

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

**April 1, 2024**

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**ITEM NO:**

**SUBJECT:** Selma District Chamber of Commerce MOU Study Session

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**BACKGROUND:**

The City of Selma and the Selma District Chamber of Commerce established an MOU agreement on July 18, 1994. According to the terms outlined in the agreement, it automatically renews on each anniversary date unless either party provides written notice of their intention not to renew the agreement at least sixty days prior to the anniversary date.

The City's responsibilities under the current agreement include:

- An annual stipend of thirty thousand dollars, (\$30,000) to carry out the activities set forth herein. This stipend will be paid in four (\$) equal installments, at the end of each quarter.
- Forgiveness of rent in the amount of \$400.00 per month, plus utilities for the value of rent due to the city on the office space occupied by the Chamber and provided by the city to the Chamber.
- Make the City's Economic Development Director available to act as the Executive Director of the Chamber, on a part-time basis, but not to exceed 15% of the Director's working hours.

The Chamber's responsibilities under the current agreement include:

- Economic development related activities, which shall include but are not necessarily limited to each of the following:
  - a) Co-sponsor community events, including but not limited to the Raisin Festival, the Banquet Honoring Citizens and Businesses of the year, the Annual Fiesta, the July 3rd Community Celebration
  - b) Preparation and annual updating of an area map of the City of Selma.
  - c) Preparation and updating brochures parting the City of Selma.
  - d) Develop and update other promotional material, as needed, such as pins, place mats, name tags, billboards. Etc.
- Promotion of business interest in the area, including but not limited to each of the following:
  - a) Sponsorship of seminars and workshops for the business community

- b) Continuation of current sponsorship of community activities
  - c) Continuation of efforts to market the City of Selma as a place to shop.
  - d) Upon request, will make reports to the City Council concerning the Chamber's efforts to promote business interests in the area.
- Upon the execution of this Agreement and then annually thereafter, Chamber shall provide City with each of the following:
  - a) A list of the goals and objectives of the Chamber for the year.
  - b) A copy of the Chamber's annual budget, and then, at the end of each quarter, quarterly financial reports.
- During the life of this Agreement, the Chamber will provide City with each of the following, in a timely manner:
  - a) Minutes of the Chamber's Board of Directors meetings.
  - b) Weekly reports on Economic Development contacts and activities.

City staff has initiated an effort to design a new MOU contract that better clearly delineates funding for specific economic development activities and puts the Chamber in strong position to work together with the city and compliment city economic development initiatives.

**DISCUSSION:** City staff have commenced a thorough process to outline the specifics for a new Memorandum of Understanding (MOU). This initiative aims to facilitate transparency and effectiveness in collaboration between the Chamber and the city by clearly defining deliverables and better equipping the Selma Chamber to work alongside the city in advancing economic development initiatives that benefit the community of Selma as a whole.

The City has presented a set of deliverables to the Chamber and has provided a cost estimate for their completion.

- Business Development and Business Attraction
  - Offering resources and education workshops to help businesses grow, innovate, and thrive in Selma.
- Policy Education
  - Educating businesses on policies being created at the local, state, and federal levels.
- Destination marketing and visitor engagement
  - Promoting Selma as a vibrant business hub through targeted communication, a digital media presence and collaboration with partner organizations such as the Fresno County Visitors Bureau, and the Fresno County Economic Development Corporation.
- Events
  - Organizing events to engage businesses with residents, organizations, and City Leaders.

Activities	Cost Estimate Amount (\$)	Estimated City In-Kind Contribution (\$)
Business Development Programs	28,500	
Policy Education	2,000	
Destination Marketing and Visitor Engagement	10,600	
Events	21,500	50,000
<b>Total Annual City Contributions</b>	<b>62,500</b>	50,000
<b>TOTAL (Monetary and In-kind)</b>	<b>112,500</b>	

City staff presented the proposed funding priorities and deliverables to The Selma District Chamber of Commerce leadership.

Since discussing funding priorities and deliverables with Selma Chamber Leadership, the Chamber Board of Directors submitted a letter noticing their intent to cancel the current contract with the City of Selma dated July 18, 1994. They also rejected the city's proposed deliverables. Instead, the Selma District Chamber of Commerce proposed continuing existing services, such as annual events, monthly mixers, and workshops for the business community. They requested continued annual funding of \$35,000 from the city.

The staff agrees to the Chamber's proposal to cancel the existing contract. However, they reject the counterproposal because without an existing contract, there are no grounds for agreement. Moreover, there is no feasible way for the City to ensure accountability for the funds contributed to the organization.

Instead, staff will allocate the \$35,000 intended for the chamber to further Economic Development activities consistent with the services that would not be fulfilled by the Chamber.

**FISCAL IMPACT:**

	Current City Contributions to the Selma District Chamber	Impact to the General Fund
Current Agreement	35,000	-35,000
Council Accepts Chamber Proposal to Terminate Current Agreement	0	+35,000 <i>For Economic Development Initiatives.</i>

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**RECOMMENDATION:** Staff recommends that the city accept the Chamber's proposal to terminate the existing contract while reallocating the \$35,000 previously allocated to the Chamber towards economic development initiatives that better align with the city's priorities for the 2024-25 budget year.

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\_\_\_\_\_/s/\_\_\_\_\_  
Alicia Aguirre, Economic Development Manager

\_\_\_\_\_  
03/28/2024  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Jerome Keene, Deputy City Manager

\_\_\_\_\_  
03/28/2024  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan, City Manager

\_\_\_\_\_  
03/28/2024  
Date

**Attachments:**

1. Existing Chamber Agreement dated July 18, 1994
2. Proposed Funding and Deliverables
3. Letter from The Selma District Chamber of Commerce Re: Selma Chamber of Commerce Contract



*agreement*

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CONTRACT NO. 94-95

**MEMORANDUM OF UNDERSTANDING OF THE CITY OF SELMA  
WITH THE SELMA DISTRICT CHAMBER OF COMMERCE**

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THIS AGREEMENT is made and entered into this 18th day of July, 1994, by and between the City of Selma and the Selma District Chamber of Commerce. The parties agree as follows:

1. The parties to this Agreement are:

a. The City of Selma, a general law city, organized under the laws of the State of California (hereinafter referred to as the "City"); and

b. The Selma District Chamber of Commerce (hereinafter referred to as the "Chamber").

2. The term of this Agreement shall be for a period of one year, commencing on the date of execution by the City, hereof. However, the term of this Agreement shall be automatically renewed upon the terms set forth herein upon the anniversary date, unless either party hereto shall notify the other, in writing, sixty days prior to the anniversary date hereof, of that party's intention not to renew this Agreement for another year.

3. The City agrees to provide the Chamber with the following consideration:

a. An annual stipend of thirty thousand dollars, (\$30,000), to carry out the activities set forth herein. This stipend will be paid in four (4) equal installments, at the end of each quarter.

b. Forgiveness of rent in the amount of \$400.00 per month, plus utilities for the value of the rent due to the City on the office space occupied by the Chamber and provided by the City to the Chamber.

c. Make the City's Economic Development Director available to act as the Executive Director of the Chamber, on a part-time basis, but not to exceed 15% of the Director's working hours.

4. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated in the budget or otherwise are unavailable in any fiscal year for payment of all or any part of this remuneration, then the City will notify the Chamber of such occurrence and this

Agreement will create no further obligation of City to such current or succeeding fiscal year and shall be null and void, except as to any portion of the stipend and/or the rent herein agreed upon for which funds shall have been appropriated and budgeted. In such event this Agreement shall terminate on the last day of the fiscal year for which appropriations were received. No right of action or damages shall accrue to the benefit of the Chamber as to that portion of the Agreement which may so terminate.

5. The Chamber agrees to perform the hereinafter enumerated activities:

a. Economic development related activities, which shall include but are not necessarily limited to each of the following:

(1) Co-sponsor community events, including but not limited to the, Raisin Festival, the Banquet honoring Citizens and Businesses of the year, the Annual Fiesta, the July 3rd Community Celebration

(2) Preparation and annual updating of an area map of the City of Selma;

(3) Preparation and updating of brochures promoting the City of Selma;

(4) Develop and update other promotional material, as needed, such as pins, place mats, name tags, billboards, etc.

b. Promotion of business interests in the area, including but not limited to each of the following:

(1) Sponsorship of seminars and workshops for the business community;

(2) Continuation of current sponsorship of community activities;

(3) Continuation of efforts to market the City of Selma as a place to shop;

(4) Upon request, will make reports to the City Council concerning the Chamber's efforts to promote business interests in the area.

c. Upon the execution of this Agreement and then annually thereafter, Chamber shall provide City with each of the following:

(1) A list of the goals and objectives of the Chamber for the year;

(2) A copy of the Chamber's annual budget, and then, at the end of each quarter, quarterly financial reports.

d. During the life of this Agreement, the Chamber will provide City with each of the following, in a timely manner:

(1) Minutes of the Chamber's Board of Directors meetings;

(2) Weekly reports of Economic Development contacts and activities.

6. Chamber's Board of Directors and City's City Council shall hold at least one (1) joint meeting annually. That one meeting will be held prior to the establishment of the City's annual budget. This meeting will be for the purpose of discussing the Chamber's and the City's goals and objectives for the coming year and to review the content of this agreement.

7. Chamber shall indemnify and hold the City harmless from all claims or damages arising from its activities including but not limited to those outlined in this Agreement.

a. The Chamber shall, at all times during the term of this Agreement, maintain general liability policy in an amount of not less than \$1,000,000, insuring the Chamber against any and all liability for its activities. City shall be named as an additional insured on that policy and shall be provided a Certificate of Insurance and a current endorsement, as proof thereof, within fifteen days of the execution of this Agreement. Such insurance may not be canceled or terminated except upon fifteen days written notice to the City. In the event of cancellation or termination of such insurance, this Agreement shall be voidable at the discretion of City.

b. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and court costs and other non-reimbursable litigation expenses, such as expert witness fees and investigation expenses.

8. In meeting the terms of this Agreement, any activities conducted by and any funds received by the Chamber, whether enumerated herein or not, shall be the sole and exclusive

province and authority of the Chamber. All activities of the Chamber enumerated herein shall be performed as an independent contractor and not as an employee or agent of the City.

9. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

10. Chamber shall, at Chamber's sole cost, comply with all of the requirements of municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all municipal ordinances and state and federal statutes, rules or regulations now in force or which may hereafter be in force.

11. This Agreement calls for the performance of the services of Chamber as an independent contractor, and Chamber will not be considered an employee of the City for any purposes and is not entitled to any of the benefits provided by City to its employees. This Agreement shall not be construed as forming a partnership or any other association with Contractor other than that of an independent contractor.

a. Chamber will determine the method, details, and means of performing the above-described services.

b. Chamber will supply all tools and instrumentalities required to perform the services under this Agreement.

c. Chamber will supply at Chamber's own cost and expense, all equipment required to perform the services hereunder.

d. Chamber may, at the Chamber's own expense, employ such assistants as Chamber deems necessary to perform the services required of Chamber by this Agreement. City may not control, direct, or supervise Chamber's assistants or employees in the performance of those services.

e. Chamber agrees to provide workers' compensation insurance for Chamber's employees and agents, if any, and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability or death of any of Chamber's employees or agents.

f. Neither Chamber nor Chambers' employees, if any, is City's employee for federal or state tax

purposes, except as is specifically set forth herein. Chamber is responsible for paying all required state and federal taxes for itself and as employer of Chamber's employees, if any. In particular:

- (1) City will not withhold FICA (social security) from Chamber's payments;
- (2) City will not make state or federal unemployment insurance contributions on behalf of Chamber;
- (3) City will not withhold state or federal income tax from payment to Chamber;
- (4) City will not make disability insurance contributions on behalf of Chamber; and
- (5) City will not obtain workers' compensation insurance on behalf of Chamber.

12. It is acknowledged by the parties hereto that the City's Economic Development Director is an executive on loan to the City from the Chamber, but is, for the purposes of this Agreement, a City employee, fully entitled to all fringe benefits of being a full time City Employee and for whom the City will pay the usual and customary employment taxes applicable to an employer of a full time employee. Nothing herein contained shall be construed to limit the City's right to terminate or otherwise discipline the City's Economic Development Director to the same extent and in a manner similar to the City's ability to terminate or otherwise discipline other City employees at a similar level of employment. The consent or prior knowledge of the Chamber is not necessary for City to take any such action.

13. All notices relative to this Agreement shall be given in writing and shall be sent by certified or registered mail and be effective upon depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY OF SELMA  
City Hall  
1814 Tucker Street  
Selma, CA 93662

Copy to:  
Mr. Richard H. Hargrove  
Post Office Box 28400  
Fresno, CA 93729-8400

Selma District Chamber of Commerce  
CHAMBER OF COMMERCE  
1802 Tucker Street  
Selma, CA 93662



14. All reports, exhibits, data and other documents prepared by the Chamber in the performance of its obligations shall be and remain the property of the City. The Chamber may charge the City reasonable costs to reproduce those reports, exhibits, data and other documents which are not part of the Scope of Services.

15. This Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written representations made between the parties. All prior agreements between the parties hereto concerning the subject matter of this Agreement are hereby rescinded, with the sole exception of that certain Rental Agreement by which City has rented to Chamber the office space which Chamber occupies and which is referenced in Section 3 of this Agreement. This contract may be modified only in writing approved by the City's City Council and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

CITY:  
CITY OF SELMA

Attest:

By Robert L. Allen  
Robert L. Allen, Mayor

Melanie A. Carter / Deputy  
Judy Bier, City Clerk

CHAMBER:

By [Signature]  
President of the Board of  
Directors of the Selma  
District Chamber of Commerce

APPROVED AS TO FORM:

Richard H. Hargrove  
Richard H. Hargrove,  
City Attorney

≈FRE:I\01236\503\4121.2≈

# City of Selma and Selma District Chamber

Enhancing Collaboration for Economic Development Activities

# Why a new MOU?

The current MOU is dated 1994.

Current MOU lacks specificity and clarity.

Since the last MOU, notable changes include:

- Chamber relocated
- new annual events
- new personnel, staff, and board members

Foster synergistic  
**collaboration**, optimize  
resource utilization, and  
**advance economic**  
**development initiatives** in  
the City of Selma.





# Chamber Deliverables

*The city has identified priorities for funding contributions to the following activities:*




## **Business Development and Business Attraction**

Offer resources, and educational workshops to help businesses grow, innovate, and thrive in Selma.



## **Destination Marketing and Visitor Engagement**

Promote Selma as a vibrant business hub through targeted communication and a digital media presence.



## **Policy Education**

Educating businesses on policy being created at the local, state, and federal levels.



## **Events**

Organizing events to engage businesses with residents, organizations, and City leaders.

Why is **Business Development** a significant function of the Chamber?

The Chamber is uniquely positioned to assist in navigating regulatory requirements.

### ***Education Workshops:***

- Organize and facilitate workshops.
- Workshops held both in-person and virtually.

### ***Leadership Selma:***

- Curriculum designed to empower emerging leaders within Selma.

### ***Business Attraction:***

- Recruit new businesses to Selma through marketing and outreach.

# Business Development Workshops

Selma Small Business University

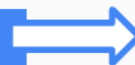
Selma Chamber Learning Series

Selma Business Academy

Potential Program Names

Organize and schedule *at least one* (1) workshop per month.

Workshops led by expert presenters cover relevant business management topics.



Market workshops to the broader Selma businesses community.

Promote workshops through social media platforms and email.

Track workshop attendees, include in quarterly City reports.

## TOPICS

Marketing & branding your business.

Legal considerations for Small Businesses

Providing Excellent Customer Service

Sales Techniques & Strategies

Tax Planning and Compliance

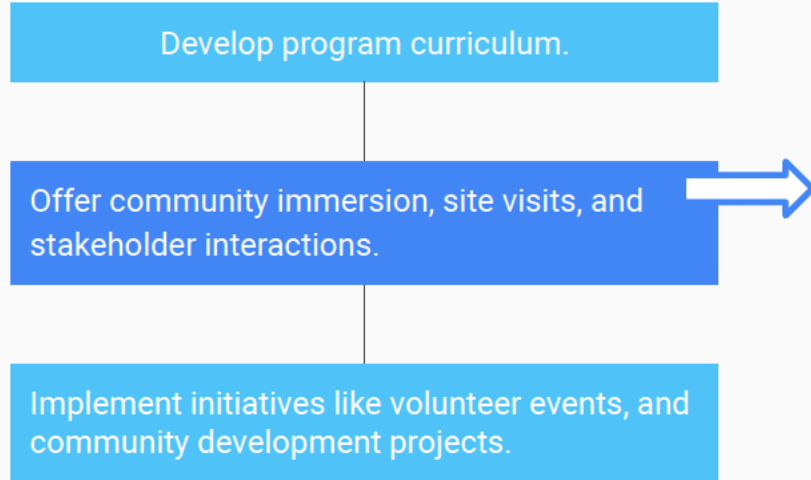
Hiring and Managing Your Employees

Scaling Your Small Business

# Leadership Development Workshops

Leadership  
Selma

Potential  
Program  
Names



## CLASS TOPICS

Arts and Culture

Healthcare

Education

Criminal Justice

Politics and Media

City Planning and Development

# Costs Associated with Business & Leadership Development

Activities	Selma Small Business University	Leadership Selma
Recruitment/ Marketing	1,500	2,000
Program Materials (stationary, note pads, padfolios)	3,000	5,000
Class Day Budget (meals, transportation, venue, thank you gift for speakers)	3,000 <small>(250/ webinar)</small>	9,000 <small>(1,500/ class day)</small>
Graduation	N/A	5,000
<b>Total</b>	<b>7,500</b>	<b>21,000</b>
<b>Education &amp; Leadership Development Program Total</b>		<b>28,500</b>

### ***Monitoring Legislative Activity:***

- Track proposed bills and regulations that could impact local businesses.

### ***Education and Outreach:***

- Educate businesses about the impact of proposed policies.
- Provide resources to help businesses navigate regulatory requirements.

Join California Chamber of Commerce for resources, advocacy, and state-level legislative updates.

Subscribe to legislative affairs newsletters for updates on pending laws, regulations, and policies affecting businesses.

Attend legislative updates by California Chamber of Commerce or other advocacy groups for key policy insights.

Conduct workshops/newsletter on policy updates for Selma businesses.

Stay updated on legislation/regulations; deliver timely updates to chamber members via newsletters, website, or social media.

# Costs Associated with Policy Education

Activities	Estimated Expenses
Cal Chamber Membership	1,000
Communication Channels (Annual Cost of Constant Contact to create government affairs newsletter)	1,000
<b>Policy Advocacy Total</b>	<b>2,000</b>

Why is **destination marketing & visitor engagement** a significant function of the Chamber?

The Chamber is frequently the initial point of contact for Selma visitors, making it an ideal entity to enhance tourism revenue, promote local businesses to visitors, and raise community visibility.

### ***Website Improvements:***

- Enhance user experience, accessibility, and functionality for visitors by optimizing navigation, and including online directory.

### ***Content Creation and Distribution:***

- Generating high-quality content such as:
  - website copy
  - blog posts
  - social media updates
  - videos
  - photography

### ***Stakeholder Engagement:***

- Engaging with organizations including Fresno County Visitors Bureau and Fresno EDC

# Destination Marketing & Visitor Engagement



# Destination Marketing & Visitor Engagement

Conduct a thorough review of Chamber website. Identify missing elements for improved user experience.

Integrate online business directory and incorporate events calendar to website.

Revamp website with captivating content, including event photos, to engage visitors.

Monthly outreach to Fresno County Visitors Bureau and Fresno EDC for collaboration discussions.

# Costs Associated with Destination Marketing & Visitor Engagement

Activities	Estimated Expenses
Website Updates	10,000
Visitors Bureau Annual Membership	600
<b>Destination Marketing &amp; Visitor Engagement Total</b>	<b>10,600</b>

# Costs Associated with Events

Activities	Estimated Expenses	Estimated City In-Kind Contribution through Legacy Event Waiver
Photographer for Ribbon Cuttings	1,500	
City- Sponsored Signature Events		
Raisin Festival	5,000	12,500
3rd of July	5,000	12,500
Christmas Parade	5,000	12,500
Car Show	5,000	12,500
<b>Events Total</b>	<b>21,500</b>	<b>50,000</b>

# \$5,000 Sponsorship Benefits:

The city's logo and name displayed on event materials.

A speaking slot during the event program for a City representative to address attendees, share updates, and promote city initiatives.

High-quality photographs capturing key moments and highlights of chamber events.

Engaging 1- 5 minute video content capturing highlights of each chamber events.

Why are **events** a significant function of the Chamber?

The Chamber facilitates businesses' engagement with their communities and residents, fostering recognition. It also offers an opportunity for businesses to announce their presence to the broader community.

# Organization & Structure

**1. The Chamber is required to reserve one board seat for City Staff.**

*Reasoning: This requirement ensures transparent representation and active engagement of the city's interests within the chamber, fostering collaboration and alignment between the two entities.*

**2. The chamber has a minimum staff requirement of one (1) full-time equivalent (FTE), with a recommendation for two (2) FTEs.**

*Reasoning: Including the staff requirements in the MOU ensures clarity on staffing expectations and resources needed for the chamber to effectively fulfill its roles and responsibilities outlined in the agreement.*

**3. The chamber is tasked with securing funding from state and local governments, while also sustaining revenue through membership and event sponsorships.**

*Reasoning: A diverse funding portfolio, including grants and sponsorships, is crucial to ensure the chamber's fiscal sustainability beyond sole reliance on the city's financial support.*

# Reporting and Performance Data

## Monthly Reporting

Monthly chamber agenda and board minutes.

Monthly updates on Leadership Selma milestones.

## Quarterly Reporting

Quarterly reports of business education workshops administered, with summary of topic and attendance records.

Quarterly summary of ribbon cuttings hosted, events hosted.

Quarterly summary of conversation and collaborations with Visitors Bureau.

Quarterly legislative report.

Quarterly financial report.

## Annual Reporting

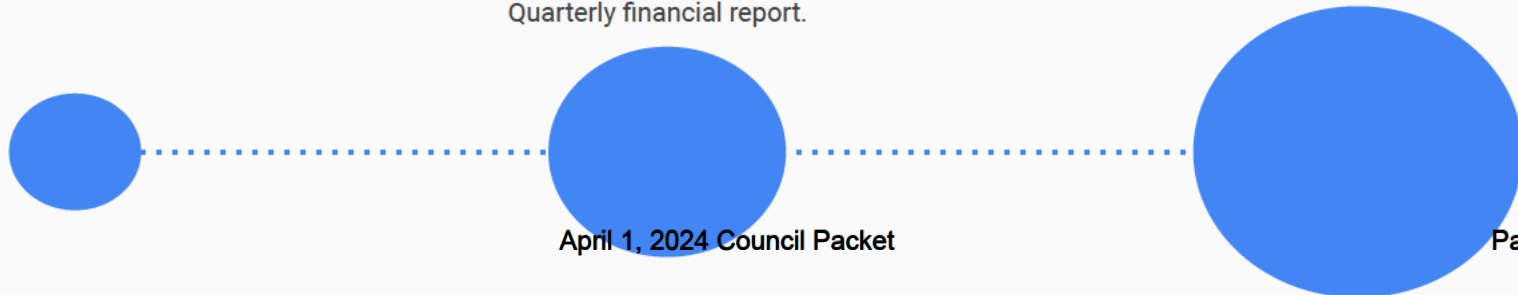
Annual presentation to the City Council presentation should cover:

Recap of Chamber programs and events.


Operating plan for the upcoming calendar year.

Introduction to Board Members.

Operating Budget.



# City Deliverables




## Data Sharing

Sharing relevant economic data, market research or demographic information with the Chamber to support attraction efforts.



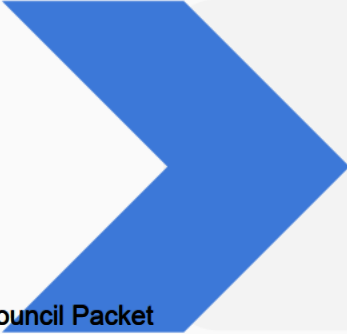
## Access to Facilities

Grant the Chamber access to city-owned facilities for meetings and workshops.



## Development Related Material

Provide maps, parcel information, and zoning information for businesses recruitment purposes.



## Waiver & In-Kind Staff

Assistance with legacy event traffic control coordination, barricades, set up tear down, public safety officers, and EMS.

## Summary of City Contributions

Activities	City Contract Amount	Estimated City In-Kind Contribution
Business Development Programs	28,500	
Policy Education	2,000	
Destination Marketing and Visitor Engagement	10,600	
Events	21,500	50,000
<b>Total Annual City Contributions</b>	<b>62,500</b>	<b>50,000</b>
<b>TOTAL (Monetary and In-kind)</b>	<b>112,500</b>	





## **THE SELMA DISTRICT CHAMBER OF COMMERCE**

1821 Tucker Street, Selma, CA 93662

March 14, 2024

City of Selma  
1710 Tucker St.  
Selma, CA 93662  
Attn: Fernando Santillan, City Manager

CC: Griswold LaSalle  
Cobb Dowd & Gin LLP  
111 E. Seventh St.  
Hanford, CA 93230  
Attn: Megan N. Dodd

Re: Selma Chamber of Commerce Contract

Please let this letter serve as notice that we will be cancelling our contract with the City of Selma dated July 18, 1994. Per the terms of the contract we are to notify you in writing 60 days prior to the anniversary date of the contract.

Furthermore, our Chamber Board has voted unanimously to reject your proposal to add two people to our Board as well as adding an Economic Development person to our staff.

We will continue to do the following events annually for our \$35,000.00.

Crab Feed (Feb.)  
Community Awards Banquet (March)  
Raisin Festival (May)  
Community Fireworks (July)  
Car Show (Sept.)  
Mayor's Prayer Breakfast (Sept. in connection with the Ministerial Assoc.)  
Touch A Truck (Oct. for our Special Needs community and care givers)  
Santa Arrival & Parade (Dec.)

We will continue to arrange eleven monthly mixers for our businesses (none scheduled for Dec.) and host Ribbon Cuttings as the need presents itself.

Workshops will be planned for our business community.

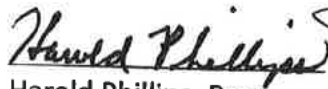
(559) 891-2235 Fax (559) 896-7075

chamberdirector@cityofselma.com www.cityofselma.com/chamber  
April 1, 2024 Council Packet


Of course we will continue to promote the City of Selma and assist businesses with marketing as we have since the Chamber's inception.

Should you have any questions please feel free to contact us.

Sincerely,



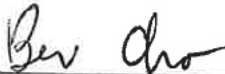
Harold Phillips, Pres.



Charlotte Tucker, Past Pres.



Karen Foster, Treas.



Bev Cho, Vice Pres.

Agenda Item A.  
**MINUTES**  
**SELMA CITY COUNCIL**  
**SPECIAL MEETING**  
**March 4, 2024**

Selma City Council Chambers  
1710 Tucker Street  
Selma, CA 93662

The special meeting of the Selma City Council was called to order at 4:30 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

**CAPITAL IMPROVEMENT PROGRAM (CIP) STUDY SESSION:** City Manager Santillan provided a Power Point presentation on the 10-year Capital Improvement Program (CIP). He discussed the initiatives, which were categorized under five project categories: Public Safety, Parks and Recreation, Streets & Infrastructure, Public Works/Maintenance, and Administration. The Public Safety Capital Projects include plans for police substations, fire station, police department parking lot fence, surveillance equipment, tasers, cell bright tower, and updated legislation requirements for portable radios. Council discussion included funding and timeline clarification, with City Manager Santillan discussing estimated timelines as proposed in the presentation and the goal to program these projects into the Development Impact Study, for impact fee funding. Deputy City Manager Keene also discussed exploring options such as developer credits for land dedication. Parks and Recreation initiatives were detailed, highlighting various park improvements and trail developments, with funding sources ranging from legislative appropriations, grants, and developer land dedication. Streets and Infrastructure, along with public works maintenance, were also outlined, emphasizing the need for appropriate funding mechanisms, including Community Facilities Districts (CFDs) for new developments. Administration priorities such as ADA Parking lot and a new city hall were mentioned for a total projected 10-year capital outlay of approximately \$151.2 million, with an average annual expenditure of \$15 million. City Manager Santillan advised that the future storm drain improvements are not included in the amounts. The importance of a transparent CIP process, aided by tools like the Street Management System and project dashboards, was underscored for effective resource allocation and community engagement.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 5:38 p.m.

