-600.400.000	(14.09)
NESTOR GALVAN	11/26/2019	O'REILLY AUTO SUPPLY	BATTERY - UNIT 231	701-9200-600.256.000	153.31
NESTOR GALVAN	11/27/2019	A-OKAY AUTO BODY SHOP	REPAIR RT FRONT DOOR - UNIT #198	701-9200-600.457.000	1,719.39
NESTOR GALVAN	11/27/2019	NELSON'S POWER CENTER	TRIMMER BLADE CLEANER - STOCK	701-9200-600.250.000	48.86
NESTOR GALVAN	11/27/2019	NELSON'S POWER CENTER	EXMARK BATTERY - STOCK	701-9200-600.250.000	94.64
NESTOR GALVAN	11/27/2019	NELSON'S POWER CENTER	SPARK PLUG/AIR FILTER CHAINSAWS-STOCK	701-9200-600.250.000	109.28
NESTOR GALVAN	11/27/2019	TIFCO INDUSTRIES	EPOXY/IND CHEMICAL-STOCK	701-9200-600.250.000	157.09
NESTOR GALVAN	11/27/2019	FAST UNDERCAR	ROTORS - UNIT #198	701-9200-600.256.000	306.43
NESTOR GALVAN	11/27/2019	FAST UNDERCAR	ROTORS & PADS - UNIT #184	701-9200-600.256.000	378.85
NESTOR GALVAN	11/27/2019	FAST UNDERCAR	ROTORS/PADS -UNIT #185	701-9200-600.256.000	378.85
NESTOR GALVAN	12/2/2019	O'REILLY AUTO SUPPLY	CAPSULE/LIGHT SOCKET - UNIT #176	701-9200-600.256.000	22.01
NESTOR GALVAN	12/2/2019	NELSON'S POWER CENTER	CHAIN LOOPS FOR CHAINSAWS - STOCK	701-9200-600.250.000	137.51
NESTOR GALVAN	12/2/2019	THE MOWERS EDGE	2 CYCLE FUEL/OIL - STOCK	701-9200-600.254.000	297.98

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TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	12/2/2019	CAMACHO TIRES	INSTALL NEW TIRE -UNIT #181	701-9200-600.255.000	240.00
NESTOR GALVAN	12/2/2019	CALIFORNIA INDUSTRIAL RUBBER CO	HOSE SHANKS COUPLINGS - UNIT #1315	701-9200-600.256.000	371.09
NESTOR GALVAN	12/3/2019	NAPA AUTO PARTS	DISPOSABLE GLOVES - STOCK	701-9200-600.250.000	39.01
NESTOR GALVAN	12/3/2019	NAPA AUTO PARTS	DIESEL EXHAUST FLUID - STOCK	701-9200-600.254.000	75.82
NESTOR GALVAN	12/3/2019	O'REILLY AUTO SUPPLY	ELECTRICAL TAPE - STOCK	701-9200-600.250.000	11.92
NESTOR GALVAN	12/3/2019	TORRES TINTING	TINT OFFICE WINDOWS @ CITY YARD	702-9300-600.400.000	330.00
NESTOR GALVAN	12/3/2019	TIFCO INDUSTRIES	MEASURING WHEELS - STOCK	701-9200-600.250.000	297.76
NESTOR GALVAN	12/3/2019	TIFCO INDUSTRIES	TOP SIDE CREEPER - STOCK	701-9200-600.250.000	408.28
NESTOR GALVAN	12/3/2019	FAST UNDERCAR	ROTORS/PADS - UNIT #175	701-9200-600.256.000	354.33
NESTOR GALVAN	12/3/2019	FAST UNDERCAR	ROTORS/PADS - UNIT #177	701-9200-600.256.000	354.33
NESTOR GALVAN	12/4/2019	O'REILLY AUTO SUPPLY	BRAKE CLEANER/MECH GLOVES - STOCK	701-9200-600.250.000	75.78
NESTOR GALVAN	12/5/2019	NAPA AUTO PARTS	WIPER BLADES - STOCK	701-9200-600.250.000	43.17
NESTOR GALVAN	12/5/2019	TIFCO INDUSTRIES	ENGRAVER	701-9200-600.305.000	49.10
NESTOR GALVAN	12/5/2019	CAMACHO TIRES	INSTALL 4 NEW TIRES - UNIT #191	701-9200-600.255.000	1,240.00
NESTOR GALVAN	12/5/2019	FAST UNDERCAR	ROTORS - UNIT #313	701-9200-600.256.000	106.67
NESTOR GALVAN	12/9/2019	NAPA AUTO PARTS	OIL/AIR FILTER - UNIT #313	701-9200-600.256.000	69.11
NESTOR GALVAN	12/9/2019	O'REILLY AUTO SUPPLY	BATTERY - UNIT 3718	701-9200-600.256.000	117.38
NESTOR GALVAN	12/10/2019	NAPA AUTO PARTS	EXACT FIT BLADES -UNIT 32600	701-9200-600.256.000	19.94
NESTOR GALVAN	12/10/2019	O'REILLY AUTO SUPPLY	CAPSULE/HEAD LAMPS - UNIT #719	701-9200-600.256.000	227.55
NESTOR GALVAN	12/10/2019	TIFCO INDUSTRIES	PIPE WRENCHES - STOCK	701-9200-600.250.000	316.65
NESTOR GALVAN	12/11/2019	NAPA AUTO PARTS	ANTIFREEZE - UNIT #266	701-9200-600.256.000	17.35
NESTOR GALVAN	12/11/2019	CAMACHO TIRES	INSTALL 2 NEW TIRES - UNIT #266	701-9200-600.255.000	310.00
NESTOR GALVAN	12/11/2019	FAST UNDERCAR	BRAKE PADS - UNIT #719	701-9200-600.256.000	68.48
NESTOR GALVAN	12/11/2019	FAST UNDERCAR	ROTORS - UNIT #266	701-9200-600.256.000	303.49
NESTOR GALVAN	12/12/2019	THE MOWERS EDGE	2 CYCLE FUEL/OIL - STOCK	701-9200-600.254.000	86.38
NESTOR GALVAN	12/12/2019	THE MOWERS EDGE	2 CYCLE FUEL/OIL - STOCK	701-9200-600.254.000	259.14
NESTOR GALVAN	12/13/2019	CAMACHO TIRES	INSTALL 2 NEW TIRES - UNIT #719	701-9200-600.255.000	535.00
NESTOR GALVAN	12/16/2019	O'REILLY AUTO SUPPLY	CANISTER SOLENOID - UNIT #187	701-9200-600.256.000	59.66
NESTOR GALVAN	12/16/2019	TIFCO INDUSTRIES	EPOXY/ELECTRICAL TERMINALS - STOCK	701-9200-600.250.000	98.78
NESTOR GALVAN	12/16/2019	FAST UNDERCAR	MOTOR MOUNT/TORQUE ROD - UNIT #187	701-9200-600.256.000	338.70
NESTOR GALVAN	12/17/2019	NAPA AUTO PARTS	OIL FILTERS - STOCK	701-9200-600.250.000	39.70
NESTOR GALVAN	12/17/2019	KIMBALL MIDWEST	SOLVENT - STOCK	701-9200-600.250.000	169.09
NESTOR GALVAN	12/17/2019	O'REILLY AUTO SUPPLY	TRANSMISSION/OIL SEAL - UNIT #187	701-9200-600.256.000	9.71
NESTOR GALVAN	12/18/2019	O'REILLY AUTO SUPPLY	PURGE VALVE/CANISTER SOLENOID - CREDIT	701-9200-600.256.000	(18.53)
NESTOR GALVAN	12/18/2019	O'REILLY AUTO SUPPLY	TRANSMISSION/OIL SEAL - CREDIT	701-9200-600.256.000	(9.71)
NESTOR GALVAN	12/18/2019	O'REILLY AUTO SUPPLY	2020 CLINICS -TRAINING	701-9200-610.915.000	240.00
NESTOR GALVAN	12/18/2019	O'REILLY AUTO SUPPLY	BATTERIES - STOCK	701-9200-600.250.000	355.63
NESTOR GALVAN	12/19/2019	NAPA AUTO PARTS	LEVER PUMP FOR OIL	701-9200-600.305.000	50.97
NESTOR GALVAN	12/19/2019	O'REILLY AUTO SUPPLY	GEAR OIL - UNIT #187	701-9200-600.254.000	30.35
NESTOR GALVAN	12/19/2019	CAMACHO TIRES	INSTALL NEW TIRE - UNIT #186	701-9200-600.255.000	310.00

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EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	12/20/2019	NAPA AUTO PARTS	VALVE/SIGNAL FLASHER - UNIT #915	701-9200-600.256.000	93.72
NESTOR GALVAN	12/20/2019	CAMACHO TIRES	SERVICE FRONT BRAKES/ROTORS - UNIT #186	701-9200-600.457.000	120.00
NESTOR GALVAN	12/19/2020	SIGN RANCH	REFLECTIVE ORANGE STRIPE - UNIT #725	701-9200-600.400.000	313.14
NICOLETTE ANDERSEN	11/22/2019	SAMUEL FRENCH INC	PUFFS SCRIPTS	605-4300-656.540.035	160.35
NICOLETTE ANDERSEN	11/22/2019	AMAZON	SACAS EVENT SUPPLIES	605-4300-600.250.000	240.93
NICOLETTE ANDERSEN	11/22/2019	WALMART	CAB- SNACK BAR	605-4300-656.540.032	67.23
NICOLETTE ANDERSEN	11/22/2019	SIGNUP GENIUS	ZOMBIE PROM SIGN UP	605-4300-656.540.034	24.99
NICOLETTE ANDERSEN	11/22/2019	AMAZON	SACAS EVENT SUPPLIES	605-4300-600.250.000	27.11
NICOLETTE ANDERSEN	11/22/2019	AMAZON	BEAUTY OF THE BEAST COSTUMES	605-4300-656.540.031	14.44
NICOLETTE ANDERSEN	11/23/2019	WALMART	CAB- SNACK BAR	605-4300-656.540.032	94.14
NICOLETTE ANDERSEN	11/24/2019	AMAZON	SACAS EVENT SUPPLIES	6054-4300-600.250.000	119.23
NICOLETTE ANDERSEN	11/25/2019	MUSIC THEATER INTER	SEUSSICAL RIGHTS	100-4300-600.250.000	818.27
NICOLETTE ANDERSEN	11/26/2019	MUSIC NOTES	SACAS EVENT MUSIC	605-4300-600.250.000	23.40
NICOLETTE ANDERSEN	11/26/2019	WOW PRODUCTIONS	CAB LIGHTING DESIGN AND RENT	605-4300-656.540.032	1,000.00
NICOLETTE ANDERSEN	11/26/2019	BANNER BUZZ	SACAS BANNER	605-4300-600.250.000	201.54
NICOLETTE ANDERSEN	11/26/2019	SIGN11 INC	SACAS BANNER	605-4300-600.250.000	217.98
NICOLETTE ANDERSEN	11/27/2019	POLL EVERYWHERE INC	SACAS POLL FEE	605-4300-600.250.000	79.00
NICOLETTE ANDERSEN	11/27/2019	SIGN11 INC	SACAS BANNER RETURN	605-4300-600.250.000	(217.98)
NICOLETTE ANDERSEN	11/27/2019	WALMART	SACAS EVENT SUPPLIES	605-4300-600.250.000	238.14
NICOLETTE ANDERSEN	11/28/2019	AMAZON	SACAS EVENT SUPPLIES	605-4300-600.250.000	15.18
NICOLETTE ANDERSEN	11/28/2019	CROWN AWARDS INC	SACAS AWARDS	605-4300-600.250.000	38.04
NICOLETTE ANDERSEN	11/28/2019	AMAZON	SACAS EVENT SUPPLIES	605-4300-600.250.000	8.67
NICOLETTE ANDERSEN	11/28/2019	AMAZON	SACAS EVENT SUPPLIES	605-4300-600.250.000	127.73
NICOLETTE ANDERSEN	11/29/2019	WALMART	SACAS EVENT SUPPLIES	605-4300-600.250.000	66.93
NICOLETTE ANDERSEN	11/29/2019	PAYPAL *STUDIOS	SACAS EVENT MUSIC	605-4300-600.250.000	34.00
NICOLETTE ANDERSEN	11/30/2019	OFFICEMAX	SACAS EVENT SUPPLIES	605-4300-600.250.000	58.89
NICOLETTE ANDERSEN	11/30/2019	TAPEJUNGLE	SAC STAGE TAP	605-4300-600.250.000	99.35
NICOLETTE ANDERSEN	12/3/2019	OFFICEMAX	CKP SUPPLIES	100-4300-600.250.000	166.88
NICOLETTE ANDERSEN	12/9/2019	AMAZON	PRIME MEMBERSHIP	605-4300-600.250.000	14.09
NICOLETTE ANDERSEN	12/10/2019	MUSIC THEATER INTER	TRACKS FOR TARZAN	605-4300-656.540.036	950.00
NICOLETTE ANDERSEN	12/11/2019	OFFICEMAX	PUFFS AUDITION SUPPLIES	605-4300-656.540.035	31.95
NICOLETTE ANDERSEN	12/17/2019	SAMUEL FRENCH INC	ZOMBIE PROM MUSIC TRACKS	605-4300-656.540.034	540.00
NICOLETTE ANDERSEN	12/20/2019	AMAZON	ZOMBIE PROM PROPS	605-4300-656.540.034	20.56
NICOLETTE ANDERSEN	12/22/2019	SIGNUP GENIUS	TARZAN SIGN UPS	605-4300-656.540.036	24.99
POLICE DEPT NO 1	12/2/2019	INTOXIMETERS INC	DRY GAS TANK ETC FOR PAS DEVICES	100-2200-600.250.000	418.46
POLICE DEPT NO 2	11/26/2019	PETCO	K9 FOOD	100-2200-600.250.000	145.29
POLICE DEPT NO 2	12/10/2019	HAMPTON INN, SANTA MONICA	PARKING CHARGES/TRAINING	100-2100-610.915.000	48.40
POLICE DEPT NO 2	12/10/2019	SHELL, ARVIN	FUEL, TRAINING	701-9200-600.257.000	30.01
POLICE DEPT NO 2	12/10/2019	PARKING PASS, SANTA MONICA	PARKING PASS/TRAINING	100-2100-610.915.000	14.00
POLICE DEPT NO 2	12/17/2019	PET SUPPLIES	K9 FOOD	100-2200-600.250.000	118.71

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TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
POLICE DEPT NO 2	12/21/2019	PET MEDICAL CENTER	K9 BOARDING/OFFICER OUT OF THE COUNTRY	100-2200-600.250.000	433.00
POLICE DEPT NO 2	12/21/2019	PET SMART	K9 FOOD	100-2200-600.250.000	65.85
POLICE DEPT NO 2	12/22/2019	PET SMART	K9 FOOD	100-2200-600.250.000	72.33
RECREATION DEPT	11/27/2019	COSTCO	COFFEE FOR SENIOR CENTER	100-4200-600.250.000	22.77
RECREATION DEPT	12/3/2019	SMART AND FINAL	MISC SUPPLIES FOR SR CENTER	100-4200-600.250.000	174.42
RECREATION DEPT	12/3/2019	WALMART	XMAS TREE GARLAND & LIGHTS	805-0000-226.200.000	18.54
RECREATION DEPT	12/5/2019	WALMART	AIR FRESHENERS FOR SR CENTER	100-4200-600.250.000	16.14
RECREATION DEPT	12/7/2019	JOANN'S	PUFFS COSTUMES	605-4300-656.540.035	33.24
RECREATION DEPT	12/12/2019	AMERICAN RED CROSS	CPR/FIRST AID TRAINING ONLINE	100-4500-610.915.000	35.00
RECREATION DEPT	12/20/2019	WALMART	MISC SUPPLIES FOR SR CENTER	100-4200-600.250.000	85.29
RECREATION DEPT	12/21/2019	SMART AND FINAL	POPCORN & APPLE CIDER SR CENTER	805-0000-226.200.000	43.99
RENE GARZA	12/2/2019	SHELL OIL	FUEL FOR UNIT 185	701-9200-600.257.000	23.78
RENE GARZA	12/2/2019	SHELL OIL	FUEL FOR UNIT 1005	701-9200-600.257.000	30.64
RENE GARZA	12/2/2019	SHELL OIL	FUEL FOR UNIT 192	701-9200-600.257.000	40.00
REYNA RIVERA	11/22/2019	WALMART	SPC SKF COUNCIL MTG SUPPLIES	100-1100-610.920.000	26.83
REYNA RIVERA	11/26/2019	UNIQUELY YOURS	COUNCIL NAME PLATES	100-1100-600.250.000	20.00
REYNA RIVERA	12/2/2019	WALMART	COUNCIL MTG SUPPLIES	100-1100-610.920.000	18.59
REYNA RIVERA	12/2/2019	SAVE MART	COUNCIL MTG SUPPLIES	100-1100-610.920.000	39.99
REYNA RIVERA	12/16/2019	VINO BLING	HERO AWARDS (6)	100-1100-600.250.000	187.55
REYNA RIVERA	12/17/2019	WALMART	P/C PANELS MEET & GREET	100-1400-610.920.000	111.92
REYNA RIVERA	12/18/2019	G'S	POLICE CHIEF PANELS	100-1400-610.920.000	303.73
RICHARD FIGUEROA	11/22/2019	WALMART	USB SPLITTER DEVICE FOR INVEST UNIT	100-2100-600.250.000	21.66
RICHARD FIGUEROA	12/20/2019	DELI DELICIOUS	RANGE QUAILS - RANGE MASTER	100-2100-610.915.000	10.99
ROBERT PETERSEN	12/6/2019	CA FIRE CHIEF ASSOC	MEMBERSHIP FOR CHIEF & DIV CHIEF	100-2500-610.915.000	988.14
ROBERT PETERSEN	12/18/2019	FRESNO COUNTY FIRE	S290CLASS WILDLAND FIRE BEHAVIOR	100-2525-610.915.000	275.00
ROBERT PETERSEN	12/18/2019	FRESNO COUNTY FIRE	S290CLASS WILDLAND FIRE BEHAVIOR	100-2525-610.915.000	275.00
ROBERT PETERSEN	12/18/2019	FRESNO COUNTY FIRE	S290CLASS WILDLAND FIRE BEHAVIOR	100-2525-610.915.000	275.00
ROBERT PETERSEN	12/18/2019	FRESNO COUNTY FIRE	S290CLASS WILDLAND FIRE BEHAVIOR	100-2525-610.915.000	275.00
ROBERT PETERSEN	12/18/2019	FRESNO COUNTY FIRE	S290CLASS WILDLAND FIRE BEHAVIOR	100-2525-610.915.000	275.00
ROBERT PETERSEN	12/18/2019	FRESNO COUNTY FIRE	S290CLASS WILDLAND FIRE BEHAVIOR	100-2525-610.915.000	275.00
SHANE FERRELL	11/22/2019	NELSON'S ACE HARDWARE	BUILDING SUPPLIES - CITY HALL	702-9300-600.250.000	134.93
SHANE FERRELL	11/22/2019	NELSON'S ACE HARDWARE	BUILDING SUPPLIES - SENIOR CENTER	702-9300-600.250.000	134.93
SHANE FERRELL	11/22/2019	NELSON'S ACE HARDWARE	BUILDING SUPPLIES - CITY YARD	702-9300-600.250.000	269.87
SHANE FERRELL	11/26/2019	CENTRAL FLOOR SUPPLY	FLOORING REPAIR	702-9300-600.370.000	1,777.99
SHANE FERRELL	11/27/2019	NELSON'S ACE HARDWARE	LED BULBS-SALAZAR CENTER/CITY YARD	702-9300-600.250.000	13.00
SHANE FERRELL	12/2/2019	CONSOLIDATED ELECTRICAL	LED LIGHTS -PUMP STATIONS	210-5400-600.250.000	272.64
SHANE FERRELL	12/2/2019	SITEONE LANDSCAPE SUPPLY	PRESSURE COMPENSATING BUBBLER-LLMD2	220-5300-600.250.402	55.78
SHANE FERRELL	12/2/2019	SITEONE LANDSCAPE SUPPLY	PRESSURE COMPENSATING BUBBLER-LLMD8	220-5300-600.250.408	55.78
SHANE FERRELL	12/2/2019	SITEONE LANDSCAPE SUPPLY	PRESSURE COMPENSATING BUBBLER-ISLANDS	210-5400-600.250.000	55.78
SHANE FERRELL	12/2/2019	SITEONE LANDSCAPE SUPPLY	PRESSURE COMPENSATING BUBBLER-LLMD3	220-5300-600.250.403	55.78

February 3, 2020 Council Packet

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US BANK INVOICE FOR CALCARD CHARGES: 11/23/19-12/23/19

Agenda Item 1.e.

