
ITEM NO: 1.a.

SUBJECT: Consider the termination of the City's current contract with Fire Recovery USA, LLC and enter into a new agreement with Oososharp, LLC, doing business as Sharp Ambulance Billing, for professional ambulance billing services, and authorize the City Manager to execute all documents.

BACKGROUND: In November 2014, the City entered into an agreement with Fire Recovery USA, and its sister company Andreas Medical Billing, to provide billing services for patients who are transported by the City's ambulance services. This contract was to be for three years, with automatic one-year renewals after that.

DISCUSSION: Andreas Medical Billing is based out of Illinois and staff has developed concerns with their knowledge of California law, and the various programs that affect the City's revenues for ambulance transport services. Staff is concerned that we are not taking full advantage of programs, such as the Ground Emergency Medical Transport (GEMT) program due to a lack of understanding on the part of our current billing company as it pertains to California agencies.

Staff has researched potential options and Sharp Ambulance Billing stands out as the best option. They are based in the Sacramento area, and are very familiar with the programs that affect the City's ambulance revenues, which will allow us to achieve the highest efficiency rates with our collections process. They also utilize computer software that will allow staff to better track the collection process. Sharp Ambulance Billing is currently being used by another local agency, and they come highly recommended by their staff.

FISCAL IMPACT: The City will see a reduction in the rates we are charged for billing services. Fire Recovery USA currently charges the City 4.95% of revenue collected. Sharp Ambulance Billing will be charging the City 4% of revenue collected. Staff budgets \$100,000 annually for billing services.

.COST: <i>(Enter cost of item to be purchased)</i>		BUDGET IMPACT: <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$100,000		None
FUNDING: <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		ON-GOING COST: <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Ambulance Fund \$100,000 Fund Balance: Ambulance Fund: \$4,168,734.33		\$100,000

RECOMMENDATION: Staff recommends that Council approve the termination of the City’s current contract with Fire Recovery USA, LLC and enter into a new agreement with Oososharp, LLC, doing business as Sharp Ambulance Billing, for professional ambulance billing services and authorize the City Manager to execute all documents.

Robert Petersen, Fire Chief

Fernando Santillan, City Manager

**AGREEMENT FOR PROFESSIONAL AMBULANCE BILLING SERVICES
BETWEEN CITY AND OOSOSHARP, LLC dba SHARP AMBULANCE BILLING**

This AGREEMENT FOR PROFESSIONAL AMBULANCE BILLING SERVICES (hereinafter “Agreement”), is made and entered into this (DATE), by **the City of Selma** (hereinafter “City”) and Oososharp, LLC, a California Limited Liability Company doing business as SHARP AMBULANCE BILLING (hereinafter referred to as “SHARP”) (hereinafter collectively “Party” or “Parties”). **NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and intending to be legally bound, City and SHARP agree as follows:

1. TERM: This Agreement shall commence on the date set forth above and shall continue in full force and in effect for an initial term of thirty-six (36) months (“Initial Term”). During the Initial Term: (i) City may terminate this Agreement, with or without cause, by giving SHARP sixty (60) days advance written notice; and (ii) SHARP may terminate this Agreement only for cause by giving City sixty (60) days advance written notice. For purposes of termination of this Agreement “for cause” during the Initial Term, “for cause” shall mean either Party’s breach of a material provision of this Agreement. After expiration of the Initial Term, either Party to this Agreement may terminate this Agreement, with or without cause, by giving the other Party thirty (30) days advance written notice.

2. SCOPE OF SERVICES: SHARP will perform the services as set forth in Appendix “A” of this Agreement. SHARP may rely upon the documents provided to SHARP by City employees when making claims to governmental agencies and other third party payers under Appendix “A” of this Agreement. All services provided pursuant to this Agreement shall be subject to the terms and conditions of City’s Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Agreement which SHARP agrees to execute concurrent with this Agreement. To this extent, if there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control.

3. COMPENSATION AND PAYMENT: SHARP will provide the services, as stated, for the fee as outlined in Appendix “A.” SHARP shall invoice City on the first (1st) day of the month for the payments received by the City for the previous month. Payment to SHARP is due by the fifteenth (15th) day of the month and invoices not paid by the end of the month shall bear a service fee of one and one half percent (1.5%) per month until paid.

City's failure to make payment of any invoice within forty-five (45) days from the invoice date shall be considered a material breach of this Agreement and SHARP's obligations to perform services under this Agreement shall be terminated.

4. AGENCY RELATIONSHIP: SHARP is an independent contractor billing service. SHARP and City agree that the intermediaries for Medicare and Medicaid and other payers may accept claims prepared and submitted by SHARP on behalf of City only so long as this Agreement remains in effect.

5. COMPLYING WITH THE LAW: SHARP shall comply with all applicable state, federal and local laws, rules and regulations in effect during the term of this Agreement.

6. INSURANCE: SHARP will maintain in force throughout the term of this Agreement the following insurance:

A. General Liability Insurance \$2,000,000.00 aggregate

SHARP 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 two million dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. SHARP's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

B. Worker's Compensation Insurance \$1,000,000.00

SHARP shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00). SHAP shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

C. Cyber Liability Insurance

i. Cyber Liability Insurance with limits not less than one million dollars (\$1,000,000.00) per claim.

ii. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by SHARP in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

iii. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

D. The insurance provided by these policies shall not be suspended, voided, canceled, modified, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

7. INDEMNIFICATION AND HOLD HARMLESS: SHARP agrees to indemnify, defend and hold harmless the City and City's governing board, officers, employees, agents, and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs, or damages, direct or indirect or asserted, and any and all attorneys' fees and other expenses which City or City's governing board, officers, employees, agents, or volunteers may sustain or incur as a consequence of or in any way related to SHARP's or its employees', agents' and subcontractors' performance of responsibilities and obligations to be performed by SHARP under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

City agrees to indemnify, defend, and hold harmless SHARP and its officers, members, employees, and agents from and against all claims, demands, actions, injuries, liabilities, losses, costs, or damages, direct or indirect or asserted and any and all attorneys' fees and other expenses which SHARP or its officers, members, employees, or agents may sustain or incur as a consequence of or in any way related to City's or its employees', agents' and subcontractors' performance of the responsibilities and obligations to be performed by City under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

8. SHARP SERVICES AND RESPONSIBILITIES: SHARP shall perform the following services for City, and as more fully set forth in Appendix “A,” including, without limitation:

(a) Screen, prepare, and submit claims to any and all payers including, but not limited to, individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of payment of ambulance services;

(b) Track and trace all claims submitted;

(c) Resubmit and resolve denied or disallowed claims;

(d) Retain all source documents for seven years;

(e) Provide adequate precautions to protect confidentiality of patient records in accordance with applicable federal, state, and local law, and the HIPAA Agreement;

(f) Timely submit claims, during normal business hours and subject to any cause or causes beyond the control of SHARP; and

(g) Conduct all contact and correspondence with beneficiaries, responsible parties, and payers.

9. CITY RESPONSIBILITIES: City shall have the following responsibilities to SHARP:

(a) Provide SHARP with the proper documentation necessary to prepare claims and reach final adjudication including Emergency Reporting Patient Care Report (“PCR”), Hospital Face Sheet, Ambulance Signature Form, and Physicians Certification Statement;

(b) Provide SHARP with any correspondence from the fiscal intermediaries, insurance, attorneys, and patients in order for SHARP to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable; and

(c) Obtain patient signature or patient representative signature on trip ticket or indicate why City was unable to obtain a signature.

10. EXCUSE OF NON-PERFORMANCE: Neither Party shall be liable for damages to the other Party for failure of performance under the terms of this Agreement in the event that a

Party's performance is prevented or made unreasonably difficult or costly by any labor dispute beyond control of the Parties, war, governmental action, looting, vandalism, earthquake, fire, flood, or any other natural occurrence.

11. DISENGAGEMENT AGREEMENT: Upon termination of this Agreement, SHARP will continue to perform the services to the date agreed upon as the termination date. SHARP will return to City all previously retained source documents, along with a full accounting of outstanding accounts receivable at the City's expense. City shall pay SHARP all moneys owed within thirty (30) days of the date of termination.

12. EQUAL OPPORTUNITY EMPLOYMENT: SHARP represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, physical disability, mental disability, medical condition, genetic information, marital status, ancestry, sex, gender, gender identity, gender expression, sexual orientation, military and veteran status, or age. Such non-discrimination practices shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

13. COMPLIANCE WITH LAWS: SHARP shall use the proper standard of care in performing services and shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations and shall perform all services in accordance with all applicable federal and state laws, rates, and regulations.

14. AUTHORITY TO ENTER AGREEMENT: SHARP and City represent and warrant that each have all requisite power and authority to conduct the business anticipated herein and to execute, deliver and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

15. NOTICES: Any notices required or permitted to be given under this Agreement by either Party to the other shall be given in writing and delivered in one of the following methods: (1) by personal delivery; (2) by email with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, and in each case, addressed to:

<p>SHARP:</p> <p>Oososharp, LLC 5006 Sunrise Blvd #100 Fair Oaks, CA 95628</p> <p>barry@sharpab.com</p>	<p>City:</p> <p>City of Selma 1710 Tucker St. Selma, CA 93662</p> <p>Robertp@cityofselma.com</p>
<p>Copy to:</p> <p>Richard D. Sopp, Esq. Wheatley, Sopp & Madsen, LLP 81 Blue Ravine Road, Suite 230 Folsom, CA 95630</p> <p>rds@wheatleysopp.com</p>	<p>Copy to:</p> <p>Mary F. Lerner Lozano Smith 7404 North Spalding Ave Fresno, CA 93720</p> <p>Mlerner@lozanosmith.com</p>

or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 15. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with an overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

16. MODIFICATION OF AGREEMENT: No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by SHARP and City.

17. NON-WAIVER: A failure of any Party to enforce at any time any term, provision, or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision, or condition of this Agreement be valid unless in writing, signed by the waiving Party, and only to the extent set forth in such writing.