Respectfully submitted,  
Reyna Rivera, City Clerk

Agenda Item A.  
**MINUTES**  
**SELMA CITY COUNCIL**  
**SPECIAL MEETING**  
**March 4, 2024**

Selma City Council Chambers  
1710 Tucker Street  
Selma, CA 93662

The special meeting of the Selma City Council was called to order at 5:39 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

**CLOSED SESSION:** Mayor Robertson recessed the meeting into Closed Session at 5:40 p.m. to discuss the following:

**Conference With Legal Counsel** – Existing Litigation Government Code Section 54956.9,  
Name of Case: Caglia Environmental v. City of Selma, Case No. 23CECG04734

**Conference With Legal Counsel** – Anticipated Litigation, Significant exposure to litigation pursuant to Government Code Section 54956.9(b): 1 case

Mayor Robertson reconvened the meeting from closed session at 6:12 p.m. City Attorney Crouch advised that there was no reportable action as a result of the Closed Session.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 6:13 p.m.

Respectfully submitted,  
Reyna Rivera, City Clerk

Agenda Item A.  
**MINUTES**  
**SELMA CITY COUNCIL**  
**REGULAR MEETING**  
**March 4, 2024**

Selma City Council Chambers  
1710 Tucker Street  
Selma, CA 93662

The regular meeting of the Selma City Council was called to order at 6:18 p.m. in the Council Chambers.

Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

**INVOCATION**: Pastor Efren Delgado of the Selma Church of God led the invocation.

**ORAL COMMUNICATIONS**: Public comment was received from Mr. Dwight Nelson, Mrs. Rose Gallardo Robertson, Ms. Parveen Sandhu, Ms. Carmen Hill, Mr. Stuart Skogland, and Ms. Stella Ramirez.

**CERTIFICATE OF RECOGNITION TO PETE ESRAELIAN**: Mayor Robertson recognized Pete Esraelian for serving as a Board of Trustee for the Consolidated Mosquito Abatement District for 38 years, representing the City of Selma. The Council thanked him for exhibiting a steadfast dedication to public health and the welfare of the residents of Selma.

**ROAD CONSTRUCTION PROJECT UPDATES FROM CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)**: Caltrans Public Information Officer Alex Aguilera conducted a PowerPoint presentation to provide updates on the State Route 99 Selma to Fowler Rehabilitation Project. He detailed the last phase of the project, which involves reopening the southbound onramps for both Route 43/Floral Avenue and 2<sup>nd</sup> Street, while closing the southbound off-ramp to Route 43/ Floral Avenue. A detour plan along Manning Avenue was outlined, with construction scheduled to begin on March 17, 2024, and last for approximately two months. Public comments were received from Mr. Dwight Nelson, and Mr. Jim Avalos. Mayor Robertson recognized the community's concerns and committed to ongoing communication with Caltrans to convey them effectively. Council member Mendoza-Navarro alerted to a pothole located near Selma. City Manager Santillan expressed gratitude to Caltrans for their increased communication with staff and their efforts in addressing issues through continued outreach initiatives.

**CONSENT CALENDAR**: Mayor Robertson requested to pull agenda item F for separate discussion. Council member Guerra motioned to approve the remainder of the Consent Calendar as written. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

A. Approved

**CONSIDERATION OF MINUTES OF THE FEBRUARY 5, 2024,  
COUNCIL MEETING**

- B. 2024-24R                    **CONSIDERATION OF A RESOLUTION ENTERING INTO A REVISED PROFESSIONAL SERVICES AGREEMENT WITH ROD CARSEY CONSULTING AND PLAN CHECK SERVICES FOR BUILDING PLAN CHECK SERVICES**
- C. 2024-25R                    **CONSIDERATION OF A RESOLUTION APPROVING A STANDARD EXHIBIT 10-R AGREEMENT WITH A&M ENGINEERING FOR SERVICES ASSOCIATED WITH THE TACTICAL URBANISM GRANT (SUSTAINABLE COMMUNITY COMPETITIVE GRANT PROGRAM)**
- D. 2024-26R                    **CONSIDERATION OF A RESOLUTION APPROVING A STANDARD AGREEMENT (EXHIBIT 10-R) WITH A&M ENGINEERING FOR SERVICES ASSOCIATED FOR THE ACTIVE TRANSPORTATION PLAN (ATP) AND CALIFORNIA GREEN (CAGREEN) GRANTS**
- E. 2024-27R                    **CONSIDERATION OF A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE FRESNO COUNCIL OF GOVERNMENTS (FRESNO COG) FOR THE MEASURE C – TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM CYCLE XII FOR THE IN-FILL TRANSIT HUB AND INFRASTRUCTURE AND INFRASTRUCTURE REVITALIZATION**
- F. Pulled                        **CHECK REGISTER DATED FEBRUARY 26, 2024**

Mayor Robertson pulled this item to address specific line items from the check register, related to animal shelter supplies. He inquired on the diversity of departments making these purchases and about the centralization of animal shelter costs for easier review by the council and the public. He also inquired on the purchase of microchips and the free clinics as they relate to the waiver process. City Manager Santillan explained that multiple individuals and departments that assisted in shelter operations, necessitating varied purchases. Additionally, plans were outlined to consolidate animal services costs under a dedicated department in future budget presentations, enhancing transparency. City Manager Santillan addressed the concerns about the provision of free microchips, emphasizing their cost-effectiveness in promoting public safety and reducing long-term shelter expenses. A motion was then made by Mayor Robertson and seconded by Council member Mendoza-Navarro to approve the CHECK REGISTER AS PRESENTED. The motion passed unanimously.

**CONSIDERATION OF A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT**

City Manager Santillan discussed the City's Fleet Division and retaining aging vehicles beyond their recommended lifespan, citing decreased resale value and heightened maintenance and safety concerns. To address this challenge, the city explored potential solutions with Enterprise Fleet Management, which presented a comprehensive plan aimed at acquiring and maintaining vehicles in a cost-effective manner. Enterprise Fleet Management Account Executive Gabe Perez, stepped

forward and presented a Power Point presentation highlighting the potential for significant savings of \$143,000 over a decade, emphasizing the importance of flexibility and efficient cost management strategies. Mr. Perez further discussed the proposal which involves a five-year replacement cycle, reducing operating costs, and generating capital from surplus vehicles. The proposal would include leasing 53 vehicles over five years, with maintenance covered by Enterprise. At this point in the meeting, there was much Council discussion regarding leveraging existing contracts to streamline the process and gain clarity on how beneficial the process operates. Clarification was also provided that there was no early termination fee. A motion was then made by Council member Mendoza-Navarro to ADOPT RESOLUTION NO. 2024-28R AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT. The motion was seconded by Council member Guerra and carried with the following vote:

AYES: Mendoza-Navarro, Guerra, Trujillo, Cho  
NOES: Robertson  
ABSENT: None  
ABSTAIN: None

### **CONSIDERATION OF A RESOLUTION APPROVING A CAPITAL IMPROVEMENT PROGRAM (CIP)**

City Manager Santillan discussed the study session that took place earlier in the day where City Staff and Council reviewed the proposed Capital Improvement Program (CIP). The program outlines the city's plans for capital projects and equipment purchases over the next decade, totaling approximately \$150 million. Funding sources for these projects will vary, and the city is actively seeking funding for immediate projects while also planning to establish an online dashboard for public tracking of project progress. Council commended staff for their work on the Capital Improvement Program (CIP) and expressed enthusiasm for the city's future. A motion was made by Council member Guerra to ADOPT RESOLUTION NO. 2024-29R APPROVING A 10-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP). Mayor Robertson suggested additions to the plan, such as incorporating a solar energy project and a larger regional park. Council member Mendoza expanded the discussion to include considerations for a sports complex and an expanded animal shelter. There was consensus among Council members to include these revisions in the CIP, emphasizing the importance of adaptability and community involvement in shaping the city's future. Council member Guerra amended her motion to ADOPT RESOLUTION NO. 2024-29R APPROVING A 10-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) WITH REVISIONS. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

### **PROPOSED SCHEDULE FOR CITY COUNCIL SPECIAL WORKSHOPS**

City Clerk Rivera reviewed efforts made in establishing meeting dates for the Joint SKF Workshop, Budget workshop, Zoning workshop, and Chamber workshop and due to conflicting schedules, suitable dates for the workshops have yet to be established. After Council discussion regarding calendar availability and location of meetings, Council Consensus was given for the Joint SKF Meeting to occur on March 26<sup>th</sup> 9am; the Zoning Workshop to occur on March 26<sup>th</sup>

11am; the Chamber Workshop on April 1<sup>st</sup> 4:00 p.m.; and the Budget Workshop on April 5<sup>th</sup> from 10am-Noon.

## **CONSIDERATION OF A RESOLUTION APPROVING USER FEES RELATING TO AMBULANCE SERVICES**

Fire Chief Webster discussed the Fire Department's Emergency Medical Services (EMS) Division analysis of user fees for ambulance services, which prompted engagement with Willdan Financial Services for a focused Ambulance Fee Study. The results of the study indicated that current fees only cover 50% of EMS division costs, necessitating fee amendments for sustainability. He reviewed the proposed fee adjustments with a recommended annual increase based on the Consumer Price Index (CPI), which aim to align charges with actual costs and local area providers' rates while minimizing financial impact on MediCal and Medicare beneficiaries. He also included that the City participates in the FireMed program which lessens the financial burden of individuals requiring emergency transport to an area hospital. Mayor Robertson opened the public hearing at 8:45 p.m. Public comments were received from Mr. Jim Avalos. There being no further comments, Mayor Robertson closed the public hearing at 8:48 p.m. A motion was made by Council member Mendoza-Navarro to ADOPT RESOLUTION NO. 2024-30R AMENDING THE SCHEDULE OF FEES AND CHARGES FOR AMBULANCE SERVICES. The motion was seconded by Mayor Pro Tem Cho and carried with the following vote:

AYES: Mendoza-Navarro, Cho, Trujillo  
NOES: Guerra, Robertson  
ABSENT: None  
ABSTAIN: None

**FUTURE AGENDA ITEMS:** Mayor Pro Tem Cho proposed adding a future agenda item to review business license fees for small businesses, which received consensus from the Council.

**DEPARTMENTAL UPDATES:** City Manager Santillan announced an upcoming staff appreciation and internal staff development day resulting in City Hall closure for half of the day. Updates were also provided on the Finance Director recruitment.

Deputy City Manager Keene detailed recent meetings with the Environmental Protection Agency and Toxic Substance Control concerning the utility poll facility, primarily impacting County residents, and with ESRI regarding additional mapping resources.

Fire Chief Webster expressed gratitude for the community's support during the memorial services for Firefighter Chris Nelson.

Administrative Services Director Venegas highlighted progress on the Office 365 Transition.

City Clerk Rivera reported on Selma's Voting Center for the Primary Elections along with hours of operation.

Public Works Director Honn reviewed the storm drain infrastructure cleaning project, discussed emergency repair efforts to address a sinkhole, and provided updates on the Requests for Proposals pertaining to the Salazar Center, Senior Center, and Brentlinger Projects.

Police Chief Alcaraz provided updates on recent crime incidents and shared February's Animal Services statistics.



**COUNCIL REPORTS:** Council Member Trujillo shared his participation in a Southeast Regional Solid Waste Commission meeting. He expressed appreciation to the Chamber of Commerce for organizing the annual Crab Feed event and acknowledged the diligent efforts of staff throughout the rainy season and on the Capital Improvement Program. Council member Trujillo also announced the recognition of a constituent as the employee of the year for the City of Fresno and requested consensus from the City Council to honor him at an upcoming meeting. Council agreed to reopen Future Agenda Items and provided consensus for the recognition at an upcoming meeting agenda.

Council member Mendoza-Navarro reported on attending the services for Firefighter Chris Nelson. She also reported on participating in the Read Across America project at Indianola School. Additionally, she informed Council that she will be participating in the next meeting remotely due to her attendance at a housing conference.

Council member Guerra reported on attending the services for Firefighter Chris Nelson, and volunteering at Christian Café in his honor. She requested updates regarding the Golden State Corridor Project and the new gas stations near the freeways, to which Deputy City Manager Keene provided construction updates for both projects.

Mayor Pro Tem Cho reported on attending the services for Firefighter Chris Nelson and the Chamber Crab Feed. She also discussed the upcoming Chamber Awards dinner.

Mayor Robertson reported on attending the following: services for Firefighter Chris Nelson, volunteering at Christian Café, a recent Selma Cemetery District Board meeting, meeting with California Water Service, meeting with a citizen to discuss ethnicity, meeting with a developer interested in the Stillman Corridor development, attending a Fresno Council of Government (COG) meeting, an FCRTA meeting, meeting with COG Interim Director Robert Fitts, and participating in the Read Across America project at Indianola School.

**ADJOURNMENT:** There being no further business, Mayor Robertson adjourned the meeting at 9:36 p.m.

Respectfully submitted, Reyna Rivera, City Clerk

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

**April 1, 2024**

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**ITEM NO:** B.

**SUBJECT:** Consideration of a Resolution Awarding Employee Health Insurance and Benefits Broker Agreement to Burnham Benefits Insurance Services, LLC

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**BACKGROUND:** In September 2023, the Selma City Council approved the termination of healthcare benefits provided through CalPERS, choosing instead to adopt a self-funded option for healthcare benefits. An Employee Health Insurance and Benefits Broker was not required while with CalPERS, as CalPERS provided benefits with fixed premiums. A self-funded option allows flexibility of plan options and premiums, thus making it advisable to contract with an Employee Health Insurance and Benefits Broker to assist the City in navigating all of the self-funded options available to the City and ultimately making the most beneficial selection for City employees.

**DISCUSSION:** City staff initiated a Request for Proposal (RFP) process to contract for an Employee Health Insurance and Benefits Broker. The RFP was made initially available on the City website on February 15, 2024. Additionally, it was directly sent to qualified firms that have provided similar services to agencies within the region.

The deadline for submitting proposals under the RFP was March 14, 2024. The City received a total of three proposals. These proposals underwent evaluation by a committee where members convened and compared the three proposals in accordance with the grading criteria identified in the RFP.

After consideration by the Employee Health Insurance and Benefits Broker Committee, it is recommended that the City Council award the Professional Services Agreement to be the Employee Health Insurance and Benefits Broker to Burnham Benefits Insurance Services, LLC.

**FISCAL IMPACT:** There are no additional monthly or annual fees to be paid directly by the City. Compensation will be paid in the current commission structure, as fees are built into the carrier rates. The total amount of compensation via commission is \$60,000 per year.

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**RECOMMENDATION** It is recommended that the City Council approve the Resolution awarding the Professional Services Agreement to be the Employee Health Insurance and Benefits Broker to Burnham Benefits Insurance Services, LLC.

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\_\_\_\_\_/s/  
Janie Venegas  
Administrative Services Director

\_\_\_\_\_  
March 25, 2024  
Date

\_\_\_\_\_/s/  
Fernando Santillan  
City Manager

\_\_\_\_\_  
March 25, 2024  
Date

**RESOLUTION NO. 2024 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT AND  
AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT WITH BURNHAM  
BENEFITS INSURANCE SERVICES, LLC FOR THE PURPOSE OF BECOMING THE  
CITY OF SELMA EMPLOYEE HEALTH INSURANCE AND BENEFITS BROKER**

**WHEREAS**, the City of Selma is authorizing the City Manager to execute a Professional Services Agreement (Agreement) with Burnham Benefits Insurance Services, LLC for the purpose of becoming the City of Selma Employee Health Insurance and Benefits Broker; and

**WHEREAS**, there are no additional monthly or annual fees to be paid directly to the City; Compensation will be paid in the current commission structure, as fees are built into the carrier rates; The total amount of compensation via commission is \$60,000 per year.

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

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

**Section 2.** The work performed will be consistent with the work details listed in the proposal provided by Burnham Benefits titled “City of Selma Request for Proposal for Employee Health Insurance and Benefits Broker Prepared by Burnham Benefits Insurance Services, LLC” dated March 14, 2024.

**Section 3.** Authorize the City Manager to execute contract documents.

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

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

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of April 2024, by the following vote:

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

(Signatures on following page)

ATTEST:

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Scott Robertson  
Mayor

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Reyna Rivera  
City Clerk



## City of Selma

Request for Proposal for Employee Health  
Insurance and Benefit Broker Services

Prepared by:  
**Burnham Benefits  
Insurance Services, LLC**

7676 N. Palm Ave., Suite 106  
Fresno, CA, 93711  
CA License # 0D86695

**LeRoy Tucker**  
Senior Vice President

**Jennifer Vincent**  
Senior Client Manager

**March 14, 2024**



March 14, 2024

Janie Venegas, Administrative Services Director  
City of Selma  
1710 Tucker Street  
Selma, CA 93662

RE: Employee Health Insurance and Benefit Broker Services

Dear Janie,

Thank you for allowing Burnham the opportunity to respond to the City of Selma's Request for Proposal for Employee Health Insurance and Benefit Broker Services. Enclosed in our response is a detailed description of our firm, the team that will work with the City directly, our account management approach and unique offerings, strategic partnerships, and sample work products.

Burnham is heavily invested in the public sector. We support more than 115 public clients throughout California, representing nearly 175,000 employees. Our response highlights our expertise, capabilities, client references, and strategic approach.

Burnham has vast experience working with public agencies that are exploring creative ways to stem costs. Our evaluation process considers timing, financial impacts (immediate and future), member engagement, communications, and more. Burnham views itself as a trusted partner to our clients with data-driven strategic engagement. We help clients create and implement benefit strategies designed to control costs, grow participation, and incent members toward better health and well-being. Burnham is the right partner to steward the City through this evaluation and decision process.

Based on our team's background, experience, and knowledge of the City thus far, we believe we are the consultants with the right skills and services to help the City achieve its goals. These skills and services include:

- Sophisticated underwriting and actuarial skills and tools to understand and control claims exposure
- Strong negotiating skills to ensure the most competitive pricing for the City's fixed costs
- ACA compliance expertise, analytics and support
- Compliance resources to help navigate the ever-changing and highly-regulated benefits environment
- Member communications designed to boost member engagement
- Technology resources to help the City evaluate, procure, implement and maintain benefits, and administrative products and systems
- Support to streamline day-to-day benefit plan administration

We invite and highly encourage the City to contact our provided client references. Please let us know if there is any additional information that can be provided to assist you in selecting Burnham as the City's exclusive employee benefits consultant. Thank you again for your consideration. We look forward to hearing from you.

Best regards,



LeRoy Tucker  
Senior Vice President

7676 N. Palm Ave., Suite 106, Fresno, CA, 93711  
p. 559 577 1373

burnhambenefits.com  
License No. 0D86695

2



**Table of Contents**

Questionnaire ..... 4

Appendix ..... 30





## Questionnaire

Firm name, address, and contact information.

Burnham Benefits Insurance Services, a BRP Partner  
7676 N. Palm Ave., Suite 106, Fresno, CA, 93711  
(559) 577-1372

LeRoy Tucker | Senior Vice President  
(559) 577-1373  
[leroy.tucker@burnhambenefits.com](mailto:leroy.tucker@burnhambenefits.com)

Telephone, facsimile, and Internet address.

**Corporate**

Phone: (949) 833-2983  
Fax: (949) 833 9549  
[www.burnhambenefits.com](http://www.burnhambenefits.com)

Type of firm: individual, partnership, corporation, subsidiary, or government entity.

Burnham operates as a Corporation under Baldwin Risk Partners.

Organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees.

Established in 1995 in Irvine, California, Burnham started as a privately owned business specializing in employee benefits consulting and brokerage. For a quarter of a century, it exclusively focused on benefits. Burnham has thoughtfully crafted in-house specialty practices, encompassing areas such as analytics and underwriting, compliance, communications, technology, wellness, pharmacy consulting, and voluntary benefits.

In January 2021, Burnham was acquired by Baldwin Risk Partners Group, Inc. (BRP), a publicly held company (NASDAQ: BRP), to drive continued growth and expand the breadth and depth of services. BRP's goal is to be a preeminent insurance advisory firm through strong relationships, exceptional colleagues, and operational evolution, as demonstrated by client adoption and loyalty. We are innovating the industry by taking a holistic and tailored approach to employee benefits and risk management insurance. Our growth path includes increased geographic representation across the U.S., expanded client value propositions and new lines of insurance to meet the needs of evolving lifestyles, healthcare funding, and business risks.

BRP started in 2011 with about \$5M in revenue, scaling to \$140M at our IPO in 2019—pushing almost \$1B in revenue as we closed 2022. This growth was achieved by acquisitions of premium independent brokers





# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

throughout the US. Through this aggregation it allows for increased market volume and leverage with our carrier partners. Additionally, the partnership enhances our national industry practices, bringing together some of the best and brightest talent in the industry in our respective industry groups. In 2023, BRP was ranked the #3 Fastest Growing Broker by Business Insurance. BRP is a destination employer supported by an award-winning culture, powered by exceptional people, and fueled by industry-leading growth and innovation.

## About the Burnham Region

Burnham has over 300 colleagues across Burnham Companies—165 colleagues dedicated to employee benefits solely. Across BRP there are 4,000 colleagues—550+ devoted to employee benefits.

## Burnham by the #s



## Geographic Footprint

### Burnham Locations

Burnham has nine offices throughout California which are located in:

- Fresno
- Los Angeles
- Lawndale
- Irvine
- Sacramento
- Pismo/San Luis Obispo
- Tustin
- San Diego
- San Dimas



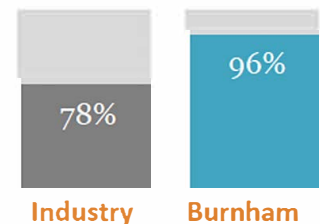
### BRP's National Presence

We are licensed to broker insurance in all 50 states. BRP has over 100 offices throughout the country. We enable our teams to operate at the highest efficiency and produce top-level results for our clients, regardless of where they are located across the country.

## Employee Retention

Burnham maintains an above-average employee retention rate of **96%** year over year.

### Employee Retention %



## A Great Place to Work

- "Best Place to Work in Insurance" (national recognition) | *Business Insurance Journal*
- "Best Place to Work" | *Orange County Business Journal*
- "Best Place to Work" | *Los Angeles Business Journal*





# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

Describe the ability of your firm to provide local service to sites/offices of the City of Selma.

Burnham's Fresno branch has a collective total of more than 90 years of experience, all gained and executed in California's Central Valley. Our local presence allows for an efficient, hands-on approach to customer service and benefits consulting with the City. Our Fresno location serves as the ideal hub to provide focused regional support to the City's population. As your broker, Burnham would attend and conduct in-person stewardship, claims experience and renewal meetings on a regular basis. Our Account Managers assist in performing annual Open Enrollment and employee education meetings as needed, also taking this opportunity to assist members face-to-face.

Names and titles of all principals/officers of the firm (name, title, phone number).

Baldwin Risk Partners is currently led by the following individuals:

Name	Title
Trevor Baldwin	Chief Executive Officer & Director
Dan Galbraith	President, BRP and CEO, Retail Brokerage Operations
Brad Hale	Chief Financial Officer
Seth Cohen	EVP, General Counsel & Secretary

List applicable certifications and licenses and the associated numbers.

Burnham Insurance License: # OD86695

Burnham confirms that all core team members maintain active Life & Health Insurance licenses. Actual certification can be provided upon request.

Number of years your firm has been providing health, dental, life and vision benefits services to municipalities.

Burnham's experience in the public sector began 17 years ago in 2007, with a K-12 school district in Santa Barbara County. Since then, Burnham invested in an internal Public Sector team of advisors that has proven to establish strong relationships with cities, counties, special districts and other public agencies.



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

List the municipalities your firm provided similar services for within the past three (3) years. Include the number of employees for each agency.

Burnham Benefits partners with 1,000+ clients, of which 115+ are public sector clients throughout California, representing nearly 200,000 public sector employees. This accounts for approximately 18% of the firm's total revenue.

Below is a link to our Public Entity client list. If the City selects Burnham as a finalist, we are happy to provide a more exhaustive list of references.

## APPENDIX: Public Entity Client List

Discuss your company's resources and activities as they relate to knowledge and understanding of our industry.

We possess a deep knowledge and understanding of the unique demands and needs of public entities. Burnham partners with 1,000+ clients, of which 115+ are public sector clients throughout California, representing nearly 200,000 public sector employees. This accounts for approximately 18% of the firm's total revenue.

Please watch this brief [testimonial video](https://vimeo.com/482871858) of our valued public entity clients discussing why they chose Burnham and how they feel we are different. (<https://vimeo.com/482871858>)

A sampling of our other Central California public agencies includes City of Hanford, City of Tulare, County of Kings, Hanford Joint Union High School District. We consult on the active and retiree populations for these entities. In addition, we are very familiar with working with cities that offer their medical programs through CalPERS and facilitating and sharing the information with Benefit Committees and employees—ensuring your programs are prepared for Open Enrollment.

Burnham will stand out as a benefits consultant in the following areas:

- We are an objective consulting firm that doesn't try to sell clients any proprietary products, pools, or services. Nor are we compensated in any way by the pools for actuarial, marketing, underwriting, administrative, or other services provided. We pick best-fit vendors and carriers for our clients. We are an all-in model—no separate invoices for communications, legal, and wellness consulting.
- Extensive experience working with and presenting to bargaining units, benefit committees, and advisory committees
- Burnham has assisted many public entities in evaluating CalPERS as well as non-CalPERS pool options with a timeline and transition plan
  - We are experienced working with other cities and counties in plan analysis, financial costs, and deliverable timelines when evaluating an entry or departure from CalPERS
- Recognized presence in the public sector space including representation at industry conferences and seminars



## Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

Burnham excels in the public sector as we understand the unique needs and concerns cities and counties must manage through their employee benefits programs. A few recent noteworthy successes include the following:

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### Southern CA City

- Took over from prior broker and performed rate validation on all renewals
- Obtained rate relief from medical, dental, and life/disability vendors
  - Including Kaiser
  - Reduction on plans in multi-year guarantees with extended guarantee period
- **Annual savings amounted to \$250,000**

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### College District

- Performed full benefits marketing
- Conducted rigorous analysis of the cost and benefits of the options presented
- Educated insurance committee, management, Board of Trustees through various meetings and presentations
- Supported through transition process, anticipating needs and preparing the client in advance
- **Projected savings in year one is \$10million+**

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### County

- Performed full marketing as programs hadn't been out to bid in five years
  - Utilized marketing leverage and knowledge of industry-standard programs to negotiate more favorable renewal positions
  - Introduced Kaiser to address employee desires
  - Enhanced dental program with multi-year rate caps
  - Added life insurance coverage for a portion of the population who hadn't received it historically and negotiated multi-year rate caps and guarantees
  - **Final renewal action was rated reduction of 2% with plan design enhancements resulting in savings of \$500,000**
-



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

Describe the responsibility, experience and qualifications of the individual(s) who would comprise the service team.

## The City's Burnham Benefits Support Team



**LeRoy Tucker**  
Senior Vice President  
Fresno, CA

In Industry | Sept. 1975  
At Burnham | May 2019

### Strategic/ Executive Leadership

#### The City's Core Team Member

- LeRoy serves as a strategic advisor to his clients
- Has in-depth knowledge of alternative funding methods, including self-insurance, captive arrangements, reference-based pricing, and onsite (or nearsite) clinics and health centers
- Involved in all aspects of the clients' renewal process ranging from aggressively negotiating the most financially competitive benefits package to identifying, recommending, and implementing efficient solutions to achieve client objectives
- Specializes in public sector organizations, having worked with both cities and counties throughout California for over 40 years
- Vast experience presenting to bargaining units and benefit committees
- Cities and counties consulting experience ranges in size from 200 to 20,000 employees with a focus on groups the size of the City
- Prides himself on his ability to advocate on his client's behalf
- Role includes:
  - Vendor management, data analysis and integration, identification of program cost drivers and trends, and comprehensive project management support



**Jennifer Vincent**  
Senior Account Manager  
Fresno, CA

In Industry | July 1998  
At Burnham | June 2019

### Service Leadership

#### The City's Core Team Member

Jennifer is responsible for the City's day-to-day service needs, including contract and policy review, problem-solving and conflict resolution, coordination of open enrollment, and employee communications.

- Over 20 years of industry experience
- Solid background of technical benefits experience, client management skills, and enthusiasm for both the benefits industry and the teamwork that Burnham cultivates as part of its culture
- Excellent customer service and consultative support with a passion for establishing valuable, long-lasting relationships with clients
- Knows the industry and works tirelessly to ensure her clients have what they need to be successful
- Resides in Dos Palos, California and enjoys sports, reading, and hanging out with her family



# Burnham Benefits' Response to **City of Selma** Request for Proposal for Employee Health Insurance and Benefit Broker

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**Ashley Oana**  
Account Executive  
Fresno, CA

In Industry | **April 2011**  
At Burnham | **May 2019**

## Service Support

### The City's Core Team Member

Ashley is responsible for the City's day-to-day service needs, including contract and policy review, problem-solving and conflict resolution, coordination of open enrollment, and employee communications. Ashley will also be the lead for the City Benefits Helpline.