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
SHANE FERRELL	12/2/2019	SITEONE LANDSCAPE SUPPLY	NO FOAM-PARKS	100-5300-600.250.000	82.34
SHANE FERRELL	12/2/2019	SITEONE LANDSCAPE SUPPLY	EAGLE SEED BLEND-ISLAND/MEDIANS	210-5400-600.250.000	220.01
SHANE FERRELL	12/2/2019	SITEONE LANDSCAPE SUPPLY	NODE OUTDOOR CONTROLLERS -	210-5400-600.250.000	366.77
SHANE FERRELL	12/3/2019	NELSON'S ACE HARDWARE	REPAIRS TO OFFICES @ CITY YARD	702-9300-600.370.000	79.78
SHANE FERRELL	12/3/2019	HOME DEPOT	VOLTAGE TESTER/CONNECTORS-STREETS	210-5400-600.250.000	191.07
SHANE FERRELL	12/3/2019	CONSOLIDATED ELECTRICAL	LED FLOOD LIGHTS - CITY PARKING LOT (E	210-5400-600.250.000	1,076.38
SHANE FERRELL	12/4/2019	NELSON'S ACE HARDWARE	ROOF PATCH REPAIR-FIRE DEPT	702-9300-600.370.000	11.30
SHANE FERRELL	12/4/2019	NELSON'S ACE HARDWARE	SINGLE CUT KEY-FLEET	701-9200-600.250.000	14.59
SHANE FERRELL	12/5/2019	NELSON'S ACE HARDWARE	PAINT SUPPLIES FOR ART'S CENTER	702-9300-600.370.000	131.49
SHANE FERRELL	12/11/2019	CONSOLIDATED ELECTRICAL	LED FIXTURES - PARKS	100-5300-600.250.000	759.56
SHANE FERRELL	12/17/2019	SIERRA PACKAGING SOLUTIONS	LANDSCAPING SUPPLIES - PARKS	100-5300-600.250.000	73.94
SHANE FERRELL	12/17/2019	SIERRA PACKAGING SOLUTIONS	LANDSCAPING SUPPLIES - LLDM'S	220-5300-600.250.000	73.94
SHANE FERRELL	12/17/2019	SIERRA PACKAGING SOLUTIONS	LANDSCAPING SUPPLIES - STREETS	210-5400-600.250.000	147.88
SHANE FERRELL	12/18/2019	NELSON'S ACE HARDWARE	PAINT SUPPLIES - CITY YARD	702-9300-600.370.000	79.71
SHANE FERRELL	12/18/2019	ICONTRACTOR.NET	CROSS CONNECTION CONTROL MANUAL-	210-5400-600.250.000	135.74
SHANE FERRELL	12/19/2019	WINDTAMER TARPS	FREEZE BLANKETS FOR BACKFLOWS-DEPOSIT	210-5400-600.250.000	118.00
STEVEN MARES	12/5/2019	HOME DEPOT	BUCKET	100-2100-600.250.000	3.77
TERESA GALLAVAN	12/18/2019	ENTERPRISE	ARAMBULA TOUR -CM, MAYOR, MPT	100-1300-610.920.000	144.12
TERRY REID	12/2/2019	DOOLEY ENTERPRISES	REPLACEMENT DUTY AMMUNITION	100-2200-600.250.000	3,075.93
TERRY REID	12/13/2019	BOY SCOUTS OF AMERICA	EXPLORER 2019 DUES	800-0000-121.000.000	304.00
TERRY REID	12/20/2019	DELI DELICIOUS FRESNO	TRAINING LUNCH (NON POST)	100-2200-610.915.000	13.77
TERRY REID	12/20/2019	THE HOME DEPOT	EARPLUGS FOR RANGE TRAINING	100-2200-600.250.000	10.81
TIM CANNON	11/26/2019	INTOXOMETER TRAINING COURSE	INTOXOMETER TRAINING COURSE	100-2100-610.915.000	252.29
TIM CANNON	11/27/2019	PRISONER MEAL	PRISONER MEAL	100-2200-600.250.000	8.30
TIM CANNON	12/3/2019	K9 TRAINING CONFERENCE	K9 TRAINING CONFERENCE	100-2200-610.915.000	1,050.00
TIM CANNON	12/6/2019	INTOXOMETER TRAINING COURSE	INTOXOMETER TRAINING COURSE	100-2200-610.915.000	500.00
TIM CANNON	12/20/2019	DISPATCH TRAINING COURSE	DISPATCH TRAINING COURSE	100-2100-610.910.000	284.00
					<u>\$ 83,323.41</u>

PAYROLL TRANSACTIONS

CHECK REGISTER

Date	Check No.	Amount
1/24/2020	115899-115908	\$5,048.76

ACH Payment

Date	Description	Amount
1/24/2020	PR JAN2420	\$167,144.80

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

February 3, 2020

ITEM NO: 2.

SUBJECT: Council request to discuss entering into a City Attorney Legal Services agreement with Special Counsel Costanzo and Associates

RECOMMENDATION: As a Council request, Staff has placed the item on the agenda for discussion.

DISCUSSION:

The City Manager received a request from Council member Avalos to discuss entering into a City Attorney Legal Services agreement with Special Counsel Costanzo and Associates.

RECOMMENDATION: As a Council request, Staff has placed the item on the agenda for discussion.



Teresa Gallavan, City Manager

1-27-20

Date

AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES

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

1. Term: The operative date of this Agreement shall be September 16, 2019, at 5:00 p.m., even though it may be executed by the parties either before or after that date, and shall, unless terminated pursuant to Section 9 of this Agreement, remain in force and effect for a period of ninety (90) days or for the period of time necessary for the making of a City Attorney appointment, whichever is shorter. If at the expiration of the first ninety (90) day term a City Attorney has not been appointed by the City Council of City this Agreement shall automatically extend for one additional term of ninety (90) days, or for the period of time necessary for the making of such appointment, whichever is shorter, subject always to the right of the City to terminate in accordance with the provisions of Section 9 of this Agreement.

2. General Counsel Services Under Monthly Retainer: The Corporation shall furnish the City with legal services as counsel to the City's City Council (the "Council"), in exchange for a monthly retainer of Four Thousand Five Hundred Dollars (\$4,500.00) (the "Retainer Services"). The Retainer Services under this Agreement shall consist of the following:

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

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

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

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

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

f. The monitoring of pending and current state and federal legislation and court decisions as appropriate.

- a. Attendance at staff meetings and meetings with City staff as needed;
- b. The rendering of legal advice and opinions concerning legal matters that affect the City;
- c. The handling of City personnel matters (exclusive of litigation), including employee disciplinary and grievance matters;
- d. Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications and right-of-way abandonments;
- e. Enforcement of City codes, zoning regulations and building standards through administrative actions;
- f. The coordination of outside legal counsel as needed and as directed by the City Council and City Manager; and
- g. Any other service generally understood within the field of municipal law to fall within the category of "general counsel" work, which is not included within General Counsel services described in paragraph 2.
- h. All litigation, including criminal prosecutions and code enforcement actions, as well as adversarial proceedings, defined as a proceeding in any state or federal court. (However, it is agreed that, the Corporation has an ethical obligation to refuse to pursue a given litigation matter should the Corporation conclude that it is not in a position to provide adequate legal services to the City in that particular matter, in which case, the Corporation, with the approval of the City Manager, is authorized to refer the handling of such litigation to a different attorney or firm). All matters involving any form of litigation as to which a defense or indemnification is available through the City's Risk Management Authority shall be handled by the attorney or firm selected by the Risk Management Authority and shall not be handled by the Corporation, unless specifically agreed to by the Risk Management Authority, the City Manager and the Corporation. It is further agreed that, in the particular fields of law set forth below, "litigation" shall not, for these purposes, be considered to have begun until:
 - (1) in an eminent domain proceeding, until the adoption by the City of a resolution of necessity; and
 - (2) in a personnel matter, until actual dismissal has taken effect; and
 - (3) in a Code enforcement proceeding, until final determination of any administrative proceeding before the City or any City commission or committee.
- i. Revenue raising services involving matters such as municipal bonds, including but not limited to assessment district bonds, certificates of participation or other debt instruments;

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

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

l. The time spent on Additional Services will be separately noted on monthly billings to City.

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

5. Compensation:

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

(1) For the Retainer Services at the rate of Four Thousand Five Hundred Dollars (\$4,500) per month;

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

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

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

(1) Document reproduction costs;

(2) Computer-assisted research expenses, not included in Corporation's monthly plan; and

(3) Travel and lodging expenses in the event an employee of the Corporation is required to travel on behalf of the City. Chargeable automobile mileage shall be charged at the rate of \$0.50 per mile

for automobile travel. The Corporation shall not bill for travel time to and from City nor will it bill for mileage for such travel.

6. Statement and Payments:

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

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

7. Scope of Corporation Retention: City agrees in consideration of the Corporation providing the Services at the rates and amounts set forth in paragraph 3 to engage the services of the Corporation to represent City to supervise, as necessary, all other legal counsel representing City in all litigation and administrative proceedings in which the City is a party, as Bond or Special Counsel involving revenue raising mechanisms utilized by the City, and for all Services which are authorized; except:

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

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

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

8. Indemnity: The Corporation shall indemnify, save harmless and defend City, its elected officials, officers, agents and employees, including the payment by the Corporation for any and all legal costs and attorney's fees, from all liability from loss, damage or injury to persons or property in any manner arising out of or incidental to the negligent performance by Corporation of this Agreement. Pursuant to Section 6147 and Section 6148 of the Business and Professions Code, the Corporation hereby discloses that it maintains errors and omissions insurance coverage applicable to the services to be rendered under this Agreement and the policy limits of that coverage are One Million Dollars (\$1,000,000.00) per occurrence up to a maximum of Three Million Dollars (\$3,000,000.00) per policy term. Insurance coverage and amounts will not be cancelled nor reduced from what is set forth herein unless the Corporation provides at least ten days advance written notice to the City.

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

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

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

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

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

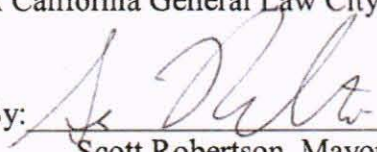
11. Entire Agreement: This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. Except as expressly set forth herein, this Agreement shall not be amended in any way except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

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

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

CITY OF SELMA,
A California General Law City

Dated: Sept 17, 2019


By: 
Scott Robertson, Mayor

COSTANZO & ASSOCIATES,
A Professional Corporation

Dated: Sept 17, 2019

By: 
Neal E. Costanzo, President

ATTEST:

By: 
City Clerk

CITY MANAGER'S/STAFF'S REPORT

REGULAR CITY COUNCIL MEETING DATE:

February 3, 2020

ITEM NO:

3.

SUBJECT: Consideration and Necessary action to extend rental of the Salazar Center Lease Agreements with Serving and Mobilizing, Assistance, Resources and Training (SMART) Center and Boys and Girls Club

RECOMMENDATION: Authorize City Manager to execute Salazar Center Lease agreements with the SMART Center and the Boys and Girls Club.

BACKGROUND: The Council worked with the Selma Ministerial Alliance to find a location to develop a program for youth and adults in Selma in April of 2010.

The Salazar Community Center was identified as the location for this program and Council endorsed it. The City of Selma entered into a lease agreement with the Serving and Mobilizing Assistance, Resources and Training (SMART) Center to lease the Salazar Center on April 2010. In March 2013, the lease was up for renewal and the SMART Center Board of Directors requested a three-year extension of the lease through February 2016.

The SMART Center pays \$1.00 per year, for the lease of the building and they are responsible for all utilities and maintenance costs. They also include the City as an additional insured on their liability insurance policy. A recent addendum to the agreement was done in July 2015 regarding the additional fire protection alarm services required by Fresno County in order to utilize the kitchen.

In 2016, the SMART Center was interested in collaborating with the Boys and Girls Club. In order to assist in facilitating that collaboration the City needed to review the existing SMART Center Lease and incorporate the Boys and Girls Club as well.

During the January 19, 2016 Council meeting, Council authorized the City Manager to negotiate leases with both agencies and at the March 7, 2016 City Council meeting the City Council approved the agreements for three years. (Attachment A.) Staff has met with each group to negotiate new agreements to replace the previous expired agreements (Attachment B).

DISCUSSION: Council approval is required to authorize the City Manager to execute and extend the leases with both parties for an additional three years with similar terms. Both parties have reviewed the agreement, Attachment B, and have been invited to the meeting should there be any questions.

RECOMMENDATION: Authorize City Manager to execute Salazar Center Lease agreements with the SMART Center and the Boys and Girls Club.



Mikal Kirchner, Director Recreation & Comm. Svcs.

1-28-2020

Date

/s/

Teresa Gallavan, City Manager

01/28/2020

Date

COMMUNITY RESOURCE LEASE AGREEMENT

The Serving and Mobilizing Assistance, Resources and Training (SMART) Center, an unincorporated association of members located within the city of Selma (hereinafter referred to as "Lessee"), hereby agrees to lease from the City of Selma (hereinafter referred to as "Lessor") and Lessor hereby agrees to lease to Lessee, certain real property owned by Lessor, situated in the County of Fresno, State of California, consisting of a building commonly known as the Salazar Center, located at 1800 Sheridan Street, Selma, California, to be used by Lessee exclusively for the public purposes identified in this lease. This lease ("Lease") is made and entered into upon the following terms and conditions:

1. TERM

Section 1.01. Term.

(a) **Initial Term.** The initial term of this Lease shall be for a period of three (3) years, commencing March 1, 2016 (hereinafter the "Commencement Date"), and ending on February 28, 2019 (hereinafter the "Expiration Date"), unless sooner terminated pursuant to any of the provisions of this Lease.

(b) **Extended Term.** This Lease may be extended for any additional or further term by mutual agreement of Lessor and Lessee.

2. RENT

Section 2.01. Rent. Rent shall be paid on March 1st each year for the year beginning on the Commencement date and ending at midnight the day prior to the anniversary of each Commencement Date.

Section 2.02. Amount of Rent. The amount of rent shall be One Dollar (\$1.00) per year.

3. USE OF PROPERTY

Section 3.01. Use of the Property. Lessee shall use the leased property as a community resource center which will provide for meals, food, seminars, workshops, conferences and other basic needs and social services and information concerning the availability of other assistance to homeless persons and other persons in need of such assistance. At all times, the property shall be used for the purpose of operating a community resource center only and for no other use without Lessor's express prior written consent. The property shall be maintained in accordance with the applicable zoning of the City of Selma, the applicable building codes of the City of Selma and

applicable ordinances, regulations and statutes of the City of Selma, the State of California and the federal government, including, but not limited to, environmental laws and regulations. Any changes to the property shall be approved by the Lessor prior to Lessee making any such changes. It is understood and agreed that the property is in a state of disrepair and that to use the property for this purpose, Lessee must make certain improvements, alterations, and repairs necessary to bring the property into compliance with applicable building codes, ordinances, regulations and statutes of the City of Selma and the State of California. Lessee shall make all such improvements, alterations and repairs necessary to bring the building into compliance with all applicable laws and regulations at its own cost and expense according to the use of the Building under the SMART Center Purpose and Mission. If the SMART Center, despite good faith efforts, is unable to maintain said building as required by code, the lease may be terminated as provided herein. Any improvement, alteration or repair to a fixture on the property or which creates a fixture on the property shall become the property of the City of Selma upon expiration of the terms of this Lease. Lessee shall not be entitled to any compensation whatsoever for the making of any such improvement, alteration or repair to the leased property. Lessee shall not use or allow the property to be used for any purpose or any manner that is unlawful, illegal, or likely to cause damage to the property, to adjoining properties, or in a manner that would constitute a hazard to the public or any adjoining property, or to cause a nuisance. Lessee shall maintain the property in the manner reasonably customary with respect to commercial property and Lessee shall bear all costs of maintenance during the term of this Lease.

4. IMPROVEMENTS ALTERATIONS AND FIXTURES

Section 4.01. Improvements, Alterations, and Fixtures. Lessee agrees to and shall construct on the leased real property any improvements, alterations, or fixtures necessary for the operation of the community resource center. Any Lessee improvements, alterations, and fixtures shall be in compliance with all applicable laws of the City of Selma, the State of California, and if applicable, the federal government.

Section 4.02. Effect of Expiration or Termination on Improvements, Alterations and Fixtures. Upon expiration or termination of this Lease, all improvements, alterations, and fixtures affixed to the property shall, at the election of the Lessor, become the property of the Lessor.

Section 4.03. Standard Work. All work to be performed by or for Lessee pursuant to this Lease will be performed diligently, and in good and workmanlike manner, consistent with normal business practice, and in compliance with all applicable laws, ordinances, regulations, and rules and public authority having jurisdiction over the property.

Section 4.04. Mechanic's Liens. Lessee agrees to keep the property free of all liens and claims for labor performed on and material delivered to the property. If a lien is placed on the property resulting from any such labor or material or construction on or

to the property resulting from any act of the Lessee, Lessee shall cause such lien to be removed, expunged, or bonded around within ten (10) working days following the recordation of such lien. In the event that Lessee fails to remove the lien recorded against the premises, Lessor may take any action Lessor deems appropriate, including obtaining a bond, to remove such lien and any costs to Lessor related to removing such lien, including legal costs or attorney's fees incurred shall be due and payable by Lessee to Lessor within thirty (30) days of demand by Lessor.