18. AGREEMENT DRAFTED BY ALL PARTIES: This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

19. SEVERABILITY: If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

20. SECTION HEADINGS: The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

21. NO THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Agreement.

22. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

23. APPLICABLE LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and if a Party elects to file an action in federal court) courts located in Fresno County, California. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 23. Each Party waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 23.

24. SOLE AND ONLY AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing between the Parties hereto with respect to the matters set forth in this Agreement and contains all of the covenants and agreements between the Parties regarding said matters.

25. ATTORNEYS' FEES: If an action at law or in equity or in arbitration is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other reasonable relief to which he may be entitled.

26. ASSIGNMENT AND DELEGATION: Neither SHARP nor City may assign or delegate this Agreement in whole or in part without prior written consent of the other Party which consent shall not be unreasonably withheld. Any attempted assignment or delegation in violation of this Section 26 will be void.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first herein above written.

Oososharp, LLC
A California Limited Liability Company
Doing business as Sharp Ambulance Billing
5006 Sunrise Blvd Suite 100
Fair Oaks Ca 95628

City of Selma
1710 Tucker St.
Selma, CA 93662

844-259-4003

By: Barry Christian

By: Fernando Santillan

Chief Executive Officer

City Manager

Attest: Reyna Rivera

City Clerk

OOSOSHARP, LLC

5006 Sunrise Blvd Suite 100 Fair Oaks CA 95628
844-259-4003

Appendix “A”

I. Private and Facilities Billing

Oososharp, LLC doing business as Sharp Ambulance Billing (hereinafter “SHARP”) to prepare all invoices and follow-up mailings. Initial invoicing with instructions will be on 8x11 billings and will be placed in envelopes, sealed, and mailed, postage prepaid. Initial invoicing or billing of insurance occurs within three (3) business days of receipt of transport tickets. Toll free 844--259-4003 telephone number provided to patients. An initial letter will also be sent at this time to elicit any insurance information from the patient or patient’s family. If we receive no answer on this letter, SHARP will use a number of methods to determine insurance eligibility including phone calls, electronic sources, and inquiries to the hospital or other facility where the patient was transported as well as sending an additional inquiry letter to the patient. This process can be modified for City. The standard bill schedule is as follows:

Private Bill Schedule (Or as determine by City)

- 1 . Invoice Immediately
- 2 . Statement 30, 60 and 90 days with statement
- 3 . Final Demand 120 days

II. Medicare, Medicaid

SHARP to prepare all bills and electronically convey to Medicare and Medicaid fiscal intermediaries. SHARP to assist with and/or prepare any new pre-authorization documents required by the City to be paid by Medicare for non-emergent transports. Documents such as medical necessity from facilities or patient doctors and medical records should be obtained by City.

All secondary and coinsurance billing transferred to the appropriate secondary pay source and promptly billed to that source.

Screen, prepare and submit claims to any and all payers including, but not limited to, individual persons, Medicare intermediaries, insurance carriers, companies, government, and quasi-government agencies and any other source of payment of ambulance services;

- Track and trace all claims submitted;
- Resubmit and resolve denied or disallowed claims;
- Retain all source documents for seven (7) years;

III. Workers' Compensation and Private (Commercial) Insurance

SHARP to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation according to specific requirements. Electronic billing of insurance companies is performed where possible and appropriate. Any correspondence for additional information or follow up necessary to secure insurance payments will be performed by SHARP.

- Track and trace all claims submitted;
- Resubmit and resolve denied or disallowed claims; and
- Retain all source documents for seven years.

IV. Delinquent Claim Handling

If patient claims are over forty-five (45) days old from date when first invoiced as primary or as secondary co-pay, SHARP will attempt telephone contact for payment arrangements. Telephone contact will be attempted several times and follow up will continue until payment in full is received or account is assigned to an outside collection agency by City. Information and data will be provided to City's outside collection agency at the request of City.

SHARP will utilize installment billing as allowed by the City in cases of financial hardship.

SHARP will provide for credit card payments either one (1) time or installment for an additional charge of one dollar (\$1.00) per payment and one percent (1%) of the payment amount made through the credit card. SHARP will provide a credit card portal for direct payment by patients. SHARP will provide a method for City to enter patient payments by credit card through a web portal at City request. All three access will be at the request of City for a fixed monthly fee of fifty dollars (\$50.00) for the portal, with additional fees per transaction. Credit card programs will be customized to the methods chosen by the City.

V. Receipts Processing

All payments will be made to the City and shall be to the account designated by the City for the depositing of payments it receives for services rendered by City.

VI. Reports

SHARP can customize any report or add any report supported by the data from the ambulance billing software.

Reports can be printed or published on the SHARP web portal or run by City on the SHARP web access portal. Along with reports SHARP web access portal provides a dashboard of important analysis data.

Monthly, SHARP will perform accurate month end close procedures that will result in the minimum of the following reports to the City:

- Custom Invoice and Statements for patient, and facility billing or any non-insurance per City sample and any adjustments requested;

- Monthly Ticket Survey;

- Monthly Sales Journal – Detail and Summary;
- Monthly Cash Receipts Journal – Detail and Summary;

Monthly Receivables Aging – Detail and Summary;

Management Accounts Receivable (“AR”) Analysis – Detail and Summary;

Monthly Closing Balance Summary of all AR and beginning and ending AR;

Statistical Reports customized to client needs;

Year to Date – Fiscal Year monthly totals and statistics, and Average Days in AR;

Annual collections statistics with graphs and percent collected;

Additional Daily, Weekly and Monthly reports as requested, examples are:

- Weekly report of Transports Billed compared to Actual Transports performed;
- Transports unable to be Billed and why;
- Transports reject by Insurance and why;
- Open and Unpaid Transports by date of Service
- Tracking reports as requested.

The cost of responding to requests for information from third parties shall be billed to the Party making the request.

VII. City Responsibilities

- Submit necessary transport information, including pay source information and patient condition to SHARP for billing purposes. SHARP accepts manual forms, but if later required by the State to use electronic forms Sharp can handle all the current vendors using NEMESIS II and NEMESIS III standards, information electronically from any Electronic Patient Care Report vendor that provides NEMESIS data and documents. Examples are Angel Tracks Software, ESO Solutions, EMS Charts, Image Trend, Zoll, Tritech, Sansio, High Plains, and many others. These vendors have functionality to provide NEMESIS data and documents- but may also require purchase of additional modules by City for this function. SHARP will also provide such software products and hardware for an additional monthly percent as indicated below.
- Forward to SHARP all necessary information relating to patient transports services, payments and patient eligibility, if known and, if possible, coordinate with SHARP and EPCR vendor to provide the information electronically. Necessary Information includes: Emergency Reporting PCR, Hospital Face Sheet, Ambulance Signature Form, and Physicians Certification Statement.
- Notify SHARP of any accounts that require special attention.
- Obtain signature of patient or guardian or EMT if patient unable to sign.
- Provide patient’s name, date of birth, social security number, insurance, and group-member identification number if known and needed to bill insurance. SHARP will incorporate to the degree possible software eligibility and coverage detection tools to determine eligibility for insurance.

- Designate personnel to help identify missing information such as scene location, mileage, proper documentation, or any other required information to complete billing process.
- Provide list of transports per day (paper or electronic) that should be billed for comparison to what was billed and, if possible, the expected level of service, and emergency or non-emergency status expected for comparison.

VIII. Source Documents

SHARP will retain all source documents including attachments for seven (7) years. When Agreement is terminated, all source documents are returned to City at SHARP's expense.

IX. Fees

City shall pay SHARP four percent (4.00%) of the gross receipts it receives through SHARP's billing including accounts assigned to outside collection agencies.

Credit Card Payment option: City can use its current merchant account for the City or SHARP can provide a separate merchant account. If a SHARP only account is chosen then the merchant account and transaction fees for a credit card are billed by the credit card services directly to City and all are funds directly deposited to City account.

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BUSINESS ASSOCIATE AGREEMENT (HIPAA)

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between City of Selma ("Covered Entity") and OosoSharp, LLC ("Business Associate").

I. Term. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

II. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Recognize that the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316) apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that, had the Covered Entity done so, would violate the requirements of HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
- (f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the

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entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure; (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and (k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

III. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

IV. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return and/or destroy all PHI received from the Covered Entity, or created by and/or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of any such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible and provide reasoning as to why returning or destruction of PHI is infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such PHI.

V. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

VI. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

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VII. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

VIII. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

IX. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

X. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

COVERED ENTITY

Signature _____ **Date** _____

Print Name _____ **Title:** _____

BUSINESS ASSOCIATE

Signature _____ **Date** _____

Print Name _____ **Title:** _____



SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of 11/17/14, 2014 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability Company (“Company”), and **CITY OF SELMA FIRE DEPARTMENT** (“Client”). The Company and Client are referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, Company engages in the business of performing billing services (“Company Services”) for Clients in connection with fire inspections performed by Company firefighters or fire inspections performed by fire inspectors;

WHEREAS, Client has determined that it is in their best interest to retain the services of an outside billing service to collect monies for services rendered by Client related to ambulance services performed by Client;

WHEREAS, Company does hereby hold itself as being ready and able to perform the billing service programs as described herein.

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with these Company inspections and ambulance services; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability Company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is a organized Client established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3 COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of inspection services provided/rendered at business locations throughout the Client's service area, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services related to billing and collecting set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.6. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

**ARTICLE 5
COMPENSATION OF COMPANY**

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

**ARTICLE 6
OBLIGATIONS OF CLIENT**

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement.