- Over nine years of industry experience
- Solid background of technical benefits experience, client management skills, and enthusiasm for both the benefits industry and the teamwork that Burnham cultivates as part of its culture
- Excellent customer service and consultative support with a passion for establishing valuable, long-lasting relationships with clients
- Aligned with Burnham, Ashley strongly believes in one basic fundamental: to do what is right for our clients
- Knows the industry and works tirelessly to ensure her clients have what they need to be successful
- Sees her role as more than providing benefits; it's building strategies for the future and setting clients up for success
- Lives in Fresno, California and enjoys fishing and collecting antiques



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

## The City's Burnham Benefits In-House Expertise



Richard P. Asensio, JD,  
MBA

VP/Director of Compliance  
Los Angeles, CA

In Industry | May 1999  
At Burnham | Feb. 2013

### The City's Compliance Consultant

- Primary responsibilities include delivering health and welfare benefit consulting services to Burnham's clients
- Consults with clients regarding various health and welfare compliance issues regarding eligibility and plan administration, including implementing the provisions of health care reform (ACA) and nondiscrimination testing
- Monitors and analyzes new / ongoing federal and state legislation
- Reviews employee benefit communication and enrollment materials, benefits descriptions and SPDs
- Drafts various health and welfare plan documents
- Coordinates benefit-related filings with government agencies
- Performs in-depth legal research and analyses of complex federal tax and ERISA matters
- Helps clients choose appropriate strategic options and safely navigates increasingly complicated compliance requirements
- Responsible for the content and delivery of Burnham's legislative and compliance webinars
- More than 19 years of experience consulting on both qualified and non-qualified plan compliance issues, as well as extensive knowledge of state and federal requirements that impact employee benefit plans
- Previously worked for Aon Hewitt Consulting, Arthur Anderson and Fidelity Federal Bank
- Areas of special expertise include IRS, ERISA, COBRA and HIPAA compliance, healthcare reform (ACA) implementation, and document and operational compliance reviews of retirement and health and welfare plans
- Juris Doctorate from the University of San Diego
- MBA from Babson College in Wellesley, MA
- Member of the State of California Bar



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker



Luis Milla

Director of Risk  
Management Services  
Irvine, CA

In Industry | July 1995  
At Burnham | Jan. 2018

## The City's Financial Consultant

- Thought leader and strategist for Burnham's growing national accounts
- Has the perspective of both the carrier and employer side as a former underwriter at CIGNA
  - The value of having the inside perspective provides the team tools to negotiate and design valuable programs at optimal costs
- Provides a measured approach to consider financials, compliance and benchmarking for best-in-class solutions
- Healthcare Reform Team Lead
- Secures emerging analytic tools
- Facilitates innovation and contributes to the high-quality benefits consulting clients expect
- Strategizes with Burnham clients in a consultative and imaginative manner
  - Ensures employers have access to resources and information they need to feel comfortable with the direction of their benefits package
- Involved in:
  - Health care reform modeling, benefit planning for renewals, marketing and benchmarking analysis, carrier exhibit evaluation, and strategizing with clients on their long-term benefit goals and objectives
- Bachelor of Arts with honors in Economics with a minor in Applied Mathematics from the University of California, Irvine
- Bilingual in Spanish



Caitlin Far

Regional Director of  
Communications  
Larkspur, CA

In Industry | Sept. 1993  
At Burnham | April 2013

## The City's Communications Consultant

- Guides the development and implementation of branded employee communications
- 30+ years in the employee benefits industry
  - Possesses rare understanding of how clients must position their benefit communications to employees to maximize employer ROI on benefits investment
- Strategic thinking and ability to galvanize a team is integral in bringing highly effective deliverables
- Guides the development and implementation of branded employee communications and B2B marketing and directs marketing collateral development and sales proposals
- Works closely with her team to develop innovative new tools and approaches to support Burnham client
- Previously rose through the ranks at Gallagher Benefit Services in Larkspur, CA, where she worked as a senior communications consultant





# Burnham Benefits' Response to **City of Selma** Request for Proposal for Employee Health Insurance and Benefit Broker



**Jonathan Briggs**  
Senior Benefits  
Technology Specialist  
Irvine, CA

In Industry | **Feb. 2014**  
At Burnham | **March 2021**

## The City's Technology Consultant

- A benefits professional with an early adapter mindset who loves technology
- Leads Burnham's Benefits Technology team
- Extensive history as a business owner with a background also supporting large and small companies
  - Provides unique insight when consulting with clients to find the best benefits technology solution for their diverse workplace needs
- Helps support clients day-to-day with benefits technology and seamlessly works to build and renew benefits sites during the open enrollment season
- Combines knowledge of technology and benefits to manage integrations and data transfers from any platform to another
- Implements solutions to troubleshoot benefits technology issues, ensuring issues are resolved immediately
- Organizes and maintains vendor partnerships to ensure high-quality products and services
- Stays up to date on current trends and changes in the benefits and technology world
- Bachelor of Arts from the University of California, Los Angeles



**Whitney Ehret**  
Director, Voluntary  
Benefits  
Irvine, CA

In Industry | **April 2011**  
At Burnham | **Jan. 2017**

## The City's Voluntary Benefits Consultant

As medical cost trends continue to increase for both employers and employees, implementing the right voluntary benefits strategy can increase financial stability, employee well-being, and workforce loyalty.

- Assists teams with day-to-day account management duties:
  - The marketing, sale, and implementation of voluntary benefit plans
- Creates the right voluntary benefits strategy for clients and pairs the product solution with optimal enrollment and technology solutions
- Background in Human Resources
  - Provides a unique perspective when evaluating and understanding client needs



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

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Julie Johnson

Wellness Consultant

Irvine, CA

In Industry | Sept. 2000

At Burnham | July 2017

## The City's Wellness Consultant

- 24 years of industry experience with a combination of:
    - Benefits administration
    - Health and wellness consulting
    - Managing wellness programs for a large, national, multi-state organization
  - Well-equipped to address challenges employers face with workplace wellness programs including:
    - Multiple locations
    - Technology challenges
    - A diverse workforce—generational, knowledge of technology, education and salary levels
  - Strategically aligns wellness programs with vendor selection/management, creative incentive designs and communications to:
    - 1) increase engagement to maintain a healthy and productive workforce, and
    - 2) create a desirable program for recruitment/retention.
  - Bachelor of Arts in Economics from the University of California, Irvine
-



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

Describe the firm's philosophy for servicing an account and commitment to customer service and quality assurance.

## Burnham Customer Service

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### Metrics and Accountability

Accountability is critical to Burnham's overall service philosophy. Burnham measures the service team on key performance indicators, such as employee advocacy and resolution, quality work product, new carrier implementations, and client response time. We use these metrics to ensure our teams are staffed appropriately and that there is opportunity for training and development for our team members.

### Approach

Your dedicated Burnham teams act as an extension of your HR team. While there are a host of behind-the-scenes Burnham team members acting on our clients' behalf, a single primary contact handles the day-to-day questions that arise, including:

- Communications
- Document review
- Member claim inquiry
- ACA questions
- Policy/plan design interpretation
- Vendor management

Burnham's goal is to provide exceptional customer service with every interaction that clients have with our office. Phone calls and e-mails are returned promptly with clear and concise responses. We follow up meetings with notes to ensure everyone stays on track and accountable for their tasks. In addition to regularly scheduled check-in meetings, the team deploys an annual client satisfaction survey to ensure Burnham is meeting and exceeding the clients' expectations.

### Service Pledge

Burnham commits to extraordinary program performance and continuous improvement year after year. We are an established industry leader offering proven solutions, flexibility, and personal service. Most importantly, it's the people that make Burnham the preferred benefits partner for so many companies. All Burnham staff works as a team to always do what's right for clients and their employees.

For everything related to the City's benefits, the City can rely on Burnham.

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# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

Describe the firm's resources or methods to provide education on best practices, trends or hot topics.

## Employer Education and Marketplace Trends

Burnham provides over 300 on-demand courses for both management and employees through our partnership with Mineral and Zywave Client Portal. Popular subject categories include Employment, Workplace Safety, Environmental Compliance, Unlawful Harassment Prevention, Customer Service, and Wellness.

We also provide monthly webinars, regular legislative updates, and on-site education for your staff and leadership. We will provide executive education sessions, management meetings, and town hall meetings for various updates on healthcare trends, reforms, and updates. We also find that targeting certain topics for either your benefit committee or union representatives can improve relations between management and the various stakeholders. This approach allows for a cohesive message and a better understanding of why specific recommendations are made during the renewal process.

During our review of trends, we will identify and recommend contemporary products, goods and/or services to ensure a fiscally balanced and culturally fit comprehensive and complementary plan design.

## Mineral and Zywave Client Portal

Comprehensive HR consulting resources, hotline and unlimited online training with access to HR advisors, documents, tools, templates and checklists, HR training, research on complex issues, compliance alerts, webinars and whitepapers (including mandatory sexual harassment training)



### HR Hotline & Advisors

- Live calls with advisors
- Senior level experienced HR professionals with PHR® and SPHR® designations



### HR Online Library

- Interactive guidance & resources
- Downloadable content
- Employment law per state
- Community forum
- Leave of absence management



### Training for HR, Staff & Employees

- Professionally produced videos
- Sexual harassment training
- Safety & OSHA
- Environmental compliance
- Wellness



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

Describe the organization's legal research capabilities and how you communicate legislative updates to your clients.

## Baldwin Regulatory Compliance Collaborative (BRCC)

The Baldwin Regulatory Compliance Collaborative (BRCC) is a national network of compliance consultants and specialty operations centers, dedicated to enhancing clients' compliance assurance activities. BRP adopts a regional approach for staffing the BRCC nationwide—it consists of Compliance Directors who are typically attorneys, and associate directors who include attorney and paralegal-level support. They handle client concerns and oversee the operations of our national specialty operations centers focused on compliance. Currently, our team consists of eight compliance professionals.

Clients benefit from monthly professional education opportunities provided by the Baldwin Professional Education Connection. This includes live webcast presentations focusing on state and local mandates and regulatory issues. Participation in these activities is free for clients, and they can earn professional continuing education credit from SHRM or HRCI.

Clients also receive the Baldwin Bulletin, a monthly compliance publication that serves as a comprehensive resource for plan sponsors. It contains updates on regulations, legal news, and industry developments. Additionally, clients receive timely alerts for immediate coverage and analysis of special regulatory and legal events. Alerts supplement the monthly Bulletin.

There are no additional fees for access to the Compliance team for questions and small research projects. It is important to note that our Compliance team does not represent our client in legal matters; should a matter arise that requires legal representation, BRP Group can identify best-in-class attorneys with expertise in the matter at hand.

### UPCOMING WEBINARS

<b>Mar 27, 2024</b> 01:00 PM EST. BRP THE BALDWIN REGULATORY COMPLIANCE COLLABORATIVE	HEPAA 106: HIPAA Nondiscrimination for Description: Amid increasing healthcare cost
<b>Apr 24, 2024</b> 01:00 PM EST. BRP THE BALDWIN REGULATORY COMPLIANCE COLLABORATIVE	Transparency 101: The Transparency Hour Description: The Consolidated Appropriation
<b>May 29, 2024</b> 01:00 PM EST. BRP THE BALDWIN REGULATORY COMPLIANCE COLLABORATIVE	MHRAEA 103: The Employer's Mental Health Description: This discussion will review the

### PAST WEBINARS

<b>Feb 28, 2024</b> 01:00 PM EST. BRP THE BALDWIN REGULATORY COMPLIANCE COLLABORATIVE	USERRA 101: Understanding & Administering the Employer's USERRA Obligations Description: The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects service members
<b>Jan 31, 2024</b> 01:00 PM EST. BRP THE BALDWIN REGULATORY COMPLIANCE COLLABORATIVE	ACA 102: Understanding and Administering the ACA Annual Employer Information Reporting Requirements Description: Consistent with the requirements of the Employer Shared Responsibility provisions of the Affordable...
<b>Dec 27, 2023</b> 01:00 PM EST. BRP THE BALDWIN REGULATORY COMPLIANCE COLLABORATIVE	Leave 102: Discover State and Local Worksite Requirements Description: A Baldwin Professional Education Connection Webcast. Speakers: Marie Smith (S) HR-Link Service Partners
<b>Nov 29, 2023</b> 01:00 PM EST. BRP THE BALDWIN REGULATORY COMPLIANCE COLLABORATIVE	ERISA 104: An Introduction to Cafeteria Plans and Account-based Products Description: A Baldwin Professional Education Connection Webcast. Speakers: Jason Sheffield (S) Stephanie Hall...
<b>Oct 25, 2023</b> 01:00 PM EST. BRP THE BALDWIN REGULATORY COMPLIANCE COLLABORATIVE	ADA 101: Key Facts & Employment-Related Provisions Description: A Baldwin Professional Education Connection Webcast. Speakers: Paul Van Brunt (S) Ca...



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

## Describe your underwriting resources, procedures and staff.

Burnham has a dedicated business unit (Risk Management Services or RMS) committed to data analytics which is staffed with experienced health underwriters. These individuals have a deep understanding of medical claim contracts, healthcare trends, and actuarial modeling, allowing them to provide a comprehensive analysis of claims data. They use Burnham Analytics, our healthcare analytics platform, to stratify population risk into meaningful categories, measure and forecast future risk, and estimate the future prevalence of large claims. Our data technology is powered in partnership with Cedar Gate (previously Deerwalk), a healthcare analytics platform that specializes in analyzing the cost, care quality and population risk factors for employer groups. Our underwriters are also trained on our actuarial tool, Claros Analytics, to determine the actuarial implications of benefit plan options and can model the cost impact of plan changes and employee plan migrations. Here's a summary of the tools we give them to aid them in their job.

### Burnham Analytics – Proactive Cost Avoidance

Burnham Analytics addresses this need with our proactive cost avoidance strategy, utilizing informatics and predictive analytics to anticipate challenges before they escalate. This approach moves away from relying solely on historical patterns and focuses on bending the cost curve through proactive risk management. By incorporating next-generation tools and systems, our seasoned underwriters effectively stratify risk and leverage their industry experience to deliver practical client solutions, positioning Burnham Analytics as a strategic advantage in the evolving healthcare landscape.

### Burnham Analytics – Review, Forecast, Prevent

The core (or essential) foundation of plan performance, utilization, and cost drivers is Burnham Analytics. We call it the “Macro” view – this is key to ensure we have a clear understanding of the risk profile. We can then drill down to a more “Micro” view to identify risk factors and develop action plans to improve future results.

- Align the population into risk categories (risk stratification) to see how chronic health conditions are driving cost
- Forecast risk such as the probability of an emergency room and/or hospital inpatient visit
- Estimate future large claims and their impact on overall plan results—large claims are the main driver of plan performance, so having this capability is considerable in developing proactive strategies (cost avoidance)
- Identify care gaps with early identification measures through quality metrics reporting

With Burnham’s data mining capabilities, we can analyze the utilization patterns of members to determine where potential issues may exist and formulate benefit or communication strategies to mitigate cost.

### For Example

- We recently had a client where the high-level utilization reports reflected increased Emergency Room costs.
- **With our data mining**, we were able to delve into the actual utilization to determine:
  - When employees were accessing the emergency room
  - What types of conditions they were being seen for
  - What facilities they were utilizing



## Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

- In this particular instance, the high emergency room costs were not being generated by inappropriate use of the emergency room, but rather by one individual who experienced a major health condition.

### *Strategic Takeaways:*

- Had we not been able to analyze the data behind the numbers, we may have spent time and resources addressing a problem that didn't exist.
- On the other hand, if we had determined that employees were utilizing the emergency room for items that could have been addressed in an urgent care setting, we could have:
  - Developed an education campaign for employees about the use of urgent care
  - Developed an education campaign about the location of urgent care facilities
  - Modified the plan design to further incentivize members to use urgent care facilities

Overall, our healthcare analytics platform specializes in analyzing the cost, care quality, and population risk factors for employer groups, and our RMS team specializes in interpreting and using this data to manage risk and have a positive impact on future employer plan trend/spend. We do this by identifying areas of opportunity and recommending specialty vendors/solutions based on what we see in the data. But first, we take inventory of all programs currently offered to employees and evaluate the engagement and impact of these programs.

### **Actuarial Models – Evaluating Options**

Our team of seasoned underwriters and actuaries leverage tools and technology to effectively price and manage risk inside client's health and welfare programs.

Burnham partners with an actuarial firm that specializes in building rating models called Claros Analytics, an innovative firm that focuses on developing innovative actuarial applications for modeling and pricing risk for healthcare services.

The Claros dataset is highly credible with more than 10 million lives and more than \$100 billion in claims running through the models.

### *Key highlights and value features include:*

- Determine the actuarial plan value of your benefit plan options, including how changes will impact plan usage
- Development of client-specific manual rates to compare/contrast to the carrier marketplace
- Outlining insurance stop loss levels to help employers with the risk/reward of various deductible levels
- Illustrate the cost-benefit dynamics for a group moving from fully insured to self-insured funding, including reports on the relative differences in expected return and capital at risk
- Model cost impact of employee plan migration through predictive outcomes





# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

## Describe your renewal process and timelines.

We design the annual renewal process working in concert with the City's team and incorporating all relevant deadlines. Burnham takes a comprehensive approach when working on the City's renewals—we start with a strategic conversation around overall strategy desired for the upcoming plan year and for future years. We make it a priority to have a firm grasp on the direction of the City's company vision, objectives, values, and desires, as well as the ability to evolve employee benefits offerings within the changing environment. These conversations, along with the firm's understanding of legislative requirements and industry trends, contribute to a well-planned renewal and long-term strategy.

### Renewal and Negotiation Process

#### Timeline

Burnham uses our annual timeline / work plan to ensure appropriate key milestones are being met, including providing budget estimates and cost projections, finalizing funding rates and employee contributions, and producing customized communications for open enrollment.

#### Strategy, Cost Control and Pre-Renewal Planning

Burnham's approach for the renewal process, inclusive of cost containment metrics, is outlined below:

- Request renewals from respective carriers based on the established timelines for budgets and open enrollment
- Analyze budget, claim cost, employee contribution and enrollment migration trends before carrier / vendor renewal receipt
- Coordinate all plan design changes and underwriting requests to carriers / vendors
- Analyze, validate and negotiate carrier / vendor renewal terms
- Go to market if necessary
- Provide in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable annual renewal options
- Perform discount analysis / network repricing
- Perform network disruption analysis
- Secure performance-guarantee metrics with the carriers / vendors
- Negotiate wellness budgets / programs
- Model employee / employer contribution scenarios and finalize employee / employer contribution strategies
- Develop and document next year's budget and premium rates by plan and total, including development of funding rates and contribution modeling
- Perform actuarial review and certification of IBNR (reserves), as well as funding rates

#### Negotiation Process

Burnham's underwriting models capture and track the major components of a health plan. These items include:

- Evaluating capitation increases from year to year
- Ensuring pooling charges are adequately priced
- Determining that proposed retention fees are within acceptable ranges and that ACA fees (if applicable) are adequate
- Verifying plan design factors
- Noting demographic changes





# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

- Evaluating current claim performance against historical claim perspectives
- Accurately estimating overall multi-year profitability

We utilize this data to assess the current plan performance, to then derive an appropriate renewal percent increase that will sustain the plan. Burnham negotiates with the incumbent carrier to satisfy the City's needs and achieve the appropriate price.

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## Marketing Process

When a marketing is determined to be needed, whether due to service issues or for a market check, we will place the line of coverage in the marketplace to ascertain the true market value. We start by crafting a detailed request for proposal (RFP) and present the City's company and data in the marketplace that will uphold the City's brand. During this process, Burnham pays close attention to explain company culture and history, and outlines requests clearly and concisely. We are strategic in the markets we approach and the items we request. This cultivates positive relationships with Burnham's carrier / vendor partners as they see RFP responses from Burnham as viable opportunities. When all marketing results are received, analyzed and finalized, we utilize these results as market leverage to further the negotiation process. Burnham believes this process is fair to all parties involved and is well respected with carrier partners, while providing a valuable service to the City.

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## Vendor Selection

We have a vigorous vendor selection process and have developed a proprietary vendor scorecard to assist the City in selecting the appropriate carrier partner. As each line of coverage is unique, the scorecard is made custom to the product/program and desired outcome. Burnham assigns credibility weightings for major categories such as quoted price, carrier/vendor financial viability, account management, implementation, underwriting methodology, reporting capabilities, claim management and escalation, performance guarantees, etc. A score is placed in each category to reach an overall carrier/vendor score and provide a holistic recommendation. This scorecard is a one-page executive summary that is easily understood. This allows Burnham to provide a ranking system based on all services provided rather than price, making our clients informed buyers.

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## Implementation

Upon the City's final vendor decisions, Burnham becomes the project manager for the implementation of new carriers and/or plan(s). We create and manage a log that we review with the carrier(s) and the City on a weekly basis, tracking carrier progress and addressing concerns that may arise. We track and follow implementation from start to finish, leveraging our marketplace relationships to manage the carrier(s) to have plan(s) bill and claim ready prior to the City's effective date. Burnham remains part of the post-implementation as well, assisting with audits, enrollment clean-ups, etc. We truly are a part of the internal team at the City and strive to take ownership of the implementation process to allow the City team to focus on internal preparations and ongoing projects.

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## APPENDIX: Strategic Timeline Sample



## Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

Describe resources offered, if any, to assist with the administration of a benefits program (i.e. on-line benefits enrollment and management, COBRA administration, flexible spending account administration).

Burnham's support with benefit administration systems differentiates us from competitors—we understand how important this piece is to our clients, especially considering the increased overlap of employee benefits management and HCM administration systems.

Helping you manage your current system whether that is EDI file feeds, open enrollment updates, discrepancy reporting management, and the like, sometimes clients have the need to reevaluate their HCM and technology partnerships. Assisting clients in this way has become a central part of Burnham's client philosophy and why we think it is vital to offer HCM consulting as a value-added resource to our clients.

***Burnham includes technology consulting as part of its core service. Additionally, we can often negotiate technology stipends with the vendor partners to help offset the costs of benefit administration systems.***

- 
- Step 1**     **Engage subject matter experts.** Burnham has internal technology consultants as well as access to outside consultants that specialize in human capital technology vendor analysis.
- 
- Step 2**     **Perform needs analysis.** Burnham conducts an initial needs analysis call to learn the current technology environment, including the existing payroll, HRIS, etc. At this time, we will review goals, project scope and unique needs on the current enrollment method, ancillary systems (i.e., HRIS & Payroll), and overall goals and/or unique needs.
- 
- Step 3**     **Present client with recommended vendors based on the needs and project scope from the initial needs analysis call of top recommended systems.**
- In the case of an HCM discovery, we take it one step further when we vet the initially recommended vendors to ensure the client's system requirements are met and whether it is internal or a 3rd party.
- 
- Step 4**     **Set up demos with top three to four vendors for client to see the system.**  
Depending on the size of group and vendors using – a discovery call (30-45 min) is required with the vendor and the client before demos can be done and proposal released.
- 
- Step 5**     **Have post-demo review meeting with client to understand their feedback and narrow down to finalists.**
- 
- Step 6**     **Have vendors provide formal quote and sample contract for client to review.**
- 
- Step 7**     **Have vendors provide detailed implementation timeline with service guarantees in place.**
- 
- Step 8**     **Select chosen vendor.**
-



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

Describe your firm's capabilities with regard to communication. Include ongoing employee communication/open enrollment and web-based communications.



## AWARD-WINNING CLIENT COMMUNICATIONS

Burnham's in-house Communication and Marketing team have been recognized year over year for their award-winning client communications.

### Develop a Targeted Strategy

Effective communications strategies come from an in-depth understanding of our clients and their communications needs. We start the process by looking at items such as:

- Relevant employee population traits, including generalized diversity levels (age, gender, race), education, pay ranges
- Communications media preferences (i.e., online, paper, social media, email, mail at home, etc.)
- Any benefits or advantageous pricing for employees that an employer would like to communicate
- Current employee appreciation and utilization of benefits
- Organization's culture and morale
- Branding requirements
- Benefits-related issues an employer would like to address
- Ratio of onsite workers to remote workers (if applicable)
- Benefits program details

### COMMUNICATION SERVICES OFFERED

- Benefits Communication Strategy
- Benefits Program Brand Identity
- Open Enrollment Employee Announcements
- Employee Benefits Guide
- Open Enrollment Action Guide
- Annual Notices
- Open Enrollment Presentations
- Educational Videos
- Carrier Contact Wallet Cards
- Flipbooks
- New Hire / Recruiting Guides
- Flyers, Posters, Postcards
- Employee Survey
- Ongoing Benefits Education
- Custom Email Campaigns
- Newsletters
- Personalized Benefits / Total Compensation and Retirement Income Statements
- Text Messaging



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

## Employee Communication – Engagement Resources

Burnham recognizes that the process of educating and enrolling employees must be efficient. As part of Burnham's standard services, we can provide a full array of employee communications including:

### ONLINE EMPLOYEE BENEFITS BASICS

- Burnham provides short, entertaining, easy-to-understand educational videos to help employees better understand how benefits work. [Sample Here](#)



### ONLINE EMPLOYEE EDUCATION

Burnham also leverages technology to address education through:

- Decision Tools** offers advice regarding benefit plan options
- Virtual Benefit Guides** ([Sample Here](#)) live links to provider networks, carrier websites, and educational resources
- Online benefits presentation** ([Sample Here](#)) interactive tool for onboarding new hires and open enrollment. Allows employees access to pertinent information throughout the year, at home or at work, at a time that works best for them. Clients find this tool valuable because it reduces onboarding time while also providing a clear and consistent message.

#### Eligibility

##### New Hire

- First of the month following 60 days from date of hire
- Full-time employee working at least 30 hours per week

##### Eligible Dependents

- Legally married spouse
- Dependent children under age 26
- Domestic partners

##### Qualifying Events

- Marriage, divorce, legal separation or annulment
- Birth or adoption of a child
- A qualified medical child support order
- Death of a spouse or child
- Loss of coverage from another health plan

Notify HR within 30 days of a qualifying event





# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

## EMPLOYEE MOBILE APP CAPABILITIES

Burnham can provide clients with a mobile app that lets employees access benefits information anytime they need it. Our mobile app provides employees with:

- Easy access to benefit plan details
- Links to carriers' online provider finder directories
- Key documents including SPCs, SPDs, annual notices, and carrier forms
- Carrier contacts, with the ability to call directly from the app
- Ability to save copies of ID cards and easily fax or email them to providers
- Personalized healthcare information, including doctors, urgent care facilities, preferred pharmacies, health conditions, and notes from doctor's appointments

The mobile app also comes with a web portal that allows employees to view more robust benefit details and includes a plan comparison tool.

## FULL SPECTRUM COMMUNICATION CONSULTING

Burnham's in-house marketing and communications design team also provides traditional forms of employee communications including but not limited to:

- New hire and on-boarding communications
- Branded, customized benefit communications for open enrollment and beyond
- Year-round communication campaigns designed to help engage employees in benefits (monthly, bi-monthly or quarterly)
- Employee surveys, employee engagement and sensing
- Electronic total compensation/benefit statements
- Market-ready collateral (ACA, wellness, financial tips, etc.)
- Recruitment communications
- Wellness campaigns



## MODES OF DELIVERY



### PRINT

Professionally printed, full-color communications are available.



### ELECTRONIC

Flipbooks, PDF Plus documents, content-driven email campaigns, electronic wallet cards with dial-direct capabilities, mobile apps/microsites, etc.



### HYBRID

QR codes may be added to print materials if the client wants a hybrid of print/electronic.



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

## Describe the resources and tools available for benchmarking.

Burnham performs plan design and contribution benchmarking exercises annually at a minimum. We also include benchmarking information whenever a client is considering a benefits change or addition. Additionally, Burnham will perform custom surveys for our clients, based on industry comparisons, and/or specific benefit considerations.