5. UTILITIES

Section 5.01. Utilities. Lessee shall maintain and pay for all water, electric, solid waste, gas, sewage, alarm service, pest control service, ansul system service, and all other utilities of any kind supplied to or used by Lessee on or to the leased property. Lessee shall reimburse Lessor for any cost or expense of providing to the leased property any of the aforementioned utilities or service incurred by Lessor during the term of this Lease. Regarding calculation of the water rate the formula for expense shall be to take the prior year water invoices for January through March (when the water to the park is turned off) and to average these into a monthly rate that will be applied for the balance of the following year. The electrical rate will be 40% of the metered invoice (60% will be absorbed by the City for Park electrical service).

- (a) SMART Center agrees this property will be under dual Lease with the other Lessee being Boys & Girls Club, all utility expenses as stated in the paragraph above shall be equally split between SMART Center and Boys & Girls Club with the following exceptions: SMART Center will be responsible for 100% of the Ansul system costs for nineteen months (following that date the costs will be equally split between SMART Center and Boys & Girls Club).
- (b) Both SMART Center and Boys & Girls Club will be independently responsible for their own costs for communications and internet systems.
- (c) In the event that SMART Center or Boys & Girls Club vacate their Lease of this building, the remaining Lessee shall be responsible for the full values of the utility expenses as detailed in the first paragraph of this section.

6. USE OF PROPERTY FOR PUBLIC PURPOSES

Section 6.01. Use of Property for Public Purposes. Lessee covenants and agrees that at all times, during the term or any extension of this Lease, the property shall be used only as a community resource center for the purposes of providing food and/or social assistance to persons in need and that it shall maintain a set schedule of hours of operation, Sunday through Saturday, as determined by Lessee, during all or part of the hours of each day between 7:00 a.m. and 10:00 p.m. Lessee agrees that this property shall be under dual Lease to Boys & Girls Club resulting in a time share agreement. SMART Center shall have access to the property on Monday through Friday

from 7 a.m. to 2 p.m. and from 7p.m. to 10p.m. each week while public school is in session. When Public School is out of session SMART Center will have access Monday through Friday for the hours from 7 a.m. to 12 p.m. (the computer lab room will be available to SMART Center for the time from 12 noon to 2p.m. during the summer schedule on Monday only) and from 7p.m. to 10p.m. each week. SMART Center shall have the exclusive access on Saturday and Sunday each week for the time of 7a.m. to 10p.m. Lessee further agrees that the use of the building space shall be demarcated for areas of sole use and joint use between SMART Center and the Boys & Girls Club in accordance with attached Exhibit "A" which is a floor plan indicating the use of spaces within the building. Lessee agrees that the property shall not be used as a permanent or temporary place of residence, abode, or occupancy by any person or persons. It is understood and agreed that the property subject to this Lease is a building which is located in a existing City park and that while Lessee shall be allowed public access to the grounds immediately surrounding the building for the purposes of ingress and egress to and from the building or for the purposes of providing the services to persons in need contemplated by this Lease, that no activity by Lessee, or any person on the property with the permission of Lessee, shall in any way interfere with the use by the public, or by Lessor of the City park that surrounds the building that is the subject of this Lease. Lessee shall not have clients occupying the grounds unsupervised after closing of the facility. It will be the responsibility of Lessee to make sure that clients are transported or arrangements are made to transport them to another facility after closing. This is based on concerns that have been expressed to the City Council by residents near the facility. Failure to meet this provision on a continued basis will result in review of the lease and notice of termination if not rectified.

7. INSURANCE AND INDEMNIFICATION

Section 7.01. Indemnification. Lessor will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of public enemy riot, strike, insurrection, war, court order, requisition or order of government body or affiliate, unless caused by an act of Lessor. Lessee will indemnify and defend Lessor by counsel acceptable to Lessor, against any liabilities, including reasonable attorney's fees and court costs, arising out of or relating to the following:

(a) Claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the property, or from activities of Lessee, Lessee's licensees, invitees, or anyone about the property, or from any other cause, except to the extent caused by Lessor's gross negligence or willful misconduct;

(b) Claims for work or labor performed, or for materials or supplies furnished to or at request of Lessor in connection with performance of any work done for or at a request of Lessee on the property; and

(c) Claims arising from any breach or default on the part of Lessee in the performance of any covenant contained in this Lease. Provisions of this section will survive the expiration or termination of this Lease with respect to any claims or liabilities occurring prior to expiration or termination of this Lease.

Section 7.02. Insurance. Lessee, at Lessee's expense, will procure and retain for the duration of this Lease, or longer if required, insurance against claims for injuries to or death of persons or damaged property occurring or resulting directly or indirectly from the use or occupancy of the property, or from activities of the Lessee, Lessee's invitees, or licensees, or anyone about the property or for any other costs, except to the extent caused by Lessor's gross negligence or willful misconduct. Lessee shall procure and retain for the duration of this Lease fire and other insurance against destruction or damage to the leased property from fire or act of God with minimum coverage limits in an amount sufficient to fully repair or replace the leased property and satisfactory to Lessor. Lessor reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein as follows:

(a) Minimum Scope of Insurance Coverage:

General Liability Insurance Coverage Broad Form Comprehensive General Liability Insurance.

(b) Minimum Limits of Insurance.

General Liability: \$1,000,000 combined to single limit per occurrence for death, bodily injury, personal injury and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this property or the aggregate limit shall be twice the occurrence limit.

Fire Insurance: An amount sufficient to fully replace the leased property and satisfactory to Lessor.

(c) Verification of Coverage.

Lessee shall furnish to Lessor certificates of insurance naming the City of Selma as an additional insured with original endorsements effecting coverage required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received and approved by Lessor prior to the commencement date,

and thereafter, Lessee shall furnish new certificates thirty (30) days prior to the expiration date of the previous certificate(s). Lessor reserves the right to require complete, certified copies of all the prior insurance policies at all times. Lessee will also provide Lessor with a certificate of insurance showing Lessor as an additional insured. The policy will require ten (10) days written notice to Lessor prior to cancellation or material change or coverage.

8. HAZARDOUS MATERIAL

Section 8.01. Definitions. As used in this section, hazardous material means any chemical, substance or material that is or may be hazardous to human health or the safety of the environment that are now or becomes in the future, listed, defined, or regulated in any manner by any environmental law.

Section 8.02. Use of Hazardous Materials. Lessee will not use or allow the use of the property in a manner that may cause hazardous materials to be used or to become present on, under, or about the property or other properties in the vicinity of the property.

Section 8.03. Lessee's Indemnification of Lessor. Lessee will indemnify, protect, defend, and hold harmless Lessor from all claims, judgments, causes of action, damages, penalties, fines, taxes and expenses including reasonable attorney's fees and court costs arising directly or indirectly as a result of or in connection with Lessee or Lessee's agents or representatives' breach of any prohibition or provision of this section.

9. CONDEMNATION

Section 9.01. Total Condemnation. If all or part of the real property is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the rent will be abated from the date of termination.

Section 9.02. Partial Condemnation.

(a) If any portion of any real property is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi public use or purpose and the partial condemnation, and Lessee's reasonable opinion, renders the property unsuitable for Lessee's business as described herein, this Lease will terminate

as of the date of the title vesting an order of immediate possession in that proceeding and the rent will be abated on the date of termination.

10. TERMINATION BY LESSEE OR LESSOR

Section 10.01. Termination by Lessee. Lessee or Lessor may terminate this Lease by giving Lessor and Lessee ninety (90) days written notice of Lessee's or Lessor's intent to terminate this Lease.

11. DEFAULT

Section 11.01. Events of Default. The occurrence of any of the following events will, at Lessor's option, constitute an event of default ("Event of Default"):

(a) Failure to use the Property for the purposes and uses identified in this Lease;

(b) Vacation or abandonment of the Premises for a period of thirty (30) consecutive days;

(c) Failure to perform Lessee's covenants under this Lease;

(d) The making of a general assignment by Lessee or any of its members for the benefit of creditors, the filing of a voluntary petition by Lessee or any of its members, or the filing of an involuntary petition by any of Lessee's creditors or creditors of its members seeking the rehabilitation, liquidation, or reorganization of Lessee or any of its members under any law relating to bankruptcy, insolvency, or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the petition within sixty (60) days of the filing.

Section 11.02. Remedies. In the event of any default by Lessee under this Lease, Lessor shall have the following remedies:

(a) **Termination.** In the event of occurrence of any Event of Default, Lessor will have the right to give a written termination notice to Lessee and, on the date specified in that notice, this Lease will terminate unless on or before that date all arrears of rent and all other sums payable by Lessee under this Lease and all costs and expenses incurred by or on behalf of Lessor have been paid by Lessee and all other Events of Default at the time existing have been fully cured to the satisfaction of Lessor.

(b) **Repossession.** Following termination, without prejudice to other remedies Lessor may have, Lessor may (a) peaceably re-enter the Premises on voluntary surrender by Lessee, (b) remove Lessee and any other persons occupying

the Premises, using any legal proceedings that may be available; (c) repossess the Premises or relet the Premises or any part of them for any term (which may be for a term extending beyond the Term), at any rental and on any other terms and conditions that Lessor in Lessor's sole discretion may determine, with the right to make reasonable alterations and repairs to the Premises; and (d) remove all personal property.

Section 11.03. Continuation. Even though an Event of Default may have occurred, this Lease will continue in effect for so long as Lessor does not terminate Lessee's right to possession. No act by Lessor under this Lease, including acts of maintenance, preservation, or efforts to lease the Premises or the appointment of a receiver on application of Lessor to protect Lessor's interest under this Lease, will terminate this Lease unless Lessor notifies Lessee that Lessor elects to terminate this Lease.

Section 11.04. Cumulative. Each right and remedy of Lessor provided for in this Lease or now or later existing at law, in equity, by statute, or otherwise, will be cumulative and will not preclude Lessor from exercising any other rights or remedies provided for in this Lease or now or later existing at law or in equity, by statute, or otherwise.

12. ASSIGNMENT AND SUBLETTING

Section 12.01. Prohibition. Lessee may not assign or sublet, whether voluntary or involuntary or by operation of law, the Premises or any part of the Premises, without Lessor's express written consent.

13. ENTRY

Section 13.01. Entry. Lessor reserves the right to enter the Premises upon reasonable notice to Lessee (except in case of an emergency, in which case no notice would be required) to inspect the Premises or the performance by Lessee of the terms and conditions of this Lease.

14. ENTIRE AGREEMENT

Section 14.01. Entire Agreement. This Lease sets forth all the agreements between Lessor and Lessee concerning the Premises, and there are no other agreements, either oral or written, other than as set forth in this Lease. Any alteration of this agreement must be done in writing.

15. TIME OF ESSENCE

Section 15.01. Time. Time is of the essence in this Lease.

16. SEVERABLE

Section 16.01. Severable. If any provision of this Lease or the application of any provision is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Lease and the application of the remaining portion of it will be severable and enforceable.

17. GOVERNING LAW

Section 17.01. Governing Law. This Lease will be construed and enforced in accordance with the laws of the State of California.

18. SUCCESSORS AND ASSIGNS

Section 18.01. Successors. This Lease will be binding on and inure to the benefit of the successors and assigns of Lessor and Lessee, their heirs and court appointed representatives.

19. NO THIRD-PARTY BENEFICIARIES

Section 19.01. Third-Party Beneficiaries. Nothing in this Lease is intended to create any third-party benefit.

20. RECORDATION

Section 20.01. Memorandum of Lease. Lessee shall not record this Lease, any memorandum of this Lease, nor any other document which will or may create a cloud on title to any portion of the property of which the Premises are a part.

21. NO AGENCY, PARTNERSHIP, OR JOINT VENTURE

Section 21.01. No Agency, Etc. Nothing contained in this Lease will be deemed or construed by the parties, or by a third party, as creating the relationship of principal and agent, partnership, or joint venture by the parties. It is understood and

agreed that no provision contained in this Lease or any acts of the parties will be deemed to create any relationship other than the relationship of Lessor and Lessee.

22. NO MERGER

Section 22.01. No Merger. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation of the Lease or a termination by Lessor will not work a merger and will, at the option of Lessor, terminate all of any existing sub-tenancies or may, at the option of Lessor, operate as an assignment to Lessor of any sub-tenancies.

23. NO WAIVER

Section 23.01. No Waiver. No waiver of any default or breach under this Lease will be implied from any omission to take action on account of this Lease, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Lease. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Lease will be effective unless in writing and signed by that party.

24. NOTICES

Section 24.01. Notices. All notices to be given under this Lease will be in writing and mailed by first-class mail, postage prepaid or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to Lessor's address and Lessee's address, or to any other place that Lessor or Lessee may designate in a written notice given to the other party. Notices will be deemed served on the earlier of receipt or three (3) days after the date of mailing.

Lessor: City of Selma
Attn: City Manager
1710 Tucker Street
Selma, CA 93662
Telephone: (559) 891-2200
Facsimile: (559) 896-1068

Lessee: SMART Center
1800 Sheridan Street
Selma, CA 93662

25. AUTHORIZATION

Section 25.01. Authorization. Each individual executing this Lease on behalf of Lessor and Lessee represents and warrants that she or he is duly authorized to execute and deliver this Lease on behalf of Lessor and Lessee and that the execution is binding upon Lessor and Lessee.

26. HOLDING OVER

Section 26.01. Holding Over. If Lessee fails to surrender possession of the Premises or any part of the Premises after expiration of the term, the holding over will constitute a month-to-month tenancy.

27. SURRENDER

Section 27.01. Surrender. Upon the expiration or termination of this Lease or Lessee's right to possession of the Premises, Lessee will surrender the Premises to Lessor.


28. COUNTERPARTS

Section 28.01. Counterparts. This Agreement may be executed simultaneously in one or more counterparts or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Lease is executed on this 8th day of March 2016, in the City of Selma,
County of Fresno, State of California.

LESSOR:

CITY OF SELMA

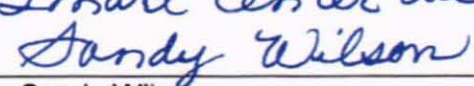
By: 
Kenneth Grey, City Manager

APPROVED AS TO FORM

By: /s/ Neal Costanzo
Neal E. Costanzo, City Attorney

LESSEE:

SMART CENTER,
A Non-Profit Corporation

Smart Center Vice Chair
By: 
Sandy Wilson
V. Chairperson

Salazar Center
1800 Sheridan Selma, CA 93662

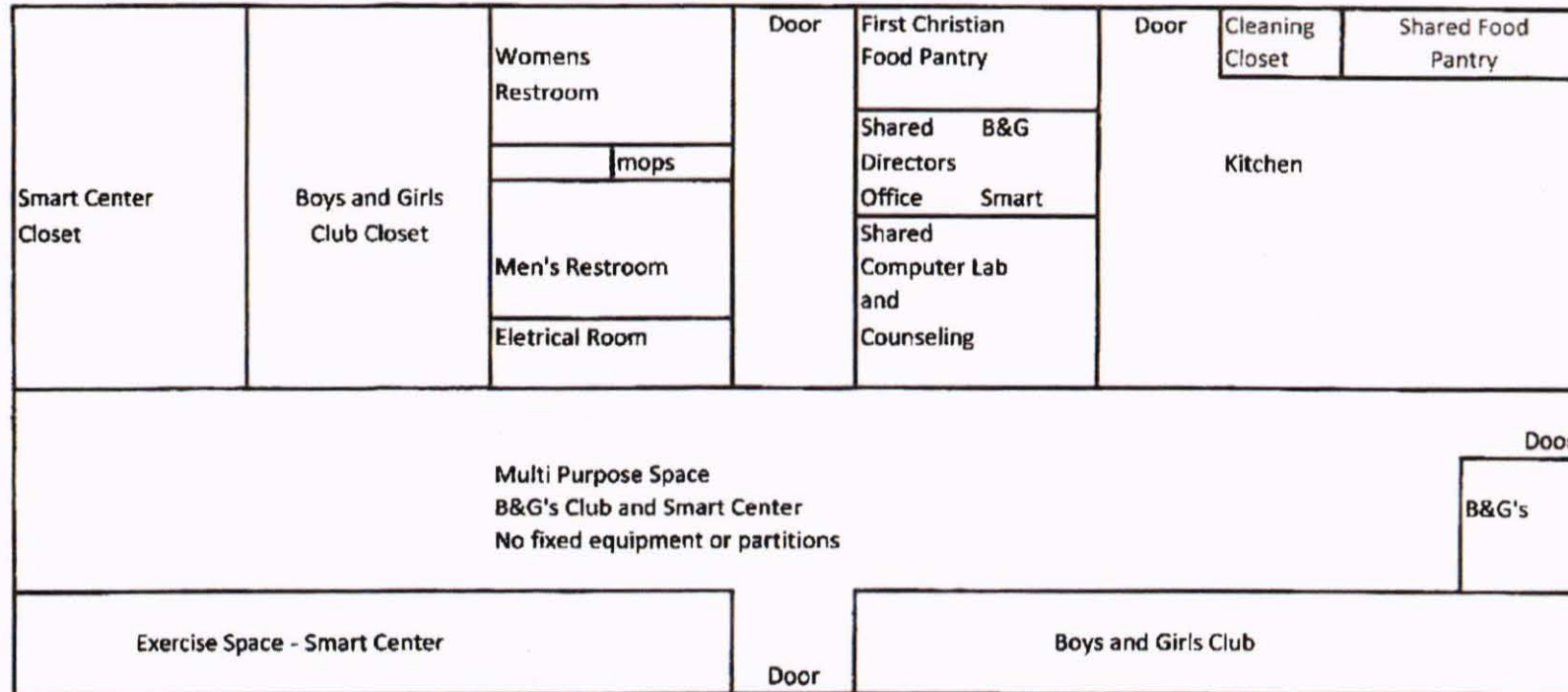


Exhibit "A"

The S.M.A.R.T. Center understands that the main recreation room will be decorated as a Boys and Girls Club. We would like to have one bulletin board.

COMMUNITY RESOURCE LEASE AGREEMENT

The Boys & Girls Clubs of Fresno County (hereinafter referred to as "Lessee"), hereby agrees to lease from the City of Selma (hereinafter referred to as "Lessor") and Lessor hereby agrees to lease to Lessee, certain real property owned by Lessor, situated in the County of Fresno, State of California, consisting of a building commonly known as the Salazar Center, located at 1800 Sheridan Street, Selma, California, to be used by Lessee exclusively for the public purposes identified in this lease. This lease ("Lease") is made and entered into upon the following terms and conditions:

1. TERM

Section 1.01. Term.