6.2. Inspection Equipment: Company will provide the four (3) iPads that will be used in the business inspection process; until being reimbursed for the equipment and set up as more fully described in the section below entitled "Full Inspections 5". In the meantime, Client agrees:

- a.) All I-Pads and related equipment ("Equipment") provided to the Client is owned by Company. If requested by Company, Client will place labels that are clearly visible on all Equipment provided by Company that state "PROPERTY OF COMPANY".
- b.) Client will defend Company's ownership rights in the Equipment, at Client's cost, and will keep the Equipment free of any legal process, liens, security interests, attachments, levies and executions. Client will provide Company immediate written notice of any legal process, liens, attachments, levies or executions and will defend Company against any loss from these causes.
- c.) Equipment is personal property and will remain personal property. Client will not incorporate Equipment into real estate and will not cause the Equipment to become part of the Client's property.
- d.) Client will ensure the Equipment is maintained in good operating condition, and that Equipment is serviced and repaired within the term of the supplier's or manufacturer's warranty, requirements or recommendations.
- e.) Client will use the Equipment only for business purposes and will obey all legal and regulatory requirements in the use of the Equipment.
- f.) Client will be assume the complete risk of loss or damage to the Equipment and will be responsible for the cost of replacing any lost or damaged Equipment.
- g.) At the termination of this Agreement as set forth in Article 8, Client agrees to return the Equipment, freight and insurance prepaid by Client, to Company at a location designated by Company in the United States of America within forty-five (45) days the termination date. The Equipment will be returned in good operating condition. The Equipment will be carefully packed for shipping following all recommendations of the supplier and/or manufacturer as to packing or crating. If the Equipment is not returned in good operating condition, Client will reimburse Company for the cost to repair the Equipment within thirty (30) days of receiving an invoice from Company. Alternatively, upon termination of this Agreement, Client may elect to purchase the Equipment at the then fair market value of the equipment. If Client desires to purchase the Equipment, Company and Client agree they will establish the fair market value of the equipment within ten (10) days of termination and Client will

pay Company that fair market value within thirty (30) days after the determination of the fair market value.

- h.) If Company wishes to purchase insurance to protect the Equipment from the risk of loss or damage, Client agrees to cooperate and respond to reasonable requests to help Company arrange for that coverage.

6.3. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client or Company without the prior written consent of the other.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving sixty days (60) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of three (3) years thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;

- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;

**ARTICLE 9
PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

**ARTICLE 10
INDEMNIFICATION**

10.1. Indemnification by Client: Client shall indemnify Company and hold it harmless from any and all liability, including reasonable attorney's fees, caused by or resulting from (i) any negligent or intentional acts or omissions of Client or any officer, director, agent, or employee thereof, or (ii) any breach of this Agreement by Client.

10.2. Indemnification by Company: Company shall indemnify Client and hold it harmless from any and all liability, including reasonable attorneys' fees, caused by or resulting from (i) the negligent or intentional acts or omissions of Company or any officer, director, agent, or employee thereof, or (ii) any breach of this Agreement by Company.

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations

hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Client to:

City of Selma Fire Department
1710 Tucker Street
Selma, CA 93662
Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be within the County of Placer in the State of California. The award may be confirmed and enforced in any court of competent jurisdiction. The parties hereby agree that any federal or state court sitting in the County of Placer in the State of California is a court of competent jurisdiction. This paragraph does not limit in any way a party's right to seek injunctive relief in any state or federal court sitting in the County of Placer in the State of California (jurisdictional, venue and inconvenient forum objections to which are hereby waived by both parties), including recovery of fees and costs.

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability Company

By:  _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

CITY OF SELMA FIRE DEPARTMENT

By: City of Selma Fire Department

Name: Michael Kain

Title: Fire Chief

SCHEDULE A

LIST OF COMPANY SERVICES

FULL INSPECTIONS

1. Company agrees to bill the responsible party on the Client's behalf for fire inspection services rendered by the Client. The inspection fees are listed under User Fee Schedule FI-002 through FI-011 as well as EXHIBIT A, but may change over time. Client will provide notice to Company of changes to its inspection fees.
2. Company will provide, as a normal matter of business; processing and invoicing of inspections and submission to the responsible party for payment, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all inspections provided to Company by the Client.
4. Company will not begin litigation against a person or entity without prior written approval by the Client.
5. Company agrees to remit to Client the full amount collected for each inspection less a Eighteen Dollar and Fifty Cent (\$18.50) fee for each paid inspection/permit plus fifty percent (50%) of any late fees charged.
6. Company agrees to pay the funds due to the Client for its inspections on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make reports available via a password protected website to the Client which will set forth the status of all inspections and provide an accounting of all payments and amounts due the Client under the terms of this Agreement.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal inspections performed by Client.
9. The Client agrees to obtain, for each business location, the e-mail address and telephone number for the responsible party for payment. If the Client does not maintain an 80% success rate for obtaining accurate contact information, the Company reserves the right to charge a fifteen dollar (\$15) processing charge for attempting to identify the responsible party, whether that effort is successful or not.

INSPECTION RATES

USER FEES SCHEDULE FIRE DEPARTMENT SUMMARY

revised 6/2/2014

FI-001	FIRE FALSE ALARM CHARGES \$ 100 for 3rd false alarm in a 12 month period \$ 200 for 4th false alarm in a 12 month period \$ 400 for 5th false alarm in a 12 month period \$ 800 for each subsequent false alarm Fire chief will review for mitigating circumstances before fees are charged.
FI-002	ANNUAL FIRE CODE INSPECTION \$110 per year
FI-003	FIRE CODE ENFORCEMENT INSPECTION See attached fee list (ExhibitF1)
FI-004	ANNUAL FIRE CODE PERMIT \$110 per permit - Failure to obtain permit fee doubled after 1st warning
FI-005	FIRE/AMBULANCE INCIDENT REPORT COPY CHARGE \$15 per report
FI-006	HAZARDOUS MATERIAL INSP. AND PERMIT FEE \$160 per permit
FI-007	STATE MANDATED ANNUAL FIRE INSPECTIONS - HOSPITAL \$200 for 1st inspection per calendar year (no charge for re-inspections) \$400 for 2nd inspection per calendar year \$600 for 3rd inspection per calendar year
FI-008	STATE MANDATED FIRE INSPECTIONS - CONVALESCENT HOMES \$200 for 1st inspection per calendar year (no charge for re-inspections) \$400 for 2nd inspection per calendar year \$600 for 3rd inspection per calendar year
FI-009	STATE MANDATED FIRE INSPECTIONS - RESIDENTIAL CARE \$110 for Facilities with less than 25 residents \$220 for Facilities with 25 residents or more
FI-010	STATE MANDATED INSPECTIONS - DAY CARE/PRIVATE SCHOOLS \$110 for 1st inspection per calendar year (no charge for re-inspections) \$110 for 2nd inspection per calendar year
FI-011	FIRE HOOD /DUCT PLAN CHECK & INSPEC. FEE \$220 per plan \$110 per plan review & reinspection 3rd inspection & review at fully burdened hourly rate
FI-012	AMBULANCE SERVICE CHARGES See attached fee list (Exhibit F2 - Under Review)
FI-013	FIRE ALARM PLAN CHECK/INSPECTION

11/12/14

Macintosh HD:Users:Bridget:Desktop:2014 User Fees Summary by Dept.

90

AMBULANCE BILLING

1. Company shall provide a separate and complete Accounts Receivable program within Company’s computer billing system for the exclusive purpose of collections for Client.

Company will enter into said computer billing system, any and all ambulance trips received from Client. Company shall abstract, from the documentation provided by Client, all diagnosis and procedure information necessary to determine the level and type of service provided, any billable diagnostic and therapeutic procedures performed, any billable supplies and ancillary services rendered, and the appropriate diagnosis codes to be billed for all ambulance run information provided by Company by the client for that purpose.

Company will follow established billing industry guidelines, including those established by HCFA, HIPAA, and various other government programs, for ambulance services. To ensure compliance, Company will periodically audit, on a prospective and retrospective basis, a sample of Client’s billing and clinical records. Client retains responsibility for providing accurate and complete documentation of clinical services provided. Client understands that Company will code only from the documentation provided.

2. Company shall provide electronic billing of Medicare and Medicaid claims. It is the responsibility of Client to inform Medicare and Medicaid or any changes in the Company’s status.
3. Company will bill any and all appropriate commercial or third party payers as directed by Client.
4. Company will invoice all patients and all supplemental private pay patients as directed by Client and as required by the Federal Medicare Program.

Payment invoicing will be done on a billing form specific for Client. Invoicing/ collection activities will be conducted on the following schedule:

1st invoice	within 3 days of receipt
Insurance request	30 days after 1 st invoice
Automated phone call	20 days after previous request
2 nd invoice	10 days after phone call
Final notice	20 days after 2 nd invoice
Collections or W/O review	30 days after final notice

Collection agency or write off if no results from above as pre-determined by Client.

5. It is the responsibility of Client to contact receiving hospitals in an effort to obtain access to patient face sheets and/or patient insurance information.
6. All monies received by Company on behalf of Client will be posted to the patients' accounts on a weekly basis and mailed to Client on a monthly basis. All checks will be made payable to Client. Company cannot cash any checks and has no access to any Client bank accounts. It is the responsibility of Client to notify Company (on any payments received at Client within seventy-two (72) hours of all payments, correspondence, explanation of benefits, etc. relating to the services heretofore described.
7. Company will maintain 800-phone service for the purpose of run sheet and payment submission. This line will be available 24 hours a day.
8. Company will promptly respond to all Client's service recipient concerns related to all billing practices conducted herein. Company will maintain an 800-phone line for the purpose of customer service. This line will be staffed Monday through Friday from 8:00 am to 7:00 pm Central time.
9. Company shall comply with all Federal and State regulations, ordinances and procedures governing ambulance collections.
10. Company will submit a monthly accounts receivable aging report by payer category, which will include identifying all uncollected receivables, a payment receipt journal recap, and a monthly ticket survey, detailing all of the transports billed from the previous month. It is the responsibility of Client to verify these reports and provide Company with any missing data. All reports currently within the software of Company's billing system will be provided to Client at no additional cost.
11. Company shall recognize and comply with the right of authorized Client representatives to review any and all payment records pursuant to claims and/or collection procedures conducted herein. Client shall have the right to audit such reports at reasonable times.
12. Client agrees to pay Company in accordance with the following fee schedule for the aforementioned service so long as this Agreement has not been terminated:
 - a. Company shall be paid a fee of 4.95 percent (%) of all payments collected.
 - b. Payments to Company shall be based upon revenues received in the preceding month. Company will provide a monthly billing to Client calculating amounts owed to Company based upon the above stated formula.