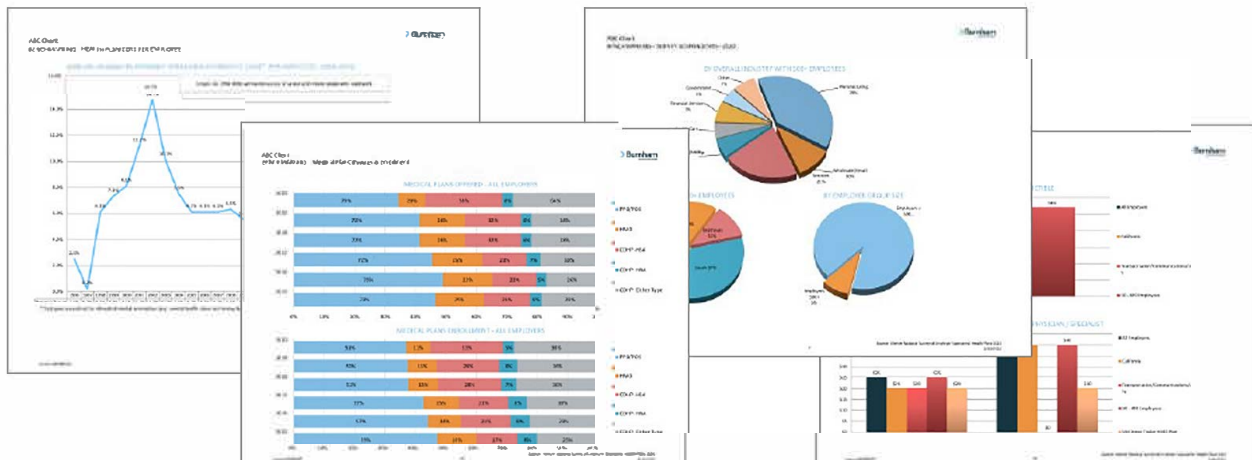
Burnham utilizes current benchmarking data as it relates to cost trends, employer benefit practices, utilization patterns, and employees' perspectives on benefits. Our benchmarking resources include but are not limited to:

- Burnham Analytics Warehouse Cost and Clinical Normative Data
- Burnham Book of Business
- Kaiser Family Foundation Employer Health Benefits Survey
- Segal Health Plan Cost Trend Survey
- Mercer Survey of Employer-Sponsored Health Plans
- Society for Human Resources Management (SHRM) Benefits Survey
- Milliman
- Benefits Strategy Benchmarking Survey
- Zywave / Code Six-Four / RiskMatch

This data assists us in building meaningful comparative reports, calibrating plan designs and contribution structures against competitive practice, and making validated recommendations regarding overall benefit strategies.

In addition to our standard industry benchmarking, Burnham also has the capacity to develop and implement industry and region-specific benchmarking surveys via web-based platforms. This invaluable tool enables organizations to determine how their benefits programs measure up to those of comparable industry competitors, helps identify industry benefit and compensation trends, and serves as a point of reference in evaluating the competitiveness of a benefits program.

On an as-needed basis, Burnham will also perform employee surveys. We will work with the City to develop the questions and format of the survey. We will program a user-friendly survey application for conducting the survey online and will produce a summary of the survey results for the City review.







# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

Describe the firm's view of the role wellness programs have on controlling healthcare costs and what resources and tools you offer clients around wellness initiatives.

Holistic Wellness—the practice of treating the whole mind, body, and spirit



Wellness is a core area of focus for Burnham—most of our clients provide wellness programs to their employees. We understand the importance of these programs and how to look holistically at total well-being. Burnham's value and approach center around defining what wellness means to the organization and your employees. Once established, we will help build programs, resources, and incentives that directly support the City's wellness philosophy.

The definition of Wellness Programs is ever-evolving. It's no longer a focus simply on physical health and traditional programs that track activity, and maybe BMI or tobacco status. It goes beyond this to extend to total well-being—that encompasses mental health, financial health, community health, and social health.

It's more about how the organization and your employees define wellness. How do employees value their job and feel supported in all elements?

## Developing Your Strategy



### Collect & Analyze

#### Gather information:

- Identify risk factors, needs and interests
- Understand company culture and goals



### Define & Design

#### Goals and objectives:

- Short and long-term roadmap
- Match program interventions to targeted behaviors and risks



### Plan & Implement

#### Implementation plan:

- Ensure you have senior management support
- Develop a robust engagement strategy



### Evaluate & Refine

#### Track results

- Measure results against goals
- Gather program feedback
- Repeat employer assessment,



# Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

- Review current program results and incentive design
- Employer wellbeing assessment (maintain as baseline)
- Create a strong, ongoing communication strategy using different delivery channels
- compare to baseline
- Refine your strategy

Burnham has access to tools to track activity and help organize wellness programs. Still, the value and Burnham's approach center more around defining what the City and employees believe wellness is. Once defined, we can build programs, resources, and incentives that directly center around the City's wellness philosophy.

Burnham's recommendation to build value and ultimately see metrics of success are accomplished by tailoring the program and technology to tackle the internal needs of the City while integrating with the claims data from the carriers. Using the gained perspective, Burnham will choose appropriate disease management and clinical programs available through the carriers, and third parties if necessary, to build resources to support relevant issues found. By layering the City's engagement information with the actual claims information, Burnham can have meaningful conversations around problems, proposed solutions, and ultimately results.

Burnham approaches wellness consulting to bridge the gap between healthcare programs, wellness platforms, and employees. By solving the "why" Burnham will work with each piece to build a culture of employees who come to work every day feeling supported and thus well.

Burnham's highly developed wellness plans are geared toward helping employees make healthy lifestyle changes. Such changes can help turn the tide on the rising cost of health care at the City, while also generating substantial ROI.

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## Planning and Service

Using our defined planning process, Burnham will develop a program that speaks to your unique needs. As part of our strategic approach to wellness, we will:

- Assess individual and company risks, then build strategies to mitigate those risks
- Engage employees to ensure a successful launch and sustained momentum
- Develop a culture of health awareness and accountability
- Measure and evaluate outcomes to improve the plan yearly

This approach leads to healthier employees, and ultimately a healthier and more productive organization.

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## Program Design

The design of your wellness program should target the needs of your employees and meet the vision of your organization. Every wellness program is different and we work independently with each client to develop a strategy that works for them. At Burnham we have experience assisting our clients in a variety of different ways:

- Wellness Vendor RFP and evaluations
  - Implementation of third-party vendors
-





## Burnham Benefits' Response to City of Selma Request for Proposal for Employee Health Insurance and Benefit Broker

- 
- Employee surveys (interest, culture, activity evaluations, etc.)
  - Targeted communications to both leadership and employees
  - Worksite evaluation
  - Wellness seminars/webinars
  - Health and fitness activities
  - Coordination of screening events and health fairs
  - Participation incentives including premium differential analysis and points program development
  - Three- to five-year wellness plan development
  - Return on investment analysis
  - Outcome-based wellness planning
- 

Burnham incorporates the medical plan vendors into the vision and goals of the program. We involve them in the initial strategy meetings, explore embedded wellness programs to incorporate, investigate integrated options they can offer to clients, and make sure they are invested in the program. Burnham has them offer an annual wellness budget and provide relevant analytics to its wellness system partners as well as for utilization review.

In addition to assisting the City with your wellness strategy, we also provide wellness compliance guidance and help review and develop wellness communication resources.

*Describe the firm's experience in establishing or knowledge of insurance pools.*

Burnham boasts an entire team dedicated to serving public entities. This team, comprised of seasoned professionals, including our senior consultants, is well-versed in working with Joint Powers Authorities (JPAs), understanding legalities, and maintaining compliance. Additionally, they specialize in underwriting processes, particularly with entities like Schools Insurance Group (SIG), California Public Employees' Retirement System (CalPERS), or Self-Insured Schools of California (SISC), ensuring comprehensive coverage tailored to the unique needs of public entities.



## Appendix

**APPENDIX:** Compensation Information

**APPENDIX:** Public Entity Client List

**APPENDIX:** Strategic Timeline Sample

## Compensation Information

Burnham is flexible in terms of how the firm is compensated for work it performs for the City of Selma. Given the anticipated scope of work for the City, and the current enrollment, Burnham proposes an annual compensation of \$60,000.

The monthly/annual compensation can be paid in the current commission structure, where the fees are built into the carrier rates. There are no additional monthly or annual fees to be paid directly by the City to Burnham.

- Maintaining an agreed-upon carrier compensation (commission level) based on each line of coverage

Burnham further proposes to include this issue as a dialogue point in the renewal discussions each policy period to provide complete transparency and full disclosure of the upcoming year's forecasted agreed-upon compensation.

Engagement with the City is what is most important to Burnham. We are confident that the assembled team and client tools and resources will exceed the City's expectations. Although a critical component of this overall project, our final determined compensation structure is not as important to us as the chance to work together and represent the City's best interest for years to come.

### Performance Guarantee

Burnham will explore the prospect of a service guarantee with the City. We strive to earn the right to work with and continually represent the City. To this point, Burnham is willing to discuss a performance guarantee arrangement, where 25% of compensation would be contingent upon mutually agreed upon objective performance criteria as well as a subjective component.

# PUBLIC SECTOR CLIENTS

Burnham Benefits is proud to provide best-in-class services, resources and dedicated teams that make us exceptional in the competitive California marketplace and beyond. We focus on truly understanding and addressing the needs of each industry—below is a list of current public sector clients who have put their trust in Burnham.

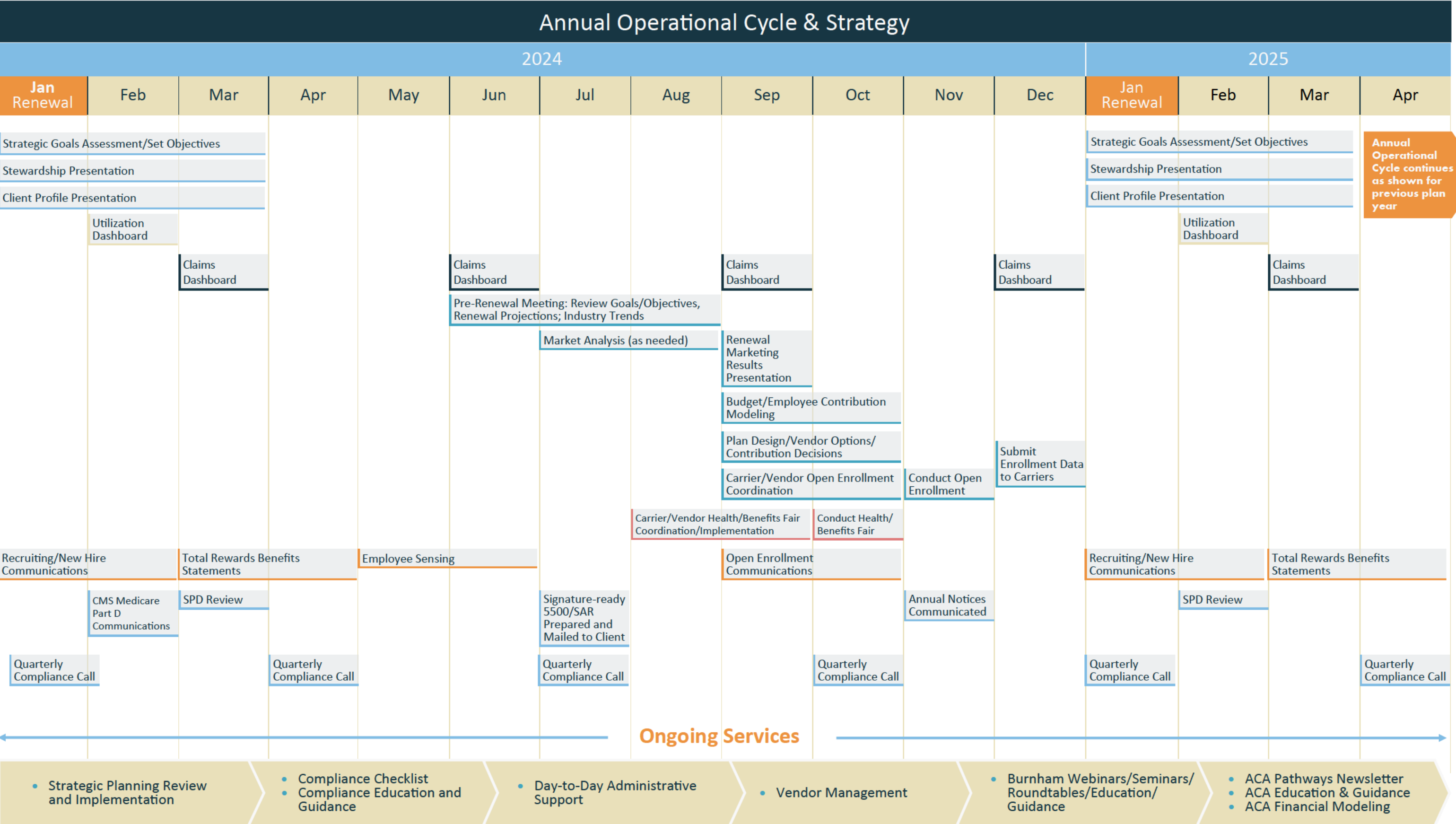
A Community of Friends	City of Coronado	Eden Area ROP
ABC Unified School District	City of El Segundo	El Monte City School District
Academia Avance	City of Fullerton	El Monte Union High School District
Allan Hancock College	City of Hanford	El Rancho Unified School District
Antelope Valley College	City of Laguna Beach	Fullerton Joint Union High School District
Architecture, Construction, and Engineering (ACE) Charter High School	City of Newport Beach	Galt Joint Union Elementary School District
Aspire Public Schools	City of Oakley	Garden Grove Unified School District
Barstow Unified School District	City of Paramount	Glendale Unified School District
Bellflower Unified School District	City of Petaluma	Goleta School District
Beverly Hills Unified School District	City of Tulare	Guadalupe Union School District
Brea Olinda Unified School District	Coachella Valley Unified School District	Hanford Joint Union High School District
BRIDGES Charter School	Coast Unified School District	Hermosa Beach City School District
Briggs Elementary School District	College of the Desert	Hesperia Unified School District
Buellton Union School District	Colton Joint Unified School District	Inglewood Unified School District
Buena Park School District	Compton Unified School District	Irvine Ranch Water District
Burbank Unified School District	Cosumnes Services District	Journey Community Schools
Butte County	County of Kings	Laguna Beach Unified School District
California Earthquake Authority	County of Marin	Lawndale Elementary School District
Carpinteria Unified School District	Covina Valley Unified School District	Lompoc Unified School District
City of Coalinga	Desert Sands Unified School District	
City of Colfax	East Whittier City School District	

Continued on following page...

## Continued...

Long Beach City College	Peak Prep Pleasant Valley	Santa Rosa Academy
Long Beach Transit	Redlands Unified School District	Santa Ynez Valley Union School District
Los Angeles County Office of Education	Rio Elementary School District	Saratoga Union School District
Los Olivos School District	River Oaks Academy Charter School	Sierra Charter School
Lucia Mar Unified School District	Riverside Transit Agency	Sky Mountain Charter School
Lynwood Unified School District	Rosemead School District	Solvang Unified School District
Manzanita Public Charter School	Rowland Unified School District	Somis Union School District
Marin Municipal Water District	San Dieguito Union High School District	South Sutter Charter School
Meadows Arts and Technology Elementary School	San Leandro Unified School District	South Whittier School District
Merge JPA	San Luis Coastal Unified School District	Sylvan Unified School District
Mesa Union School District	San Luis Obispo County Office of Education	Tehachapi Unified School District
Moreno Valley Unified School District	San Miguel Unified School District	Temple City Unified School District
Mountain View School District	Santa Barbara City College	Tustin Unified School District
Mupu Elementary School District	Santa Barbara County Education Office	Ventura Charter School of Arts and Global Education
Napa Valley Unified School District	Santa Barbara Unified School District	Ventura County Community College District
North Orange County ROP	Santa Clara Elementary School District	Ventura County Schools Business Service Authority
Ocean Grove Charter School	Santa Clarita Community College District	Ventura Unified School District
Orange Unified School District	Santa Maria Joint Union High School District	Victor Elementary School District
Orcutt Unified School District	Santa Maria-Bonita School District	West Covina Unified School District
Oxnard School District	Santa Paula Unified School District	Westminster School District
Palm Springs Unified School District		Whittier Union High School District
Palmdale School District		Whittier City School District
Paso Robles Joint Unified School District		
Peabody Charter School		

Sample Strategic Service Timeline



# CITY OF SELMA

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## REQUEST FOR PROPOSALS (RFP) for EMPLOYEE HEALTH INSURANCE AND BENEFITS BROKER

### ADDENDUM NO. 1

The City of Selma hereby amends, in accordance with this Addendum to the Request for Proposals for the Employee Health Insurance and Benefits Broker (the RFP). This Addendum hereby forms part of the RFP. The purpose of this Addendum is to:

1. Provide responses to questions received.

#### 1. QUESTIONS AND ANSWERS

City response in red

1. Please share the total number of active employees & retirees currently covered under the City's health plan.
  - 179 employees / 162 full-time employees and 17 part-time employees
  - 37 retirees
2. What type of self-funded plan is currently in place: basic self-funded, level-funded, captive arrangement, etc.?
  - Basic self-funded
3. Who is the current TPA for the self-funded health plan?
  - Health Now
4. The RFP is for the City's health plan. Does the City also request additional lines? If so, please advise which lines of coverage you are seeking support for.
  - Group Life, LTD, AD&D, Voluntary Benefits
5. Who currently administers COBRA, Section 125, HRA, voluntary benefits, and any ACA compliance (such as measurements, reporting, and employee annual forms)?
  - Health Now – COBRA, ACA Compliance
  - Chimienti & Associates – Voluntary Benefits, Section 125
6. Is the City open to a flat fee or commission-based broker remuneration vs. as outlined on page 19 Exhibit B – Rate Schedule?

- City is open to commission-based broker remuneration.
7. How often does the Health Benefits Committee meet?
- Quarterly
8. Please provide a copy of the current Consultant's agreement (if there is one supporting the City now) to include:
- City does not currently have a current consultant which means no Consultant's agreement.
  - Scope of services.
  - Any services or products included at consultant expense – if so, name of vendor – service provided and estimated annual cost.
  - Annual compensation by line of coverage – if not flat fee, please provide commission level and annual premium (including stop loss) – for ASO administration PEPM, please provide a number of subscribers (employees/retirees) currently covered.
9. Who is the City's current actuary?
- Macleod Watts, Inc
  - What scope of services and support does the existing actuary provide – i.e., state and federal compliance items – RDS – Rate Setting – Reserve determination?
  - Yes to above.
  - What is the annual cost?
  - \$7.600
10. Is there a separate actuary for self-funded plan(s) annual State filing?
- City does not have a separate actuary for self-funded plan(s) as we went self-funded 1/1/2024.
  - Estimated annual cost
  - Is it the desire of the City to retain existing relationships?
11. How is enrollment, eligibility administration, etc. handled currently?
- Does the City utilize a system? If so:
    - Name of system?
      - Health Now
  - Who pays for the system? I.e., technology funding from carrier/tpa, consultant, City
    - Cost is built into contract with Health Now
  - Current payroll system?
    - Tyler Technology – Fund Balance
    - We will be transitioning to a Neogov payroll module within the next six months.
12. Can you respectfully request benefit booklets for the Medical, Dental, Vision, Group Life and LTD?



- Benefits Guide attached.
- 13. Can you please specify if any of the benefits programs are full insured or self-funded?
  - All programs are self-funded.
- 14. Can we get a current full census including to salaries and occupation?
  - We do not have a current census. Census dated 10/15/23 is attached.
- 15. If we can also request Billing statements for all the benefit programs?
  - We have consolidated billing from HNAS. We have not yet received a full
- 16. What are the Cities contributions toward these programs?
  - Active Employee Health Benefit Rates for 2024 attached
- 17. Our understanding is you were with Cal-PERS medical program prior. Can we get any benchmarking reports completed helped consider the City's transition? Benchmarking is one of the services being ask for in your RFP.
  - Benchmarking reports not completed.
  - Medical Benefits Review presentation to Council 9/25/23 attached
- 18. Who is the current Broker/Consultant for the Medical, Dental, Vision, Group life and LTD?
  - Burnham Benefits is an unofficial broker for Medical, Dental and Vision as they assisted with the medical benefits review. We do not have a contract in place.
  - Myers-Stevens is broker for PORAC – Group Life for Police Employees
  - Risk Strategies is broker for BAER – Group Life, LTD and AD&D for Fire Employees
  - Keenan and Associates – Group Life LTD and AD&D for Miscellaneous Employees
- 19. Does the City prefer to charge a consulting fee or have consultants pay be built-in the commission received from the Employee Benefit coverages? If so, what are the consulting fees or commission levels currently? Your current broker should be able to provide this data. This data helps with how we will be pricing our services.
  - No preference.
  - City does not have a current broker, therefore, unable to provide data.
- 20. Who is your current Section 125 – Flex Spending Dependent Care vendor and can we have a list of their charges for their services?
  - CPI is current vendor. The administration fee is \$4 per employee per month.
- 21. Does the City have or use a current Ben Admin System? Is so, who might this vendor be as well as their charges for this service?
  - City does not have a current benefits administration system.
  - We will be transitioning to a Neogov HR module within the next six months.
- 22. Does the City currently handle your ACA compliance, Cobra administration, Payroll provider and HR Services?
  - Yes.
- 23. Does the City currently have an insurance committee?

- Yes.
24. Who are the Voluntary benefit vendors, and the coverage plans the City is currently offering?  
Can we get billing statements for each line of coverage along with benefit summaries or booklets?
- Benefits Guide attached.
  - Billing statements unavailable.
25. Does the City plan on maintaining any current outside vendors for services listed or unlisted in this current RFP?
- City will require all outside vendors to work through selected broker.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE UNCHANGED.**

# **CITY OF SELMA**

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## **REQUEST FOR PROPOSALS (RFP)**

Employee Health Insurance and Benefit Broker Services

**Released on February 15, 2024**

**Proposals Due on March 14, 2024 12:00 PM**

The City of Selma (hereinafter referred to as the “City”) is seeking the services of a professional, highly qualified benefits brokerage and consulting firm to provide a full range of services related to the design, implementation, analysis, maintenance, improvement, and communication of a comprehensive employee insurance benefits program.. The purpose of the Request for Proposal (RFP) is to provide interested individual(s) or firms with sufficient information to enable them to propose and submit proposals for the scope outlined within the RFP.

### **ABOUT US**

The City of Selma has a population of approximately 25,000. Situated along State Route 99 at the intersection of State Route 43 within Fresno County, California, the economic vitality of the community mainly stems from regional retail and services in addition to a thriving Central Valley agriculture industry.

### **RFP TIMELINE**

This RFP will be governed by the following schedule:

- Release of RFP: **February 15, 2024**
- Deadline for Proposers to Submit Questions: **February 28, 2024**
- Deadline for City to Answer Questions: **March 4, 2024**
- Proposal Due Date: **March 14, 2024**
- Review Period of Proposals: **March 15 and March 18, 2024**
- Interviews (if required): **March 20, 2024**
- Approval of Contract: **April 1, 2024**

\*All dates are subject to change at the discretion of the City

### **QUESTIONS AND ANSWERS**

All questions regarding this RFP must be submitted in writing by e-mail to [JanieV@cityofselma.com](mailto:JanieV@cityofselma.com), with “RFP- Employee Health Insurance and Benefit Broker Services” in the subject line and be received no later than the due date indicated in Section 5. No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the RFP contact will be considered. Questions and requests for clarification from a Consultant must be submitted by only a single representative and must include the requestor’s name, address, telephone number, and email address, and the Consultant that he/she represents.

The City may rephrase questions as it deems appropriate and may consolidate similar questions. The City may also create and answer questions independent of the consultant's question(s).

The City will not consider questions received after the due date. Written responses to submitted questions will be included in an RFP Addenda, at the sole discretion of and sent by the City to all registered Consultants. The City may respond individually to questions or requests for clarification identified by the Consultant and deemed by the City as containing confidential information relating to that particular Consultant's proposal.

The City is not responsible for any explanation, clarification, interpretation, or approval (including any City responses to questions and requests for clarification) made or given in any manner except via written addendum to this RFP. The Consultant must not rely upon any explanation, clarification, interpretation, or approval that is not contained in a written addendum.

### **SCOPE OF WORK**

The City of Selma is seeking a broker/consultant to perform the full range of services related to the design, implementation, maintenance, communication, analysis and improvement of the City of Selma group health program. The City of Selma is seeking a broker/consultant familiar with a self-funded model. The City transitioned to a self-funded model January 2024 after over twenty years with CalPERS for health benefits.

Specific responsibilities include, but are not limited to:

#### **Health Plan Design**

- a. Analyzing and evaluating the City's current health plan offerings
- b. Representing the City in all negotiations with insurance providers on all issues related to plan design, including premiums, benefit levels, and special terms and conditions
- c. As requested by the City, preparing bid specifications and soliciting proposals from insurance markets, which specialize in group insurance plans, as needed; evaluate bids and bidders, including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among the various bidders and provided to City staff in September
- d. Identifying opportunities for cost savings and program enhancements
- e. Recommending and implementing changes to the City's health plan offerings

- f. Providing ongoing support and guidance related to health plan design and changes

#### **Plan Implementation and Maintenance**

- a. Facilitating the enrollment process for new employees and attending and presenting information at annual open enrollment meetings
- b. Ensuring that all enrollment and eligibility rules are properly followed
- c. Coordinating with carriers and third-party administrators to ensure seamless plan implementation and administration, including to resolve issues
- d. Providing ongoing support related to plan implementation and maintenance

#### **Plan Communication**

- a. Developing and implementing a comprehensive communication strategy to educate employees about the City's health plan offerings
- b. Providing ongoing communication and education to employees regarding plan changes and updates
- c. Meeting with and providing reports to various City of Selma representatives including City Manager, Human Resources staff and the Health Benefits Committee
- d. Developing and distributing employee communication materials related to the health plan

#### **Plan Analysis and Improvement**

- a. Analyzing health plan utilization data to identify trends and opportunities for improvement
- b. Development recommendations for plan changes based on utilization data and industry best practices
- c. Providing ongoing support related to plan analysis and improvement

#### **Other**

- a. Assist the City of Selma with obtaining third-party administrators to administer the City's COBRA plan, Section 125 plan, Health Reimbursement Arrangement, voluntary benefits and compliance with the Affordable Care Act as needed
- b. Researching and advising the City of Selma of any new developments in the law and employee benefit programs on an ongoing basis

#### **CONSULTANT QUALIFICATIONS/REQUIRED PROPOSAL CONTENT**

The Consultant shall be responsible for preparing an effective, clear, and concise proposal. All proposals

must contain the following information:

- Firm name, address, and contact information.
- Telephone, facsimile, and Internet address.
- Type of firm: individual, partnership, corporation, subsidiary, or government entity.
- Organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees.
- Describe the ability of your firm to provide local service to sites/offices of the City of Selma.
- Names and titles of all principals/officers of the firm (name, title, phone number).
- List applicable certifications and licenses and the associated numbers.
- Number of years your firm has been providing health, dental, life and vision benefits services to municipalities.
- List the municipalities your firm provided similar services for within the past three (3) years. Include the number of employees for each agency.
- Discuss your company's resources and activities as they relate to knowledge and understanding of our industry.
- Describe the responsibility, experience and qualifications of the individual(s) who would comprise the service team.
- Describe the firm's philosophy for servicing an account and commitment to customer service and quality assurance.
- Describe the firm's resources or methods to provide education on best practices, trends or hot topics.
- Describe the organization's legal research capabilities and how you communicate legislative updates to your clients.
- Describe your underwriting resources, procedures and staff.
- Describe your renewal process and timelines.
- Describe resources offered, if any, to assist with the administration of a benefits program (i.e. on-line benefits enrollment and management, COBRA administration, flexible spending account administration).

- Describe your firm's capabilities with regard to communication. Include ongoing employee communication/open enrollment and web-based communications.
- Describe the resources and tools available for benchmarking.
- Describe the firm's view of the role wellness programs have on controlling healthcare costs and what resources and tools you offer clients around wellness initiatives.
- Describe the firm's experience in establishing or knowledge of insurance pools.

The City will not be liable for any costs associated with the preparation or transmittal of any proposed or material submitted in response to this RFP. All responses and documentation become the property of the City of Selma.

### **CONSULTANT SELECTON PROCESS AND PROPOSAL EVALUATION**

The Contract award will be made after selection of one (1) respondent's proposal from among all respondents with implement of services to follow. However, this RFP does not indicate a commitment by the City to award a contract to any successful respondent. The City intends to evaluate the proposed services based upon the data presented in response to the RFP. The proposals will then be reviewed based on qualifications, specific experience, references, familiarity with the services and pricing, and the rated according to which company best meets the city's requirements.