(a) **Initial Term.** The initial term of this Lease shall be for a period of three (3) years, commencing March 1, 2016 (hereinafter the "Commencement Date"), and ending on February 28, 2019 (hereinafter the "Expiration Date"), unless sooner terminated pursuant to any of the provisions of this Lease.

(b) **Extended Term.** This Lease may be extended for any additional or further term by mutual agreement of Lessor and Lessee.

2. RENT

Section 2.01. Rent. Rent shall be paid on March 1st each year for the year beginning on the Commencement date and ending at midnight the day prior to the anniversary of each Commencement Date.

Section 2.02. Amount of Rent. The amount of rent shall be One Dollar (\$1.00) per year.

3. USE OF PROPERTY

Section 3.01. Use of the Property. Lessee shall use the leased property as a community resource center which will provide for meals, food, seminars, workshops, conferences and other basic needs and social services and information concerning the youth programs of Boys & Girls Clubs. At all times, the property shall be used for the purpose of operating a community resource center only and for no other use without Lessor's express prior written consent. The property shall be maintained in accordance with the applicable zoning of the City of Selma, the applicable building codes of the City of Selma and applicable ordinances, regulations and statutes of the City of Selma, the State of California and the federal government, including, but not limited to,

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environmental laws and regulations. Any changes to the property shall be approved by the Lessor prior to Lessee making any such changes. It is understood and agreed that the property is in a state of disrepair and that to use the property for this purpose, Lessee must make certain improvements, alterations, and repairs necessary to bring the property into compliance with applicable building codes, ordinances, regulations and statutes of the City of Selma and the State of California. Lessee shall make all such improvements, alterations and repairs necessary to bring the building into compliance with all applicable laws and regulations at its own cost and expense according to the use of the Building under the Boys & Girls Clubs Purpose and Mission. If the Boys & Girls Club, despite good faith efforts, is unable to maintain said building as required by code, the lease may be terminated as provided herein. Any improvement, alteration or repair to a fixture on the property or which creates a fixture on the property shall become the property of the City of Selma upon expiration of the terms of this Lease. Lessee shall not be entitled to any compensation whatsoever for the making of any such improvement, alteration or repair to the leased property. Lessee shall not use or allow the property to be used for any purpose or any manner that is unlawful, illegal, or likely to cause damage to the property, to adjoining properties, or in a manner that would constitute a hazard to the public or any adjoining property, or to cause a nuisance. Lessee shall maintain the property in the manner reasonably customary with respect to commercial property and Lessee shall bear all costs of maintenance during the term of this Lease.

4. IMPROVEMENTS ALTERATIONS AND FIXTURES

Section 4.01. Improvements, Alterations, and Fixtures. Lessee agrees to and shall construct on the leased real property any improvements, alterations, or fixtures necessary for the operation of the community resource center. Any Lessee improvements, alterations, and fixtures shall be in compliance with all applicable laws of the City of Selma, the State of California, and if applicable, the federal government.

Section 4.02. Effect of Expiration or Termination on Improvements, Alterations and Fixtures. Upon expiration or termination of this Lease, all improvements, alterations, and fixtures affixed to the property shall, at the election of the Lessor, become the property of the Lessor.

Section 4.03. Standard Work. All work to be performed by or for Lessee pursuant to this Lease will be performed diligently, and in good and workmanlike manner, consistent with normal business practice, and in compliance with all applicable laws, ordinances, regulations, and rules and public authority having jurisdiction over the property.

Section 4.04. Mechanic's Liens. Lessee agrees to keep the property free of all liens and claims for labor performed on and material delivered to the property. If a lien is placed on the property resulting from any such labor or material or construction on or to the property resulting from any act of the Lessee, Lessee shall cause such lien to be

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removed, expunged, or bonded around within ten (10) working days following the recordation of such lien. In the event that Lessee fails to remove the lien recorded against the premises, Lessor may take any action Lessor deems appropriate, including obtaining a bond, to remove such lien and any costs to Lessor related to removing such lien, including legal costs or attorney's fees incurred shall be due and payable by Lessee to Lessor within thirty (30) days of demand by Lessor.

5. UTILITIES

Section 5.01. Utilities. Lessee shall maintain and pay for all water, electric, solid waste, gas, sewage, alarm service, pest control service, ansul system service, and all other utilities of any kind supplied to or used by Lessee on or to the leased property. Lessee shall reimburse Lessor for any cost or expense of providing to the leased property any of the aforementioned utilities or service incurred by Lessor during the term of this Lease. Regarding calculation of the water rate the formula for expense shall be to take the prior year water invoices for January through March (when the water to the park is turned off) and to average these into a monthly rate that will be applied for the balance of the following year. The electrical rate will be 40% of the metered invoice (60% will be absorbed by the City for Park electrical service).

- (a) Boys & Girls Club agrees this property will be under dual Lease with the other Lessee being SMART Center, all utility expenses as stated in the paragraph above shall be equally split between SMART Center and Boys & Girls Club with the following exceptions: SMART Center will be responsible for 100% of the Ansul system costs for nineteen months (following that date the costs will be equally split between SMART Center and Boys & Girls Club).
- (b) Both SMART Center and Boys & Girls Club will be independently responsible for their own costs for communications and internet systems.
- (c) In the event that SMART Center or Boys & Girls Club vacate their Lease of this building, the remaining Lessee shall be responsible for the full values of the utility expenses as detailed in the first paragraph of this section.

6. USE OF PROPERTY FOR PUBLIC PURPOSES

Section 6.01. Use of Property for Public Purposes. Lessee covenants and agrees that at all times, during the term or any extension of this Lease, the property shall be used only as a community resource center for the purposes of providing food and/or social assistance to persons in need and that it shall maintain a set schedule of hours of operation, Sunday through Saturday, as determined by Lessee, during all or part of the hours of each day between 7:00 a.m. and 10:00 p.m. Lessee agrees that this property shall be under dual Lease to SMART Center resulting in a time share agreement. Boys & Girls Club shall have access to the property on Monday through Friday from 2 p.m. to 7 p.m. each week while public school is in session. When Public

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School is out of session Boys & Girls Club will have access Monday through Friday for the hours from 12 p.m. to 7 p.m. (the SMART Center will be allowed access for the use of the computer lab from 12 noon to 2p.m. during this summer schedule) each week. SMART Center shall have exclusive access on Saturday and Sunday from 7a.m. to 10p.m. each week. Lessee further agrees that the use of the building space shall be demarcated for areas of sole use and joint use between SMART Center and the Boys & Girls Club in accordance with attached Exhibit "A" which is a floor plan indicating the use of spaces within the building. Lessee agrees that the property shall not be used as a permanent or temporary place of residence, abode, or occupancy by any person or persons. It is understood and agreed that the property subject to this Lease is a building which is located in a existing City park and that while Lessee shall be allowed public access to the grounds immediately surrounding the building for the purposes of ingress and egress to and from the building or for the purposes of providing the services to persons in need contemplated by this Lease, that no activity by Lessee, or any person on the property with the permission of Lessee, shall in any way interfere with the use by the public, or by Lessor of the City park that surrounds the building that is the subject of this Lease. Except as otherwise provided in this Lease, Lessee shall not have clients occupying the grounds unsupervised after closing of the facility. It will be the responsibility of Lessee to make sure that clients are transported or arrangements are made to transport them to another facility after closing. This is based on concerns that have been expressed to the City Council by residents near the facility. Failure to meet this provision on a continued basis will result in review of the lease and notice of termination if not rectified. This provision shall not be interpreted as prohibiting any client of Lessee from using the park for any lawful purpose for which is made available to the public after the facility has closed.

7. INSURANCE AND INDEMNIFICATION

Section 7.01. Indemnification. Lessor will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of public enemy riot, strike, insurrection, war, court order, requisition or order of government body or affiliate, unless caused by an act of Lessor. Lessee will indemnify and defend Lessor by counsel acceptable to Lessor, against any liabilities, including reasonable attorney's fees and court costs, arising out of or relating to the following:

(a) Claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the property, or from activities of Lessee, Lessee's licensees, invitees, or anyone about the property, or from any other cause, except to the extent caused by Lessor's gross negligence or willful misconduct;

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(b) Claims for work or labor performed, or for materials or supplies furnished to or at request of Lessor in connection with performance of any work done for or at a request of Lessee on the property; and

(c) Claims arising from any breach or default on the part of Lessee in the performance of any covenant contained in this Lease. Provisions of this section will survive the expiration or termination of this Lease with respect to any claims or liabilities occurring prior to expiration or termination of this Lease.

Section 7.02. Insurance. Lessee, at Lessee's expense, will procure and retain for the duration of this Lease, or longer if required, insurance against claims for injuries to or death of persons or damaged property occurring or resulting directly or indirectly from the use or occupancy of the property, or from activities of the Lessee, Lessee's invitees, or licensees, or anyone about the property or for any other costs, except to the extent caused by Lessor's gross negligence or willful misconduct. Lessee shall procure and retain for the duration of this Lease fire and other insurance against destruction or damage to the leased property from fire or act of God with minimum coverage limits in an amount sufficient to fully repair or replace the leased property and satisfactory to Lessor. Lessor reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein as follows:

(a) Minimum Scope of Insurance Coverage:

General Liability Insurance Coverage Broad Form Comprehensive General Liability Insurance.

(b) Minimum Limits of Insurance.

General Liability: \$1,000,000 combined to single limit per occurrence for death, bodily injury, personal injury and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this property or the aggregate limit shall be twice the occurrence limit.

Fire Insurance: An amount sufficient to fully replace the leased property and satisfactory to Lessor.

(c) Verification of Coverage.

Lessee shall furnish to Lessor certificates of insurance naming the City of Selma as an additional insured with original endorsements effecting coverage required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received and approved by Lessor prior to the commencement date,

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and thereafter, Lessee shall furnish new certificates thirty (30) days prior to the expiration date of the previous certificate(s). Lessor reserves the right to require complete, certified copies of all the prior insurance policies at all times. Lessee will also provide Lessor with a certificate of insurance showing Lessor as an additional insured. The policy will require ten (10) days written notice to Lessor prior to cancellation or material change or coverage.

8. HAZARDOUS MATERIAL

Section 8.01. Definitions. As used in this section, hazardous material means any chemical, substance or material that is or may be hazardous to human health or the safety of the environment that are now or becomes in the future, listed, defined, or regulated in any manner by any environmental law.

Section 8.02. Use of Hazardous Materials. Lessee will not use or allow the use of the property in a manner that may cause hazardous materials to be used or to become present on, under, or about the property or other properties in the vicinity of the property.

Section 8.03. Lessee's Indemnification of Lessor. Lessee will indemnify, protect, defend, and hold harmless Lessor from all claims, judgments, causes of action, damages, penalties, fines, taxes and expenses including reasonable attorney's fees and court costs arising directly or indirectly as a result of or in connection with Lessee or Lessee's agents or representatives' breach of any prohibition or provision of this section.

9. CONDEMNATION

Section 9.01. Total Condemnation. If all or part of the real property is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the rent will be abated from the date of termination.

Section 9.02. Partial Condemnation.

(a) If any portion of any real property is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi public use or purpose and the partial condemnation, and Lessee's reasonable opinion, renders the property unsuitable for Lessee's business as described herein, this Lease will terminate

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as of the date of the title vesting an order of immediate possession in that proceeding and the rent will be abated on the date of termination.

10. TERMINATION BY LESSEE OR LESSOR

Section 10.01. Termination by Lessee. Lessee or Lessor may terminate this Lease by giving Lessor and Lessee ninety (90) days written notice of Lessee's or Lessor's intent to terminate this Lease.

11. DEFAULT

Section 11.01. Events of Default. The occurrence of any of the following events will, at Lessor's option, constitute an event of default ("Event of Default"):

- (a) Failure to use the Property for the purposes and uses identified in this Lease;
- (b) Vacation or abandonment of the Premises for a period of thirty (30) consecutive days;
- (c) Failure to perform Lessee's covenants under this Lease;
- (d) The making of a general assignment by Lessee or any of its members for the benefit of creditors, the filing of a voluntary petition by Lessee or any of its members, or the filing of an involuntary petition by any of Lessee's creditors or creditors of its members seeking the rehabilitation, liquidation, or reorganization of Lessee or any of its members under any law relating to bankruptcy, insolvency, or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the petition within sixty (60) days of the filing.

Section 11.02. Remedies. In the event of any default by Lessee under this Lease, Lessor shall have the following remedies:

(a) **Termination.** In the event of occurrence of any Event of Default, Lessor will have the right to give a written termination notice to Lessee and, on the date specified in that notice, this Lease will terminate unless on or before that date all arrears of rent and all other sums payable by Lessee under this Lease and all costs and expenses incurred by or on behalf of Lessor have been paid by Lessee and all other Events of Default at the time existing have been fully cured to the satisfaction of Lessor.

(b) **Repossession.** Following termination, without prejudice to other remedies Lessor may have, Lessor may (a) peaceably re-enter the Premises on voluntary surrender by Lessee, (b) remove Lessee and any other persons occupying

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the Premises, using any legal proceedings that may be available; (c) repossess the Premises or relet the Premises or any part of them for any term (which may be for a term extending beyond the Term), at any rental and on any other terms and conditions that Lessor in Lessor's sole discretion may determine, with the right to make reasonable alterations and repairs to the Premises; and (d) remove all personal property.

Section 11.03. Continuation. Even though an Event of Default may have occurred, this Lease will continue in effect for so long as Lessor does not terminate Lessee's right to possession. No act by Lessor under this Lease, including acts of maintenance, preservation, or efforts to lease the Premises or the appointment of a receiver on application of Lessor to protect Lessor's interest under this Lease, will terminate this Lease unless Lessor notifies Lessee that Lessor elects to terminate this Lease.

Section 11.04. Cumulative. Each right and remedy of Lessor provided for in this Lease or now or later existing at law, in equity, by statute, or otherwise, will be cumulative and will not preclude Lessor from exercising any other rights or remedies provided for in this Lease or now or later existing at law or in equity, by statute, or otherwise.

12. ASSIGNMENT AND SUBLETTING

Section 12.01. Prohibition. Lessee may not assign or sublet, whether voluntary or involuntary or by operation of law, the Premises or any part of the Premises, without Lessor's express written consent.

13. ENTRY

Section 13.01. Entry. Lessor reserves the right to enter the Premises upon reasonable notice to Lessee (except in case of an emergency, in which case no notice would be required) to inspect the Premises or the performance by Lessee of the terms and conditions of this Lease.

14. ENTIRE AGREEMENT

Section 14.01. Entire Agreement. This Lease sets forth all the agreements between Lessor and Lessee concerning the Premises, and there are no other agreements, either oral or written, other than as set forth in this Lease. Any alteration of this agreement must be done in writing.

15. TIME OF ESSENCE

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Section 15.01. Time. Time is of the essence in this Lease.

16. SEVERABLE

Section 16.01. Severable. If any provision of this Lease or the application of any provision is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Lease and the application of the remaining portion of it will be severable and enforceable.

17. GOVERNING LAW

Section 17.01. Governing Law. This Lease will be construed and enforced in accordance with the laws of the State of California.

18. SUCCESSORS AND ASSIGNS

Section 18.01. Successors. This Lease will be binding on and inure to the benefit of the successors and assigns of Lessor and Lessee, their heirs and court appointed representatives.

19. NO THIRD-PARTY BENEFICIARIES

Section 19.01. Third-Party Beneficiaries. Nothing in this Lease is intended to create any third-party benefit.

20. RECORDATION

Section 20.01. Memorandum of Lease. Lessee shall not record this Lease, any memorandum of this Lease, nor any other document which will or may create a cloud on title to any portion of the property of which the Premises are a part.

21. NO AGENCY, PARTNERSHIP, OR JOINT VENTURE

Section 21.01. No Agency, Etc. Nothing contained in this Lease will be deemed or construed by the parties, or by a third party, as creating the relationship of principal and agent, partnership, or joint venture by the parties. It is understood and

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agreed that no provision contained in this Lease or any acts of the parties will be deemed to create any relationship other than the relationship of Lessor and Lessee.

22. NO MERGER

Section 22.01. No Merger. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation of the Lease or a termination by Lessor will not work a merger and will, at the option of Lessor, terminate all of any existing sub-tenancies or may, at the option of Lessor, operate as an assignment to Lessor of any sub-tenancies.

23. NO WAIVER

Section 23.01. No Waiver. No waiver of any default or breach under this Lease will be implied from any omission to take action on account of this Lease, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Lease. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Lease will be effective unless in writing and signed by that party.

24. NOTICES

Section 24.01. Notices. All notices to be given under this Lease will be in writing and mailed by first-class mail, postage prepaid or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to Lessor's address and Lessee's address, or to any other place that Lessor or Lessee may designate in a written notice given to the other party. Notices will be deemed served on the earlier of receipt or three (3) days after the date of mailing.

Lessor: City of Selma
Attn: City Manager
1710 Tucker Street
Selma, CA 93662
Telephone: (559) 891-2200
Facsimile: (559) 896-1068

Lessee: Boys & Girls Clubs of Fresno County
540 N. Augusta Street
Fresno, CA 93701 Phone 559-266-3117

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25. AUTHORIZATION

Section 25.01. Authorization. Each individual executing this Lease on behalf of Lessor and Lessee represents and warrants that she or he is duly authorized to execute and deliver this Lease on behalf of Lessor and Lessee and that the execution is binding upon Lessor and Lessee.

26. HOLDING OVER

Section 26.01. Holding Over. If Lessee fails to surrender possession of the Premises or any part of the Premises after expiration of the term, the holding over will constitute a month-to-month tenancy.

27. SURRENDER

Section 27.01. Surrender. Upon the expiration or termination of this Lease or Lessee's right to possession of the Premises, Lessee will surrender the Premises to Lessor.

28. COUNTERPARTS

Section 28.01. Counterparts. This Agreement may be executed simultaneously in one or more counterparts or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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This Lease is executed on this 8th day of March 2016, in the City of Selma, County of Fresno, State of California.