- c. Failure to pay Company within 15 days of the monthly bill may constitute immediate termination of the contract and possible legal action at the cost of Client.

13. If Client determines it is in their best interest to use a collection agency, Client will deal directly with the collection agency regarding their fees.

14. If this contract is terminated Client will allow Company to continue collection efforts for a period of 6 months following the contract termination, unless other arrangements have been agreed to by both parties in writing. Client understands they will be responsible to pay Company their commission on their collections during this time period in accordance with section 12 above.

At termination of the Agreement it is the responsibility of Company to return to Client any and all records and documents submitted to Company, except as required by Federal Law.

EMS RATES

TRANSPORT & FIRST RESPONDER

	Existing		Proposed
	Resident	Non-Resident	1 ALS & 1 BLS Base
Ambulance Service			\$ 1200.00
ALS 1 Base	\$ 870.00	\$ 970.00	
ALS 1 Emergency Base	\$ 965.00	\$ 1065.00	
ALS 2 Base	\$ 965.00	\$ 1065.00	\$ 1400.00
BLS Base	\$ 612.00	\$ 712.00	\$ 1000.00
BLS Emergency Base	\$ 707.00	\$ 807.00	
Emergency	\$ -	\$ -	\$ -
Night	\$ 95.00	\$ 105.00	\$ 105.00
EKG	\$ 120.00	\$ 130.00	\$ -
Oxygen	\$ 95.00	\$ 105.00	\$ -
Mileage	\$ 26.00\mile	\$ 27.00\mile	\$ 26.00\mile
Extra Attendant	\$ -	\$ -	\$ 125.00
Treat/Non-Transport	\$ 150.00	\$ 150.00	\$ 150.00
First Responder	\$ 325.00	\$ 325.00	\$ 200.00
Wait time	\$ -	\$ -	Fully burden rate
Special Event/Standby 2 staff per hr.	Fully burden rate	Fully burden rate	Fully burden rate

EXHIBIT A
INSPECTIONS SOFTWARE

Fire Recovery USA Quote



2273 Lava Ridge Ct
Suite 120
Roseville, CA 95661
888.640.7222 x102
www.fire-recoveryusa.com
1200 Williams Farm Road, Lava Ridge
FAX: 916.943.1661

Invoice No: 14-2891
Invoice Date: November 10, 2014
Bill To: Selma Fire Department
Chief Kain
Address: 2857 A St
Selma CA 92663
Phone:
E-mail:
Fax:

Description	Units	Cost Per Unit	Amount
Cloud Property/Inspection Module SAAS/Inspection	300	\$ 2.00	\$ 600.00
iPad Based Inspector Application	3	750.00	\$ 2,250.00
8 Hours WebEx Training	1	595.00	\$ 595.00
Year One Subtotal			\$ 3,445.00
Cloud Occupancy Module Annual fee	300	2.00	\$ 600.00
iPad Inspection Module Annual Support	3	250.00	\$ 750.00
Year 2 Subtotal			\$ 1,350.00

Quote Acceptance _____	Invoice Subtotal	
	Tax Rate	0.00%
	Sales Tax	
	Other	
	Deposit Received	
	TOTAL	\$ 3,445.00

Make all checks payable to
Total due in 15 days. Overdue accounts subject to a service charge of 2% per month

Thank you for your business!

EXHIBIT B

INSPECTIONS EQUIPMENT



2271 Lave Ridge Court
Suite 120
Roseville, CA 95661

Invoice

Date	Invoice #
11-12-2014	14-23382709

Bill To	Insured
CITY OF SELMA FIRE DEPARTMENT 1710 TUCKER STREET SELMA, CA 91662	

Claim Number	Due Date	Department
	12-1-2014	

Item	Description	Rate	Amount
IPAD	3 APPLE IPADS (16GB/ATT CELLULAR) @ \$676.00	2,028.00	2,028.00
IPAD	3 2-YR APPLE CARE WARRANTY @ \$106.33	319.00	319.00
IPAD	3 DELUXE HARD CASES @ \$86.00	258.00	258.00
IPAD	SHIPPING	45.00	45.00

Please make check payable to Fire Recovery USA LLC
Tax ID #26-2105106

Balance Due \$2,650.00

FALSE ALARM BILLING
RATES

FIRE FALSE ALARM CHARGES: FI-001

\$ 100 for 3rd false alarm in a 12 month period

\$ 200 for 4th false alarm in a 12 month period

\$ 400 for 5th false alarm in a 12 month period

\$ 800 for each subsequent false alarm

ANNUAL FIRE CODE INSPECTION: FI-002

\$110 per year

Fire chief will review for mitigating circumstances before fees are charged.

**See Page 93- 94(FI-001, FI-002)

ITEM NO: 1.b.

SUBJECT: Consideration to approve a renewal of a Memorandum of Understanding (MOU) between the City of Selma and the Selma Unified School District for a School Partner Program

DISCUSSION:

This is a renewal of a three-year MOU between the City and the school district that was originally approved by Council in 2019. This MOU provides for a cooperative agreement between the Selma Unified School District and the City of Selma to collaborate on a School Partner Program. The program will allow the Selma Fire Department to provide students from the Selma Valley ROP program with meaningful work-based learning experience.

This will be another three-year MOU, and students who have completed the Urban/Rural Fire Fighting class, will ride along with Selma Firefighter for a period beginning each year in June and lasting through August. This ride along time will provide them with work-based experience to enhance what they have learned throughout the duration of their class.

Students who participate in this program must be 16 years of age or older. Workers Compensation and liability coverage are provided under Selma Unified School District policy.

RECOMMENDATION:

To authorize City Manager to approve/ratify MOU between the City of Selma and the Selma Unified School District for a School Partner Program.

Robert Petersen, Fire Chief

Fernando Santillan, City Manager

**Memorandum of Understanding
Between Selma Unified School District and Industry Partner for School Partner Program.**

This Memorandum of Understanding ("MOU") provides for a cooperative agreement between **Selma Unified School District** ("SUSD") and **the City of Selma** ("Industry Partner") to collaborate on the School Partner Program.

Whereas SUSD and this Industry Partner wish to collaborate to provide youth with a meaningful work-based learning experience for program participants, SUSD and this Industry Partner enter into the following MOU for the period of June 6, 2022 to August 12, 2025.

SUSD agrees to:

- Provide work-readiness training to support skill building and professionalism.
- Inform high school students of all rules and regulations of SUSD and of the training site.
- Correlate the job-related classroom instruction with the learning experiences of the training site.
- Assist in the resolution of the student's school or site-related problems that are affecting the site-related performance of the student.
- Provide the site with a training plan.
- Verify training plan, class relationship, and community site activities.
- Accept the responsibility and status as the legal employer of all students placed in job sites on a non-paid status.
- Provide and maintain worker's compensation coverage for the high school and/or adult students' instructional program. Under no circumstances shall the Industry Partner be considered the employer of high school and/or adult students participating in the School Partner Program.

Industry Partner agrees to:

- Provide a meaningful work-based learning experience for youth, including the acquisition of work readiness and job skills as appropriate.
- Provide specific training before allowing student to embark on any task, and continually supervise student.
- Have shift mentor or supervisor complete a skills assessment during and at the end of each student's job shadow or internship or the equivalent.
- Adhere to all applicable federal, state, and local laws concerning interns as well as state and federal child labor laws.
- Treat youth, at all times, as an intern as opposed to an Industry Partner employee and not allow student to take the place of an Industry Partner employee under any circumstances.

SUSD agrees that all students will:

- Be 16 years of age or older and enrolled in a career technical education class.
- Conform to the program rules and regulations established by the school and training site.
- Maintain regular attendance and punctuality in school and on-the-site training.
- Regularly attend the site-related classroom instruction.
- Report to site properly groomed and dressed appropriately for the site.
- Report any conflicts, problems or anticipated schedule changes to the SUSD instructor.
- Be informed that there is no guarantee of a job at the completion of this training.
- Report immediately any unsafe conditions or injuries to the SUSD instructor and Industry Partner.

- Be treated as interns, and not Industry Partner employees, and are not, under any circumstances, eligible to receive any Industry Partner compensation, benefits, and/or insurance coverage including, but not limited to, worker’s compensation.

Class: Urban/Rural Firefighting

Students participating in the Urban/Rural Firefighting Program may engage in the following activities:

- Participate in ride-along with Fire Department
- Learn about the laws & regulations within the Fire Department
- Learn and identify tools and equipment used
- Shadow fire fighters on calls and in the stations
- Work in different divisions within the Fire Department

RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) SUSD shall defend, indemnify, and hold harmless Industry Partner, 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 School Partner Program or its negligent failure to comply with any of its obligations contained in this MOU (collectively "Claims"), except such loss or damage which was caused by the sole negligence, or willful misconduct of the Industry Partner. Acceptance by the Industry Partner of insurance certificates and endorsements required under this Agreement does not relieve SUSD 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) SUSD releases the Industry Partner, its officers, officials, agents, and employees 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 School Partner Program.

SUSD acknowledges and expressly waives the benefit of California Civil Code Section 1542, which is set forth below, and specifically agrees that the release contained in this MOU shall extend to all claims arising out of transactions which the parties do not know or expect to exist in their favor at this time, and which rise out of or are connected the School Partner Program. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Industry Partner's Initials

SUSD's Initials

SUSD acknowledges that the facts and law in relation to this matter and the claims released by the terms of this MOU may turn out to be different from or in addition to the facts or law as now known to each party or its counsel. SUSD therefore expressly agrees that the release so given shall be and remain in effect as a full and complete release of the persons and entities released thereby notwithstanding any possibility of new or different facts or law.

(C) By execution of this MOU, SUSD acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Insurance

During the term of this MOU, SUSD shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth below:

General Liability

SUSD shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. SUSD's general liability policies shall be primary and shall not seek contribution from the Industry Partner's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Industry Partner and its officers, officials, employees, and agents shall be additional insureds under such policies.