### **KEY CONSIDERATION AND EVALUATON CRITERIA**

The RFP responses will be evaluated based upon the following:

- Perceived ability to negotiate a benefits program that meets the needs of the City of Selma.
- Demonstrated expertise in negotiating benefit plans on behalf of clients similar to the City.
- Availability and accessibility, including the location of the office that will be servicing the City's account.
- Experience, professional credentials and references of those persons who will be assigned to the City's account.
- Conceptual approach and ideas related to service, as well as how the City's account will be managed.
- Ability to provide proactive support to the City of Selma and the City's Human Resources function including dissemination of current general and legal updates as well as time-sensitive insurance carrier information.



- Ability to provide good administrative support and member services to the City and its covered employees and dependents.
- Other criteria identified by the City as important in evaluation of submitted proposals.

### **PROCESS FOR SUBMITTING PROPOSALS**

Proposals must be submitted via email to the Administrative Services Director, Janie Venegas at JanieV@cityofselma.com, by or before 12:00 p.m. (PST) on March 14, 2024. The electronic bid system will not accept any Proposals after the Proposal Deadline. Only a Proposal submitted via email to the Administrative Services Director at JanieV@cityofselma.com will be considered for evaluation.

### **EVALUATION OF PROPOSALS AND SELECTION PROCESS**

- The City will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.
- The criteria are as follows:

<b>Criteria Categories</b>	<b>Points Possible</b>	<b>Points Awarded</b>
<b>Qualifications of Key Personnel:</b> Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	25	
<b>Approach to Providing the Requested Scope of Services:</b> Includes an understanding of the RFP and of the project's scope of services, deliverables, and knowledge of applicable laws and regulations related to the project.	25	
<b>Price Proposal</b>	15	
<b>Innovation/Creative Approach:</b> Innovative and/or creative approaches that provide additional efficiencies, enhanced employee engagement, expedited timing or increased performance capabilities, or other actions that benefit the delivery of this project.	25	
<b>References</b>	10	
<b>Total Points</b>	<b>100</b>	

Please note that this RFP pertains to professional services, and the above-referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate pricing and contract terms. After reviewing the proposals, City Staff may conduct interviews with the top firms. Staff will forward a

recommendation to the City Council for final selection.

The City reserves the right to reject all proposers and/or to invite other individuals and/or firms to respond to this RFP if the proposals received are inadequate.

#### **A. Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

#### **B. Proposal Review**

A committee, assembled by the City Manager, will be established to review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest-scoring Proposer or withdraw the RFP.

#### **EX PARTE COMMUNICATIONS**

Proposers and Proposers' representatives cannot communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

### **CONFLICT OF INTEREST**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest, which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

### **STANDARD TERMS AND CONDITIONS**

#### **Amendments**

The City reserves the right to amend, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Consultants and to waive any defects as to form or content of the RFP or any responses by any Consultant teams.

#### **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

#### **Professional Services Agreement**

The selected Consultant will be required to enter into an agreement with the City of Selma containing the terms and conditions set forth in the City of Selma's Contractual Services Agreement. A copy of this Contractual Services Agreement is included this RFP. If the Consultant has any exceptions to the standard terms and conditions, the consultant must identify any provision they are not prepared to satisfy in their proposal submission. Any requested changes will be considered by the City of Selma when evaluating proposals. Failure to meet the City of Selma's standard agreement may result in termination of the service agreement at the discretion of the City of Selma. The Consultant awarded the service agreement will be held accountable and liable for the acts of the Consultant's employees, representatives, agents and/or sub-contractors and shall defend, indemnify and hold harmless the City of Selma, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under the service agreement due to the willful or negligent acts (active or passive) or omissions by the

Consultant's officers, employees or agents. The acceptance of said services and duties by the City of Selma shall not operate as a waiver of such right of indemnification.

### **Insurance**

The Consultant shall provide and maintain insurance in accordance with the City of Selma's Contractual Services Agreement. Upon execution of the service agreement, evidence of insurance will be required and annually thereafter upon expiration of the policies. The Consultant must be in full compliance with all statutory and applicable regulatory agencies at all times.

If an agreement cannot be reached, negotiations with an alternate consultant may commence.

**CITY OF SELMA  
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of \_\_\_\_\_ (“Effective Date”), between the City of Selma, a municipal corporation (“City”) and \_\_\_\_\_ (“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 \_\_\_\_\_, 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 \_\_\_\_\_ (\$ \_\_\_\_\_) 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: Selma City Attorney

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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”**

By: \_\_\_\_\_  
Fernando Santillan, City Manager

By: \_\_\_\_\_  
\_\_\_\_\_

**Attest:**

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

**Approved as to form:**

By: \_\_\_\_\_  
Megan Crouch, City Attorney

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

## **EXHIBIT A**

### **SCOPE OF CONTRACTUAL SERVICES - BASIC**

The Contractor shall provide contractual services as follows:

#### **A. Classification and Compensation Study Services**

The Contractor shall perform the full range of services related to the design, implementation, maintenance, communication, analysis and improvement of the City of Selma group health program.

Specific responsibilities include, but are not limited to:

##### **Health Plan Design**

- Analyzing and evaluating the City's current health plan offerings
- Representing the City in all negotiations with insurance providers on all issues related to plan design, including premiums, benefit levels, and special terms and conditions
- As requested by the City, preparing bid specifications and soliciting proposals from insurance markets, which specialize in group insurance plans, as needed; evaluate bids and bidders, including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among the various bidders and provided to City staff in September
- Identifying opportunities for cost savings and program enhancements
- Recommending and implementing changes to the City's health plan offerings
- Providing ongoing support and guidance related to health plan design and changes

##### **Plan Implementation and Maintenance**

- Facilitating the enrollment process for new employees and attending and presenting information at annual open enrollment meetings
- Ensuring that all enrollment and eligibility rules are properly followed
- Coordinating with carriers and third-party administrators to ensure seamless plan implementation and administration, including to resolve issues
- Providing ongoing support related to plan implementation and maintenance

##### **Plan Communication**

- Developing and implementing a comprehensive communication strategy to educate employees about the City's health plan offerings
- Providing ongoing communication and education to employees regarding plan changes and updates
- Meeting with and providing reports to various City of Selma representatives including City Manager, Human Resources staff and the Health Benefits Committee
- Developing and distributing employee communication materials related to the health plan

##### **Plan Analysis and Improvement**

- Analyzing health plan utilization data to identify trends and opportunities for improvement
- Development recommendations for plan changes based on utilization data and industry best practices
- Providing ongoing support related to plan analysis and improvement

##### **Other**

- Assist the City of Selma with obtaining third-party administrators to administer the City's COBRA plan, Section 125 plan, Health Reimbursement Arrangement, voluntary benefits, and compliance with the Affordable Care Act as needed
- Researching and advising the City of Selma of any new developments in the law and employee benefit programs on an ongoing basis

**EXHIBIT B**  
**RATE SCHEDULE**

Hourly Fee	\$ _____
General Project Fee	\$ _____
Travel Fees	\$ _____
Presentation Fees	\$ _____
Materials Fees	\$ _____
Specialized Fees	\$ _____

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### **General Liability Insurance**

Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of “B” or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an “A” rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City’s Human Resources Department.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Contractor acknowledges and agrees that City of Selma, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Selma, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Selma, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement 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 of Selma (if agreed to in a written contract or agreement) before City of Selma’s self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City’s Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Selma. City of Selma reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### **Automobile Liability Insurance**

Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies

licensed to do business in the State of California with an A.M. Best Company rating of “B” or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

#### **Subcontractor Insurance**

Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor’s work. Subcontractor agrees to be bound to Contractor and City of Selma in the same manner and to the same extent as Contractor is bound to City of Selma under the agreement. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor’s work.

A copy of the City of Selma Insurance Provisions will be furnished to the subcontractor upon request. Evidence of such coverage shall be maintained by Contractor and provided to City upon request.

#### **Workers’ Compensation Insurance**

Contractor shall, at Contractor’s expense, purchase and maintain in full force and effect workers’ compensation insurance as required by Federal and State of California law. Contractor shall also require all of Consultant’s subcontractors to maintain this insurance coverage. Proof of workers’ compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Contractor or Contractor’s subcontractors to City upon request.

#### **Subrogation**

Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Contractor or Contractor’s subcontractors for City under this Agreement.

#### **Professional Liability Insurance**

Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$500,000 or \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of “B” or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

#### **For All Required Insurance**

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, the City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Contractor or deducted from sums due the City, at the City’s option.

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

**April 1, 2024**

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**ITEM NO: C.**

**SUBJECT:** Consideration of a Resolution Approving the High Speed Rail Authority contract to continue the Central Valley Training Center and Authorizing the City Manager to Execute all Contract Agreements, and Program Subcontractor Agreements, and Any Amendments Thereto with the California High Speed Rail Authority

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**BACKGROUND:** The California High Speed Rail Authority requires updated documentation explicitly indicating the individuals authorized to sign agreements on behalf of the City of Selma. The timely provision of an updated Resolution is essential to guaranteeing continued funding for the Central Valley Training Center (CVTC). It ensures compliance with High Speed Rail Authority requirements and maintains the City's eligibility for contracting with HSRA for the CVTC.

**DISCUSSION:** On November 3rd, 2023, Selma awarded the subcontract for administering the training program to the EDC through a competitive RFP process. The Central Valley Training Center aims to offer workforce development opportunities for various underrepresented groups across Fresno, Kings, Tulare, Madera, Merced, and Kern Counties. The new contract with the High-Speed Rail Authority has a budget of \$2,000,000, starting upon approval by DGS and continuing until February 28, 2026. Detailed in Attachment 1, is the contract between the City and HSRA outlines the program's scope, which encompasses outreach, recruitment, pre-apprenticeship training, job placement, counseling, job retention assistance, mentoring, and performance measurement, along with contract management.

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**RECOMMENDATION:** Approve the High Speed Rail Authority contract to continue the Central Valley Training Center and Adopt Resolution authorizing the City Manager to Execute all City Manager to Execute all Master Agreements, Central Valley Training Center Contracts, and Any Amendments Thereto with the California High Speed Rail Authority.

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\_\_\_\_\_/s/\_\_\_\_\_  
Alicia Aguirre, Economic Development Manager

\_\_\_\_\_3/28/2024\_\_\_\_\_  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan, City Manager

\_\_\_\_\_3/28/2024\_\_\_\_\_  
Date

Attachment 1. HSR 23-46 Central Valley Training Center Contract



**RESOLUTION NO. 2024 - \_\_\_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CONTRACT AGREEMENTS, AND PROGRAM SUBCONTRACTOR AGREEMENTS, AND ANY AMENDMENTS THERETO WITH THE CALIFORNIA HIGH SPEED RAIL AUTHORITY**

**WHEREAS**, the City of Selma is eligible to receive funding for certain Workforce Development Projects, through the California High Speed Rail; and

**WHEREAS**, the City of Selma wants to execute the High Speed Rail agreement through end date of February 28, 2026; and

**WHEREAS**, Master Agreements, need to be executed with the California High Speed Rail Authority before such funds could be claimed; and

**WHEREAS**, the City of Selma wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager be authorized to execute all Contract Agreements, Program Subcontractor Agreements, and any amendments thereto with California High Speed Rail Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Selma as follows:

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

**SECTION 2. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words, or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 3. Effective Date.** That the City Clerk shall certify the adoption of this Resolution and shall be in full force and effective as of April 1, 2024.

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of April, 2024, by the following vote:

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

(Signatures on following page)

---

Scott Robertson, Mayor

ATTEST:

---

Reyna Rivera, City Clerk

March 19, 2024

Fernando Santillan  
City Manager  
1710 Tucker Street  
Selma, CA 93662

Dear Fernando Santillan:

Enclosed is Agreement HSR23-46 with the California High-Speed Rail Authority (Authority). The original and all copies of the Agreement must be individually signed and dated in blue ink where indicated in the lower left-hand corner above the name of the Contractor.

**Please complete the following item(s) and return by mail and via email to Kayla Euka, California High-Speed Rail Authority, 770 L Street, Suite 620, MS 7, Sacramento, CA 95814 and to [Kayla.Euka@hsr.ca.gov](mailto:Kayla.Euka@hsr.ca.gov) or via Adobe Sign.**

**Standard Agreement (STD. 213).** Sign the indicated page of the STD. 213 enclosed and return for further processing.

All copies of the signed Agreement must be returned to this office upon execution. If you feel that the signed Agreement will be received after *Friday, March 22, 2024*, then please do not hesitate to contact me.

The Agreement cannot be considered binding on either party until approved by the California High-Speed Rail Authority. Services should not be extended prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval.

A copy of the fully approved Agreement will be returned to you. If you do not receive your copy of the approved Agreement, or if you have any questions, please contact this office or the Contract Manager.

Thank you for your expeditious handling of this Agreement. Please return all documents to my attention.

Sincerely,



Kayla Euka  
Contracts Analyst  
(916) 330-5661

Enclosures: (1) STD. 213 Standard Agreements

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HSR23-46

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTOR NAME

City of Selma

2. The term of this Agreement is:

START DATE

March 01, 2024, or upon DGS approval, whichever is later,

THROUGH END DATE

February 28, 2026

3. The maximum amount of this Agreement is:

\$2,000,000.00; Two Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	15
+ - Exhibit E	Additional Provisions	4
+ - Exhibit B, Attachment 1	Training and Facility Budget	2

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Selma

CONTRACTOR BUSINESS ADDRESS

1710 Tucker Street

CITY

Selma

STATE

CA

ZIP

93662

PRINTED NAME OF PERSON SIGNING

Fernando Santillan

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HSR23-46

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS

770 L Street, Suite 620

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Brian P. Kelly

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## EXHIBIT A

### **BACKGROUND AND PURPOSE**

1. The California High-Speed Rail Authority is responsible for planning, designing, building, and operating the first high-speed rail system in the nation. The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands. When it is completed, trains will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The high-speed rail system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.
2. The California High-Speed Rail Authority may enter into agreements with private and public entities for design, construction, and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code section 185036. Additional authority for a State agency to enter into this Agreement (Agreement) includes Public Contract Code section 10335, et seq.
3. This Agreement is between the California High-Speed Rail Authority (Authority and/or State), an agency of the State of California, and City of Selma (Contractor and/or City), a California Municipal Corporation. The Authority and Contractor are collectively referred to herein as the "Parties," or individually as "Party." The purpose of this Agreement is for the Contractor to provide services, as described in this Exhibit A, to the Authority.
4. All inquiries during the term of this Agreement will be directed to the Contract Managers identified below:

<b>AUTHORITY</b>	<b>CONTRACTOR</b>
Contract Manager: Victoria Sandoval	Contract Manager: Alicia Aguirre
Address: 770 L Street, Suite 620 Sacramento, CA 95814	Address: 1710 Tucker Street Selma, CA 93662
Phone: (559) 304-7581	Phone: (559) 891-2200
Email: Victoria.Sandoval@hsr.ca.gov	Email: AliciaA@cityofselma.com

The Contract Managers may be changed without amendment as specified in Exhibit D, Section 2. Contract Management of this Agreement.

### **SCOPE OF WORK**

1. The Contractor agrees to provide the Authority with all labor, tools, materials, equipment, and supervision; pay all taxes, insurance, bonds, license and permit fees, travel costs, and other costs incidental to the work to provide a pre-apprenticeship program with the Central Valley Training Center for the term of this Agreement.

2. The services shall be performed during the Authority's' regular business hours (8:00a.m – 5:00p.m.), Monday through Friday, excluding state holidays as indicated on the following website: <https://www.calhr.ca.gov/employees/pages/state-holidays.aspx>, unless prior approval is obtained from the Authority Contract Manager. All work dates and times must be approved by the Authority Contract Manager before work is performed.
3. Detailed description of work to be performed and duties of all parties:
  - A. General
    1. Responsibilities of the Contractor
      - a. The Contractor is responsible for all steps required to fulfill the Authority's commitment as part of the Mitigation Monitoring and Reporting Program (MMRP) set forth in the Socioeconomics Mitigation Measure #6 (SO-MM#6), by developing a pre-apprenticeship program as a pathway to the Union Trades.
      - b. The Contractor is responsible for carrying out work as outlined in the Task section and will adhere to all rules and regulations set forth by the State of California and the Authority to verify and certify that all expenses incurred and submitted for payment are allowable costs under the terms of this contract.
      - c. The Contractor shall seek all approvals, authorizations, certifications, consents, decisions, exemptions, filings, leases, licenses, permits, agreements, concessions, grants, franchises, registrations or filings, requirements by or with any governmental entity to design and implement the training facility.
      - d. The Contractor shall manage and coordinate all subcontracts and is responsible for the quality of all subcontractor work and activities. A subcontractor is defined as a business or person that will perform a portion of the work required under the Agreement and may be a firm or individual experts or consultants with expertise to supplement the Contractor's expertise.
      - e. The Contractor understands and agrees the purpose of this Agreement is for environmental mitigation purposes. If the contractual obligations of successfully operating the training center are not met, the Contractor acknowledges alternative mitigation may be necessary due to the construction of the High-Speed Rail Project, and the Authority may exercise its right to pursue alternative mitigation measures and terminate the contract. The Authority acknowledges and agrees that the Contractor is not responsible for any alternative mitigation.

2. Responsibilities of the Authority

- a. As provided in Exhibit B, Section 2 Invoice and Payment, the Authority will reimburse the Contractor for actual costs incurred in the fulfillment to the obligations in the Scope of Work, in this Exhibit.

4. Task

A. **Task 1 – Outreach and Recruitment**

The City recognizes the need to coordinate services and resources between the City, Authority, and local partners and shall conduct public outreach related to recruitment efforts that will include the following:

1. Provide outreach and recruitment services to all potential applicants, including but not limited to, women, minorities, veterans, and other underrepresented individuals residing in Fresno, Kings, Tulare, Kern, Madera, and Merced counties. Implement Outreach workshops, develop marketing material, market training facility in local media venues, partner with local community colleges and high schools to recruit students, and partner with nonprofits that target underrepresented individuals.
2. Recruitment effort for class sizes of twenty (20) to twenty-five (25) students per cohort.
3. Business recruitment shall involve marketing, informational workshops, and targeted outreach. A wide range of marketing collateral will be used including, but not limited to, television, radio, social media, and print advertising to market the program and highlighting the program's success with company and job-seeker testimonials.
4. Upon request of the Contractor, the Authority Contract Manager shall provide assistance with the job fairs recruitment.
5. The City shall provide additional outreach support to the subcontractor.

a. Digital Presence:

The City shall display a hyperlink on the Training Center's dedicated website, ensuring it's optimized for search engines (SEO). Additionally, the City shall actively use its social media platforms to raise awareness about the training program, showcase graduation ceremonies, and announce the opening of new cohort application periods.



b. Local Educational Institution Partnerships:

The City shall support and facilitate communication between subcontractor and local schools, colleges, and adult education programs to establish clear pathways for interested and eligible students to transition into apprenticeship programs.

c. Public Relations:

The City shall assist the subcontractor by providing them with the required information and contacts. This shall enable them to effectively release press statements to promote the program, highlight graduation ceremonies, and announce the opening of new application periods for cohorts.

d. Community Outreach:

Implement a grassroots approach by attending local events, and relevant community gatherings to effectively communicate the benefits of the workforce-training program.

e. Data Collection and Analysis:

The City shall monitor effectiveness of outreach efforts, through close monitoring of program inquiries, applications, and program enrollments.

f. Feedback Mechanism:

To continually refine recruitment tactics, the City shall solicit input from the training program subcontractor. This collaborative effort will result in complementary and improved recruitment strategies.

B. **Task 2 – Pre-Apprenticeship Training**

1. Provide hands-on pre-apprenticeship highway and construction training along with industry specific certifications.
2. Create and develop curriculum and course work with the various skilled labor trades.
3. The pre-apprenticeship curriculum sessions on average will provide a ten (10)-week to twelve (12)-week customized classroom instruction and hands-on instructional project work. They City shall offer a minimum of four (4) class sessions per year.

4. Training shall include both group and individual instruction.
5. Hands-on shop training shall be conducted and supervised by skilled craft-persons with a status of full journeyman in the trade being performed.
6. A list of equipment, tools, instruments, materials, textbooks, and supplies necessary for the pre-apprenticeship training and job placement services will be provided by the City.
7. Key components of the curriculum shall include, but are not limited to:
  - a. Orientation to the construction industry and the apprenticeship structure
  - b. Construction related physical fitness training and job safety
  - c. Applied math for construction.
  - d. Surveying and blueprint reading
  - e. Tool and material identification
  - f. Fundamentals of structural steel and ironwork
  - g. Fundamentals of framing, form, foundation work, and cement work
  - h. Basic electrical and wiring work.
  - i. Basic elements of plumbing
  - j. Hazardous waste and lead abatement training
  - k. Confined space training
  - l. On-line training in emerging environmental technologies
  - m. Computer Assisted Drafting (CAD)
8. Upon successful completion of various training modules, the students will earn certifications in the following topics:
  - a. OSHA 30- Construction industry standard for safety compliance
  - b. Hazardous waste-Identification of HAZMAT materials and proper management

- c. Traffic control work zone safety-Fundamentals of traffic control regulations
- d. Confined space entry-Fundamentals of confined space risks, safety, and rescue
- e. First Aid-CPR and basic life support
- f. Forklift Operations-Forklift Safety and operation
- g. Scissor Lift Operations-Aerial lift safety and operation

C. **Task 3 – Job Placement and Counseling**

- 1. The Contractor shall provide complete job search, counseling, and placement services to all students who graduate from the Program, including coordination with the City, Authority, and its Consultants, Contractors, and subcontractors to fulfill skilled labor needs for the Phase 1 segment of the High-Speed Rail Project.
- 2. Job Fairs shall be conducted to connect graduates of Central Valley Training Center (CVTC) with potential employers.
- 3. Counseling shall include guidance on job search efforts; however, students will be expected to conduct job search efforts on their own.
- 4. Job Fairs shall be conducted at the conclusion of each cohort with the goal of connecting graduates of the CVTC with potential employers.

D. **Task 4 – Job Retention assistance and Mentoring**

- 1. The Contractor shall provide job retention assistance and follow-up services to all placements from the Program and provide contact information, email, and phone number for the job rendition specialist.
- 2. Once placement is made, initial follow-up shall occur on start date, with additional monthly check-ins to continue for a full year post placement. Check-ins may be conducted in person or by telephone.
- 3. If staff find that a student faces a barrier to retaining employment, staff shall assist the student in accessing resources to help them remain employed. If a student loses employment, staff shall assist with identifying alternative employment options and help the student to gain other employment.

4. As part of job retention assistance and follow-up services, the Contractor shall provide on the job mentoring to ensure continued participation and success of Program graduates.

E. **Task 5 – Contract Management and Reporting**

1. Administrative duties shall include, but not limited to documentation, progress reports, task deliverables, invoice preparation, and preparation of the Final Report. The contractor will provide a dedicated staff person to manage the day-to-day operations of the program.
2. The Contractor shall provide monthly progress reports with the information necessary to update the Authority on the status of the Program and the fulfillment of mitigation measures outlined in the Authority Agreement.
3. The Monthly Report shall include the following:
  - a. Number of students enrolled in the program for the report month.
  - b. Number of hours of training received by each student during the report month.
  - c. Number of students placed into jobs during the month, listed by zip code, occupation, employer, or apprenticeship program address and phone number.
  - d. An audit of the expenditures of the funds provided to the Authority pursuant to this Agreement.
  - e. Monthly Advertising and Marketing plan report shall include television advertising, print media, social media, and radio. The report shall include the targeted area of broadcasting and results of responses from targeted areas.
  - f. Monthly outreach and recruitment report plan shall include the dates and times of outreach workshops, outreach events at high schools, outreach events at community colleges and job fairs. Forecasted events should be included in the monthly report.
  - g. Monthly Inventory of materials and equipment purchased and used during instruction. Excess materials will be added back into the inventory and used on other projects.

h. Other necessary information requested by the Authority Contract Manager.

4. The City shall provide a Final Report to the City's Contract Manager within sixty (60) days of: a) completion of all Contractor's obligations under this Agreement; b) the expenditure of all the funds provided to the Contractor under this Agreement; or c) termination of the Agreement pursuant to its terms. The Final Report will summarize all pertinent activities and accomplishments during the full course of the program.

a. The Final Report shall include:

1. Findings, conclusions, and recommendations from the Program.
2. Quantified data qualified for measurement purposes to include placement and retention data for the Program, and for post-Program employment.

5. In handling all data, the Contractor shall follow guidelines as set forth in the California Information Practices Act of 1977. Data collected for the purposes of reporting shall not be held or reported in a manner that is personally identifiable. Data shall be self-reported and stored separately from any personally identifiable information that the Contractor may have about participants of the program.

## 5. Meeting

A. The Authority Contract Manager and the Contractor shall attend a meeting on a mutually agreed upon day and time, within one (1) week after the execution of the Agreement. Additional meetings may be scheduled at the request of either the Authority Contract Manager or the Contractor. Should either party request a meeting, the other party shall respond within forty-eight (48) hours with an agreed upon day and time, to take place within one (1) week.

## 6. Notice to Proceed

A. The Authority will issue a Notice to Proceed (NTP) to the Contractor to commence work after the execution of the Agreement by both Parties. No Work shall be initiated by the Contractor prior to execution of the Agreement and the NTP has been provided by the Authority's Contract Manager.

**The remainder of this page is intentionally left blank.**

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Contingency Clause

- A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, covered under this Agreement does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an amendment to the Agreement to reflect the reduced amount.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this Authority program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the United States of America or California State Legislature during the Agreement term, that affects the provisions, terms, or funding of this Agreement in any manner.

2. Invoice and Payment

- A. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to reimburse the Contractor for actual costs in accordance with Exhibit B, Attachment 1 – Training and Facility Budget. Rates and/or cost shall not exceed the rates identified in Exhibit B, Attachment 1 – Training and Facility Budget.
  - (1). The Contractor agrees to compensate all subcontractors with the same payment structure.
  - (2). The Contractor shall not charge for invoicing or be reimbursed for the administrative act of invoicing the Authority for Work performed under the Agreement.
- B. No payment shall be made in advance of services rendered.
- C. The total amount payable by the Authority for this Agreement shall not exceed the amount on the STD 213. It is understood and agreed that this total is the maximum amount payable to the Contractor and that the actual amount of Work requested by the Authority, and payment therefor, may be less.
- D. The Contractor shall provide one (1) electronic original copy of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) days after completion of each billing period or upon completion of a task to:

Financial Office  
California High-Speed Rail Authority

770 L Street, Suite 620 MS 3  
Sacramento, CA 95814  
[accountspayable@hsr.ca.gov](mailto:accountspayable@hsr.ca.gov)

AND

The Contractor shall also electronically submit one (1) additional courtesy copy of the invoice and supporting documentation to the Authority's Contract Manager or designee at the email address identified in Exhibit A.

- E. If requested by Authority, the Contractor shall provide paper copies of the invoice for payment, receipts and other documentation identified in Section 3, Invoice Content of this Exhibit B.
- F. The date of invoice delivery shall be the date the Authority receives the electronic original copy to the Financial Office at the email address listed in Section 2, Invoice and Payment, subsection D of this Exhibit B.
- G. Positions listed in Exhibit B, Attachment 1-Training and Facility Budget may be changed without an amendment to the agreement. A request for change must be in writing on the contractors letterhead, and (i) describe the position and the rate that is requested to be added or removed; (ii) specify the reason for any position or rate change; (iii) provide a current rate table for all project team members; and (iv) provide documentation supporting any position or rate change such as a Board of Director's Resolution, a new union contract, or equivalent official document. There shall be no change in the positions without written approval by the Authority's Contract Manager.

3. Invoice Content

- A. An invoice shall consist of, but not be limited to, the following:
  - (1). Agreement number, date prepared, Task, Line-Item Number as identified on Exhibit B, Attachment 1 – Training and Facility Budget, and billing period.
  - (2). The Contractor's hourly rates by individual, as identified on Exhibit B, Attachment 1 – Training and Facility Budget. Each invoice shall include hourly rates by position, and budgeted hours by workplan category or task (as specified in Exhibit B, Attachment 1 – Training and Facility Budget and by reference to Task Orders, as applicable) during the billing period.
  - (3). Actual, approved allowable other direct costs, miscellaneous costs, and materials.
  - (4). If applicable, an indication if the Contractor is certified as a California Certified Small Business (SB), Microbusiness (MB), Small Business for the Purpose of Public Works (SB-PW), or Disabled Veteran Business Enterprise (DVBE). Subcontractor and vendor invoices shall also indicate whether a subcontractor or vendor is an SB, MB, SB-PW, or DVBE.