LESSOR:

CITY OF SELMA

By: Kenneth Grey
Kenneth Grey, City Manager

APPROVED AS TO FORM

By: /s/ Neal Costanzo
Neal E. Costanzo, City Attorney

LESSEE:

Boys & Girls Clubs of Fresno County

By: Thomas D. [Signature] President/CEO
Boys & Girls Clubs Chairperson

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Salazar Center
1800 Sheridan Selma, CA 93662

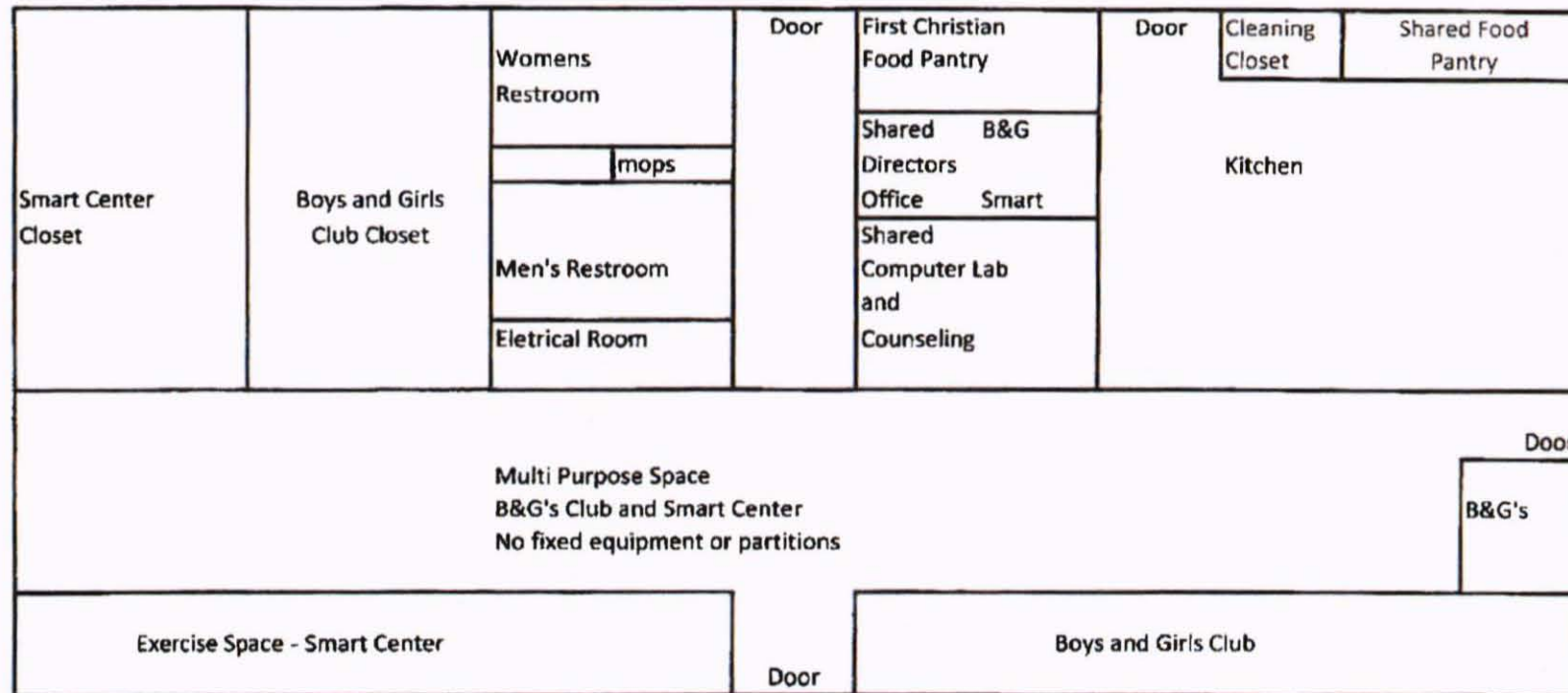


Exhibit "A"

The S.M.A.R.T. Center understands that the main recreation room will be decorated as a Boys and Girls Club. We would like to have one bulletin board.

**CITY OF SELMA
FACILITIES USE AGREEMENT**

THIS FACILITIES USE AGREEMENT ("Agreement") is entered into on this ____ day of ____, 2020 ("Effective Date"), by and between the City of Selma, a California municipal corporation (the "City") and S.M.A.R.T. (Serving and Mobilizing Assistance, Resources, and Training Center, Inc. ("SMART Center"), a California nonprofit corporation. The City and SMART Center; are collectively referred to as "Parties."

RECITALS

WHEREAS, the City is the owner of certain real property located at 1800 Sheridan Street, Selma, California, commonly known as the Salazar Center (the "Property"). This Agreement pertains to the use of the Building as depicted in Exhibit A, attached hereto and incorporated herein by reference, including any paved areas, parking lots and driveways; and

WHEREAS, SMART Center shall use the Property as a community resource center which will provide for meals, food, seminars, workshops, conferences, exercise classes, and other basic needs and social services and information concerning the availability of other persons assistance in need of such assistance, collectively the "Permitted Use"; and

WHEREAS, the Parties desire to enter into this Agreement to make the City's Property available to SMART Center, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. GENERAL PROVISIONS

(A) Term.

The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2022, unless sooner terminated by the City, as provided in this Agreement.

(B) Property.

This Agreement shall entitle SMART Center to the use of the rooms and facilities at the City's property located 1800 Sheridan Street as depicted in Exhibit A, attached hereto and incorporated herein by reference.

The space set forth herein is hereinafter collectively referred to as the "Property".

(C) Rent and Utilities.

The SMART Center shall pay to the City the sum of One Dollar (\$1.00) per year, as rent for use of the Property. Said rent shall be paid concurrently with the execution of this Agreement, and annually thereafter, and shall be remitted to the City of Selma, 1710 Tucker Street, Selma, CA 93662.

Utilities. Except as set forth herein, SMART Center shall maintain and pay for all water, electric, solid waste, gas, sewage, alarm service, pest control service, ansul system service, and all other utilities of any kind supplied to or used by SMART Center on or to the Property during the term of this Agreement, with the exception of telephone and internet as set forth in Section 1.(C)(ii) herein. To calculate the water rate, the City shall total the prior year water invoices for January through March (when the water to the park is turned off) and average these into a monthly rate that will be applied for the balance of the following year. The electrical rate will be 40% of the metered invoice (60% will be absorbed by the City for Park electrical service).

- (a) SMART Center agrees this Property will be under occupancy pursuant to a lease with Boys & Girls Clubs of Fresno County ("Boys & Girls Club"), all utility expenses as stated in the paragraph above shall be equally split between SMART Center and Boys & Girls Club with the following exceptions: SMART Center will be responsible for 50% of the annual utility costs.
- (b) Both SMART Center and Boys & Girls Club will be independently responsible for their own costs for communications and internet systems.
- (c) In the event that the Boys & Girls Club vacates the Property, the SMART Center shall be responsible for the full values of the utility expenses as detailed in the first paragraph of this section.

The City shall invoice SMART Center monthly for all required utility costs. Payment shall be made within thirty (30) days of receipt of each invoice to Selma City Hall, 1710 Tucker Street, Selma, CA 93662.

(D) Holdover.

In the event SMART Center remains in possession of the Property after the termination or expiration of this Agreement, then SMART Center shall be deemed to be occupying the Property on a month-to-month basis, subject to the terms and conditions of this Agreement.

(E) Use Restrictions.

The following activities or items are prohibited at the Property, unless permission is granted in writing by the City Manager or his/her designee:

- (1) Additional usage of the Salazar Center for activities not associated with a community resource center.

- (2) Live animals, except for service animals;
- (3) Pyrotechnics;
- (4) Candles, lanterns, incense or open flames;
- (5) Decorations or other items that will damage building surfaces, such as use of nails, tacks, fasteners, staples, scotch tape, putty, glue or other adhesives; however removable stencils, and the hanging of signs which designate the name of each room shall be permitted;
- (6) Smog or fog generating devices;
- (7) Flammable liquids or any hazardous products.

(F) SMART Center's Responsibilities.

(1) SMART Center is responsible for the conduct of all participants, the supervision of minors and any damages that may occur at or to the Property.

(2) SMART Center shall require each individual participating in any program at the Property to execute a release and waiver. The form of the release and waiver shall be in substantially the form attached to the Agreement as "Exhibit B" and incorporated herein by reference.

(3) Any individual who provides exercise classes at the Property shall be an employee, volunteer or an agent of the SMART Center, and shall have the skills and training to provide said classes.

(G) Non City-Owned Property.

The City reserves the right to remove any remaining items from the Property and have them stored at the SMART Center's expense upon expiration of the term of this Agreement. If such items, equipment or supplies are not claimed within six (6) months, the City reserves the right to dispose of such material in any manner it deems appropriate. The SMART Center shall be responsible for any costs of storage and disposal incurred by the City for such equipment or supplies. The City is not responsible for any damage or theft of any items left by the SMART Center, or any of the SMART Center's officers, agents, employees, guests, invitees, or program participants.

(H) Disclaimer of Condition of Property.

The City makes no warranty or representation of any kind concerning the Property or the fitness of the Property for the Permitted Use intended by SMART. SMART Center has inspected the Property and knows and accepts its condition, "as is".

(I) Damage or Destruction of the Property.

In the event the Property is damaged by fire or other casualty, City may, at its sole and absolute discretion, elect to terminate this Agreement. If the City is unable or unwilling to repair any damage caused by fire or other casualty, SMART Center may terminate this Agreement. Should the Property be damaged by fire or other casualty, no liability shall occur against City for damage due to loss of business, loss of revenue or additional costs incurred by SMART Center.

(J) Assignment.

SMART Center shall not assign this Agreement without the prior written consent of the City. Any such assignment without consent shall be void, and a the City, at its option, may terminate this Agreement.

(K) Right of Entry.

City shall be entitled, at all times, to enter the Property for the purpose of inspecting the Property, or for the purpose of inspecting the performance by SMART Center of the terms and conditions of this Agreement, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by any law or ordinance. City shall also be permitted to use the Property when SMART Center is not operating.

SECTION 2. USE OF PREMISES

(A) General.

- i. SMART Center shall use the Property for the Permitted Use, and for no other purpose.
- ii. SMART Center shall not use the Property, or any portion thereof, for any purpose which may increase the existing rate of insurance upon the Property, or cause the cancellation of the insurance on the Property. The SMART Center shall be responsible for any insurance increase or cancellation of insurance, as a result of its activities at the Property.

(B) Hours of Operation.

The SMART Center shall maintain the following hours of operation:

Monday through Sunday, as determined by Lessee, during all or part of the hours of each day between 7:00 a.m. and 10:00 p.m. Lessee agrees that this property shall be under dual Lease to Boys and Girls Club resulting in a time share agreement. SMART Center shall have access to the property on Monday through Friday from 7:00 a.m. to 2:00 p.m. and from 7:00 p.m. to 10:00 p.m. each week while public school is in session. When Public School is out of session SMART Center will have access from 7:00 a.m. to 12:00 p.m.. SMART Center shall have the exclusive access on Saturday and Sunday each week for the time of 7:00 a.m. to 10:00 p.m. Boys and Girls Club may have access on a

Saturday and Sunday with a documented pre-approved approval by the SMART Center. Lessee further agrees that the use of the building space shall be demarcated for areas of sole use and joint use between SMART Center and the Boys and Girls Club in accordance with attached Exhibit "A" which is a floor plan indicating the use of spaces within the building. Lessee agrees that the Property shall not be used as a permanent or temporary place of residence, abode, or occupancy by any person or persons.

(C) Supplies and Expenses.

- i. City shall be responsible for the costs associated with building fire and liability insurance for the Property.
- ii. SMART Center shall be responsible for all costs associated with its programs, including, but not limited to, staffing, insurance, supplies, materials and equipment.
- iii. SMART Center shall, at its sole cost and expense, provide all equipment necessary for its programs.

(D) Maintenance, Repair and Alterations.

- i. City shall be responsible for all structural, routine maintenance, and long term capital repair at the Property, except to the extent such repair is made necessary as a result of the misconduct or negligent acts or omissions of the SMART Center, its program participants, and/or invitees. The City shall, in its sole and absolute discretion, have the authority to approve or deny any request for alteration to the Property by the SMART Center, and to charge the SMART Center for same.
- ii. The Property shall be maintained in accordance with the applicable zoning of the City, the applicable building codes of the City of Selma, and applicable ordinances, regulations and statutes of the City, the State of California and the federal government, including, but not limited to, environmental laws and regulations. SMART Center shall not use or allow the Property to be used for any purpose or any manner that is unlawful, illegal, or likely to cause damage to the property, to adjoining properties, or in a manner that would constitute a hazard to the public or any adjoining property, or to cause a nuisance.
- iii. City shall be responsible for maintaining all landscaping at the Property.
- iv. SMART Center shall maintain the Property in good and safe condition, and shall be responsible for repairing any damage arising from the negligence or misconduct of SMART Center, its program participants, and/or invitees. In the event SMART Center discovers a hazard or maintenance issue at the Property, it shall notify the City immediately.
- v. SMART Center shall not commit, or suffer to be committed, any waste upon the Property, or any public or private nuisance.

- vi. Any and all improvements made to the Property during the Term of this Agreement shall belong to the City, except trade fixtures of SMART Center's. SMART Center may, upon termination of this Agreement, remove its own trade fixtures, but shall repair or pay for all repairs necessary for damages to the Property occasioned by such removal. Prior to making any improvements to the Property, SMART Center shall obtain the City's approval and any required permits.

SECTION 4. OPERATIONAL STANDARDS

(A) Reporting.

- i. SMART Center shall submit to the City a quarterly report detailing the demographics of all program participants, and any other information requested by the City.
- ii. Upon submittal of the quarterly report to the City, SMART Center's Executive Director and Manager shall meet with the City Manager to discuss the status of SMART Center and its operations in the City.

(B) Staffing.

- i. SMART Center shall ensure that all Staff are trained and certified as required by all applicable laws.
- ii. SMART Center and all staff shall comply with all SMART Center standards.
- iii. All volunteers must be supervised by a SMART Center representative at all times.
- iv. A SMART Center representative/volunteer shall be at the Property during all times when SMART Center is open for program activities.
- v. In the event that SMART Center receives any complaint that could result in a claim being filed against the City, SMART Center shall report this information immediately to the City Manager or his/her designee.
- vi. In the event that any program participant sustains any injury while participating in a SMART Center sponsored program, SMART Center shall report the injury immediately to the City Manager or his/her designee.
- vii. In the event that law enforcement or the Fire Department responds to any incident at the Property related to a SMART Center program and/or activity, SMART Center shall report the incident immediately to the City Manager or his/her designee.
- viii. All SMART Center staff transporting program participants in any vehicle shall have a valid California Driver's License.

- ix. All vehicles used to transport program participants shall be kept in good repair and working order.

(C) Administration.

- i. Concurrently with the execution of this Agreement, SMART Center shall provide the City a roster of the Staff providing services at the Property, and shall also provide the City with a list of emergency contacts.
- ii. In the event there is a change in management of SMART Center Staff at the Property, the City shall be notified immediately.
- iii. All books and records pertaining to SMART Center's activities on the Property shall be subject to inspection by the City during SMART Center's regular business hours, at the Property, or at SMART Center's headquarters.
- iv. In the event SMART Center receives any lawsuit, subpoena, request for records, or becomes aware of any investigation pertaining to SMART Center's activities at the Property, SMART Center shall immediately report this information to the City Manager or his/her designee, unless otherwise prohibited by law.

SECTION 5. RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) SMART Center shall defend, indemnify, and hold harmless City, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising out of or in connection with SMART Center's use of the Property, or its negligent failure to comply with any of its obligations contained in this Agreement (collectively "Claims"). Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve SMART Center from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

(B) SMART Center releases the City, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with SMART Center's use of the Property under this Agreement.

SECTION 6. INSURANCE

(A) During the term of this Agreement, SMART Center shall, at its sole cost and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth in the attached Exhibit C, incorporated herein by this reference.

(B) City and its elected and appointed officers, employees, agents, and volunteers shall be named as additional insureds with respect to the general liability insurance policy required under this Agreement.

(C) At all times during the term of this Agreement, SMART Center shall maintain on file with the City's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 6 are in effect in the required amounts and naming the City and its elected and appointed officers, employees, agents, and volunteers as additional insureds. SMART Center shall, concurrently with the execution of this Agreement, file with City's Risk Manager such certificate(s).

(D) SMART Center shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

SECTION 7. INDEPENDENT CONTRACTOR

i. SMART Center 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 SMART Center shall at all times be under SMART Center's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of SMART Center or any of the SMART Center's officers, employees, or agents, except as set forth in this Agreement. SMART Center 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. SMART Center 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.

ii. No employee benefits shall be available to SMART Center in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation to SMART Center for operating a community resource center. City shall not be liable for compensation or indemnification to SMART Center for injury or sickness arising out of its operation or use of the Property under this Agreement.

SECTION 8. 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:

If to City:

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

With a copy to:

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

SMART Center:

SMART Center
1800 Sheridan Street
Selma, CA 93662
Attention: Manager

SECTION 9. COMPLIANCE WITH LAWS

SMART Center represents and warrants to City that SMART Center, its officers, agents, employees and volunteers have all licenses, permits, qualifications, and approvals of whatever nature which are legally required for SMART Center, its officers, agents, employees and volunteers to provide the services, programs and activities contemplated by this Agreement, and that it shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county and city, relating to its actions under this Agreement whether such statutes, ordinances, regulations and requirements are now in force or hereinafter enacted.

SECTION 10. DEFAULT/TERMINATION

i. In the event of any breach of this Agreement, City, in addition to any other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Property.

ii. In the event of any breach of this Agreement, the City may terminate the Agreement immediately, by serving upon SMART Center written notice. Upon receipt of said notice, SMART Center shall have five (5) days to vacate the Property and remove all of its possessions, unless the notice provides otherwise.

iii. 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 SMART Center's written notice. Upon receipt of said notice, SMART Center shall have thirty (30) days to vacate the Property and remove all of its possessions, 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.

SECTION 11. MISCELLANEOUS PROVISIONS

(A) SMART Center acknowledges that this Agreement may create a possessory interest subject to property taxation, and that the SMART Center may be subject to payment of property taxes levied on such interest. Any such tax liability shall be the responsibility of SMART Center's.

(B) SMART Center agrees that its use of the Property and this Agreement, shall not entitle SMART Center to any relocation benefits pursuant to federal, state, or local law, and SMART Center hereby waives any such claim against the City for relocation benefits.

(C) The rights granted to SMART Center under this Agreement are non-exclusive license rights only, and in no respect shall the same constitute or be construed as an assignment of a leasehold or other interest in the Property set forth in this Agreement.

(D) 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.

(E) 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 SMART Center's use of the Property 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. The venue for any litigation shall be Fresno County, California or in the United States District Court for the Eastern District of California.

(F) 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.

(G) This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

(H) All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this

Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

(I) This instrument contains the entire Agreement between the City and SMART Center with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and SMART Center.