Waiver

All School Partner Program participants shall execute the waiver attached hereto as Exhibit A, and incorporated herein by reference, prior to participating in the Program. Said waiver shall be provided to the Industry Partner, with a copy to SUSD.

Termination

This MOU may be terminated at any time in writing by any party for any reason with three (3)day notice. This MOU also may be terminated immediately by any party if there is a failure to comply with the terms and conditions outlined in this MOU.

Miscellaneous

This MOU constitutes the entire MOU and understanding between the parties, and supersedes all offers, negotiations and other MOUs concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this MOU must be in writing and executed by all parties.

PARTY SIGNATURES TO MOU

I have read all of the provisions outlined in this MOU, and agree to comply with every provision listed herein. I certify that I am authorized to sign agreements on behalf of my business/agency/organization.

Any changes to this contract must be made in writing, and be signed by representatives of both SUSD and Industry Partner.

"Industry Partner"

"SUSD"

City of Selma

Selma Unified School District

By: _____
Fernando Santillan, City Manager

By: _____
Marilyn Shepherd, Ed.D., Superintendent

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Mary Lerner, City Attorney

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

May 16, 2022

ITEM NO: 1.c.

SUBJECT: Consideration of a resolution approving a request for a fee waiver for Selma Community Outreach Ministries' use of Pioneer Village for a three-day revival event.

DISCUSSION:

Selma Community Outreach Ministries (Selma COM) has submitted a fee waiver request for their Revival event at Pioneer Village.

Fees associated with this event include rental of Pioneer Village (\$500.00), Pioneer Village Lighting and Administration Fee (\$30.00) and Part-Time Facility Attendant On-Site (\$470.00), totaling \$1,000.00. This item was considered by the Pioneer Village Advisory Commission at their April 7, 2022 meeting. The Commission, following their discussion, voted unanimously to recommend waiving the Pioneer Village rental fees totaling \$530.00. However, they recommended not approving a waiver of the Part-Time Facility Attendant cost of \$470.00. The Commission felt that particular expenditure would be a significant burden on the Pioneer Village Enterprise Fund since Pioneer Village was required to temporarily close due to COVID-19 regulations.

This event will take place on June 2-4, 2022 at Pioneer Village. The fee waiver serves a public purpose by supporting a community gathering and providing community resources.

Attachment A. Letter Requesting Fee Waiver
Attachment B. Special Event Application Form

RECOMMENDATION: Staff recommends adoption of the attached resolution approving a fee waiver for the Selma COM revival event associated with the rental of Pioneer Village, but requiring fees be paid to cover the expense of the Part-Time Facility Attendant.

Mikal Kirchner, Director of Recreation

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR THE SELMA COM REVIVAL EVENT

WHEREAS, Selma Community Outreach Ministries (Selma COM) requested that the City Council waive fees associated with its Revival event to be held on June 2, 3 and 4 at Pioneer Village; and

WHEREAS, the total fees associated with the revival are One Thousand Dollars (\$1,000), which includes facility rental fees, lights, Administration Fee and Part-Time Facility Attendant; and

WHEREAS, the total amount Selma COM is requesting the City Council to waive is One Thousand Dollars (\$1,000); and

WHEREAS, the Pioneer Village Advisory Commission recommends approving waiving of the rental fees totaling \$530.00; however, it recommends not waiving the Part-Time Facility Attendant Fee of \$470.00; and

WHEREAS, while the City approves waiving facility rental fees associated with the event totaling \$530.00, Selma COM is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose by supporting a community gathering and providing resources and information to the public.

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

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

SECTION 2. The fee waiver serves a public purpose by supporting a community gathering and providing resources and information to the public.

SECTION 3. The City Council hereby approves the rental fee waiver for fees associated with the event in the amount of Five Hundred Thirty Dollars (\$530.00).

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

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

2. Indemnification of the City.

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

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

PASSED, APPROVED AND ADOPTED this 16th day of May, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

BOARD OF DIRECTORS

- Juan Gabriel Vazquez, Chair
- Delfina Vasquez , CEO
- Martha Barron , Treasurer
- Brandi Garcia , Secretary
- Rev. Humberto Mena
- Noe Garcia , Member
- Maria Torres, Member

3/23/2022

Pioneer Village Advisory Commission

It is with excitement I send you this request, we are putting together a 3-day tent revival on June 2nd, 3rd and 4th, 2022. We are a 501-c3 Outreach Ministry here in Selma founded since 2014. We Love Selma and have invested in the bettering of our community, this is why we are having this God inspired 3-day Tent revival in June, We are having a drawing and the prizes is 4 cars to the winners, On Saturday we will provide free lunch to the community.

I believe the word of God, and his word say's
2 Chronicles 7:14 ^{lf} my people, which are called by my name, shall humble themselves, and pray, and seek my face, and turn from their wicked ways; then will I hear from heaven, and will forgive their sin, and will heal their land.

As I mentioned we are a none profit, and this is why we are asking if it is possible to waive the fees at Pioneer Village, We thank you in advance for the help in reaching our community.

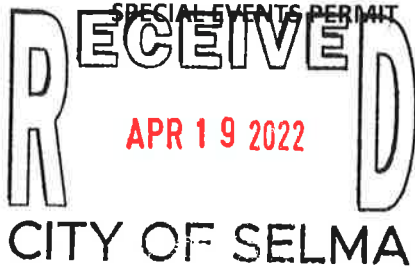
Sincerely Thank You ,

Delfina Vazquez

Delfina Vazquez, CEO

City Of Selma
APPLICATION FOR

SPECIAL EVENTS PERMIT



Submit (60) days prior to event

Planning Office Use Only		
Date Received:		
<input type="checkbox"/> Application Complete	Date:	<input type="checkbox"/> Harmless Agreement
<input type="checkbox"/> Application Fee Paid	\$	<input type="checkbox"/> Insurance Forms
<input type="checkbox"/> PD Inv. Fee Paid	\$	<input type="checkbox"/> Other
<input type="checkbox"/> Facilities Event		Private Property \$670 City Property <u>\$945</u>

(PRINT OR TYPE ALL INFORMATION)

CONTACT PERSON Delfina Vazquez Telephone 559-836-8165

Address 1800 Sheridan st City/Zip 93662

Primary Email selmacomdelfina@gmail.com Alternate Email _____

Alternate Contact Person Rolando Ortiz Telephone 559-217-7256

Address _____ City/Zip _____

SPONSOR/ORGANIZATION Selma COM Telephone 559-836-8165

Address 1800 Sheridan City/Zip 93662

Officer Delfina Vazquez Title Pastor

EVENT CHAIRPERSON Delfina Vazquez Telephone 559-836-8165

Address 1800 Sheridan City/Zip 93662

Nature and Purpose of Event Revival tent arrives June 1st 2022

DATE OF EVENT June 2,3,4th 2022

Start Time: 8am set up on 2nd End Time: June 4th 3pm but pick up of Tent is on Monday June 6th

Location Boundaries (list main streets) Pioneer Village

North _____ East _____

South _____ West _____

Estimated Number of participants or attendees 200

Types of Vehicles _____

Types of Animals _____

Number of Animals _____

Types of Structures _____

Number of Structures 1 tent 30 x 90

Description of Sound Amplification Equipment _____

Description of Food/beverage(s) to be sold and/or served _____

Name of Private Security _____ Telephone _____

Estimated Parking Requirements _____ Number of Spaces needed 100

City Of Selma
APPLICATION FOR
SPECIAL EVENTS PERMIT
PAGE 2

Submit (60) days prior to event

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

ASSEMBLY POINT At pioneer village set up of Tent

Boundaries North _____
Boundaries South _____
Boundaries East _____
Boundaries West _____

Time of Assembly for participants: June 1st set up 8 am am/pm

Route to be traveled:

List of all portions of the streets to be traversed:
N/A

Map included: Yes _____ No xxxx

Intervals of space/time to be maintained between the units _____

Number of floats n/a

Size(s) of floats (width, length & height of largest float) _____

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

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

Signed Delfina Vazquez Date 4/01/2022

Title Pastor/CEO CDL # : _____

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

NAME RENE GARRA TITLE POLICE CHIEF

FIRE DEPARTMENT USE ONLY: APPROVED (X) DENIED () DATE: 4-20-22 REASON _____

NAME Robert Peterson TITLE Fire Chief

PUBLIC WORKS DEPARTMENT USE ONLY: APPROVED (X) DENIED () DATE: 4-28-2022 REASON _____

NAME SHANE FERRELL TITLE DIRECTOR OF PUBLIC WORKS

PLANNING DEPARTMENT USE ONLY: APPROVED (X) DENIED () DATE: 4-28-22 REASON _____

NAME [Signature] TITLE DEPUTY CITY MANAGER

HOME ABOUT MEDIA CAREERS REGULATIONS RESOURCES PROGRAMS CONTACT

Registrant Details

Entity type: Corporate Class as registered with the Secretary of State or based on founding & registration documents.

Organization Name: SELMA COMMUNITY OUTREACH MINISTRIES **IRS FEIN:** 475567606
Entity Type: Religious **SOS/FTB Corporate/Organization Number:** 3838008

Registry Status:	Exempt - Religious	Renewal Due/Exp. Date:	
RCT Registration Number:		Issue Date:	11/5/2015
Record Type:	Charity Registration	Effective Date:	11/5/2015
Date of Last Renewal:		DBA:	

Mailing Address

No address information

Filings & Correspondence

No Related Documents

Annual Renewal Data

No Annual Renewal Data

Related Registrations & Event Reports

The related records shown below depend on the record type being viewed:

- Charity Registrations relate to Professional Fundraising Events which relate to Professional Fundraiser Registrations.
- Raffle Registrations relate to Raffle Reports.
- Click on the **RCT Registration No** to navigate to the related record.