- (5). The Contractor shall retain supporting documentation of amounts invoiced for audit purposes available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts/subagreements to secure adequate supporting documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.
- (6). By workplan category or task (as specified in Exhibit B, Attachment 1 – Training and Facility Budget and by reference to task orders, when applicable): cumulative amounts, budgeted per Agreement, billed to date, current billing, and balance of funds.
- (7). Subcontractors' and vendors' invoices.
- (8). The Postconsumer-Content Certification Form, [CalRecycle Form 74](#).
- (9). The Contractor shall report in its invoice to the Authority on a monthly basis the percentages of recycled products used for reportable purchases under the State Agency Buy Recycled Campaign (SABRC) pursuant to California Public Contract Code sections 12200 through 12217.

4. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq. The date of invoice delivery shall be the date the Authority receives the electronic original at the email address listed in Section 2, Invoice and Payment, subsection D. of this Exhibit B.

5. Excise Tax

- A. The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Contractor. The Authority will only pay for any State or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

6. Invoice Disputes

- A. Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of the Agreement. If the invoice is disputed, the Contractor will be notified via a Dispute Notification Form, or with other written notification within fifteen (15) Working Days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.

**The remainder of this page is intentionally left blank.**



## EXHIBIT C

### **GENERAL TERMS AND CONDITIONS**

GTC 04/2017

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 04/2017, is not included in the Agreement but is incorporated herein by reference. As indicated on the STD 213, a copy of Exhibit C can be found at the [Department of General Services State Contract Language Page](#).

If you do not have internet access, or otherwise cannot access the GTC 04/2017, please contact the Contracts and Procurement Branch below to receive a copy:

Contracts and Procurement Branch  
(916) 324-1541  
770 L Street, Suite 620 MS3  
Sacramento, California 95814  
[contracts@hsr.ca.gov](mailto:contracts@hsr.ca.gov)

**The remainder of this page is intentionally left blank.**

## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

#### 1. Term

- A. The term of this Agreement is as identified in Section 2 of the Standard Agreement (STD 213).

#### 2. Contract Management

- A. The Contractor's Contract Manager is responsible for the day-to-day Work status, decisions, and communications with the Authority's Contract Manager. The Contractor may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contractor's Contract Manager. This approval shall not be unreasonably withheld.
- B. There shall be no change in the Contractor's Contract Manager, or key members of the Contractor's team, including those listed in Exhibit B, Attachment 1 – Training and Facility Budget, without prior written approval by the Authority's Contract Manager. The new key members of the Contractor's team shall have qualifications equal to or greater than the qualifications of the personnel they are replacing. Approval shall not be unreasonably withheld. If the Contractor obtains approval from the Authority's Contract Manager to add or substitute personnel, the Contractor must provide the Personnel Request Form (to be obtained from the Authority's Contract Manager) or written request on the Contractor's letterhead, a copy of the resume for the additional or substituted personnel, along with a copy of the payroll verification for that person.
- C. The Authority, at its sole discretion, may provide written notice requiring that the Contractor remove or terminate from the Agreement any personnel of the Contractor, subcontractor or supplier that the Authority deems objectionable.
- D. The Authority may change its Contract Manager at any time by giving written notice to the Contractor without an amendment.

#### 3. Subagreements

For purposes of this Agreement, subcontractor and subconsultant are used interchangeably, and the provisions of this Agreement that apply to subcontractors/subconsultants apply to subagreements/subcontracts with both subcontractors and subconsultants, at all tiers.

- A. Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Authority and any subcontractors, and no subcontract/subagreement shall relieve the Contractor of its responsibilities and obligations under this Agreement. The Contractor agrees to be fully responsible to the Authority for the acts and omissions of its subcontractors, including for persons either directly or indirectly employed by those subcontractors, to the same extent the Contractor is liable for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract/subagreement.

- B. The Contractor shall perform the Work contemplated with resources available within its own organization, and no portion of the Work shall be subcontracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in Exhibit B, Attachment 1 – Training and Facility Budget.
- C. Unless specifically noted otherwise, any subcontract/subagreement equal to or greater than \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.
- D. The Contractor shall pay its subcontractors within seven (7) working days from receipt of each payment made to the Contractor by the State.
- E. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

4. Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure. The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of all data and information designated confidential by the Authority, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the Authority, or an individual identified within the data.
- B. The Contractor shall protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates.
- C. The Contractor agrees to store all Authority data, including backup data as part of its backup and recovery processes, in encrypted form, using no less than 128 bit key.
- D. Permission to disclose information on one occasion or during a public hearing held by the Authority relating to this Agreement shall not authorize the Contractor to disclose further such information or disseminate the same on any other occasion.
- E. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- F. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

- G. The Authority may reasonably request that the Contractor protect the confidentiality of certain data in a specified manner to ensure that confidentiality is maintained. The Contractor has the right to reasonably decline the Authority's request. In the event that such a request requires the Authority to take steps beyond those otherwise required by this Section 4 in order for the Contractor to comply, the Contractor shall notify the Authority as to the cost of compliance, and the Authority may thereafter, in its sole discretion, direct the Contractor to take such steps.
- H. Upon the expiration or earlier termination of this Agreement, Contractor shall (a) destroy all forms of Confidential Information (as defined in Section I below) of the Authority, including any and all copies thereof, and those portions of any documents, memoranda, notes, studies and analyses prepared by the Contractor that contain, incorporate or are derived from such Confidential Information and provide written certification of such destruction to the Authority in a form reasonably acceptable to the Authority, provided that the Contractor have the right to retain one copy of any such Confidential Information for archival purposes, provided such copy shall continue to be maintained on a confidential basis subject to the terms of this Agreement, and (b) Immediately cease use of such Confidential Information as well as any information or materials that contain, incorporate, or are derived from such Confidential Information. This provision may be waived at the Authority's sole discretion.
- I. The confidentiality obligations shall survive termination of this Agreement with the Contractor for a period of thirty-five (35) years, or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the Authority and its successors and assigns.
- J. Any subcontract/subagreement entered into as a result of this Agreement shall contain the exact text of all of the provisions of this Confidentiality of Data clause, regardless of dollar amount of the subcontract/subagreement.

5. Confidentiality Clause

- A. The terms and conditions of this Agreement and the Work described herein, including communication with third parties, are to be held confidential between the Parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with State or federal law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.
- B. The Contractor agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement. "Confidential Information" shall include all non-public business-related information, written or oral, disclosed or made available to the Contractor directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates, or representatives of the Contractor.
- C. The Contractor agrees to include all provisions of the Confidentiality Clause in all subcontracts, regardless of dollar amount of the subcontract, and to enforce the requirements thereof. This provision is intended to inure to the benefit of the Authority and its successors and assigns.

- D. All subsections of this Confidentiality Clause shall survive termination of this Agreement with the Contractor for a period of ten (10) years, or for so long as the information remains confidential, whichever is longer and will inure to the benefit of the Authority and its successors and assigns.

6. Conflict of Interest

- A. The Contractor and its employees, and all of its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
- B. The Contractor may be required to submit an Economic Interest Statement (Fair Political Practices Commission's Form 700) from each employee or subcontractor whom the Authority's Legal Office, in consultation with the Authority's Contract Manager or designee, determines is a designated employee under the Political Reform Act, subject to the requirements and restrictions of the Act. Such determination will be based on the nature of the Work to be performed by the employee or subcontractor. Each employee and subcontractor determined to be a designated employee under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who performs the same nature and scope of work as the Contractor.
- C. The Contractor shall compile and maintain documentation of compliance with this section as to: (i) all employees or subcontractor required by the Authority's Legal Office to submit a Fair Political Practices Commission's Form 700, and (ii) any mitigation requirements resulting from an Organizational Conflict of Interest Determination issued by the Authority's Legal Office.
- D. To the extent that mitigation measures are required as to the Contractor and/or any of its subcontractors, Contractor is required to self-certify annually that all required organizational conflict mitigations are in place and have been enforced.
  - (1). The Authority Contract Manager for this Agreement is responsible for enforcing and providing oversight related to any required conflict mitigation measures.

7. Settlement of Disputes

- A. The Parties agree to use their best efforts to resolve disputes arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.
- B. To the extent consistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in Section A above will be decided by the Chief Administrative Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Chief Administrative Officer, issued in writing, will be the final decision of the Authority. The final decision of the Authority is not binding on the Contractor.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language, including that of drafts, emails or other related documents.

- D. Neither the pendency of a dispute nor its consideration by the Chief Administrative Officer, will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

8. Termination

- A. Termination for Cause: In accordance with Section 7 of Exhibit C: GTC 04/2017, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
- B. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor if terminated for convenience of the Authority.
- C. Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- D. Contractor Claims Against this Agreement Under Early Termination: The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for Work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination, including the costs of preparing files for return to the Authority as required by Section 8 of this Exhibit D.

9. Non-Waiver

- A. Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Agreement at any time shall not affect the validity of this Agreement in whole or in part and shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, if the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

- B. No act, delay, or omission done, suffered, or permitted by one Party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such Party under any Agreement, or to relieve the other Party from the full performance of its obligations under the Agreement. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. No custom or practice between the Parties in the administration of the terms of the Agreement shall be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Agreement.
- C. No waiver of any term, covenant, or condition of the Agreement shall be valid unless in writing and signed by the Party providing the waiver.

10. Headings and Rules of Construction

- A. The titles of sections and subsections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. Unless otherwise specified, the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

11. Stop Work

- A. The Authority’s Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the Work in this Agreement.
- B. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to Work stopped. The Contractor shall immediately advise the Authority if the stop work order creates a situation that would present a danger to the health or safety of any person. The Authority shall review such information and may direct the Contractor to proceed in the manner determined by the Authority.
- C. The Contractor shall resume the stopped Work only upon receipt of written instruction from the Authority Contract Manager canceling the stop work order.
- D. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment to this Agreement in the event of a stop work order. Such adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop work order and be supported by documentation.

12. Nondiscrimination Compliance

- A. During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, title 2, section 11000, et seq.), the provisions of article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (sections 11135-11139.5), and the regulations or standards adopted by the Authority to implement such article.
- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Authority upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or the Authority shall require to ascertain compliance with this clause.
- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts/subagreements to perform work under this Agreement.

13. Evaluation of the Contractor

- A. An evaluation of the Contractor's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the Contractor for comment. The evaluation, together with the comments, shall be retained by the Authority. Contractor performance evaluations may be considered in the evaluation of future solicitations.
- B. Performance of the Contractor under this Agreement shall be evaluated. At the conclusion of the Agreement, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, STD 4. A copy of any negative evaluation for agreements over \$5,000 shall be sent to the Department of General Services, Office of Legal Services.



14. Ownership of Data

- A. During the term of this Agreement, and upon completion of any and all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data.
- B. The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by the Authority of the electronic machine readable information and data provided by the Contractor under this Agreement; further, the Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the Authority of the Project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.
- C. Any subcontract/subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.
- D. "Generated data" is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement. "Generated data," as defined herein, shall not include proprietary data, as defined below.
- E. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Authority's access to and the testimony available regarding the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate, or conclusion referred to or expressed in any deliverable for this Agreement.

15. Amendment

- A. This Agreement may be modified by amendment with mutual consent of the Parties as to time, money, scope, and other provisions, to the extent allowable by law. This includes the limitations contained in the State Contracting Manual, Volume 1, Section 5.81, regarding amending the Agreement for time to complete performance, not to exceed one (1) year and additional funds not more than 30% (not to exceed \$250,000) of the original contract amount.

- B. The amendment shall be made in accordance with Exhibit C: GTC04/2017, Section 2 Amendment. If the provisions in this section conflict with the Exhibit C: GTC 04/2017, the terms of the Exhibit C: GTC 04/2017 control over the terms of this clause.
- C. To correct incidental or typographical errors.
- D. To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.
- E. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and all necessary approvals have been obtained. No oral understanding or agreement nor formally incorporated in writing into the Agreement is binding on the Parties.
- F. The Contractor shall only commence Work covered by an amendment after the amendment is executed and NTP for the amendment has been provided by the Authority's Contract Manager.
- G. The Contractor shall execute a new California Civil Rights Laws Certification to accompany any amendment to this Agreement.

16. Survival

- A. The Contractor's obligations under Exhibit D: Section 4, Confidentiality of Data, Exhibit D: Section 5, Confidentiality Clause, Exhibit D: Section 8, Termination, Exhibit D: Section 14, Ownership of Data, Exhibit E: Section 2, Indemnification, to the extent such insurance is required to be maintained past the Agreement term, and any other provisions that impose an obligation of confidentiality and/or nondisclosure shall survive the termination, expiration, and/or end date of this Agreement unless otherwise stated within the provision. Subcontracts/subagreements entered into with subcontractors, regardless of dollar amount, shall contain this provision for the benefit of the Authority.

17. Compliance with Laws

- A. The Contractor shall follow all applicable laws, codes, and regulations in carrying out the Work.

18. Electronic or E-Signatures

- A. In accordance with the Uniform Electronic Transactions Act, California Civil Code sections 1633.1-1633.17 and State Administrative Manual Management Memo 20-07, electronic signatures or e-Signatures are acceptable on contract forms, invoices, and documents and have the same legal effect or enforceability as if they were an "original" or "wet" signature. The Authority and the Contractor signatories must have unequivocally approved the same document.

19. Severability

- A. This provision is in addition to the Unenforceable Provision requirements contained in Exhibit C: GTC 04/2017. If this provision conflicts with Exhibit C: GTC 04/2017, the terms of Exhibit C: GTC 04/2017 control over the terms of this clause. If any provision of this Agreement is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect; provided that in such event the Parties hereto shall in good faith attempt to replace the invalid or unenforceable provision with one that is valid and enforceable and comes as close as reasonably possible to expressing or achieving the intent of the Parties with regard to the original provision. Upon agreement of the Parties, this Agreement shall be amended by a signed writing, as set forth in Section 5 of Exhibit A, to incorporate the substitute language.

20. Entire Agreement

- A. This Agreement, with its Exhibits and Attachments stated on the STD 213 represents the entire and integrated agreement between the Authority and the Contractor, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof.

21. Submittal Requirements

- A. Where Contractor is required to make available or provide submittals, reporting data, correspondence or any other information to the Authority, Contractor shall make available or provide such information in a form and method acceptable to the Authority. The Authority may at any time designate new systems and processes for use by Contractor to make available or provide such submittals and information to the Authority, which Contractor shall use as directed by the Authority.

22. Standards of Conduct

- A. The Contractor shall maintain a satisfactory standard of employee competency, appearance, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.

23. Contractor Name Change and Assignment

A. Name Change

- (1). An amendment to this Agreement is required to change the Contractor's name as specified in this Agreement. Upon receipt of legal documentation of a name change, the Authority shall process a formal written amendment to this Agreement to change the Contractor's name. Invoices for Work under the new name shall not be paid prior to execution of a written amendment.

B. Assignment

- (1). This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the Authority in the form of an approved written amendment to this Agreement. Upon receipt of official documentation justifying an assignment (e.g., certified filing from the California Secretary of State, sales agreement signed by both Parties, Notice of Assignment signed by both Parties), the Authority may process a formal written amendment to assign this Agreement. The Contractor must continue to provide all work/services required under this Agreement prior to execution of a written amendment to this Agreement for an assignment. Invoices for services performed prior to execution of a written amendment to this Agreement for an assignment must be submitted under the assigning Contractor's name as currently specified in this Agreement in order to be paid.

24. Small Business Participation, and Disadvantaged Business Entity Participation Goals and Reporting Requirements

- A. This Agreement is subject to Small Business, Disabled Veteran Business Enterprise, and Disadvantaged Business Entity participation goals in compliance with State and federal law. (1. SB: California Executive Orders S-02-06 and D-43-01, and Government Code § 14835, et seq.; 2. DVBE: Public Contract Code (PCC) § 10115, et seq., Military and Veterans Code (MVC) § 999, et seq., and California Code of Regulations (CCR) Title 2 §1896.61, et seq.; and 3. DBE: Pub. L. No. 109-59, § 1101, 119 Stat. 1144 (2005), Title 49 Code of Federal Regulations (C.F.R.), Part 26, including §§ 26.1(b), 26.3, 26.5 and 26.41, and Authority Board Resolution # HSRA 12-21.)
- B. The Authority established a "Small and Disadvantaged Business Enterprise Program" on August 2, 2012. This Agreement incorporates by reference the Authority's revised SB/DVBE Program dated November 2, 2023, which establishes a twenty-five (25) percent SB utilization goal, inclusive of a three (3) percent goal for Microbusinesses (MB) that is calculated based on total contract dollars received from state funds. Additionally, the SB/DVBE Program sets a three (3) percent DVBE participation goal. DVBE and DBE goals are calculated based on total contract dollars. (The Authority's SB Program is available on the Authority's website.) The Contractor shall be responsible for complying with any revised or modified Authority SB Program, including all reporting requirements.
- C. Further details about the Authority's goal and its SB/DBE program may be found on the Authority's website at <https://hsr.ca.gov/business-opportunities/small-business-program/>

D. SB Goal

- (1). The Contractor commits to meet or exceed the overall twenty-five (25) percent SB utilization goal, inclusive of a three (3) percent goal for Microbusinesses (MB) for this Agreement as established by the SB Program. SB means a business certified by California Department of General Services (DGS)/ Office of SB and DVBE Services (OSDS) in accordance with GC § 14837 (d)(1) and 2 CCR 1896.12(a). Microbusiness means a SB certified by the Department of General Services/OSDS in accordance with GC § 14837 (d)(2) and 2 CCR 1896.12(b). In addition, Government Code §§ 14837 and 14838 identifies a SB certification category for the purpose of Public Works contracts/projects.

E. DVBE Goal

- (1). Under the SB Program, the Contractor commits to meet or exceed a three percent goal for DVBE participation under this Agreement. Only State of California OSDS certified DVBEs who will perform a Commercially Useful Function shall be used to satisfy the DVBE requirement. The term “DVBE contractor, subcontractor or supplier” means any Person that satisfies the ownership (or management) and control requirements of CCR Title 2 § 1896.81, is certified in accordance with CCR Title 2 § 1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a CUF as required in MVC § 999(B).
- (2). This three (3) percent DVBE goal is calculated based on total contract dollars.

F. Each certified SB, MB, SB-PW, and DVBE identified by the Contractor must perform a CUF in the performance of the entire Agreement as defined in Govt. Code section 14837(d)(4) and the SB Program. (GC § 14837(d)(4); Title 2 CCR § 1896.15.)

G. SB, and DVBE Reporting Requirements

- (1). The following requirements either restate, or are in addition to, the SB and DVBE reporting requirements contained in Section 19 of the General Terms and Conditions (GTC 04/2017) in Exhibit C of this Agreement:
  - a. The Contractor shall within sixty (60) days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, report to the Authority the actual percentage of SB participation that was achieved. (Govt. Code § 14841.) SB, MB, and SB-PW classifications are included within this reporting requirement.
  - b. The Contractor shall within sixty (60) days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, certify in a report to the Authority:
    1. The total amount the prime Contractor received under the Agreement;

2. The name and address of the DVBE(s) that participated in the performance of the Agreement;
  3. The amount each DVBE received from the prime Contractor;
  4. That all payments under the Agreement have been made to the DVBE; and
  5. The actual percentage of DVBE participation that was achieved, based on the total Agreement dollars received by the Contractor. This data shall be accurately completed on the Prime Contractor's Certification DVBE Subcontracting Report (STD 817) upon contract completion. The Authority shall withhold \$10,000, or full payment if less than \$10,000, from a prime contractor's final payment pending receipt of a complete and accurate STD 817. (MVC § 999.5(d), 999.55, 999.7(a).)
- B. In addition, the Contractor shall submit to the Authority a monthly progress report that includes the information in items 1-10 below regarding SB utilization, which shall include SB (including MB and SB-PW reported separately), DVBE categories at all tiers (Monthly Small Business Utilization Form). The Monthly Small Business Utilization Form and Prompt Payment Report will be used to keep a running tally of actual amount paid to SBs, including MBs, SB-PW, and DVBEs for work performed under the Agreement. The requirements in this Exhibit D, Section 24 shall also include any amended portion of the Agreement.
- D. The Contractor shall submit the Monthly Small Business Utilization Form, Prompt Payment Report and SB Monthly Narrative (see SB Program requirements) to the Contract Compliance Unit no later than the 15th of each month under the Agreement. The Monthly Small Business Utilization Form and Prompt Payment Report shall be executed as provided in item 10. A Person that knowingly provides false information shall be subject to a civil penalty for each violation. (MVC § 999.5(d); and Govt. Code § 14841.)
- E. The Monthly Small Business Utilization Form and Prompt Payment Report shall include and verify the following:
1. Name of each SB, MB, SB-PW, and DVBE participating under the Agreement.
  2. Type of work assignment designated to each SB, MB, SB-PW, and DVBE.
  3. The type of classification of each subcontractor, SB (including MB and SB-PW reported separately), and DVBE related to the work assignment.
  4. The date of the invoice submitted by each SB, MB, SB-PW, and DVBE during the reporting period.
  5. The amount invoiced by each SB, MB, SB-PW, and DVBE during the reporting period.

6. The amount invoiced to date by each SB, MB, SB-PW, and DVBE.
7. The eligible dollars committed to each SB, MB, SB-PW, and DVBE, including:
  - A. The eligible dollars paid to each SB, MB, SB-PW, and DVBE during the reporting period;
  - B. The eligible dollars paid to the SB, MB, SB-PW, and DVBE as a result of an amendment to the Agreement; and
  - C. The eligible dollars paid to date for each SB, MB, SB-PW, and DVBE.
8. The eligible dollars paid to date as a percentage of the total commitment to each SB, MB, SB-PW, and DVBE, based on the total dollars received under the Agreement by the Contractor.
9. The tier hierarchy of each subcontractor included in the report.
10. The signature of an authorized representative of the Contractor that certifies under penalty of perjury that the information contained in the report is true and correct.

7. Right to Bar

- A. The Authority reserves the right to bar any Contractor's employee from an Authority work site.

8. Multiple Contractors

- A. The Authority may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other contractors and State employees.

9. Rejection

- A. Should any portion of the work done or any materials, articles, or equipment delivered fail to comply with the requirements of this Agreement, such work, materials, articles, or equipment shall be rejected, and shall immediately be made satisfactory to the Authority Contract Manager by the Contractor at no additional cost to the Authority. In the event the Contractor fails to take necessary steps to ensure future conformity with the requirements of this Agreement, the Authority shall have the right to:
  - E. Procure services required by this Agreement and charge the Contractor for the procured services.

**AND/OR**

- F. Terminate this Agreement.

10. Jurisdiction and Venue

- A. This Agreement is subject to the laws of the State of California. Any legal or equitable action that arises out of or relates to this Agreement shall be brought in a court of competent jurisdiction in the County of Sacramento of the State of California pursuant to Public Utilities Code section 185038.

11. Audit

- A. The Contractor agrees that the Authority, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement, including payroll records. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896).

12. Executive Order N-6-22 – Russia Sanctions

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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## EXHIBIT E

### ADDITIONAL PROVISIONS

#### 1. Indemnification

- A. Contractor agrees to indemnify, defend, and hold harmless the Authority, FRA, State of California, their officers, agents, and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor. The Contractor will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or wrongful acts, errors, or omissions of the Contractor. The Contractor's indemnification herein with regard to third parties shall arise only to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor, or those under the Contractor's control, with regard to such third parties.
- B. This provision is in addition to the Indemnification requirements contained in Exhibit C: GTC 04/2017. If this provision conflicts with Exhibit C: GTC 04/2017, the terms of Exhibit C: GTC 04/2017 control over the terms of this clause.

#### 2. Access To Sites and Records

- A. The Authority staff and/or its representatives shall have reasonable access to all sites and records related to this Agreement.

#### 3. Standard of Care

- A. The Contractor, in performing its professional services under this Agreement, owes the Authority the following duties of care (the Contractor's "Standard of Care"):
  - (1). The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances;
  - (2). The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and,
  - (3). The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

#### 4. Damages Due to Errors and Omissions

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. The Contractor may be liable for Authority costs resulting from errors or deficiencies in designs or other work product furnished under this Agreement.
- B. When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the Authority Contract Manager (with the advice of technical personnel) shall consider the extent to which the Contractor may be reasonably liable.

- C. The Authority Contract Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Authority's interest. The Authority Contract Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the Contractor.

5. Legal Notice

- A. This clause is not intended to apply to normal, daily communication between the Parties related to the progress of Work. This clause applies to situations where notice is required to be given by the Agreement or the Parties are asserting their legal rights and remedies. This section is not intended to replace any other applicable legal requirements.
- B. Any communication, notice, or demand of any kind whatsoever which any Party may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Contractor Name:	City of Selma	Authority:	Alicia Fowler
Title:	City Manager, Fernando Santillan	Title:	Chief Counsel
Company:	City of Selma	Company:	California High-Speed Rail Authority
Address:	1710 Tucker St. Selma, Ca. 93662	Address:	770 L Street, Suite 620 MS1 Sacramento, CA 95814
Telephone:	559-891-2200	Telephone:	(916) 324-1541
Email:	FernandoS@cityofselma.com	Email:	<a href="mailto:legal@hsr.ca.gov">legal@hsr.ca.gov</a>

- C. The Contract Managers identified in Exhibit A, Background and Purpose, subsection 4. shall be notified via email when a notice is sent.
- D. Notice shall be effective when received unless a legal holiday for the State commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next working day.

6. Computer Software

- A. If software usage is an element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- B. Software utilization is expected as a standard part of performance of the Work and typical business operations. Contractor shall be responsible for all necessary acquisition, operation and maintenance of computer software utilized as part of the ordinary course of Contractor's business. Purchase of software that is not considered within the ordinary course of business shall be subject to advance written approval by the Authority.

7. Equipment Rental Agreements

- A. The State shall not be responsible for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.

8. Contingent Fee

- A. The Contractor warrants by execution of this Agreement, that no Person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the Work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. Non-Eligible Alien Certification

- A. In accordance with 8 U.S. Code section 1621, the Contractor certifies by execution of this Agreement, that it is not an alien who is not:
  - (1). A qualified alien (as defined in 8 U.S. Code section 1641),
  - (2). A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 et seq.], or
  - (3). An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for less than one year.

10. The California Environmental Quality Act

- A. By entering into this Agreement that mentions or refers to the California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and State environmental permitting laws/agencies and initially authorizes related work, the Authority does not: (a) waive the Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA's application to the System; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the System.

11. Buy Recycled Program Requirements

- A. The Contractor shall comply with the requirements of State Agency Buy Recycled Campaign (SABRC) pursuant to California Public Contract Code sections 12200 through 12217, inclusive, to the maximum extent economically feasible. The Contractor shall report in its invoice to the Authority on a monthly basis the percentages of recycled products used for reportable purchases under these sections.

12. Security

A. Authority and Employee Property

- (1). The Contractor shall not open, use, access, look, read, remove, or copy any documents or records. The Contractor shall not use, access or disturb cabinets, files, desks, computers, folders, papers, books, telephones, calculators, kitchen appliances, or Authority employee's personal property. Failure to adhere to this security policy may result in immediate termination of the Agreement.

13. Health and Safety

- A. The Contractor shall comply with all applicable health and safety laws and regulations at the Contractor's own expense. Upon notice by the Authority, the Contractor shall also comply with the Authority's specific health and safety requirements and policies. The Contractor also agrees to include in any subcontract related to the performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice by the Authority, the Authority's specific health and safety requirements and policies.