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

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

“CITY”
City of Selma

“SMART” Center

By _____
Teresa Gallavan, City Manager

By: _____
SMART Center, Chair

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Neal E. Costanzo, City Attorney

Salazar Center
1800 Sheridan Selma, CA 93662

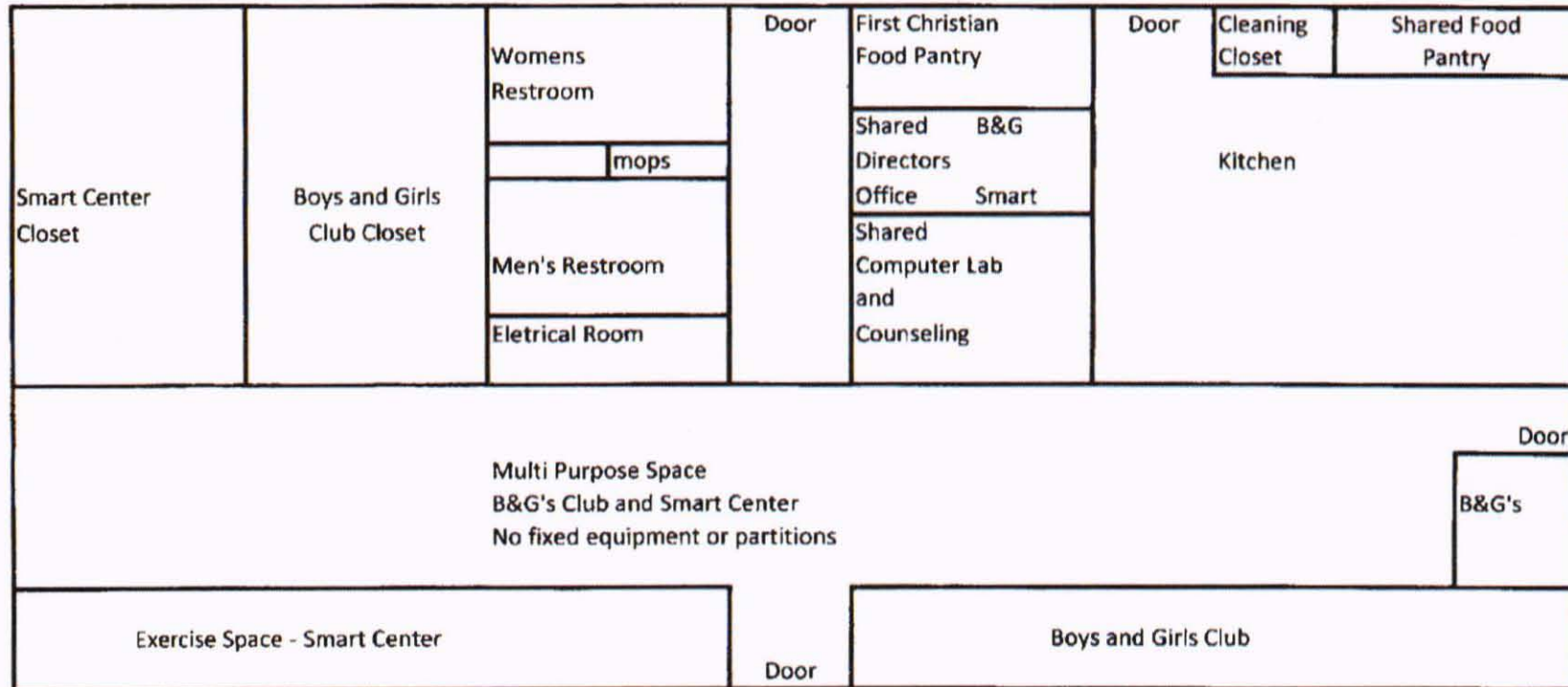


Exhibit "A"

The S.M.A.R.T. Center understands that the main recreation room will be decorated as a Boys and Girls Club. We would like to have one bulletin board.

Exhibit B

WAIVER & RELEASE

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME OF PARTICIPANT), fully understand that my participation in the SMART Center program (hereinafter "Program") exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this Program and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Selma, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Program from whatever cause, including the active or passive negligence of the City of Selma, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers or any other participants in the Program. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Program, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Selma, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from any and all claims, demands actions or suits arising out of or in connection with my participation in the Program.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date

Name

Signature

(Requires signature of parent/guardian if participant is under the age of 18)

Exhibit C

INSURANCE REQUIREMENTS

Without limiting SMART Center's indemnification of City, and prior to commencement of the Services, SMART Center 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. SMART Center 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. SMART Center 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 SMART Center arising out of or in connection with 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.

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

SMART Center 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. SMART Center 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. SMART Center 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 this Agreement by SMART Center, its agents, representatives, employees or subconsultants.

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).

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.

**CITY OF SELMA
FACILITIES USE AGREEMENT**

THIS FACILITIES USE AGREEMENT ("Agreement") is entered into on this ____ day of ____, 2020 ("Effective Date"), by and between the City of Selma, a California municipal corporation (the "City") and Boys & Girls Clubs of Fresno County, a California non-profit corporation (the "Club"). The City and the Club are collectively referred to as "Parties."

RECITALS

WHEREAS, the City is the owner of certain real property located at 1800 Sheridan Street, Selma, California, commonly known as the Salazar Center (the "Property"). This Agreement pertains to the use of the Building as depicted in Exhibit A, attached hereto and incorporated herein by reference, including any paved areas, parking lots and driveways; and

WHEREAS, the Club shall use the Property as a community resource center, which will provide meals, food, seminars, workshops, conferences and other basic needs and social services and information concerning the youth programs of Boys & Girls Clubs; and

WHEREAS, the Parties desire to enter into this Agreement to make the City's Property available to the Club to provide youth with the programs and services as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. GENERAL PROVISIONS

(A) Term.

The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2022, unless sooner terminated by the City, as provided in this Agreement.

(B) Property.

This Agreement shall entitle the Club to the use of the rooms and facilities at the City's property located 1800 Sheridan Street as depicted in Exhibit A.

The space set forth herein is hereinafter collectively referred to as the "Property".

(C) Rent and Utilities.

The Club shall pay to the City the sum of One Dollar (\$1.00) per year, as rent for use of the Property. Said rent shall be paid concurrently with the execution of this Agreement, and annually thereafter, and shall be remitted to the City of Selma, 1710 Tucker Street, Selma, CA 93662.

Utilities. Except as set forth herein, the Club shall maintain and pay for all water, electric, solid waste, gas, sewage, alarm service, pest control service, ansul system service, and all other utilities of any kind supplied to or used by the Club on or to the Property during the term of this Agreement, with the exception of telephone and internet as set forth in Section 1.(C)(ii) herein. To calculate the water rate, the City shall total the prior year water invoices for January through March (when the water to the park is turned off) and average these into a monthly rate that will be applied for the balance of the following year. The electrical rate will be 40% of the metered invoice (60% will be absorbed by the City for Park electrical service).

- i. The Club agrees this Property will be under dual occupancy pursuant to a lesse with SMART Center. All utility expenses as stated in the paragraph above shall be equally split between SMART Center and the Club.
- ii. The Club will be independently responsible for its own costs for communications and internet systems.
- iii. In the event that SMART Center vacates the Property, the Club shall be responsible for the full values of the utility expenses as detailed in the first paragraph of this section.

The City shall invoice the Club monthly for all required utility costs. Payment shall be made within thirty (30) days of receipt of each invoice to Selma City Hall, 1710 Tucker Street, Selma, CA 93662.

(D) Holdover.

In the event the Club remains in possession of the Property after the termination or expiration of this Agreement, then the Club shall be deemed to be occupying the Property on a month-to-month basis, subject to the terms and conditions of this Agreement.

(E) Use Restrictions.

The following activities or items are prohibited at the Property, unless permission is granted in writing by the City Manager or his/her designee:

- (1) Additional usage of the Salazar Center for activities not associated with a community resource center.
- (2) Live animals, except for service animals;
- (3) Pyrotechnics;
- (4) Candles, lanterns, incense or open flames;

- (5) Decorations or other items that will damage building surfaces, such as use of nails, tacks, fasteners, staples, scotch tape, putty, glue or other adhesives; however removable stencils, and the hanging of signs which designate the name of each room shall be permitted;
- (6) Smog or fog generating devices;
- (7) Flammable liquids or any hazardous products.

(F) The Club's Responsibilities.

- (1) The Club is responsible for the conduct of all participants, the supervision of minors and any damages that may occur at or to the Property.
- (2) The Club shall require each individual participating in a program at the Property to execute a release and waiver. The form of the release and waiver shall be in substantially the form attached to the Agreement as Exhibit B and incorporated herein.

(G) Non City-Owned Property.

The City reserves the right to remove any remaining items from the Property and have them stored at the Club's expense upon expiration of the term of this Agreement. If such items, equipment or supplies are not claimed within six (6) months, the City reserves the right to dispose of such material in any manner it deems appropriate. The Club shall be responsible for any costs of storage and disposal incurred by the City for such equipment or supplies. The City is not responsible for any damage or theft of any items left by the Club, or any of the Club's officers, agents, employees, guests, invitees, or program participants.

(H) Disclaimer of Condition of Property.

City makes no warranty or representation of any kind concerning the Property or the fitness of the Property for the use intended by the Club. The Club has inspected the Property and knows and accepts its condition, "as is".

(I) Damage or Destruction of the Property.

In the event the Property is damaged by fire or other casualty, City may, at its sole and absolute discretion, elect to terminate this Agreement. If the City is unable or unwilling to repair any damage caused by fire or other casualty, the Club may terminate this Agreement. Should the Property be damaged by fire or other casualty, City shall not be liable for damage due to loss of business, loss of revenue or additional costs incurred by the Club.

(J) Assignment.

The Club shall not assign this Agreement without the prior written consent of the City. Any such assignment without consent shall be void, and the City, at its option, may terminate this Agreement.

(K) Right of Entry.

City shall be entitled, at all times, to enter the Property for the purpose of inspecting the Property, or for the purpose of inspecting the performance by the Club of the terms and conditions of this Agreement, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by any law or ordinance. City shall also be permitted to enter the Property for maintenance when the Club is not operating.

SECTION 2. USE OF PREMISES

(A) General.

- i. The Club shall use the Property for the purpose of community resource center, and for no other purpose.
- ii. The Club shall not use the Property, or any portion thereof, for any purpose which may increase the existing rate of insurance upon the Property, or cause the cancellation of the insurance on the Property. The Club shall be responsible for any insurance increase or cancellation of insurance, as a result of its activities at the Property.

(B) Hours of Operation.

The Club shall maintain the following hours of operation:

Monday, Tuesday, Wednesday, Thursday and Friday, 2:00 p.m. – 7:00 p.m. each week while Selma Unified School District is in session. When Selma Unified School District is not in session, the Club shall open Monday Tuesday, Wednesday, Thursday, and Friday, 12:00 p.m. – 7:00 p.m.

(C) Supplies and Expenses.

- i. City shall be responsible for the costs associated with building fire and liability insurance for the Property.
- ii. The Club shall be responsible for all costs associated with its programs, including, but not limited to, staffing, insurance, supplies, materials and equipment.
- iii. The Club shall, at its sole cost and expense, provide all equipment necessary for its programs, including, but not limited to, computers and game equipment.

(D) Maintenance, Repair and Alterations.

- i. City shall be responsible for all structural, routine maintenance, and long term capital repair at the Property, except to the extent such repair is made necessary as a result of the misconduct or negligent acts or omissions of the Club, its program participants, and/or invitees. The City shall, in its sole and absolute discretion, have the authority to approve or deny any request for alteration to the Property by Club, and to charge the Club for same.
- ii. The Property shall be maintained in accordance with the applicable zoning of the City, the applicable building codes of the City and applicable ordinances, regulations and statutes of the City, the State of California and the federal government, including, but not limited to, environmental laws and regulations. The Club shall not use or allow the property to be used for any purpose or any manner that is unlawful, illegal, or likely to cause damage to the property, to adjoining properties, or in a manner that would constitute a hazard to the public or any adjoining property, or to cause a nuisance.
- iii. City shall be responsible for maintaining all landscaping at the Property.
- iv. The Club shall maintain the Property in good and safe condition, and shall be responsible for repairing any damage arising from the negligence or misconduct of the Club, its program participants, and/or invitees. In the event the Club discovers a hazard or maintenance issue at the Property, it shall notify the City immediately.
- v. The Club shall not commit, or suffer to be committed, any waste upon the Property, or any public or private nuisance.
- vi. Any and all improvements made to the Property during the Term of this Agreement shall belong to the City, except trade fixtures of the Club's. The Club may, upon termination of this Agreement, remove its own trade fixtures, but shall repair or pay for all repairs necessary for damages to the Property occasioned by such removal. Prior to making any improvements to the Property, the Club shall obtain the City's approval and any required permits.

SECTION 4. OPERATIONAL STANDARDS

(A) Reporting.

The Club shall submit to the City a quarterly report detailing the demographics of the youth who participate in all programs, average daily attendance for each program, average daily staffing ratios, funds expended for all programs and activities at the

- i. Upon submittal of the quarterly report to the City, the Club's Executive Director and Manager shall meet with the City Manager and/or his/her designee to discuss the status of the Club and its operations in the City.

(B) Staffing.

- i. The Club shall ensure that all Staff are trained and certified as required by all applicable laws.
- ii. Prior to participating in any program at the Property, all Club Staff shall undergo Live Scan fingerprinting and shall pass a criminal background check.
- iii. All volunteers must be supervised by a Club Staff member at all times.
- iv. A supervisor shall be at the Property during all times when the Club is open for program activities.
- v. In the event that any program participant sustains any injury while participating in a Club sponsored program, the Club shall report the injury immediately to the City Manager or his/her designee.
- vi. In the event that law enforcement or the Fire Department responds to any incident at the Property related to a Club program and/or activity, the Club shall report the incident immediately to the City Manager or his/her designee.
- vii. All Club staff transporting students in any vehicle shall have a valid California Driver's License, and any other endorsements and/or certificates required by law.
- viii. All vehicles used to transport program participants shall be kept in good repair and working order, and shall comply with all applicable laws, rules, and regulations regarding the transporting of persons.

(C) Administration.

- i. Concurrently with the execution of this Agreement, the Club shall provide the City a roster of the Staff providing services at the Property. The Club shall also provide the City with a list of emergency contacts.
- ii. In the event there is a change in management of Club Staff at the Property, the City shall be notified immediately.
- iii. All books and records pertaining to the Club's activities on the Property shall be subject to inspection by the City during the Club's regular business hours, at the Property, or at the Boys & Girls Club's headquarters.
- iv. In the event the Club receives any lawsuit, subpoena, request for records, or becomes aware of any investigation pertaining to the Club's activities at the Property, the Club shall immediately report this information to the City Manager or his/her designee, unless otherwise prohibited by law.

SECTION 5. RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) The Club shall defend, indemnify, and hold harmless City, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising out of or in connection with the Club's use of the Property, or its negligent failure to comply with any of its obligations contained in this Agreement (collectively "Claims"). Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve the Club from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

(B) The Club releases the City, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with the Club's use of the Property under this Agreement.

SECTION 6. INSURANCE

(A) During the term of this Agreement, The Club shall, at its sole cost and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth in the attached Exhibit C, incorporated herein by this reference.

(B) City and its elected and appointed officers, employees, agents, and volunteers shall be named as additional insureds with respect to the general liability insurance policy required under this Agreement.

(C) At all times during the term of this Agreement, the Club shall maintain on file with the City's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 6 are in effect in the required amounts and naming the City and its elected and appointed officers, employees, agents, and volunteers as additional insureds. The Club shall, concurrently with the execution of this Agreement, file with City's Risk Manager such certificate(s).

(D) The Club shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

SECTION 7. INDEPENDENT CONTRACTOR

i. The Club 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 the Club shall at all times be under the Club's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the

conduct of the Club or any of the Club's officers, employees, or agents, except as set forth in this Agreement. The Club 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. The Club 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.

ii. No employee benefits shall be available to the Club in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation to the Club for operating a community resource center. City shall not be liable for compensation or indemnification to the Club for injury or sickness arising out of its operation or use of the Property under this Agreement.

SECTION 8. 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:

If to City:

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

With a copy to:

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

The Club:

Boys & Girls Clubs of Fresno County
540 N. Augusta Street
Fresno, CA 93701
Attention: Manager

SECTION 9. **COMPLIANCE WITH LAWS**

The Club represents and warrants to City that the Club, its officers, agents, employees and volunteers have all licenses, permits, qualifications, and approvals of whatever nature which are legally required for the Club, its officers, agents, employees and volunteers to provide the services, programs and activities contemplated by this Agreement, and that it shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county and city, relating to its actions under this Agreement whether such statutes, ordinances, regulations and requirements are now in force or hereinafter enacted.

SECTION 10. **DEFAULT/TERMINATION**

i. In the event of any breach of this Agreement, City, in addition to any other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Property.

ii. In the event of any breach of this Agreement, the City may terminate the Agreement immediately, by serving upon the Club written notice. Upon receipt of said notice, Club shall have five (5) days to vacate the Property and remove all of its possessions, unless the notice provides otherwise.

iii. 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 Club's written notice. Upon receipt of said notice, the Club shall have thirty (30) days to vacate the Property and remove all of its possessions, 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.

SECTION 11. **MISCELLANEOUS PROVISIONS**

(A) The Club acknowledges that this Agreement may create a possessory interest subject to property taxation, and that the Club may be subject to payment of property taxes levied on such interest. Any such tax liability shall be the responsibility of the Club.

(B) The Club agrees that its use of the Property and this Agreement, shall not entitle the Club to any relocation benefits pursuant to federal, state, or local law, and the Club hereby waives any such claim against the City for relocation benefits.

(C) The rights granted to the Club under this Agreement are non-exclusive license rights only, and in no respect shall the same constitute or be construed as an assignment of a leasehold or other interest in the Property set forth in this Agreement.

(D) 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.

(E) 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 Club's use of the Property 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. The venue for any litigation shall be Fresno County, California or in the United States District Court for the Eastern District of California.

(F) 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.

(G) This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

(H) All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

(I) This instrument contains the entire Agreement between the City and the Club with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Club.