No Related Records

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **DEC 02 2015**

SELMA COMMUNITY OUTREACH MINISTRIES
40304 CORNFLOWER LANE
SQUAW VALLEY, CA 93765-0000

Employer Identification Number:
47-5567606
DLN:
26053729001825
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 26, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

SELMA COMMUNITY OUTREACH MINISTRIES

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper". The signature is stylized with a large initial "J" and a long horizontal stroke at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 5436

**SELMA COMMUNITY OUTREACH
MINISTRY & A&D AUTO SALES PRESENTS**

**3 DAY TENT
REVIVAL**

THEME:

**"NOW IS THE TIME OF
SALVATION"**

2 CORINTHIANS 6:2

**IF YOU NEED PRAYER, THE
TENT WILL BE OPEN @ 5PM**

**JUNE 2-3 | 6PM - 9PM
THURSDAY & FRIDAY
WORSHIP & SERVICE**

**JUNE 4TH | 10AM - 12PM SATURDAY
WORSHIP & SERVICE 12 PM - 2 PM
4 CARS GIVEAWAY & LUNCH**



**ROLANDO SOLIS
GUEST SPEAKER**



**PASTOR DELFINA
VAZQUEZ**



**BRANDI
GARCIA**



**PASTOR MARTY
L KAOLEPONO**



**PASTOR LOUIS
QUINTANA**

CAR #1

COMING SOON

CAR #2

COMING SOON

CAR #3

COMING SOON

CAR #4

COMING SOON

PIONEER VILLAGE

1880 ART GONZALEZ PKWY SELMA, CA 93662

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

May 16, 2022

ITEM NO: 1.d.

SUBJECT: Consideration of purchase of Tink C720 Claw Bucket for the Public Works Department and Authorize the City Manager to execute all necessary documents

DISCUSSION: The Public Works Department is requesting that the Council approve the purchase of a new Tink C720 Claw Bucket for the loader. The purchase of the equipment was approved within the FY 2021-2022 budget.

Staff did not obtain multiple competitive bids due to the fact that this equipment is only available from one manufacturer. The quote from the sole manufacturer, Quinn Company, is attached for Council’s reference. Quinn Company currently services all our equipment and has continuously provided exceptional services and is the local distributor of this particular type of equipment.

The Tink C720 Claw is designed to harvest loose, lightweight materials from hard, flat surfaces. The most typical use is to pick up debris from the city streets. The Claw mounts on a loader or similar equipment. The Public Works Department would greatly benefit with the purchase of this equipment; improving efficiency and local responsiveness.

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years’ budget in box below – if budgeted, enter NONE).
\$23,388.30		
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Streets Equipment Fund \$23,388.30		
Fund Balance: \$27,344.70		

RECOMMENDATION: Staff recommends that the City Council approve the purchase of the Tink C720 Claw Bucket for the Public Works Department and authorize the City Manager to execute all necessary documents.

Rob Terry, Deputy City Manager

Fernando Santillan, City Manager



May 2, 2022

City of Selma
1710 Tucker Street
Selma CA 93662

Attention: Shane Ferrell

Dear Sir,

We would like to thank you for your interest in our company and our products, please see the pricing below for the work tools to use with your Caterpillar equipment.

Tink C720 Claw Bucket	
2.0 Cubic Yard Capacity	
Replaceable Wear Edges	
Connecting Hoses	\$21,561.00
Sales Tax 8.475%	\$1,827.30
Total	\$23,388.30

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Scott Fishel
Machine Sales Representative

ALL PRICES SUBJECT TO APPLICABLE TAXES, AVAILABILITY AND CHANGE WITHOUT NOTICE. ALL FINANCING SUBJECT TO CREDIT APPROVAL, DOCUMENT FEES AND INTEREST RATES SUBJECT TO CHANGE WITHOUT NOTICE.

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79442	04/27/22	Printed	ELAVON SETTLEMENT RECOVERY	CREDIT CARD FEES MARCH 2022		122.59
79443	04/27/22	Printed	ELAVON SETTLEMENT RECOVERY	CREDIT CARD FEES MARCH 2022		605.91
79444	05/05/22	Printed	ACTION TOWING AND DIVE TEAM	EVIDENCE TOWING -MARCH 2022		248.00
79445	05/05/22	Printed	ALLAN HANCOCK COLLEGE	FIELD TRAINING COURSE SUPERVISOR 4/22-4/24/22		69.00
79446	05/05/22	Printed	ALEJANDRO ALVAREZ	COURT & TEMPORARY HOLDING COURSE PER DIEM 2/17/21 *RE-ISSUED STALE DATED CHECK		11.00
79447	05/05/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 3/31/22		304.50
79448	05/05/22	Printed	AT&T	TELEPHONE -APRIL 2022		41.18
79449	05/05/22	Printed	AT&T	PD FIRE ALARM		202.63
79450	05/05/22	Printed	AT&T	TELEPHONE -MARCH 2022 ADJ INV#5599117828		10.00
79451	05/05/22	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 3/12-4/11/22		1,738.50
79452	05/05/22	Printed	BAUER COMPRESSORS INC.	RED LEATHER BOOTS, SERVICE & REPAIRS -FD		1,832.76
79453	05/05/22	Printed	CHRISTIAN ADRIAN CANO	DUI TRAINING COURSE PER DIEM 5/17/21-5/18/21, SEXUAL ASSAULT TRAINING PER DIEM 9/17-9/18/20 *RE-ISSUED STALE DATED CHECKS		44.00
79454	05/05/22	Printed	CENTRAL CALIFORNIA ELECTRONICS	FIRE ALAM MONITORING -PD		120.00
79455	05/05/22	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP		1,375.85
79456	05/05/22	Printed	CITY OF FRESNO	PERISHABLE SKILLS TRAINING 6/7-6/10/22	R	1,212.00
79457	05/05/22	Printed	COMMUNITY MEDICAL CENTER	BLOOD DRAWS -PD MARCH 22		175.00
79458	05/05/22	Printed	COUNTY OF FRESNO	PRISONER PROCESSING 1/1/22-3/31/22, CRIME SCENE ASSISTANCE CASE #21-3370		1,983.20
79459	05/05/22	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING MARCH 2022		200.00
79460	05/05/22	Printed	DATAPATH LLC	NETCARE/ON SITE SUPPORT MAY 2022		9,100.00
79461	05/05/22	Printed	DEPARTMENT OF GENERAL SERVICES	ADMIN HEARING -FEB 2022		6,680.00
79462	05/05/22	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS MARCH 2022, FINGERPRINTS - MARCH 2022		440.00
79463	05/05/22	Printed	MATTEO DESANTIS	1231 ROSE AVE LEASE -MAY 2022		1,770.00
79464	05/05/22	Printed	STEVE DOMINGUEZ	BUSINESS LICENSE OVERPAYMENT REIMBURSEMENT		30.00
79465	05/05/22	Printed	ELAVON SETTLEMENT RECOVERY	CREDIT CARD FEES -MARCH 2022 SENIOR CENTER		245.10
79466	05/05/22	Printed	ERENE SOLIMAN, PSY.D.	PRE-EMPLOYMENT PSYCHOLOGICAL EXAM		380.00
79467	05/05/22	Printed	FIVE CITIES EDA	3RD QUARTER DUES JAN-MAR 22		1,387.74
79468	05/05/22	Printed	FRESNO CITY COLLEGE	TRAFFIC COLLISION INV. COURSE 4/4-4/8/22		736.00
79469	05/05/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		496.68
79470	05/05/22	Printed	FUTURE KIA	ART CENTER CHECK REFUND *RE-ISSUED STALE DATED CHECK		225.00
79471	05/05/22	Printed	GAR BENNETT LLC	PVC,COUPLINGS,TAPE -SHAFER PARK & CITY YARD		40.37
79472	05/05/22	Printed	GOVERNMENT FINANCE OFFICERS	2022/2023 MEMBERSHIP DUES -HR		160.00
79473	05/05/22	Printed	GOVHR USA, LLC.	COMPENSATION STUDY (1/2)		4,500.00
79474	05/05/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 4/13/22		1,972.80
79475	05/05/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 4/20/22		3,107.10
79476	05/05/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 4/27/22		1,267.30
79477	05/05/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -MAY 22		925.50
79478	05/05/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,594.64
79479	05/05/22	Printed	RAUL R HERRERA JR / ECN POLYGRAPH & INVESTIGATIONS	POLYGRAPH SERVICES 4/27/22		200.00
79480	05/05/22	Printed	VANESSA M. HERRERA	REIMBURSEMENT FOR SUPPLIES		47.69
79481	05/05/22	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT -MAY 2022		446.00
79482	05/05/22	Printed	JORGENSEN & COMPANY	FIRE EXTINGUISHER ANNUAL MAINT -PD		474.32
79483	05/05/22	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB MAY 2022		1,401.18
79484	05/05/22	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB -MAY 22		209.05
79485	05/05/22	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS -PD & TRANSIT		1,573.04
79486	05/05/22	Printed	KRAMER WORKPLACE	PERSONNEL INVESTIGATION -PD		14,080.00
79487	05/05/22	Printed	L.N. CURTIS & SONS	LESS LETHAL AMMUNITION		1,985.26
79488	05/05/22	Printed	TIM J LAW / LAW & ASSOCIATES	LAW ENFORCEMENT BACKGROUNDS		2,100.00
79489	05/05/22	Printed	HEATHER ELIZABETH LEMON	INTERPRETING SERVICES		300.00
79490	05/05/22	Void		Void Check		0.00
79491	05/05/22	Void		Void Check		0.00
79492	05/05/22	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -DEC 21 TO MAR 2022		44,420.60
79493	05/05/22	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		1,372.22
79494	05/05/22	Printed	LOZANO SMITH LLP	LEGAL SERVICES -MARCH 2022		26,532.61
79495	05/05/22	Printed	METRO UNIFORM	UNIFORM NAME PLATES		1,049.87
79496	05/05/22	Printed	MID VALLEY PUBLISHING,INC.	EMPLOYMENT ADS -MAINT WORKER I		49.00
79497	05/05/22	Printed	GEORGE MOLINA	REFUND PERMIT #22-0111		298.77
79498	05/05/22	Printed	MV PUBLIC TRANSPORTATION, INC.	SENIOR TRIP -TABLE MOUNTAIN CASINO 4/28/22		135.00
79499	05/05/22	Printed	BLANCA MENDOZA NAVARRO	2022 CITY LEADERS SUMMIT PER DIEM & MILEAGE		344.01
79500	05/05/22	Printed	BRENT NAVARRO	ADMINISTRATIVE CITATION REFUND 01212 INV#2308		100.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79501	05/05/22	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		329.61
79502	05/05/22	Printed	PG&E	UTILITIES -APRIL 2022		429.58
79503	05/05/22	Printed	PG&E	UTILITIES -APRIL 2022		12.81
79504	05/05/22	Printed	PG&E	UTILITIES -APRIL 2022		237.91
79505	05/05/22	Printed	PG&E	UTILITIES -APRIL 2022		30,589.11
79506	05/05/22	Printed	PG&E	UTILITIES -APRIL 2022		17,193.20
79507	05/05/22	Printed	PITNEY BOWES BANK INC	POSTAGE REFILL -PD		1,710.50
79508	05/05/22	Printed	POSTMASTER -USPS	BULK MAILING PERMIT #17		265.00
79509	05/05/22	Printed	QUAD KNOPF, INC.	PLANNING SERVICES 3/20-4/16/22		20,871.30
79510	05/05/22	Printed	THOMAS R & AIMII REDEMER / REDEMER CONCEPTS	LITTLE SHOP OF HORRORS POSTERS AND POSTCARDS		615.70
79511	05/05/22	Printed	BINDER RIAR	REFUND PERMIT# 22-0150		1,151.15
79512	05/05/22	Printed	RKW HOMES, INC.	REFUND ADMINISTRATIVE CITATION 3908 MITCHELL		1,000.00
79513	05/05/22	Printed	GARRETT RUIZ	LITTLE SHOP OF HORRORS WIG DESIGN		150.00
79514	05/05/22	Printed	SANTA MARIA CALIFORNIA NEWS	PH NOTICE -BILLBOARD ORD		1,348.07
79515	05/05/22	Printed	KENDRA STEFFEN	DOMESTIC VIOLENCE TRAINING PER DIEM 9/8/20, SEXUAL ASSAULT TRAINING PER DIEM 9/21/20, SUICIDE BY COP TRAINING PER DIEM 9/28/20, STANDARDS TRAINING PER DIEM 6/5/18 *RE-ISSUED STALE DATED CHECKS		44.00
79516	05/05/22	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE MAY 2022		189.28
79517	05/05/22	Printed	STERLING CODIFIERS INC.	ORDINANCE CODIFICATION		214.79
79518	05/05/22	Printed	SUN LIFE	EMPLOYEE INSURANCE -MAY 2022		1,518.94
79519	05/05/22	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -APRIL 2022		4,384.48
79520	05/05/22	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING -PW		65.00
79521	05/05/22	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE -MAY 2022		4,500.00
79522	05/05/22	Printed	THOMAS J O'LAUGHLIN MD INC.	MEDICAL DIRECTOR -MAY 2022		500.00
TOTAL						229,793.40