**The remainder of this page is intentionally left blank.**

Exhibit B, Attachment 1  
Training and Facility Budget

	Central Valley Training Program Economic Development Corporation	Hourly rate	Contracted hours	Estimated Cost
Line-Item 1	COO, EDC	\$82.81	106	\$8,777.86
Line-Item 2	Office Administrator	\$52.02	416	\$21,640.32
Line-Item 3	Workforce Training/Retention, EDC	\$52.02	2080	\$108,201.60
Line-Item 4	Controller, EDC	\$83.51	208	\$17,370.08
Line-Item 5	Drug Testing	N/A	N/A	\$9,000.00
Line-Item 6	Apprenticeship Support	N/A	N/A	\$56,000.00
Line-Item 7	Outreach and Marketing EDC	N/A	N/A	\$37,000.00
Line-Item 8	Program Laptop	N/A	N/A	\$1,500.00
Line-Item 9	Copier/Certificate Paper/Ink	N/A	N/A	\$2,500.00
Line-Item 10	Paper products (cups, hand towels,) pens, markers, pencils, highlighters	N/A	N/A	\$1,000.00
Line-Item 11	Picture Frames/Certificate Holders	N/A	N/A	\$1,000.00
Line-Item 12	Disposable masks/gloves, hand sanitizer, wipes/cleaner	N/A	N/A	\$1,500.00
Line-Item 13	PPE (hard hats, vests, safety goggles, work gloves, N95/dust masks tool belts)	N/A	N/A	\$7,000.00
Line-Item 14	EDC Program Supplies (requires adjustments)	N/A	N/A	\$12,500.00
			<b>Line-Items 1-14 Total</b>	<b>\$284,989.86</b>
	<b>Fresno Madera Kings Trade Union (FMKT)</b>			
Line-Item 15	Director, *FMKT	\$86.07	2080	\$179,025.60
Line-Item 16	Training Manager, *FMKT	\$52.70	2080	\$109,616.00
Line-Item 17	Laborer Instructor (Certifications), *FMKT	\$46.54	2080	\$96,803.20
Line-Item 18	Journeyman Instructor 1, *FMKT	\$71.50	1440	\$102,960.00
Line-Item 19	Journeyman Instructor 2, *FMKT	\$71.50	1440	\$102,960.00
Line-Item 20	Insurance, *FMKT	N/A	N/A	\$17,000.00
Line-Item 21	Classroom Tables/Chairs/Desks	N/A	N/A	\$9,000.00
Line-Item 22	Eye Wash Station	N/A	N/A	\$500.00
			<b>Line-Items 15-22 Total</b>	<b>\$617,867.80</b>
	<b>Valley Apprenticeship Connections (VAC)</b>			
Line-Item 23	VAC Program Supplies online Resume workshop, laptops, paper/toner, printer, phone allowance	N/A	N/A	\$17,000.00
Line-Item 24	Small Classroom Items (Fans, AC Unit, Heaters, Projector, Computer/Equipment, Surge Protectors)	N/A	N/A	\$10,500.00
Line-Item 25	TFC instructors *VAC	\$68.98	1680	\$115,886.40
Line-Item 26	Case Manager, *VAC	\$68.98	1680	\$115,886.40
Line-Item 27	Program Manager, *VAC	\$39.05	1680	\$65,604.00
Line-Item 28	Program Assistant, *VAC	\$68.98	1680	\$115,886.40
Line-Item 29	Certifications	N/A	N/A	\$22,000.00
			<b>Line-Items 23-29 Total</b>	<b>\$462,763.20</b>

Exhibit B, Attachment 1  
Training and Facility Budget

City of Selma				
Line-Item 30	Administrator, City of Selma	\$130.08	792	\$103,023.36
Line-Item 31	Contract Oversight, City of Selma	\$130.08	462	\$60,096.96
Line-Item 32	Economic Development, City of Selma	\$130.08	792	\$103,023.36
			<b>Line-Items 30-32 Total</b>	<b>\$266,143.68</b>
Equipment				
Line-Item 33	Forklift	N/A	N/A	\$9,000.00
Line-Item 34	Scissor Lift	N/A	N/A	\$2,400.00
Line-Item 35	Storage Racks	N/A	N/A	\$5,600.00
Line-Item 36	Sheet Metal Sheer	N/A	N/A	\$7,000.00
			<b>Line-Items 33-36 Total</b>	<b>\$24,000.00</b>
Program Construction Materials				
Line-Item 37	Gravel/Concrete Mix	N/A	N/A	\$5,900.00
Line-Item 38	Dry Wall/Dry Wall Hand Tools	N/A	N/A	\$6,000.00
Line-Item 38	Bricks, Planks	N/A	N/A	\$6,600.00
Line-Item 39	Shovels, Wheelbarrows	N/A	N/A	\$4,400.00
Line-Item 40	Nails, Screws, Wires	N/A	N/A	\$3,530.00
Line-Item 41	Painting Materials (rollers, covers, brushes, paint, tile/construction adhesives, trays, liners, tools, scrapers, drop cloths, tape)	N/A	N/A	\$14,308.46
Line-Item 42	Hand Tools (wrenches, pliers, screw drivers, splicers, hex keys, measuring tape, drills, cutters, hammers, trowel)	N/A	N/A	\$17,500.00
Line-Item 43	Facilities (Lease, garbage service, water service, internet, and PG&E)	N/A	N/A	\$286,000.00
			<b>Line-Items 37-43 Total</b>	<b>\$344,238.46</b>
<b>Grand Total - \$2,000,000.00</b>				

**Signature:**

**Email:** fernandos@cityofselma.com

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

**April 1, 2024**

**ITEM NO: D.**

**SUBJECT:** Consideration of a Resolution Accepting an Easement for Public Utility Purposes from Valley Truck Parking along Nebraska Avenue

**BACKGROUND:** Valley Truck Parking, LLC is developing a parcel on the south side of Nebraska Avenue between Dockery Avenue and Pacific Avenue for J&C Trucking Operations. As a Condition (COA #53) of the approved Site Plan (SPR 2022-03), the development was required to dedicate a 10-foot Public Utility Easement along the Nebraska Avenue frontage. An easement was prepared and provided by the Developer for review and acceptance by Staff. Staff reviewed the submitted easement and determined it is technically correct for recording and acceptance by the City.

**FISCAL IMPACT:** No fiscal impact.

**RECOMMENDATION:** Staff recommend that Council adopt a resolution to accept the public utility easement dedication on behalf of the public.

/s/

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David Horn  
City Engineer

March 25, 2024  
Date

/s/

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Jerome Keene  
Deputy City Manager

March 25, 2024  
Date

/s/  
 Fernando Santillan  
 City Manager

March 25, 2024  
Date

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA ACCEPTING A PUBLIC UTILITY EASEMENT FROM  
VALLEY TRUCK PARKING, LLC ALONG NEBRASKA AVENUE**

**WHEREAS**, Valley Truck Parking, LLC, a California Limited Liability Corporation, (“Owner”) submitted a site plan review application for a truck parking development (“Development Project”) on the south side of Nebraska Avenue, APN 390-190-03 (“Property”); and,

**WHEREAS**, one of the conditions of approval for the Development Project was for the dedication of a public utility easement along the frontage of Nebraska Avenue; and,

**WHEREAS**, it is in the best interest of the City of Selma and its residents to accept the Deed of Easement; and,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Selma hereby finds, determines, and declares the following:

1. The above recitals are true and correct;
2. The Council accepts the Deed of Easement for public utility purposes.
3. Directs the City Clerk to complete and sign the Certificate of Acceptance for the Deed of Easement and submit the completed Deed to the Fresno County Recorder for recordation.
4. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 1st day of April 2024 by the following vote:

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

(Signatures on the following page)



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Scott Robertson  
Mayor

ATTEST:

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Reyna Rivera  
City Clerk

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

**April 1, 2024**

**ITEM NO: E.**

**SUBJECT:** Consideration of a Resolution Accepting an Easement for Public Street and Utility Purposes from Valley Truck Parking for Nebraska Avenue

**BACKGROUND:** Valley Truck Parking, LLC is developing a parcel on the south side of Nebraska Avenue between Dockery Avenue and Pacific Avenue for J&C Trucking Operations. As a Condition (COA #50) of the approved Site Plan (SPR 2022-03), the development was required to dedicate right of way for public street and utility purposes for the ultimate right of way of 32 feet south of the section line. An easement was prepared and provided by the Developer for review and acceptance by Staff. Staff reviewed the submitted easement and determined it is technically correct for recording and acceptance by the City.

**FISCAL IMPACT:** No fiscal impact.

**RECOMMENDATION:** Staff recommend that Council adopt a resolution to accept the public street and utility easement dedication on behalf of the public.

/s/  
\_\_\_\_\_  
David Horn  
City Engineer

March 25, 2024  
Date

/s/

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Jerome Keene  
Deputy City Manager

March 25, 2024  
Date

/s/  
 \_\_\_\_\_  
 Fernando Santillan  
 City Manager

March 25, 2024  
Date

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA ACCEPTING A PUBLIC STREET AND UTILITY EASEMENT FROM  
VALLEY TRUCK PARKING, LLC FOR NEBRASKA AVENUE**

**WHEREAS**, Valley Truck Parking, LLC, a California Limited Liability Corporation, (“Owner”) submitted a site plan review application for a truck parking development (“Development Project”) on the south side of Nebraska Avenue, APN 390-190-03 (“Property”); and,

**WHEREAS**, one of the conditions of approval for the Development Project was for the dedication of public street and utility easement for the ultimate right of way for Nebraska Avenue; and,

**WHEREAS**, it is in the best interest of the City of Selma and its residents to accept the Deed of Easement; and,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Selma hereby finds, determines, and declares the following:

1. The above recitals are true and correct;
2. The Council accepts the Deed of Easement for public street and utility purposes.
3. Directs the City Clerk to complete and sign the Certificate of Acceptance for the Deed of Easement and submit the completed Deed to the Fresno County Recorder for recordation.
4. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the \_\_\_\_ day of \_\_\_\_ 2024 by the following vote:

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

(Signatures on the following page)

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Scott Robertson  
Mayor

ATTEST:

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Reyna Rivera  
City Clerk

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

**April 1, 2024**

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**ITEM NO:** F.

**SUBJECT:** Consideration of a Resolution Approving a Request for a Fee Waiver for Fresno PFLAG

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**BACKGROUND:**

Fresno PFLAG has submitted a request to waive fees associated with the placement of commemorative non-commercial flags on the Selma Arts Center Building for a period no longer than 10 consecutive days in June of this year (Attachment #1).

**DISCUSSION:**

Fresno PFLAG submitted an application requesting temporary placement, pursuant to the City Municipal Code Section 11-28-7(C)(3), of a Pride (LGBTQ+) flag on the Selma Arts Center building.

The Deputy City Manager has referred this application to the City Council for approval to waive the \$235 Temporary Sign/Banner Permit Fee and \$265 Light Pole Banner Hanging Fee (total fee waiver of \$500).

**FISCAL IMPACT:**

If approved, \$500 would be the cost to the General Fund that would have otherwise been collected for the processing of the associated permits.

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**RECOMMENDATION:** Consider approving a resolution and request from Fresno PFLAG to waive fees associated with the temporary flag placement.

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\_\_\_\_\_/s/\_\_\_\_\_  
Jerome Keene, Deputy City Manager

\_\_\_\_\_  
03/12/2024  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan, City Manager

\_\_\_\_\_  
03/12/2024  
Date

Attachments –

1. Resolution
2. Applicant Fee Waiver Application Materials

**RESOLUTION NO. 2024 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SELMA, CALIFORNIA, APPROVING A  
REQUEST FOR A FEE WAIVER FOR FRESNO PFLAG**

**WHEREAS**, the Fresno PFLAG., a 501(c)(3) non-profit organization, requested that the City Council waive fees associated with placement of commemorative non-commercial flags on the Selma Arts Center Building for a period no longer than 10 consecutive days in the month of June; and

**WHEREAS**, the total fees associated with the placement of commemorative non-commercials at the Selma Arts Center Building are Five Hundred Dollars (\$500), which includes the fees the \$235 Temporary Sign/Banner Permit Fee and \$265 Light Pole Banner Hanging Fee; and

**WHEREAS**, the total amount the Fresno PFLAG is requesting the City Council to waive is Five Hundred Dollars (\$500); and

**WHEREAS**, while the City is proposing to waive certain fees associated with the request, Fresno PFLAG is still required to comply with all other provisions of the City's Municipal Code; and

**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 gathering the community.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Event in the amount of Five Hundred Dollars (\$500).

SECTION 4. The Fresno PFLAG shall comply with the City's Municipal Code;

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 1<sup>st</sup> day of April, 2024, by the following vote:

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

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk

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

**April 1, 2024**

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**ITEM NO:** G.

**SUBJECT:** Consideration of a Resolution Approving and Authorizing the City Manager to Execute an Agreement with NCL Government Capital

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**BACKGROUND:** The City of Selma Police Department is currently utilizing Mobile Data Transmission, (MDT) units which were purchased for use for field operations in 2013. As software and local, state and federal data bases have seen significant updates, this has resulted in our current MDT's hardware having the ability to support these information technologies in a manner which is efficient or expedient. The Mobile Data Transmitting units have become an essential part of a police officer's daily equipment needs and ensuring our officers have the most efficient tools out in the field is essential to the department achieving its overall goals in providing the best services to the citizens of Selma.

**DISCUSSION:** Currently there is a necessity to purchase 25 MDT's along with mounting brackets to accept this equipment into our existing patrol fleet. In looking at past purchasing practices of MDT's, the City has purchased this critical equipment in lump sums over substantial time frames. As this critical equipment is essential to operational success the need for future purchases will remain priority. Thus purchasing this equipment in an all at once model can create a financial strain during times of economic distress. Additionally using equipment such as MDT's which do not possess the hardware to support current software and data bases, creates slow transmission times and is inefficient when navigating critical and fluid environments in the field; this could create safety concerns as officers are conducting investigations. Having the ability to enter into a lease agreement with NCL Government Capital for this equipment will allow the department to provide updated critical equipment such as MDT's and defer the cost over several years which allows police officers to have the most current technologies in the field and maximizing cash flow for the City.

An agreement with NCL Government Capital can be executed without going through the traditional bidding process as both the equipment and leasing options were currently identified through Sourcwell, a local government co-operative procurement organization. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, k-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Both Code 3 Technology issued a competitive bid process for the equipment through Sourcwell, RFP#090122-GET and NCL Government Capital RFP#011620-NCL and were both identified as the most competitive bidder for the purchase and lease of these MDT's and accessories.



**FISCAL IMPACT:** The total cost for lease of this equipment is quoted at \$139,354.64 which would allow the City to enter into a 5 year lease option. The 5 year lease option identifies an annual payment of \$31,666.92 in this fiscal year. City Council did approve a budget allocation for this equipment in the 2023-2024 Mid-Year Budget revise. The allocation was identified in the Measure S Fund. Staff would also recommend future payments be allocated from Measure S for the remainder lease payments over the upcoming fiscal year budgets.

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**RECOMMENDATION:** Approve the Resolution Authorizing the City Manager to Execute an Agreement and necessary amendments with NCL Government Capital.

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\_\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan  
City Manager

04/01/2024  
Date

**Attachments:**

1. Resolution
2. Agreement and Quote

RESOLUTION NO. 2024 – \_\_R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA APPROVING AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE AND AGREEMENT WITH NCL GOVERNMENT CAPITAL**

**WHEREAS**, the City of Selma would like to enter into a five-year Agreement for 25 Mobile Data Transmission units for the use of Police personnel; and,

**WHEREAS**, it was identified that the current Mobile Data Transmission units are over 10 years of age and their current hardware do not support current technologies and data bases which could cause a potential officer safety risk; and,

**WHEREAS**, the City of Selma will be better able to leverage its buying power by entering into a lease program for the purchase of this critical equipment; and,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Selma hereby finds, determines, and declares the following:

1. The above recitals are true and correct;
2. The City Council hereby approves the Agreement with NCL Government Capital.
3. The City Manager is authorized to execute all necessary documents.
4. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 1<sup>th</sup> day of April 2024 by the following vote:

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

(Signatures on the following page)

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Scott Robertson  
Mayor

ATTEST:

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Reyna Rivera  
City Clerk

Date: 1/19/2024  
QUOTE: 24-048

Sgt. Andrew Guzman  
Selma Police Dept.  
1935 E Front St.  
Selma, CA 93662  
559-891-2259

Thanks for your business!  
Quote expires **4/30/2024**

Customer ID: SPDCA003

Salesperson	Project	Payment Terms	Contract#
Jim Boubelik	MDCs – Getac B360	Net 30	Sourcwell #090122-GET

Part#	Description	Qty	Unit Price	Ext. Price
<b>BS7764BABCX</b>	Getac B360G2: Intel Core i7-1260P, Win Hello Webcam, Win11 Pro x64 with 16GB RAM, 256GB PCIe SSD (main stg, user swappable), Sunlight Readable Full HD LCD 1400 nits + Touchscreen + Hard tip stylus + Screen Protector, US Red Backlit Keyboard, Dual Battery, WIFI + Bluetooth + 4G LTE (EM7511) + dedicated GPS/Glonass, Antenna Passthrough, Serial RS232 + VGA, Smart Rdr, LAN RJ45, Thunderbolt 4, HDMI, 3yr Bumper-2-Bumper Warranty	25	\$3483	\$87,075
<b>GE-SVTBNFX5Y</b>	Extended Bumper-2-Bumper Warranty (Years 4-5)	25	\$502	\$12,550
<b>543390100004</b>	Havis B360 T11 Vehicle Dock Tri-Pass Through, Power Supply Mounting Bracket, Screen Support Brace, PKG-DS-GTC-1204-3	25	\$774	\$19,350
<b>GAD2X8</b>	Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire)	25	\$96	\$2400
<b>590GBL000059</b>	Havis Heavy Duty Stability Aide Arm	25	\$57	\$1425
<b>590GBL000178</b>	Havis Slide Out Locking Swing Arm w/ Motion Adapter C-Md-112	25	\$262	\$6550
Subtotal				\$129,350.00
Sales Tax				\$9904.64
Recycle				\$100.00
Shipping				\$0.00
Total				<b>\$139,354.64</b>



\*We offer financing & Leasing, device buyback, and rugged device insurance coverage, just ask!  
\*CCs add 2.89%. Purchasing contracts add 1-2% (GSA, OMNIA, NCPA, Sourcwell, PEPPM, SLP, DIR)



January 22, 2024

Selma Police Department  
1935 E Front St.  
Selma, California 93662

**Re: Tax Exempt Municipal Lease Proposal**

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to Selma Police Department the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, Selma Police Department would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Getac B360 MDC Laptop Computers and Mounting Hardware for in-vehicle emergency response and patrol operations.. This transaction is subject to formal review and approval by both the Lessor and Lessee.

<b>LESSEE:</b>	Selma Police Department
<b>LESSOR:</b>	Lease Servicing Center, Inc. dba NCL Government Capital
<b>EQUIPMENT:</b>	Getac B360 MDC Laptop Computers and Mounting Hardware for in-vehicle emergency response and patrol operations
<b>EQUIPMENT COST:</b>	\$139,354.64
<b>DOWN PAYMENT / TRADE-IN:</b>	<u>\$0.00</u>
<b>AMOUNT FINANCED:</b>	\$139,354.64
<b>FUNDING DATE:</b>	April 8, 2024
<b>DEFERRAL DAYS:</b>	7
<b>FIRST PAYMENT DUE:</b>	April 15, 2024
<b>TERM:</b>	5 Years
<b>ANNUAL LEASE PAYMENTS:</b>	\$31,666.92
<b>ALTERNATIVE LEASE OPTIONS:</b>	7 years      \$23,863.28

**BALLOON PAYMENT:** \$0.00

**PRICING:** The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to February 22, 2024.  
After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

**DOCUMENTATION FEE:** \$500 paid to Lessor at closing

**DOCUMENTATION:** Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

**TITLE / INSURANCE:** Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

**TAX STATUS:** This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

**SOURCEWELL CONTRACT:** NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).  
**#011620-NCL** NCL's Sourcewell Contract # is 011620-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Christian Canavati - (320) 763-7600  
christianc@nclgovcap.com

#### ACCEPTANCE

As a duly authorized agent of Selma Police Department, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED:	_____	DATE:	_____
NAME:	_____	TITLE:	_____
PHONE:	_____		

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

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

**April 1, 2024**

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**ITEM NO:** H.

**SUBJECT:** Consideration of a Resolution awarding contract to JWC Commercial for the Selma Senior Center Tree Damage Repair Project

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**BACKGROUND:** During a storm in the spring of 2023, a tree fell onto the Selma Senior Center damaging a portion of the roof, structural elements, and other interior items. A claim was submitted to the City insurance carrier McLarens via the Central San Joaquin Valley Risk Management (CSJVRMA) to cover the costs of the repair. The Insurance carrier reviewed the site and received an engineer’s report for the damages. The City was informed in December of 2023 by McLarens that 100% of loss would be covered by insurance.

On March 21, 2024, the City held a public bid opening for the Project. The Engineer’s Estimate for the construction portion of the Project was \$600,000. The City received and opened bids from one contractor. The amounts of the bids were as follows:

<b>Contractor</b>	<b>Total Bid</b>
JWC Commercial	\$518,707.04
Engineer’s Estimate	\$600,000.00

**DISCUSSION:** Staff has reviewed the bid from JWC Commercial for completeness and determined that it is the lowest responsive and responsible bid and as such, Staff recommends that they be awarded the contract.

**FISCAL IMPACT:**

The estimated cost for the construction phase of the project is \$647,707.04, as detailed below:

- Construction..... \$518,707.04
- Construction Contingency ..... \$52,000.00
- Construction Management/Inspection/Testing/Admin ..... \$77,000.00

The funding for this project will be covered by the insurance carrier excluding the deductible. The deductible cost of \$5,000 will be paid from Utility and Building Maintenance – Professional Services account (Fund 702-9300-600.400).

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**RECOMMENDATION:** Approve Resolution awarding construction contract to JWC Commercial for the Selma Senior Center Tree Damage Repair Project in the amount of \$518,707.04; approving a 10% construction contingency for potential change orders in the amount of \$52,000.00 for this project; and authorize the City Manager to sign contract documents on behalf of the City.





**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA AWARDING CONTRACT FOR  
THE SELMA SENIOR CENTER TREE DAMAGE REPAIR PROJECT**

**WHEREAS**, The Selma Senior Center was damaged by a fallen tree during a storm in March 2023; and,

**WHEREAS**, The City filed an insurance claim to pay for the repairs of the damages; and,

**WHEREAS**, the plans and specifications for the Project were prepared by Associated Design and Engineering, Inc., and reviewed and approved for construction by the City of Selma Building Department; and,

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

**WHEREAS**, the bids were opened on Thursday, March 21, 2024;

**WHEREAS**, Staff analyzed all bids received and determined the bid from JWC Commercial to be the lowest responsive and responsible base bid;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Selma hereby finds, determines, and declares the following:

1. The above recitals are true and correct;
2. The contract for the Selma Senior Center Tree Damage Repair Project is awarded to JHWC Commercial, at a cost of \$518,707.04;
3. Approve a 10% Construction Contingency in the amount of \$52,000.00;
4. Authorize the City Manager to execute contract documents.
5. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 1<sup>st</sup> day of April, 2024 by the following vote:

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

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Scott Robertson  
Mayor

ATTEST:

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Reyna Rivera  
City Clerk

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83774	03/08/24	Printed	ACTION TOWING AND DIVE TEAM	PD -EVIDENCE TOWING JANUARY 2024		372.00
83775	03/08/24	Printed	ALEJANDRO ALVAREZ	PD -PERISHABLE SKILLS TRAINING PER DIEM 3/26-3/29/24	R	60.00
83776	03/08/24	Printed	AMERICAN LEGAL PUBLISHING	ADMIN -CODIFICATION 2023-5 & HOSTING FEE		619.33
83777	03/08/24	Printed	ASBURY ENVIRONMENTAL SERVICES	FLEET -PAPER FILTERS, USED METAL OIL & GASOLINE FILTERS		145.00
83778	03/08/24	Printed	AT&T	ADMIN -TELEPHONE FEBRUARY 2024		43.12
83779	03/08/24	Printed	AT&T	FIN -INTERNET FOR WEED & SEED 2/11-3/10/24		84.89
83780	03/08/24	Printed	AT&T	ADMIN -PD FIRE ALARM 2/20-3/19		310.85
83781	03/08/24	Printed	AT&T MOBILITY	ADMIN -TELEPHONE/MDT'S 1/12-2/11/24		1,780.98
83782	03/08/24	Printed	BANNER PEST CONTROL INC	ADMIN -PEST CONTROL FEBRUARY 2024		621.00
83783	03/08/24	Printed	BAUER COMPRESSORS INC.	FD -TURNOUT BOOTS		911.19
83784	03/08/24	Printed	JAY W. BROCK / TOP DOG TRAINING CENTER	PD -K9 MAINTENANCE 2/13/24 & 2/19/24		360.00
83785	03/08/24	Printed	ANGYLA BRUMM	PD -REIMBURSEMENT FOR SOUTH COUNTY VET INVOICE		431.10
83786	03/08/24	Printed	ROD CARSEY / ROD CARSEY CONSULTING	BLDG -PLAN CHECKS JANUARY 2024		5,835.74
83787	03/08/24	Printed	CENTRAL SANITARY SUPPLY, LLC.	PW -JANITORIAL SUPPLIES		795.59
83788	03/08/24	Printed	CISCO SYSTEMS CAPITAL CRP	ADMIN -PHONE SYSTEM LEASE		1,375.84
83789	03/08/24	Printed	CITY OF FRESNO	PD -PERISHABLE SKILLS TRAINING 4/2/24-4/5/24	R	4,151.00
83790	03/08/24	Printed	COMCAST	ADMIN -PD TO FCSO JANUARY 2024		739.67
83791	03/08/24	Printed	COMCAST	ADMIN -INTERNET SERVICE FEBRUARY 2024		833.77
83792	03/08/24	Printed	COMCAST	FD -INTERNET SERVICE 2/11/24-3/10/24		215.76
83793	03/08/24	Printed	COUNTY OF FRESNO TREASURER	FD -WEIGHTS & MEASURES FOR ODOMETERS -5 AMBULANCES		911.00
83794	03/08/24	Printed	COUNTY OF TULARE	PD -SPAY,NEUTER,RABIES SHOTS FOR 11 DOGS		825.00
83795	03/08/24	Printed	DATA TICKET, INC.	PD -PARKING CITATION PROCESSING JANUARY 2024		200.00
83796	03/08/24	Printed	DINUBA FIRE DEPARTMENT	FD -FIRE MED ADMINISTRATIVE SERVICES		289.17
83797	03/08/24	Printed	ROBERT EGAN	HR -REIMBURSEMENT FOR HEALTHCARE (COBRA)		1,244.00
83798	03/08/24	Printed	RICHARD FIGUEROA	PD -PERISHABLE SKILLS TRAINING PER DIEM 3/26/24-3/29/24	R	60.00
83799	03/08/24	Printed	MARICELA FLORES	REC -NFL FLAG FOOTBALL REFUND		100.00
83800	03/08/24	Printed	FORTNER'S AUTO SERV & TOWING	PD -TIRE SERVICE FOR NISSAN PATHFINDER		151.00
83801	03/08/24	Printed	FRESNO COUNTY FIRE	FD -DISPATCH SERVICES JULY 2023-JUNE 2024		37,326.52
83802	03/08/24	Printed	FRESNO COUNTY SHERIFF	PD -CASE 24-629 INVESTIGATIVE SERVICES		226.88
83803	03/08/24	Printed	FRESNO COUNTY TAX COLLECTOR	FD -PROPERTY TAX/SEWER 2nd INSTALLMENT 2023/2024		4,762.32
83804	03/08/24	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		1,139.42
83805	03/08/24	Printed	ERICK GALARZA	FD -BOOTS REIMBURSEMENT		185.47
83806	03/08/24	Printed	GILBERT GONZALES	PD -PERISHABLE SKILLS TRAINING PER DIEM 4/2/24-4/5/24	R	60.00
83807	03/08/24	Printed	GRISWOLD, LASALLE, COBB, DOWD	CITY ATTORNEY -LEGAL FEES JANUARY 2024		23,610.50
83808	03/08/24	Printed	HANKIN SPECIALTY ELEVATORS INC	PW -MAINTENANCE OF LIFT AT THE ART CENTER		850.00
83809	03/08/24	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 2/28/24		278.00
83810	03/08/24	Printed	RAUL R HERRERA JR / ECN POLYGRAPH	HR -POLYGRAPH SERVICES 2/6/24		500.00
83811	03/08/24	Printed	ANTHONY HIGH	PD -PERISHABLE SKILLS TRAINING PER DIEM 3/19/24-3/22/24	R	60.00
83812	03/08/24	Printed	JUSTIN HOLT	PD -PERISHABLE SKILLS TRAINING PER DIEM 4/2/24-4/5/24	R	60.00
83813	03/08/24	Printed	HONEYWELL ANALYTICS INC.	FD -POSICHECK CALIBRATION		1,050.00
83814	03/08/24	Printed	MATTHEW HUGHES	PD -PERISHABLE SKILLS TRAINING PER DIEM 4/2/24-4/5/24	R	60.00
83815	03/08/24	Printed	IMAGETREND INC.	FD -EPCR SOFTWARE JANUARY 2024		387.32
83816	03/08/24	Printed	J'S COMMUNICATION INC.	PD -IMPRES REMOTE SPEAKER MIC, PORTABLE RADIOS		5,603.42
83817	03/08/24	Printed	JEFF KESTLY	HR -MEDICAL PREMIUM REIMB FEBRUARY 2024		188.07
83818	03/08/24	Printed	SKYLAR KIRCHNER	FD -EMT CERTIFICATION REIMBURSEMENT		82.00
83819	03/08/24	Printed	KOEFRAN INDUSTRIES, INC.	PD -EMPTY ANIMAL CONTROL FREEZER		163.86
83820	03/08/24	Printed	LES SCHWAB TIRE CENTERS OF	FLEET -PD UNIT 184 ALIGNMENT		129.99
83821	03/08/24	Printed	LIFE-ASSIST INC.	FD -MEDICAL SUPPLIES		1,657.82