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

(SIGNATURES ON FOLLOWING PAGE)

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

“CITY”

City of Selma

By _____
Teresa Gallavan, City Manager

“CLUB”

Boys & Girls Clubs of Fresno County

By: _____
Boys & Girls Club of Fresno County, Chair

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Neal E. Costanzo, City Attorney

Salazar Center
1800 Sheridan Selma, CA 93662

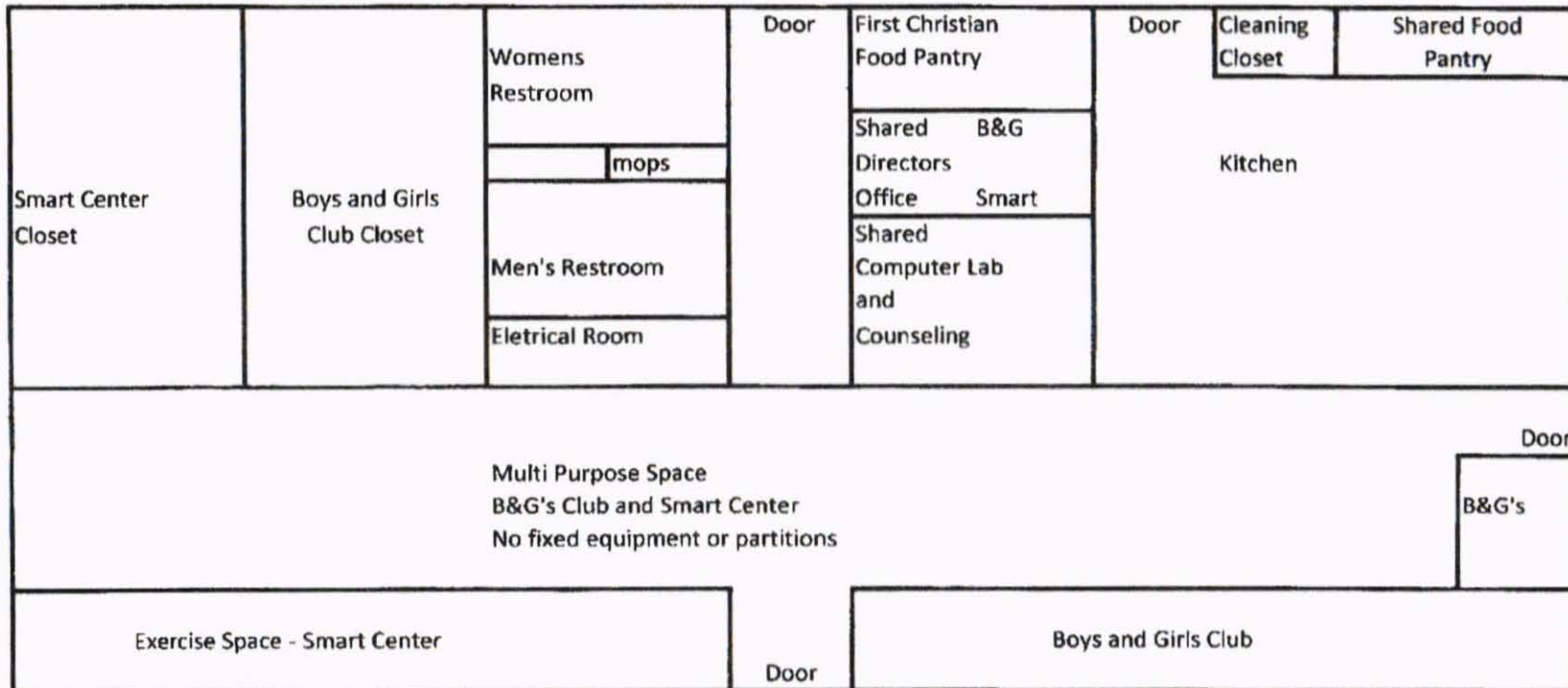


Exhibit "A"

The S.M.A.R.T. Center understands that the main recreation room will be decorated as a Boys and Girls Club. We would like to have one bulletin board.

Exhibit B

WAIVER & RELEASE

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME OF STUDENT), fully understand that my participation in the Boys & Girls Club program (hereinafter "Program") exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this Program and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Selma, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Program from whatever cause, including the active or passive negligence of the City of Selma, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers or any other participants in the Program. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Program, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Selma, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from any and all claims, demands actions or suits arising out of or in connection with my participation in the Program.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date

Name

Signature

(Requires signature of parent/guardian if student is under the age of 18)



MEMBERSHIP APPLICATION

CLUB NAME: _____ DATE: _____

AGES 6-18

ANNUAL MEMBERSHIP FEE: Select one below.

☐ \$1.00 Membership for Fresno Housing Authority Public Housing & Section 8 Residents

☐ \$5.00 Membership for others.

\$20.00 Max Per Family

Group Homes are not eligible for Family Rates

FOR CLUB USE ONLY

Processed by: _____

Entry date: _____

Member ID # _____

Total Paid _____

Expiration Date: 12/31/20

MEMBERSHIP APPLICATION

Member Full Name _____ Date of Birth ____/____/____ Ethnicity _____ ☐ Male ☐ Female

Address _____ Public Housing Unit # _____ City _____ Zip _____

Primary Phone _____ Alternative Phone _____ Primary Email _____

School _____ Grade _____ Primary Teacher _____ H.S Grad Year _____

HEALTH & MEDICAL INFORMATION

Doctor/Clinic Name _____ Phone _____ Date of Last Medical Exam _____

Permission for Treatment by Doctor/Hospital ☐ YES ☐ NO | Insurance: ☐ YES ☐ NO | Medicaid: ☐ YES ☐ NO EXP _____

Insurance Carrier _____ Carrier Phone Number _____ Policy Number _____

Are there any special needs of health issues we should be aware of? ☐ YES ☐ NO If yes, explain _____

Are there any medication we need to be aware of? ☐ YES ☐ NO If yes, explain _____

Please specify any allergies or medical conditions here _____

PARENTAL CONTACTS

Fathers Name _____ Father's Employment _____ Cell Phone _____

Mothers Name _____ Mother's Employment _____ Cell Phone _____

Siblings: # of Brothers _____ # of Sisters _____

EMERGENCY CONTACT (Other than parent / guardian child is living with)

Name #1 _____ Relationship: _____ Phone: _____

DEMOGRAPHICS: Check Boxes That Apply

**** The following information is necessary for our records and for the funding that our organization receives.**

The answers you provide are completely confidential.

Your cooperation in providing this information is both appreciated and necessary.**

Member Lives With

- ☐ Both Parents ☐ Mother
☐ Father ☐ Guardian
☐ Grandparent ☐ Aunt/Uncle
☐ Brother/Sister ☐ Homeless
☐ Foster Home
☐ Other _____
☐ Member of Household Age 65+

Income Level

- ☐ Under \$10,000
☐ \$10,000 - \$20,000
☐ \$20,000 - \$30,000
☐ \$30,000 - \$40,000
☐ \$40,000 - \$50,000
☐ Over \$50,000

Number of people in
the Home # _____

Qualified Services

- ☐ Reduced Fee/Free Lunch
☐ Welfare
☐ Food Stamps
☐ CalWorks
☐ Other _____

\$1.00 Membership

Lives In:

- ☐ Public Housing
☐ Section 8

Parent is in:

☐ Military Branch _____
Stationed _____

MEMBER / CHILD APPROVAL & RESPONSIBILITY

I want to become a member of the Boys & Girls Club of Fresno County. I will be responsible for taking care of my property. I will be responsible for taking care of the Club's property. I will follow the Club rules as a respectful Club member to staff, volunteers, and my peers. I will follow the rules and be considerate of others so the Club can be enjoyable for everyone. If I do not follow the rules, my membership will be terminated early and my parent/guardian will be notified.

Member Signature _____

PARENT / GUARDIAN APPROVAL & RESPONSIBILITY (Initial each after reading)

- ☐ **CLUB MEMBERSHIP:** I approve of my child's membership to participate in the Boys & Girls Club Program. This includes programs in the following core areas: Character & Leadership, The Arts, Sports, Fitness & Recreation, Education & Career Development, and Health & Life Skills. I understand that these activities are conducted by staff and volunteers and/or agents within the BGC owned/leased facilities/property including off-site locations. I understand that it is my responsibility to make arrangements for my child (or ward) to be picked up at closing time at the end of each day. I understand that there are consequences if my child is not picked up and it can include membership termination. I understand the Club is not responsible for personal lost or stolen property. I will notify the Club leadership of any changes in my address and telephone numbers listed on this application.
- ☐ **OPEN DOOR POLICY:** I understand that the Club has an open door policy. This includes that the Club does not provide daycare at any given time for any time of day. All members and parents/guardians are responsible for arrivals and departures for each day during the annual membership. Members are free to come and go as they please. I will instruct my child (or ward) to remain at the facility if I do not want my child to leave.
- ☐ **LIABILITY:** I am fully aware of the risks and hazards connected with the participation in some activities/programs. I HEREBY VOLUNTARILY PERMIT MY CHILD (or WARD) TO PARTICIPATE IN CLUB ACTIVITIES/PROGRAMS. I UNDERSTAND AND HOLD HARMLESS THE BOYS & GIRLS CLUBS OF FRESNO COUNTY ORGANIZATION IN THE EVENT OF RISKS, LOSS, DAMAGE, OR PERSONAL INJURY TO MY CHILD.
- ☐ **MEDICAL TREATMENT RELEASE:** In case of an accident or sudden illness to my child (or ward), and I cannot be reached, I give my consent for my children to be given emergency treatment by a physician or hospital. It is the policy in the case of an accident, illness or any other emergency affecting any child during activities/programs to make every reasonable attempt to notify the parent or guardian promptly. No child may participate without completion of this release for medical treatment.
- ☐ **PHOTO/VIDEO RELEASE:** I consent to have my child included in photographs or video in which my child may appear, can be used for educational and publicity purposes when done responsibly and without coercion. This includes group photographs/video or individual activity photographs/video displayed at the Club, local newspaper, social media, club marketing, and/or publications. All photographs are the Club's property or will be given to parents/guardians or be destroyed. I agree that no compensation is paid for photographs or videos.
- ☐ **SURVEY RELEASE:** I give my consent for my child (or ward) to participate in Boys & Girls Club National Youth Outcomes Initiative Measurement Survey and/or type of survey to determine the Club's program effectiveness.
- ☐ **INTERNET POLICY RELEASE:** I give my consent for my child (or ward) to participate in the computer-learning center and to have regular internet access and privileges, including computer safety programs.
- ☐ **REPRODUCTIVE HEALTH RELEASE:** I give my consent for my child (or ward) to participate in the Safer Choices Reproductive Health Pregnancy Prevention Program for ages 12-18. This includes discussions on medically accurate reproductive health terms, clinical access, decision-making, healthy relationships, peer pressure, anatomy, and health resources.

Parent Name (Print) _____ Parent Signature _____ Date _____

Thank you for choosing the Boys & Girls Club program for your child. You are welcome to attend the Club for special events and volunteer opportunities! Check out the individual Club schedules and connect with the Staff Development Professionals who mentor your child each day! To learn more information about the Boys & Girls Club, including additional locations, visit www.bgc fresno.org

Boys & Girls Clubs of Fresno County

540 N. Augusta Street, Fresno, CA 93701
(559) 266-3117

Additional Locations: FRESNO, CLOVIS, FIREBAUGH, MENDOTA, HURON, PINEDALE, OAKHURST
SANGER, SELMA, DEL REY, ORANGE COVE, REEDLEY, JUVENILE JUSTICE CAMPUS

GREAT FUTURES START HERE.

Exhibit C

INSURANCE REQUIREMENTS

Without limiting the Club's indemnification of City, and prior to commencement of the Services, The Club 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. The Club 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. The Club 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 Club arising out of or in connection with this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

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

The Club 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. The Club 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. The Club 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 this Agreement by the Club, its agents, representatives, employees or subconsultants.

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.

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

February 3, 2020

ITEM NO:

4.

SUBJECT: Public Hearing, Second Reading, and adoption of an Ordinance Amending Section 1-7-1 relating to the selection of Mayor Pro Tempore

RECOMMENDATION: Council to conduct public hearing, waive the second reading, and adopt an Ordinance Amending Selma Municipal Code Section 1-7-1 providing for the selection of Mayor Pro Tempore for a two-year term by majority vote of the City Council commencing December 2020.

DISCUSSION: Section 1-7-1 of the Selma Municipal Code relates to the selection of both Mayor and Mayor Pro Tempore. Beginning with the General Election of November 2020, the Mayor of Selma will be elected to a two-year term. To eliminate provisions relating to the selection of Mayor and replace them with a method of selecting the Mayor Pro Tempore only on January 21, 2020, the Council considered a proposed amendment to this section that basically would have provided for the annual rotation on a seniority basis of the position of Mayor Pro Tempore.

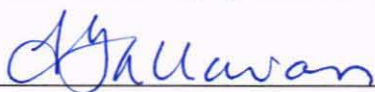
By a 3-1 vote, with one member absent, Council directed the change of the proposed amendment to provide for the selection of the Mayor Pro Tempore, for a two-year term, by majority vote of the City Council.

The attached Ordinance, accordingly, has been amended so as to provide that the Mayor Pro Tempore is to be selected, beginning December 2020, following the General Election by a majority vote of the City Council for a two-year term.

RECOMMENDATION: Council to conduct public hearing, waive the second reading, and adopt an Ordinance Amending Selma Municipal Code Section 1-7-1 providing for the selection of Mayor Pro Tempore for a two-year term by majority vote of the City Council commencing December 2020.

/s/
Neal E. Costanzo, Special Counsel

01/29/2020
Date


Teresa Gallavan, City Manager

1-27-20
Date

ORDINANCE NO. 2020 – __

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA
AMENDING SECTION 1 OF CHAPTER 7 OF TITLE 1 (1-7-1) OF THE
SELMA MUNICIPAL CODE PROVIDING FOR SELECTION OF MAYOR
PRO TEMPORE**

WHEREAS, on December 2, 2019, the City Council of the City of Selma approved Ordinance No. 2019-8 changing the method of election of Council members from at-large to by-district elections, but only for the election of four City Council members. The Ordinance, No. 2019-8, retains the at-large method of election with respect to election of a Mayor which will begin in the municipal election held on November 2020; and

WHEREAS, Ordinance No. 2019-8 renders the existing ordinance that relates primarily to the selection of Mayor inoperative insofar as it relates to the selection of Mayor since the Mayor will be elected at-large beginning November 2020, prior to the first meeting of December 2020 at which under the existing ordinance, the Mayor would be selected by virtue of a system of rolling seniority in which the most senior member of the City Council, who has not served as Mayor within the last five years, is automatically installed as Mayor; and

WHEREAS, the existing ordinance, 1-7-1, also provided for the annual installation of a person, as specified by that ordinance, as Mayor Pro Tempore; and

WHEREAS, it is necessary to amend Section 1-7-1 of the Selma Municipal Code to provide for the selection of a Mayor Pro Tempore and to eliminate the selection of a Mayor as a result of the adoption of Ordinance No. 2019-8 which makes the Mayor an elected position, but does not affect the selection of a Mayor Pro Tempore; and

WHEREAS, on January 21, 2020, the Council directed that the Ordinance providing for the selection of Mayor Pro Tempore be amended so as to provide for the selection of the Mayor Pro Tempore by a majority vote of the City Council for a two-year term beginning December 2020, and occurring every even numbered year following the General Municipal Election.

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

SECTION 1. The City Council hereby amends Section 1-7-1 of the Selma Municipal Code to read as follows:

“Mayor Pro Tempore; Selection:

The office of Mayor Pro Tempore shall be for a two-year term. In every even year, on the first regular meeting of the City Council in December of such year, or as soon thereafter as practicable upon the certification of election results from the General Municipal Election by the Fresno County Registrar of Voters for such year, whichever occurs later, the City Council shall select one of its members as Mayor Pro Tempore. The Mayor Pro Tempore position shall be held by the City Council member receiving a majority vote of the City Council. Any City Council person may nominate, and if seconded, the City Council shall vote on the selection of one of its members as Mayor Pro Tempore. Any member of the City Council may vote for himself or herself to occupy the position of Mayor Pro Tempore. In the event the person selected as Mayor Pro Tempore shall die, resign, or cease to serve as a Council member, a different Council member shall be selected in the same manner to fill the unexpired term of his or her predecessor.”

SECTION 2. Effect. This Ordinance shall take effect and be in force and effect 30 days from and after the date of its final passage.

SECTION 3. Publication of Summary. The City Clerk is further authorized and directed to cause this Ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated in the City of Selma within 15 days after its adoption. If a summary of this ordinance is published, then the City Clerk shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be on file in the office of the City Clerk. The summary shall be approved by the City Attorney.

SECTION 4. No Preemption. It is the intent of the City Council of the City of Selma to supplement applicable state and federal law and not to duplicate or contradict such laws and this ordinance shall be construed consistently with that intention.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Selma hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2020, by the following vote:

AYES: COUNCIL MEMBER:
NOES: COUNCIL MEMBER:
ABSENT: COUNCIL MEMBER:
ABSTAIN: COUNCIL MEMBER:

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

February 3, 2020

ITEM NO: 5.

SUBJECT: Public Hearing, Second Reading and Adoption of an Ordinance Repealing and Reenacting Sections 1-9 Chapter 8 of Title 4 of Selma Municipal Code (SMC) Abandoned Shopping Cart Ordinance to define steps for shopping cart containment system, retrieval, abatement, and Necessary Action on Resolution Establishing User Fees for Program

RECOMMENDATION: Conduct Public Hearing, waive second reading and adopt Ordinance Repealing and Reenacting Abandoned Shopping Cart Ordinance and Adopt Resolution setting user fees for Program.

DISCUSSION: As part of the goals and priorities set by City Council in April 2019, staff is taking a proactive approach to property cleanup and abatement to deter blighted areas and promote beautification in the City. As part of this approach, our Problem Oriented Policing ("POP") Officer and Code Enforcement have reached out to retail stores that own Shopping Carts in the city. On November 6th, City Staff and retail managers met to give feedback on systems that they have in place to contain and retrieve shopping carts and the development of a new ordinance to abate abandoned carts.

Some retail stores have complied with the City Staff request, while others have expressed a lack of financial means to install a physical containment system on the property. Since City staff does not have proper equipment or manpower to abate all abandoned shopping carts in town, staff has developed an ordinance to create guidelines to assist and enforce this public nuisance.

This proposed new ordinance will assist City Staff in tracking abandoned shopping carts and their owners. The parameters of this new ordinance are as follows:

- All carts to be clearly marked to be identified.
- A daily cart retrieval program must be in place to retrieve carts.
- Abandoned cart prevention plan to be set to retrieve lost or abandoned carts.
- Conduct a daily inventory of carts.
- Conduct community outreach by notifying shoppers to not remove the shopping carts from the premises using intercom system, direct mail, and other methods of advertisement.
- Place signs in the store and around the premises notifying shopper of policy.


- Add physical containment system for the carts and lock the carts after business hours.
- Businesses to train all staff to handle cart notifications by City Staff.
- City staff may either locate the owner of the cart and apprise the owner of the location of an abandoned cart and allow up to three days for the owner to retrieve the cart without penalty or, with respect to a person in the possession of a shopping cart off-site of the Business Premises, or an abandoned cart that is not in the possession of anyone and is on either public property or on private property that is accessible and within the plain view of public property, or where the Cart Identification Sign has been obliterated or has a Cart Identification Sign on it the City may immediately abate the potential nuisance by removing and impounding the cart.
- Code Enforcement has the option of immediately impounding a cart if it is in the possession of someone and bears the Cart Identification Sign; or, if the cart is not in the possession of anybody but is within the view from public property and is accessible.

The requested new ordinance, Chapter 4 Title 8 Sections 1-9, outlines the steps for City Staff and shopping cart owners can take to abate the nuisance and safety hazards that abandoned shopping carts can create with in the private and public properties.

RECOMMENDATION: Conduct Public Hearing, waive second reading and adopt Ordinance repealing and reenacting Abandoned Shopping Cart Ordinance and Adopt Resolution setting user fees for Program.