Grant: G PD State Appropriation: PDSA (457) Reimbursement: R

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

May 16, 2022

ITEM NO: 2.

SUBJECT: Cancellation of Public Hearing to Consider Zone Text Amendment (ZTA) 2021-0010, and Associated Actions.

DISCUSSION: On November 15, 2021, during consideration of Zone Text Amendment (ZTA) Application 2021-0010, Council requested that Staff conduct interviews and meet with billboard sign stakeholders (Sign Companies) in an effort to gain consensus on proposed zone text amendment language. In accordance with this directive, Staff conducted additional research, interviewed stakeholders (billboard advertising companies), and has worked to provide an amendment to the ordinance that incorporates portions of information from each interview, with the intent of presenting the findings and recommendations to Council at a public hearing on May 2, 2022 meeting. Therefore, a public hearing was duly noticed for the May 2, 2022 Council meeting in the Selma Enterprise. However, following the posting of public hearing notices, staff received additional feedback from stakeholders that needed to be considered and potentially incorporated into the draft documents for Council's consideration. As such, Staff requested that the City Council continue the public hearing date to May 16, 2022. At this time, Staff is working with the various stakeholders to organize an in-person round table discussion to address several key points of interest, and to ensure that draft language delivered to the Council for consideration is as thorough and collectively vetted as possible. While Staff is working diligently to achieve this outcome, a date certain for continuation of a public hearing cannot yet be determined. As such, Staff is recommending that Council cancel the noticed public hearing for this item at this time. Staff will return to Council with a duly noticed public hearing to consider text amendment language as soon as possible, following the additional collaboration and associated recommendation from the Planning Commission, as appropriate.

RECOMMENDATION: Cancel Public Hearing for Consideration of Zone Text Amendment 2021-0010, and Associated Actions.

Rob Terry, Deputy City Manager

ITEM NO: 3.

SUBJECT: Consider authorizing the City Manager to execute an agreement with Kosmont Companies for Infrastructure Funding and Financing Analysis

BACKGROUND: At the February 9th, 2022 Special Meeting of the Selma City Council, Council authorized the allocation of up to \$50,000 of American Rescue Plan Act (ARPA) funds to conduct an analysis of infrastructure funding and financing options, including potential Enhanced Infrastructure Financing District (EIFD) and other tax-increment financing options that may be available to the City for the development of infrastructure necessary to support residential and commercial development in Selma.

DISCUSSION: Staff solicited a proposal from Kosmont Companies to conduct a feasibility analysis for the City of Selma which would take a comprehensive look at all tax-increment financing and other options so that the City can develop a sound strategy for mid-to-long-term infrastructure development.

Kosmont is a leader in the field of public finance and has in-depth expertise in multiple areas such as economic development, redevelopment dissolution, tax increment financing ("TIF") district formation, real estate development, project funding, business costs/incentives and land use/zoning. Kosmont specializes in EIFD Formation and is currently assisting over 40 communities with evaluations of Enhanced Infrastructure Financing District ("EIFD") formation. Kosmont has successfully facilitated city/county EIFD partnerships, and recently formed an EIFD in the County of Fresno (within the City of Fresno). Kosmont is also working on EIFD formation, ongoing EIFD administration, and related feasibility analyses in the City of Sanger, City of Fresno, unincorporated County of Fresno, unincorporated County of Madera, City of Modesto, and dozens of other communities.

RECOMMENDATION: Staff recommends that the Council adopt a Resolution authorizing the City Manager to execute a professional services agreement with Kosmont Companies for an Infrastructure Funding and Financing Analysis.

FISCAL IMPACT:

<p><u>COST:</u> <i>(Enter cost of item to be purchased)</i></p>		<p><u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i></p>
<p>Up to \$50,000 from ARPA funds previously allocated for this purpose.</p>		<p>None</p>
<p><u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i></p>		<p><u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i></p>
<p>Funding Source: American Rescue Plan Act (ARPA) Special Revenue Fund</p> <p>Fund Balance: ARPA Special Revenue Fund: \$2,969,334</p>		<p>None</p>

Fernando Santillan, City Manager

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KOSMONT COMPANIES FOR AN INFRASTRUCTURE FUNDING AND FINANCING ANALYSIS

WHEREAS, at the February 9th, 2022 Special City Council Meeting, the Selma City Council approved the appropriation of up to \$50,000 for an Infrastructure Funding and Financing Analysis; and

WHEREAS, the City desires to establish a sound and well-informed strategy to finance and develop infrastructure in the short, medium, and long-term; and

WHEREAS, Kosmont Companies is a leader in the field of public finance, and specifically in the formation of tax-increment financing districts such as Enhanced Infrastructure Financing Districts (EIFDs); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma approves and authorizes the City Manager to execute the agreement between the City of Selma and Kosmont Companies for an Infrastructure Funding and Financing Analysis.

PASSED, APPROVED AND ADOPTED this 16th day of May, 2022, by the following vote:

AYES: 0 COUNCIL MEMBERS:
NOES: 0 COUNCIL MEMBERS:
ABSTAIN: 0 COUNCIL MEMBERS:
ABSENT: 0 COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk



April 25, 2022

Fernando Santillan, AICP
City Manager
City of Selma
1710 Tucker Street
Selma, CA 93662

Re: Proposal for Infrastructure Funding and Financing Analysis

Dear Mr. Santillan,

Kosmont & Associates, Inc. doing business as Kosmont Companies (“Consultant” or “Kosmont”) is pleased to present this proposal to the City of Selma (“City” or “Client”) for Infrastructure Funding and Financing Analysis. This proposal serves as an Agreement when executed and returned by Client to Kosmont.

I. BACKGROUND AND OBJECTIVE

Kosmont, a certified Minority Business Enterprise (“MBE”) and Small Business Enterprise (“SBE”), is a full-service real estate, economic development and public finance advisory firm with a 36-year, award-winning track record of working with cities and public agencies on economic development strategies, fiscal analyses, and real estate projects/financings that have led to successful outcomes. Kosmont Companies was the proud recipient of the “Small Private Latino Business of the Year” award from the 2015 Los Angeles Business Journal Latino Business of the Year Awards as well as the “Award of Excellence in Economic Development Partnerships” from the 2015 and 2017 California Association for Local Economic Development (“CALED”) Awards of Excellence Programs for significant community-changing projects that were developed in the cities of South Gate (regional retail) and Redondo Beach (multiple hotels).

Kosmont’s public and private sector experience, and in-depth expertise in multiple areas such as economic development, tax increment financing (“TIF”) district formation, infrastructure funding strategies, real estate development, and business costs/incentives make us the ideal firm to provide the Client with the requested financial and technical analysis.

Kosmont is an active leader in Infrastructure Financing District Formation

Kosmont is currently assisting over 35 communities with evaluation or formation of special districts for infrastructure funding, such as Enhanced Infrastructure Financing Districts (“EIFD”), Community Revitalization and Investment Authorities (“CRIA”), Infrastructure and Revitalization Financing Districts (“IRFD”), and Mello-Roos Community Facilities Districts (“CFD”). One sample

effort involves the City of Placentia, where Kosmont provided the initial EIFD feasibility study for an approximately 300-acre Transit-Oriented Development (“TOD”) area surrounding their forthcoming Metrolink station. Kosmont assisted Placentia with drafting of the required Infrastructure Financing Plan (“IFP”) and tax increment negotiations with the County of Orange. Kosmont worked with Placentia and Orange County to form the first city and county cooperative EIFD, established on July 30, 2019. Placentia was awarded the Southern California Association of Governments (SCAG) Sustainability Award in 2019 in large part due to the EIFD.

Kosmont is also working on infrastructure funding districts and related analyses in the cities of Fresno, Sanger, Modesto, San Jose, Los Angeles, unincorporated Fresno, Madera, and Sacramento Counties, and many other communities. These projects are in various stages of evaluation, district formation, and debt issuance for project funding. Kosmont is additionally retained by the Southern California Association of Governments (SCAG) for subject matter expertise and technical advisory related to special district screening, serving its 191 member cities and six member counties.

Kosmont is considered a leading firm on the evaluation and formation of infrastructure funding districts and is actively engaged in industry conferences throughout the State educating local government officials and private sector investors, developers and lenders on these matters.

As it relates to Selma, Kosmont understands that the City is seeking to evaluate the feasibility of various infrastructure funding and financing tools for targeted opportunity site areas in the City, including but not limited to the areas west of Highway 99 within the City and potentially some areas on the eastern boundary of the City. The proposed Scope of Services outlined herein represents an initial phase of work focused on initial feasibility evaluation. Future phases of work through potential district formation would require future authorization by the City, time and budget for which would be outlined for City consideration in advance.

II. SCOPE OF SERVICES

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject by. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Task 1: Evaluation of Infrastructure Funding Strategic and Implementation Considerations

Kosmont will identify and evaluate several forms of infrastructure funding and financing mechanisms with potential relevance to the types, timing, and location of infrastructure anticipated to be funded by the City. Initial emphasis is anticipated to be places on tax increment financing (“TIF”) districts such as EIFD / CRIA / IRFD, CFD financing, grants, lease-revenue financing, and/or California Economic and Infrastructure Bank (“I-Bank”) financing.

Based on initial research and discussion with City staff (potentially including the City Attorney's office and/or special counsel) regarding the preferred mechanisms, Kosmont will evaluate key strategic and implementation considerations, including:

- a) Property / land ownership and planned / proposed / potential future development (based on information to be provided by the City)
- b) Infrastructure needs and estimated costs (to be provided by the City)
- c) Potential public and private sector partners (e.g., City, County of Fresno, other affected taxing entities, developers / property owners)
- d) Disadvantaged Community (DAC) census tract designation
- e) Overlap with former Redevelopment Agency Project Area boundaries and status of redevelopment dissolution (e.g., Finding of Completion from Department of Finance).

Task 2: Preliminary Funding and Financing Analysis

Kosmont will prepare a preliminary funding and financing analysis, including preliminary tax increment and/or special tax analysis, as appropriate, reflecting potential future development and potential public and private sector partners. The analysis will identify:

- a) Potential assessed value generation from future development in the district
- b) Property tax increment and special tax funding capacity at select annual benchmarks and cumulatively over the estimated district lifetime(s)
- c) Initial estimates of potential bonding capacity (to be prepared by Kosmont Transactions Services, Inc., registered Municipal Advisor)
- d) Complementary economic development tools and funding resources (e.g., grants, Development Opportunity Reserve (D.O.R.)[®] zoning incentives)
- e) Comparison of potential revenue generation to types and cost of infrastructure needed to serve the development
- f) As related to potential overlap of proposed district boundaries with former redevelopment agency project areas, analysis of corresponding relevant outstanding enforceable obligations and implications on available revenues.

Task 3: Fiscal and Economic Impact Analysis

Kosmont will evaluate fiscal revenues (e.g., property tax, sales tax) and fiscal expenditures (e.g., police, fire, community service costs) and the resulting net fiscal impact to the City from implementation of the preferred tool(s) over time (e.g., general fund revenues net of tax increment contributions). It should be noted that such fiscal impact analysis is required by TIF legislation as part of district formation.

Task 4: Governance and Implementation Advisory – Roadmap

Based on the preferred tool(s) identified by the City based on previous Task findings, Kosmont will evaluate and summarize feasible governance and implementation alternatives, including district governing board composition, voting / approval procedures, district formation milestones, debt issuance procedures, and estimated timing, in order to provide potential public and private sector stakeholders with an illustrative "roadmap" for implementation.



OPTIONAL Task 5: City Meeting / Workshop

Kosmont will work with City staff to coordinate a meeting / workshop with key community stakeholders, such as City Council, City staff, residents, property owners, and local developers. Kosmont will prepare and present an overview of relevant funding and financing tools. The workshop presentation will include a summary of preliminary feasibility analysis findings, as well as recent case studies of successful implementation of relevant tools in other communities. The purpose of the workshop will be to facilitate initial education of community stakeholders, but also to vet and confirm potential priority projects to be funded by the preferred tool(s) and to confirm the goals and objectives of the community related to potential implementation. Kosmont will make itself available for additional meetings on an hourly, time-and-materials basis.

Potential Future (Phase Two) Services

- Other taxing entity (e.g., County) stakeholder outreach for potential partnership
- Preparation of Infrastructure Financing Plan (“IFP”) or other required documentation based on preferred tool(s)
- Special district formation hearings
- Coordinate with City’s Municipal Advisor for activities related to potential debt issuance(s)
- Coordinate with City’s government affairs and grant writing consultants as related to grants and legislative opportunities consistent with the proposed implementation plan.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement and project data outlined below. A summary PowerPoint presentation characterizing findings from Tasks 1 through 4 is anticipated to be delivered within eight (8) to twelve (12) weeks from assignment authorization.

Client will provide Consultant with existing project data, including relevant planning documentation (e.g., General Plan, specific plans, previous market studies), current project proposals and/or site plans, and potential infrastructure project list with estimated range of costs.

IV. COMPENSATION

Compensation for Tasks 1 through 5 is estimated below for professional services (hourly) fees at Consultant’s billing rates as shown on Attachment A.

Tasks	Estimated Budget
1) Evaluation of Strategic and Implementation Considerations	\$9,250
2) Preliminary Funding and Financing Analysis	\$10,500
3) Fiscal and Economic Impact Analysis	\$12,500
4) Governance and Implementation Advisory – Roadmap	\$7,500
5) OPTIONAL City Meeting / Workshop	\$5,500
Estimated Total Professional Services (Hourly) Fees	\$45,250



Budget may be re-allocated between Tasks as may be needed to provide adequate services to Client. Budget may be increased by Client at any time. Budget for future phases of work through potential district formation would require future authorization by the City, time and budget for which would be outlined for City consideration in advance.

Consultant anticipates a single consolidated round of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

Consultant's attendance or participation at any **publicly noticed** meeting apart from Optional Task 5, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*), as requested by Client is in addition to compensation for Tasks 1 through 5 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: <https://kosmont.paidyet.com> and there are two ways to make a secure credit card payment:

1. Fill in the "**Make a Payment**" form when you go to the link (<https://kosmont.paidyet.com>), or
2. Call Kosmont Companies' accounting desk (Ms. Charo Martinez; (424) 297-1072) to make a credit card payment

Consultant is prepared to commence work upon receipt of executed Agreement.

DISCLOSURE: Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. dba Kosmont Realty ("KR")



is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. KR also provides Broker Opinions of Value (“BOV”) services on a fixed fee basis.

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Transactions Services, Inc. (“KTS”). KTS is registered with the Securities and Exchange Commission (CIK# 0001769359) and the Municipal Securities Rulemaking Board as a Municipal Advisor (ID# K1256).

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

V. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.



E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. Severability. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. Notices. All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

L. Governing Law. The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. Confidentiality. Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.



N. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. Disclaimer. Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Force Majeure. Consultant shall not be liable for failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by significant circumstances beyond its reasonable control, including, without limitation: epidemic; acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; riots; wide-spread power failures and wide-spread internet failure. Contractual performance and deadline(s) shall be extended for a period equal to the time lost by reason of the delay.

R. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

S. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.



VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2022

City of Selma

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Ken K. Hira

Its: _____
(Title)

Its: President



ATTACHMENT A
Kosmont Companies
2022 Public Agency Fee Schedule

Professional Services

Chairman & CEO	\$395.00/hour
President	\$365.00/hour
Senior Vice President/Senior Advisor	\$325.00/hour
Vice President	\$225.00/hour
Senior Project Analyst	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 70.00/hour

• **Additional Expenses**

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) **Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN and other based on quoted project cost.**
- 4) If Kosmont retains **Third Party Vendor(s)** for Client (with Client’s advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant’s **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2022.

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of May 17, 2022 (“Effective Date”), between the City of Selma, a municipal corporation (“City”) and Kosmont Companies (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed fifty thousand dollars (\$50,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents,

interrogatories, request for admissions, or other discovery request (“Discovery”), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
With a Copy To:	Mary Lerner, City Attorney
To Consultant:	Kosmont Companies Attn: Joseph Dieguez 1601 N. Sepulveda Blvd #382 Manhattan Beach, CA 90266

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Selma

“CONSULTANT”
Kosmont & Associates, Inc.
doing business as “Kosmont
Companies”

By: _____
Fernando Santillan, City Manager

By: _____
Ken K. Hira, President

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Mary F. Lerner, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

See attached "Proposal for Infrastructure Funding and Financing Analysis", April 25, 2020

EXHIBIT B

Professional Services

Chairman & CEO	\$395.00/hour
President	\$365.00/hour
Senior Vice President/Senior Advisor	\$325.00/hour
Vice President	\$225.00/hour
Senior Project Analyst	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 70.00/hour

- **Additional Expenses**

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN and other based on quoted project cost.
- 4) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant's **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/or telephonic (*e.g., City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2022.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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