/s/
Isaac Moreno, Assistant City Manager

01/28/2020
Date


Teresa Gallavan, City Manager

1-28-20
Date

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA REPEALING AND REENACTING SECTIONS 1-9 OF CHAPTER 4 OF TITLE 8 OF THE SELMA MUNICIPAL CODE RELATING TO SHOPPING CARTS

8-4-1: FINDINGS AND PURPOSE:

The Council of the City of Selma finds that Abandoned Shopping Carts in the city create potential hazard to the health and safety of the public, and interfere with pedestrian and vehicular traffic and create a public nuisance. The accumulation of Abandoned Carts, sometimes wrecked and/or dismantled on public and private property tends to create conditions that reduce property values, and promote blight and deterioration and result in a public nuisance. This article is intended to insure that measures are taken by the owners of Shopping Carts to prevent the removal of the Shopping Carts from the Cart Owner's Business Premises, to make removal of the Cart a violation of the Code, and to facilitate the retrieval of Abandoned Shopping Carts in a manner consistent with State law and to use an administrative citation program to establish appropriate fines intended to act as a reasonable deterrent in preventing violations.

8-4-2: DEFINITIONS:

The definitions set forth in this section shall govern the application and interpretation of this article.

- (a) "Abandoned Cart" or "Abandoned Shopping Cart" shall mean any Cart that has been removed, without the written consent of the Cart Owner, from the Business Premises or Parking Area of the retail establishment of which the Cart Owner's Business Premises are located and is located on either public or private property. The Cart Owner's Business Premises may include a multi-store shopping center with shared areas of parking and public access.
- (b) "Abandoned Cart Prevention Plan" shall mean a document submitted in writing by a Cart Owner pursuant to Section 8-4-3(c) of this article that provides a plan for the prevention of Cart removal and for the recovery of Off-site Carts.
- (c) "Business Premises" means the interior of a Cart Owner's commercial establishment, adjacent walkways, any loading area, and the Parking Area, as defined herein. The Cart Owner's Business Premises may include a multi-store shopping center with shared areas of parking and public access.
- (d) "Cart" or "Shopping Cart" means a basket which is mounted on wheels or a similar device generally used in a retail or commercial establishment by a customer for the purpose of transporting goods of any kind, including a basket used in a laundromat or similar business. A Cart sold by a commercial establishment to a retail customer for that customer's personal use is not a Shopping Cart for the purposes of this article.
- (e) "Cart Identification Sign" means a sign or engraved surface which is permanently affixed to a Shopping Cart containing all of the information specified in Section 8-4-3(a).

- (f) "Cart Owner" means the owner or operator of a commercial establishment which provides Carts for use by its customers for the purpose of transporting goods of any kind.
- (g) "Cart Removal Warning" means a placard, sign or painted text which meets the requirements specified in Section 8-4-3(c)(4).
- (h) "Cart Retrieval Company" or "Cart Retrieval Service" means a third party commercial service in the business of retrieving and returning Shopping Carts to the Cart Owner.
- (i) "Director" means the Community Development Director or his/her designee or such other person designated by the City Manager to administer this article.
- (j) "Off-site" means not within the Business Premises.
- (k) "On-site Cart Containment Program" means one or more of the following measures:
 - (1) Disabling devices on all Shopping Carts which prevent them from being removed from the Business Premises by locking the wheels or otherwise preventing the movement of the Carts.
 - (2) An on-site security guard to deter customers who attempt to remove Carts from the Business Premises.
 - (3) Posts and chains around the Business Premises to prevent Cart removal, if permitted by the applicable zoning and the site plan, and if approved by the fire marshal.
 - (4) Obtaining a security deposit from customers for the on-site use of Shopping Carts.
 - (5) The rental or sale of Carts that can be temporarily or permanently used for the transport of goods.
 - (6) Any other measure approved by the Director as a means to contain Carts on the Business Premises.
- (l) "Parking Area" means a parking lot or other property provided by a commercial establishment for use by a customer for parking an automobile or other vehicle. In a multi-store complex or shopping center, "Parking Area" includes the entire Parking Area used by or controlled by the complex or center.
- (m) "Physical Containment System" means one of the following, as approved by the Director:
 - (1) Disabling devices on all Shopping Carts which prevent them from being removed from the Business Premises by locking the wheels or otherwise preventing the movement of the Carts.
 - (2) Any other system of equipment approved by the Director, which physically contains Shopping Carts on the Business Premises.
- (n) "Recycling Center" means any facility that is used in the process of collecting, sorting, cleansing, treating, processing, reconstituting, or storing materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

8-4-3: CART OWNER REQUIREMENTS:

All owners of Carts shall comply with the requirements of this section.

- (a) **Cart Identification Required.** All Carts must have a permanently affixed sign identifying the owner of the Cart and notifying the public of the procedure utilized for authorized removal of the Cart from the Business Premises and that unauthorized removal or possession of the Cart is a violation of state and local law. The sign shall contain a valid telephone number or address for returning a Cart to its owner. All owners of Carts, including but not limited to commercial Cart Owners, shall be responsible for complying with this section and continuously maintaining, or causing to be maintained, the Cart Identification Sign so that all information is accurate and clearly legible.
- (b) **Daily Cart Retrieval.** All Cart Owners, regardless of the number of Carts owned, shall retrieve all Carts daily to ensure the Carts are secured from public access after close of business hours.
- (c) **Abandoned Cart Prevention Plan.** Every Cart Owner of more than twenty-five (25) Carts shall develop, implement and comply with the terms and conditions of an Abandoned Cart Prevention Plan to prevent the unauthorized removal of Carts from the Business Premises and, if removed, to retrieve the Cart within three (3) business days of the removal or notice of the removal. The Abandoned Cart Prevention Plan shall be submitted to the Director in writing on a renewable annual basis and shall include the following elements:
 - (1) **Name of Business/Owner.** The name of the owner and the business, the physical address where the business is conducted, and the name, address and telephone number where all notices and/or citations are to be sent.
 - (2) **Inventory of Carts.** The number of Carts owned.
 - (3) **Community Outreach.** A description of a community outreach process under which the Cart Owner shall cause notice to be provided to customers that the removal of Carts from the Business Premises is prohibited and a violation of state and local law. This notice may include, but is not limited to, flyers distributed at the premises, warnings on shopping bags, direct mail, announcements using intercom systems at the Business Premises, a web site or other means demonstrated to be effective to the reasonable satisfaction of the Director.
 - (4) **Signs.** Shall be placed prominently and conspicuously at all entrances and exits to the Cart Owner's Business Premises, including the Parking Areas that provide a notice containing the following information: "REMOVAL OF SHOPPING CARTS FROM THESE PREMISES IS PROHIBITED BY STATE LAW (B & P 22435.2).
 - (5) **Physical Containment System.** Every Cart Owner shall provide a description of the specific measures the Cart Owner shall implement to prevent Cart removal from the Business Premises which meets the requirements specified in Section 8-4-2(m). These measures may include, but are not limited to, an electronic or other disabling device on a Cart so it cannot be removed from the Business Premises, rental or sale of utility carts that can be temporarily or permanently used to transport purchases, security personnel to prevent removal, security deposit for use of a Cart, or other demonstrable measures acceptable to the Director that are likely to prevent Cart removal from the Business Premises.

- (6) **Employee Training.** A description of an ongoing employee training program that shall be implemented and designed to educate new and existing employees on the Abandoned Cart Prevention Plan and conditions contained therein no less frequently than annually.
- (7) **Multiple Businesses.** A Cart Owner who has two (2) or more businesses may submit a single Abandoned Cart Prevention Plan.
- (d) **Administration of the Abandoned Cart Prevention Plan.** The Abandoned Cart Prevention Plan shall be administered under the provisions of this subsection.
 - (1) At the time the Cart Owner submits the Abandoned Cart Prevention Plan, the Cart Owner shall pay a fee for the review and administration of the plan as set forth in the Master Fee Schedule.
 - (2) The Director must approve or deny the Abandoned Cart Prevention Plan within forty-five (45) days of its submission. The plan may be denied on the grounds that it fails to include the elements required under this article or the plan is inadequate or insufficient to fulfill the required elements. If the plan is denied, the Director shall do so in writing and provide an explanation for the basis of his or her decision. The Cart Owner has twenty (20) days, subject to an extension by the Director, to submit a new plan or appeal the Director's decision to the Administrative Hearing Officer pursuant to the Administrative Hearing Ordinance in Chapter 20 Title 1 Section 9.
 - (3) Once a plan is approved, the Cart Owner has thirty (30) days to begin implementation. If, at any time after the plan has been approved, the Director determines the plan is inadequate to fulfill the required elements of this article, the Director may, in writing, require the Cart Owner to modify or submit a new plan. Such a modification may include, but is not limited to, requiring the Cart Owner to identify a new person to retrieve Carts or changing the physical loss prevention measure. If the Director requires the Cart Owner to modify or submit a new plan, the Cart Owner shall be given a reasonable time to comply and shall be provided an appeal to the Administrative Hearing Officer. A new plan or modified plan is subject to a fee for its review as provided in the Master Fee Schedule.
- (e) **On-Site Cart Containment System Program Required.** Every Cart Owner shall operate and maintain an On-Site Cart Containment Program as defined in Section 8-4-2(k). A Cart Owner may be exempted from this requirement if he or she provides proof of contracting with a qualified Cart Retrieval Service and submits information to the Director which demonstrates to the satisfaction of the Director that the qualified Cart Retrieval Service will: (i) actively locate Shopping Carts within city limits; and (ii) respond to complaints from the public in a manner which results in the retrieval of Shopping Carts within twenty-four (24) hours after receiving complaints. Whoever is identified by the Cart Owner as the party responsible for retrieval of the Carts shall be made available for Cart retrieval six (6) days a week, eight (8) hours a day or during the Cart Owner's business hours, whichever is shorter.
- (f) **Violations.** Violation of any provision of this section, including, but not limited to, failure to submit a plan or comply with a plan submitted, is a violation of this article and the city may pursue any available remedy provided under the **Selma Municipal Code 8-4-3** for a code violation, including the issuance of an administrative citation.

8-4-4: UNLAWFUL POSSESSION AND ABANDONMENT OF CARTS.

Any person who violates any prohibition of this section is guilty of a misdemeanor as provided in California Business and Professions Code Section 22435.3. This section shall not apply to Carts removed as authorized by the Cart Owner, pursuant to Business and Professions Code Section 22435.4, including for the purposes of maintenance, repair or disposal. It is unlawful to do any of the following acts, if a Cart has a permanently affixed sign as provided in Business and Professions Code Section 22435.1:

- (a) To remove a Cart from the Business Premises of a retail or commercial establishment with the intent to temporarily or permanently deprive the Cart Owner of possession of the Cart.
- (b) To be in possession of any Cart that has been removed from the Business Premises of a retail or commercial establishment with the intent to temporarily or permanently deprive the Cart Owner of possession of the Cart. There shall be a rebuttable presumption that a person in possession of a Cart bearing a Cart Identification Sign or other permanently affixed sign identifying the retail or other establishment that owns the Cart is in possession of stolen property which presumption shall create a reasonable suspicion of a violation of law warranting immediate impoundment of the Cart as provided by this Chapter. The presumption may be rebutted by written proof of purchase of the Cart or of consent by the owner to use of the Cart off-site of the Business Premises.
- (c) To be in possession of any Cart with serial numbers or the permanently affixed sign identifying the retail or other establishment that owns the Cart removed, obliterated, or altered, with the intent to temporarily or permanently deprive the Cart Owner of possession of the Cart. There shall be a rebuttable presumption that a person in possession of a Cart with serial numbers or the permanently affixed sign identifying the retail or other establishment that owns the Cart removed, obliterated, or altered is in possession of stolen property which presumption shall create a reasonable suspicion of a violation of law warranting immediate impoundment of the Cart as provided by this Chapter. The presumption may be rebutted by written proof of purchase of the Cart or of the consent by the owner to use of the Cart off-site of the Business Premises and to the removal, obliteration or alteration of any identifying mark, sign or serial number.
- (d) To leave or abandon a Cart at a location other than the Business Premises of the retail or commercial establishment with the intent to temporarily or permanently deprive the Cart Owner of possession of the Cart. Any Cart that is not in the possession of a person, whether or not the Cart is identifiable as being the property of any retail or other business establishment that is on public property or private property visible and accessible from any public property shall be conclusively presumed to be abandoned warranting immediate impoundment of the Cart as provided in this Chapter.
- (e) To alter, convert, or tamper with a Cart or to remove any part or portion thereof or to remove, obliterate or alter serial numbers on a Cart, with the intent to temporarily or permanently deprive the Cart Owner or retailer of the possession of the Cart.
- (f) To be in possession of any Cart while that Cart is not located on the Business Premises of the retail or commercial establishment which owns the Cart, with the intent to temporarily or permanently deprive the Cart Owner or retailer of possession of the Cart. The rebuttable

presumption provided for by subdivision b and c of this section shall apply, and be rebuttable in the same manner, with respect to any person in possession of a Cart not located on the Business Premises of the retail or commercial establishment which owns the Cart.

8-4-5: CITY RETRIEVAL OF CARTS.

The City may retrieve an Abandoned Cart from public property (or private property that is accessible and visible from public property or with the consent of the property owner) in the following circumstances:

- (a) Where the location of the Shopping Cart will impede emergency services.
- (b) When the Abandoned Cart does not identify the Cart Owner as required in Section 8-4-3(a).
- (c) When the City has contacted the Cart Owner and notified him or her of the Abandoned Cart and the Cart has not been reclaimed within three (3) business days.
- (d) When the circumstances give rise to any of the presumptions provided for by Section 4 of this Chapter.

8-4-6: IMMEDIATE IMPOUND BY CITY OF IDENTIFIED CARTS.

Notwithstanding any other section of this article, the City may immediately impound a Cart without complying with the three (3) day advance notice requirement provided by Section 5 of this Chapter when the circumstances give rise to any of the presumptions provided for by Section 4 of this Chapter or where the City actually notifies the Cart Owner within twenty-four (24) hours that the city has impounded the cart and provides information to the Cart Owner relative to where and how the Cart may be reclaimed. The City shall hold the Cart at a location that is reasonably convenient to the Cart Owner and open for business at least six (6) hours a day Monday through Thursday. Any Cart reclaimed by the Cart Owner within three (3) business days following the date of actual notice shall be released and surrendered to the Cart Owner at no charge, including a waiver of any impound and storage fees or fines. Any Cart reclaimed within three (3) business days shall not be deemed an occurrence for purposes of Section 8-4-8(a). If the Cart is not reclaimed by the Cart Owner within three (3) business days, the City may collect its actual costs, impose a fine, and dispose of the Cart consistent with the provisions of Section 8-4-8, provided the city has actually notified the Cart Owner that it has impounded the Cart.

8-4-7: POSSESSION OF CARTS BY RECYCLING CENTERS.

Any Recycling Center that comes into possession of a Cart shall not sell or use the Cart for any purpose and shall comply with the requirements of this section as follows:

- (a) **Carts with Identification Signs.** Any Recycling Center that possesses a Cart with Cart Identification Signs shall notify the Cart Owner of the Cart's location. After notifying the Cart Owner, the Recycling Center shall hold the Cart on its premises for three (3) business days to ensure that the Cart will not be sold or otherwise recirculated to the public. If the Cart is not reclaimed by the Cart Owner within three (3) business days after receiving notice, the Recycling Center shall notify the City's Code Enforcement Officer and arrange for the City to retrieve the Cart.

- (b) **Carts without Identification Signs.** Any Recycling Center that possesses a Cart without a Cart Identification Sign shall notify the City's Code Enforcement Officer and arrange for the City to retrieve the Cart. The Recycling Center shall hold the Cart on its premises to ensure that the Cart will not be sold or otherwise recirculated to the public.

8-4-8: ENFORCEMENT AND REMEDIES.

The City may exercise the following remedies:

- (a) Pursuant to Business and Professions Code Section 22435.7, any Cart Owner that fails to retrieve its Abandoned Cart(s) within three (3) business days after receiving notice from the City, shall pay the City's administrative costs for retrieving the Cart(s) as based on the Master Fee Schedule. Any Cart Owner who fails to retrieve Abandoned Carts in accordance with this Chapter in excess of three times during a specified six-month period shall be subject to Administrative Citation.
- (b) If a Cart is not retrieved by its owner within thirty (30) days after the Cart Owner has received notice of the Cart being impounded, including a failure to pay costs and fines, or if the Cart Owner cannot be determined, the Cart will be sold, destroyed or otherwise disposed of as the City sees fit.
- (c) Following the City having retrieved more than ten (10) Carts in any thirty (30) day period or the issuance of more than ten (10) administrative citations in any twelve (12) month period, the Director may require the Cart Owner to install a Physical Containment System.

8-4-8: SEVERABILITY CLAUSE.

If any provision, paragraph, word or section of this article is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, and sections shall not be affected and shall continue in full force and effect.

8-4-9: CUMULATIVE REMEDY.

Nothing herein is intended to limit the city from pursuing any other remedy available at law or in equity against any person or entity maintaining, committing, or causing a public nuisance or any other violation of the Code or State or Federal law.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2020, by the following vote:

AYES:	COUNCIL MEMBER:
NOES:	COUNCIL MEMBER:
ABSENT:	COUNCIL MEMBER:
ABSTAIN:	COUNCIL MEMBER:

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

RESOLUTION NO. 2020 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AMENDING THE SCHEDULE OF FEES AND CHARGES
FOR CITY SERVICES (USER FEES)**

WHEREAS, the City is permitted to adopt fees for municipal services, provided, however, that such fees do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City has conducted an analysis of its services, the costs reasonably borne for providing those services, the beneficiaries of those services, and the revenues by those paying fees and charges for special services; and

WHEREAS, the City has established a policy of recovering the full costs reasonably borne for providing special services of a voluntary and limited nature, such that general taxes are not diverted for general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services need to be adopted so that the City might carry into effect its policies; and

WHEREAS, City Staff has revised the City's existing fee schedule to reflect the estimated cost of provide certain services; and

WHEREAS, the City Council desires to amend the City's existing fee schedule as set forth in Exhibit A, attached hereto and incorporated herein by reference, said fees do not exceed the estimated reasonable cost of providing such services.

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

Section 1: The above recitals are true and correct, and are incorporated herein by reference.

Section 2: Fee Schedule Adoption. The fees set forth in Exhibit A are hereby adopted by the City Council as the fees for the services set forth therein. Said fees pertaining to development shall take effect 60 days following the date of adoption. All others shall take effect following date of adoption.

Section 3: Separate Fee for each Process. All fees set by this resolution are for each individual process, additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit or measurement basis the fee is for each individual unit or portion thereof within the indicated ranges of such units.

Section 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 3rd day of February, 2020, by the following roll call vote:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

Exhibit A

Additions:

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
CD-057	User	Shopping Cart Abandonment Prevention Plan (New or Modified)	N/A	\$ 190
PW-018	User	Shopping Cart Retrieval	N/A	\$ 155

Deletions:

Reference #	Fee Type	Fee Name	Current Fee Structure	Proposed Change
CD-046	User	Abandoned Carts Removal/Disposal	\$65 Per Cart after 3 occurrences within 6 month period	\$ -