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83822	03/08/24	Printed	STEVEN LEE MCINTIRE	HR -REIMBURSEMENT FOR HEALTHCARE RETIREE		96.36
83823	03/08/24	Printed	MEDLINE INDUSTRIES, INC.	FD -MEDICAL SUPPLIES		1,257.53
83824	03/08/24	Printed	METRO UNIFORM	FD -REVOLVING ACCT	R	292.70
83825	03/08/24	Printed	DANIEL MURRIETA / PRINT THEORY	PD -SELMA PD PATCHES		1,144.24
83826	03/08/24	Printed	MYERS STEVENS & TOOHEY & CO.	HR -POLICE EMPLOYEES LIFE INS MARCH 2024		684.00
83827	03/08/24	Void		Void Check		0.00
83828	03/08/24	Printed	MICHAEL C. NELSON / NELSON'S ACE HARDWARE	PW -ZERO EMISSION LANDSCAPING EQUIPMENT		24,807.72
83829	03/08/24	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		706.89
83830	03/08/24	Printed	PG&E	ADMIN -UTILITIES FEBRUARY 2024		12.59
83831	03/08/24	Printed	PG&E	ADMIN -UTILITIES FEBRUARY 2024		370.40
83832	03/08/24	Printed	PG&E	ADMIN -UTILITIES FEBRUARY 2024		186.11
83833	03/08/24	Printed	PG&E	ADMIN -UTILITIES FEBRUARY 2024		22,130.94
83834	03/08/24	Printed	PG&E	ADMIN -UTILITIES FEBRUARY 2024		321.14
83835	03/08/24	Printed	PG&E	ADMIN -UTILITIES FEBRUARY 2024		21.31
83836	03/08/24	Printed	PIPKIN DETECTIVE AGENCY INC.	HR -EMPLOYMENT BACKGROUND CHECK		594.00
83837	03/08/24	Printed	PITNEY BOWES BANK INC	PD -POSTAGE REFILL		210.23
83838	03/08/24	Printed	PITNEY BOWES BANK INC	ADMIN -POSTAGE REFILL		974.97
83839	03/08/24	Printed	PITNEY BOWES GLOBAL FINANCIAL	ADMIN -POSTAGE MACHINE LEASE 3/16/24- 6/15/24		276.53
83840	03/08/24	Printed	PITNEY BOWES GLOBAL FINANCIAL	ADMIN -POSTAGE MACHINE LEASE 3/16/24- 6/15/24		492.12
83841	03/08/24	Printed	PRICE PAIGE & COMPANY	FIN -PROFESSIONAL SERVICES JANUARY 2024		28,043.00
83842	03/08/24	Printed	PROFESSIONAL PRINT & MAIL, INC	HR -WINDOW ENVELOPES		650.89
83843	03/08/24	Printed	QUINN COMPANY	PW -SCISSOR LIFT RENTAL		432.44
83844	03/08/24	Printed	RAMOS HR CONSULTING INC	HR -CLASSIFICATION AND COMPENSATION STUDY		17,392.00
83845	03/08/24	Printed	SANTA MARIA CALIFORNIA NEWS	PLANNING -PUBLIC HEARING NOTICE PLANNING COMMISSION		191.79
83846	03/08/24	Printed	ZACHARY SHANNON	PD -PERISHABLE SKILLS TRAINING PER DIEM 3/19/24-3/22/24	R	60.00
83847	03/08/24	Printed	HARVENDER SINGH	FIN -REFUND INCORRECT PROPERTY TAX GARBAGE BILLING		886.24
83848	03/08/24	Printed	SPARKLETTS	FD -WATER SERVICE		66.93
83849	03/08/24	Printed	STEAM CLEANERS, INC.	FLEET -UNIT 2402 PRESSURE WASHER PUMP OIL & MAINT		137.85
83850	03/08/24	Printed	STERICYCLE, INC.	PD -STERI SAFE OSHA COMPLIANCE MARCH 2024		198.26
83851	03/08/24	Printed	SURVEILLANCE INTEGRATION INC.	PD -CITY CAMERA MAINTENANCE 3/1/24-6/1/24		13,420.20
83852	03/08/24	Printed	TARGET SOLUTIONS LEARNING LLC	FD -SCHEDULING IMPLEMENTATION 12/31/23- 12/30/24		4,735.50
83853	03/08/24	Printed	TEC WEST, INC.	HR -ACCOUNTING CLERK & CLERICAL ASSISTANT 2/18/24 & 2/25/24		3,916.23
83854	03/08/24	Printed	THE CRISCOM COMPANY	ADMIN -LEGISLATIVE ADVOCACY MARCH 2024		4,500.00
83855	03/08/24	Printed	THOMAS J O'LAUGHLIN MD INC.	FD -MEDICAL DIRECTOR APRIL 2024		500.00
83856	03/08/24	Printed	TIREHUB, LLC.	FLEET -POLICE INTERCEPTOR TIRES		3,667.13
83857	03/08/24	Printed	U.S. BANK CORPORATE PMT SYSTEM	FIN -CALCARD CHARGES 1/23/24-2/22/24	PARTIAL R	83,038.25
83858	03/08/24	Printed	U.S. BANK EQUIPMENT FINANCE	ADMIN -COPY MACHINE LEASES MARCH 2024		2,286.63
83859	03/08/24	Printed	MARY J. VENEGAS	HR -SHRM CERTIFICATION TRAINING REIMBURSEMENT -TO BE REIMBURSED BY ERMA	R	2,409.00
83860	03/08/24	Printed	VISTA PAINT CORPORATION	PW -AADA THERMO YELLOW & WHITE PAINT FOR STREETS		1,817.19
83861	03/08/24	Printed	WILLDAN ENGINEERING	BLDG -INSPECTOR SERVICES THROUGH 1/26/24		4,140.00
<b>TOTAL</b>						<b>328,917.90</b>

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

# US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ALEJANDRO ALVAREZ	1/25/2024	AMAZON	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	67.04
ALEJANDRO ALVAREZ	1/25/2024	VISION ENGRAVING & ROUTING SYSTEM	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	517.13
ALEJANDRO ALVAREZ	1/26/2024	WALMART	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	824.28
ALEJANDRO ALVAREZ	1/29/2024	MAX AND NEO	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	349.99
ALEJANDRO ALVAREZ	1/29/2024	THE HOME DEPOT	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	186.48
ALEJANDRO ALVAREZ	1/29/2024	76 GAS STATION	FUEL	701-9200-600.257.000	121.60
ALEJANDRO ALVAREZ	1/29/2024	GET N GO GAS STATION	FUEL	701-9200-600.257.000	106.95
ALEJANDRO ALVAREZ	1/30/2024	AMAZON	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	404.45
ALEJANDRO ALVAREZ	1/30/2024	AMAZON	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	215.87
ALEJANDRO ALVAREZ	1/31/2024	AMAZON	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	112.34
ALEJANDRO ALVAREZ	1/31/2024	AMAZON	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	10.78
ALEJANDRO ALVAREZ	2/7/2024	VISTA PRINT	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	201.75
ALEJANDRO ALVAREZ	2/9/2024	AMAZON	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	195.18
ALEJANDRO ALVAREZ	2/9/2024	AMAZON	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	66.24
ALEJANDRO ALVAREZ	2/11/2024	AMAZON	ANIMAL SERVICES: SUPPLIES	100-2400-600.250.050	97.20
AMY SMART	2/12/2024	DOLLAR TREE	STAFF MEETING	100-4100-610.920.000	42.05
AMY SMART	2/12/2024	SAL'S MEXICAN FOOD	STAFF MEETING	100-4100-610.920.000	55.18
AMY SMART	2/14/2024	HOTELS.COM	CONFERENCE HOTEL REFUND - SMART	100-4100-610.920.000	(241.79)
AMY SMART	2/14/2024	HOTELS.COM	CONFERENCE HOTEL REFUND - ANDERSEN	100-4300-610.920.000	(241.79)
AMY SMART	2/14/2024	HOTELS.COM	CONFERENCE HOTEL REFUND - MARTINEZ	100-4700-610.920.000	(241.79)
AMY SMART	2/14/2024	HOTELS.COM	CONFERENCE HOTEL REFUND - MORAN	100-5300-610.920.000	(241.79)
ANDREW GUZMAN	2/16/2024	GRAINGER	EMERGENCY BLANKETS FOR FLEET	100-2200-600.250.000	174.67
CALEB GARCIA	1/23/2024	BEST BUY, FRESNO CA	SUPPLIES	100-2100-600.250.000	297.53
CALEB GARCIA	1/24/2024	FIVE O TRAINING, CA	TRAINING	100-2100-610.915.000	250.00
CALEB GARCIA	2/1/2024	DOLLAR TREE, SELMA CA	SUPPLIES	100-2100-600.250.000	4.07
CALEB GARCIA	2/3/2024	FED EX, MEMPHIS TN	SUPPLIES	100-2100-600.250.000	16.10
CALEB GARCIA	2/8/2024	CENTRAL VALLEY CRIME, REEDLEY CA	TRAINING	100-2100-610.915.000	50.00
CALEB GARCIA	2/12/2024	76 GAS STATION	FUEL	701-9200-600.257.000	66.37
CALEB GARCIA	2/12/2024	KINGSBURG SINCLAIR, KINGSBURG CA	FUEL	701-9200-600.257.000	43.36
CALEB GARCIA	2/16/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	26.17
CALEB GARCIA	2/20/2024	UDEMY ONLINE COURSE	TRAINING	100-2100-610.915.000	37.98
CASSY FAIN	1/26/2024	HOLIDAY INN EXPRESS CORONA	TRAINING/DETECTIVE HUGHES	100-2100-610.920.000	416.76
CASSY FAIN	2/11/2024	76 GAS STATION	FUEL/ FUEL PUMPS DOWN	701-9200-600.257.000	51.00
CASSY FAIN	2/12/2024	76 GAS STATION	FUEL/ FUEL PUMPS DOWN	701-9200-600.257.000	135.24
CASSY FAIN	2/12/2024	76 GAS STATION	FUEL/ FUEL PUMPS DOWN	701-9200-600.257.000	34.57
CASSY FAIN	2/13/2024	76 GAS STATION	FUEL/ FUEL PUMPS DOWN	701-9200-600.257.000	37.21
CASSY FAIN	2/13/2024	76 GAS STATION	FUEL/ FUEL PUMPS DOWN	701-9200-600.257.000	30.00
CITY OF SELMA EMS DIV 551	1/24/2024	SHELL OIL GAS STATION	FUEL	701-9200-600.257.000	60.00
CITY OF SELMA EMS DIV 551	1/30/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	93.72
CITY OF SELMA EMS DIV 551	2/13/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	97.73
CITY OF SELMA QUARTER MASTER	1/22/2024	TOLLHOUSE LEATHER	DC SHIELD/E112 PASSPORTS	295-2525-700.200.000	164.86
CITY OF SELMA QUARTER MASTER	2/1/2024	TAYLOR'S TINS	OFFICE NAME PLATES	100-1600-600.100.000	98.00

## US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CITY OF SELMA QUARTER MASTER	2/8/2024	METRO UNIFORM & ACCESSORIES	MOURNING BANDS	100-2500-600.300.000	16.25
CITY OF SELMA QUARTER MASTER	2/10/2024	THE HOME DEPOT	EMS LOCK BOX	600-2600-600.250.000	23.79
CITY OF SELMA STATION 1	1/25/2024	THE HOME DEPOT	ST. 1 MICROWAVE	100-2525-600.250.000	85.70
CITY OF SELMA STATION 1	1/26/2024	NAPA AUTO PARTS	TOOL MAINTENANCE - STEEL WOOL & WD40	100-2525-600.250.000	14.85
CITY OF SELMA STATION 1	1/30/2024	THE HOME DEPOT	WOOD FOR FORCIBLE ENTRY	295-2525-610.915.000	146.85
CITY OF SELMA STATION 1	2/6/2024	AMAZON	PRINTER PAPER FOR RIP N RUN	100-2525-600.250.000	56.14
CITY OF SELMA STATION 1	2/16/2024	MIRROR FINISH POLISHES	DETAILING FOR ENGINES/TRUCK	100-2525-600.250.000	73.22
CITY OF SELMA STATION 2	2/2/2024	MIRROR FINISH POLISHES	VEHICLE WASH SUPPLIES	100-2525-600.250.000	107.39
CITY OF SELMA STATION 2	2/4/2024	THE HOME DEPOT	RETURN LOCK BOX	100-2525-600.250.000	(86.74)
CITY OF SELMA STATION 2	2/4/2024	THE HOME DEPOT	LOCK BOX	100-2525-600.250.000	86.74
CITY OF SELMA STATION 2	2/4/2024	WALMART	ST. 2 LOCK BOX	600-2600-600.250.000	67.10
CITY OF SELMA STATION 2	2/7/2024	THE HOME DEPOT	DC 110 TRUCK LOCK BOX	100-2525-600.250.000	43.37
CITY OF SELMA STATION 2	2/8/2024	THE HOME DEPOT	KNOX KEY DIV-110 & FIRE MARSHAL LOCK BOX	100-2525-600.250.000	43.37
CITY OF SELMA STATION 2	2/8/2024	THE HOME DEPOT	KNOX KEY DIV-110 & FIRE MARSHAL LOCK BOX	100-2550-600.250.000	43.37
CITY OF SELMA STATION 2	2/9/2024	WALMART	CLEANING SUPPLIES	100-2525-600.250.000	80.89
CITY OF SELMA STATION 2	2/9/2024	WALMART	CLEANING SUPPLIES	600-2600-600.250.000	40.44
CITY OF SELMA STATION 2	2/13/2024	THE HOME DEPOT	SUPPLY CLOSET LOCK AT ST. 2	100-2525-600.250.000	12.71
CITY OF SELMA TRAINING DIV	1/25/2024	REPAIR-ALL	TABLET REPAIR	600-2600-600.375.000	35.59
CITY OF SELMA TRAINING DIV	2/16/2024	MICHAEL'S	DISPLAY CASE	100-2525-600.250.000	59.58
CYNTHIA GOMEZ	1/23/2024	HEAVENLY CREATIONS	CARRASCO MEMORIAL PROGRAMS	100-2100-600.400.000	847.28
CYNTHIA GOMEZ	1/29/2024	WALMART	CARRASCO MEMORIAL PASTRIES	100-2100-600.400.000	27.60
CYNTHIA GOMEZ	1/29/2024	COSTCO	SNACK BAR	800-0000-121.000.000	172.99
CYNTHIA GOMEZ	1/30/2024	WALMART	OFFICE SUPPLIES	100-2100-600.250.000	28.41
CYNTHIA GOMEZ	2/6/2024	AMAZON	OFFICE SUPPLIES	100-2100-600.250.000	41.26
CYNTHIA GOMEZ	2/7/2024	AMAZON	OFFICE SUPPLIES	100-2100-600.250.000	63.34
CYNTHIA GOMEZ	2/13/2024	CALNENA	MEMBERSHIP FEE	100-2100-610.915.000	147.00
CYNTHIA GOMEZ	2/14/2024	AMAZON	OFFICE SUPPLIES	100-2100-600.250.000	62.86
CYNTHIA GOMEZ	2/14/2024	ROADHOUSE	INTERVIEW PANEL LUNCH	100-2100-600.250.000	72.13
CYNTHIA GOMEZ	2/14/2024	CALNENA	911 CONFERENCE	100-2100-610.915.000	675.00
FERNANDO SANTILLAN	1/24/2024	NESPRESSO	OFFICE SUPPLIES; COFFEE	100-1300-600.250.000	94.60
FERNANDO SANTILLAN	1/25/2024	IEDC	SUPPLIES; BOOK	100-1300-600.250.000	381.80
FERNANDO SANTILLAN	1/25/2024	IEDC	ANNUAL DUES	100-1300-610.900.000	455.00
FERNANDO SANTILLAN	2/6/2024	FRESNOBEE.COM	MONTHLY SUBSCRIPTION	100-1300-610.900.000	39.99
FERNANDO SANTILLAN	2/16/2024	KINGS RIVER GOLF AND COUNTRY CLUB	BI-MONTHLY EXECUTIVE OFFSITE MEETING	100-1300-610.920.000	264.00
FERNANDO SANTILLAN	2/16/2024	KINGS RIVER GOLF AND COUNTRY CLUB	BI-MONTHLY EXECUTIVE OFFSITE MEETING	100-1300-610.920.000	135.00
FINANCE DEPARTMENT	1/26/2024	ARCO GASOLINE	FUEL - TRAINING FOR PD DETECTIVE	701-9200-600.257.000	55.00
JACOB DEL CID	1/26/2024	SMITH SIGN & DECAL	NAME PLATE FOR RECREATION COORDINATOR	100-1400-600.250.000	54.13
JACOB DEL CID	2/2/2024	DLR FRONT DESK GCH	HOTEL FOR FINANCE MANAGER AT CSMFO CONFERENCE	100-1600-610.920.000	892.71
JACOB DEL CID	2/2/2024	DLR FRONT DESK GCH	HOTEL FOR ACCOUNTANT AT CSMFO CONFERENCE	100-1600-610.920.000	857.61
JANIE VENEGAS	1/25/2024	DAILY DISPATCH GOSQ.COM	ADVERTISING FOR FIRE CAPTAIN	100-1400-600.250.000	280.00
JANIE VENEGAS	2/6/2024	LABORLAWCENTER	2 ADDITIONAL 2024 LABOR LAW POSTERS	100-1400-600.250.000	88.26
JANIE VENEGAS	2/7/2024	G'S RISTORANTE	CLERICAL PANEL LUNCHES	100-1400-600.250.000	57.24

## US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JEROME KEENE	2/7/2024	PRINT THEORY	BID SOCIAL MEDIA MANAGEMENT & CONTENT FEB-MAR	100-1500-600.401.000	1,673.86
JEROME KEENE	2/7/2024	PRINT THEORY	BID SOCIAL MEDIA MARKETING & ADS FEB-MAR	100-1500-600.401.000	261.54
JEROME KEENE	2/7/2024	BLOOMIE'S	FAREWELL GIFT FOR EDC COO	100-3100-600.250.000	56.36
JEROME KEENE	2/9/2024	CALBO	CONFERENCE REGISTRATION	100-3200-610.920.000	1,850.00
JEROME KEENE	2/12/2024	AMAZON	RIBBON CUTTING SCISSORS	100-1500-600.215.000	46.43
JEROME KEENE	2/12/2024	AMAZON	RIBBON CUTTING RIBBON	100-1500-600.215.000	35.21
JEROME KEENE	2/12/2024	CALED	CALED MEMBERSHIP 2024	100-1500-610.900.000	120.00
JEROME KEENE	2/12/2024	CALED	CALEB CONFERENCE REGISTRATION FEE 2024	100-1500-610.920.000	595.00
JEROME KEENE	2/12/2024	ESRI	ARCGIS LICENSING	100-3100-700.250.000	3,685.00
JESUS HERNANDEZ	1/22/2024	HOBBY LOBBY	STREET SIGN SUPPLIES	210-5400-600.250.000	10.78
JESUS HERNANDEZ	1/23/2024	THE HOME DEPOT	FLOORING & LUMBER-ANIMAL SERVICES	100-2400-600.250.050	71.57
JESUS HERNANDEZ	1/25/2024	NELSON'S ACE HARDWARE	HOG RINGS-PARKS	100-5300-600.250.000	23.58
JESUS HERNANDEZ	1/25/2024	NELSON'S ACE HARDWARE	BLDG REPAIRS SUPPLIES-DOG SHELTER	100-5300-600.250.000	68.17
JESUS HERNANDEZ	1/25/2024	THE HOME DEPOT	PAINT SPRAYER CLEANER-DOG SHELTER	100-5300-600.250.000	19.48
JESUS HERNANDEZ	1/25/2024	THE HOME DEPOT	AIR FILTERS - CITY YARD	702-9300-600.250.000	149.44
JESUS HERNANDEZ	1/26/2024	THE HOME DEPOT	PAINT-ANIMAL SERVICES	100-2400-600.250.050	436.00
JESUS HERNANDEZ	1/26/2024	THE HOME DEPOT	MULTI PURPOSE SAND, LUMBER-PARKS	100-5300-600.250.000	25.90
JESUS HERNANDEZ	1/29/2024	THE HOME DEPOT	6QT STORAGE BOXES-BLDGS	702-9300-600.250.000	8.59
JESUS HERNANDEZ	1/30/2024	THE HOME DEPOT	AIRLESS PAINT SPRAYER-BLDG	702-9300-600.305.000	519.60
JESUS HERNANDEZ	1/31/2024	THE HOME DEPOT	PAINT&PAINT SUPPLIES-ANIMAL SERVICES	100-2400-600.250.050	597.35
JESUS HERNANDEZ	2/1/2024	THE HOME DEPOT	LED LIGHTS, PAINT-ANIMAL SERVICES	100-2400-600.250.050	437.03
JESUS HERNANDEZ	2/1/2024	THE HOME DEPOT	AAA BATTERIES & MARKERS-STREETS	210-5400-600.250.000	14.87
JESUS HERNANDEZ	2/2/2024	THE HOME DEPOT	REPAIR SUPPLIES-ANIMAL SERVICES	100-2400-600.250.050	91.37
JESUS HERNANDEZ	2/2/2024	THE HOME DEPOT	OUTDOOR BLAZE TORCH-STREETS	210-5400-600.305.000	67.23
JESUS HERNANDEZ	2/2/2024	THE HOME DEPOT	4 TIER INDUSTRIAL SHELVES-OLD CORP YARD	702-9300-600.250.000	564.05
JESUS HERNANDEZ	2/5/2024	NELSON'S ACE HARDWARE	HARDWARE-ANIMAL SERVICES	100-2400-600.250.050	5.40
JESUS HERNANDEZ	2/5/2024	NELSON'S ACE HARDWARE	WINDEX, SQUEEGEE, WATERPROOF COVER -PD	702-9300-600.250.000	40.97
JESUS HERNANDEZ	2/5/2024	NELSON'S ACE HARDWARE	CUT KEYS, HARDWARE-FIRE ADMIN	702-9300-600.250.000	185.92
JESUS HERNANDEZ	2/5/2024	NELSON'S ACE HARDWARE	BASE MAGNETS, VINYL TUBING, ROD THREAD-CORP YARD	702-9300-600.370.000	74.29
JESUS HERNANDEZ	2/6/2024	NELSON'S ACE HARDWARE	SPOOLS, FILTER CARTRIDGE-PARKS	100-5300-600.250.000	139.18
JESUS HERNANDEZ	2/6/2024	OFFICE MAX	ADJUSTABLE DESK, OFFICE CHAIR-CORP YARD	702-9300-600.250.000	1,213.49
JESUS HERNANDEZ	2/6/2024	THE HOME DEPOT	REPAIRS SUPPLIES-CITY FACILITIES	702-9300-600.370.000	451.36
JESUS HERNANDEZ	2/8/2024	THE HOME DEPOT	DUCT TAPE, TARP ZIPPER-BLDGS	702-9300-600.250.000	101.29
JESUS HERNANDEZ	2/8/2024	THE HOME DEPOT	SCREWS, LUMBER-BLDGS	702-9300-600.250.000	19.20
JESUS HERNANDEZ	2/8/2024	THE HOME DEPOT	CARPET BLOWER-RENTAL (CITY HALL)	702-9300-600.250.000	150.00
JESUS HERNANDEZ	2/8/2024	THE HOME DEPOT	CORDLESS FLOOD LIGHT, MOISTURE METER-BLDGS	702-9300-600.305.000	190.89
JESUS HERNANDEZ	2/8/2024	THE HOME DEPOT	HEATER-CITY HALL	702-9300-600.305.000	108.46
JESUS HERNANDEZ	2/9/2024	NELSON'S ACE HARDWARE	CONDUIT, HARDWARE, TIES-PARKS	100-5300-600.250.000	31.12
JESUS HERNANDEZ	2/9/2024	NELSON'S ACE HARDWARE	RAKES-PARKS TOOLS	100-5300-600.305.000	111.06
JESUS HERNANDEZ	2/9/2024	NELSON'S ACE HARDWARE	CEILING BOX PLY BLDG	702-9300-600.250.000	7.58
JESUS HERNANDEZ	2/9/2024	THE HOME DEPOT	CARPET BLOWER-RENTAL (CITY HALL)	702-9300-600.250.000	4.34
JESUS HERNANDEZ	2/12/2024	THE HOME DEPOT	LED EXIT SIGN RENTALS-CITY HALL	702-9300-600.250.000	230.86

## US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JESUS HERNANDEZ	2/12/2024	THE HOME DEPOT	EXIT SIGNS, FLASHLIGHT, OUTLET-DANISH-BLDG	702-9300-600.250.000	120.17
JESUS HERNANDEZ	2/13/2024	THE HOME DEPOT	18" ADJUSTABLE WRENCH TOOLS	210-5400-600.305.000	119.10
JESUS HERNANDEZ	2/13/2024	THE HOME DEPOT	COMPRESSION OUTLET-DANISH BLDG	702-9300-600.250.000	10.76
JESUS HERNANDEZ	2/13/2024	THE HOME DEPOT	DOOR KNOB-WEED & SEED	702-9300-600.250.000	54.90
JESUS HERNANDEZ	2/13/2024	THE HOME DEPOT	FLANGE, TAPCON BITS-DANISH BLDGS	702-9300-600.250.000	74.77
JESUS HERNANDEZ	2/13/2024	THE HOME DEPOT	SUPPLY LINE, TOILET-DANISH BLDG	702-9300-600.370.000	150.28
JESUS HERNANDEZ	2/16/2024	NELSON'S ACE HARDWARE	25-2 AUTO CUT TRIMMER LINE-PARKS	100-5300-600.250.000	422.91
JESUS HERNANDEZ	2/16/2024	NELSON'S ACE HARDWARE	RESTROOM PLAQUE-DANISH BLDG	702-9300-600.250.000	7.99
JESUS HERNANDEZ	2/16/2024	NELSON'S ACE HARDWARE	DRY ERASE MARKERS, BATTERIES, KEYS-CORP YARD	702-9300-600.250.000	49.25
JESUS HERNANDEZ	2/16/2024	NELSON'S ACE HARDWARE	JANITORIAL SUPPLIES -CITY HALL	702-9300-600.250.000	20.57
JESUS HERNANDEZ	2/20/2024	FERGUSON	VALVE BOXES, PVC-PIONEER VILLAGE	100-5300-600.250.000	2,719.24
JORDAN WEBSTER	1/30/2024	METRO UNIFORM & ACCESSORIES	CHIEF WEBSTER UNIFORMS	100-2500-600.300.000	229.54
JORDAN WEBSTER	2/8/2024	METRO UNIFORM & ACCESSORIES	CLASS A UNIFORMS (WEBSTER & GOMEZ)	100-2500-600.300.000	382.19
JORDAN WEBSTER	2/8/2024	METRO UNIFORM & ACCESSORIES	CLASS A UNIFORMS (WEBSTER & GOMEZ)	100-2525-600.300.000	382.19
JORDAN WEBSTER	2/8/2024	PLAYAS DE ROSARITO	PER DIEM RECRUITMENT	600-2600-600.400.000	78.77
JORDAN WEBSTER	2/12/2024	SELMA STATION INC	FUEL	701-9200-600.257.000	88.42
JORDAN WEBSTER	2/13/2024	FRESNO TRAINING -CAL TRAINING	ANNUAL TRAINING OFFICERS SYMPOSIUM (WEBSTER & FULLNER)	295-2500-610.915.000	179.00
JORDAN WEBSTER	2/13/2024	FRESNO TRAINING -CAL TRAINING	ANNUAL TRAINING OFFICERS SYMPOSIUM (WEBSTER & FULLNER)	295-2525-610.910.000	179.00
JORDAN WEBSTER	2/20/2024	METRO UNIFORM & ACCESSORIES	CLASS A UNIFORMS (WEBSTER & GOMEZ)	100-2500-600.300.000	17.28
JORDAN WEBSTER	2/20/2024	METRO UNIFORM & ACCESSORIES	CLASS A UNIFORMS (WEBSTER & GOMEZ)	100-2525-600.300.000	17.28
JUSTIN HOLT	1/24/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	44.12
JUSTIN HOLT	1/27/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	56.73
JUSTIN HOLT	1/28/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	52.54
JUSTIN HOLT	1/30/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	57.01
JUSTIN HOLT	2/4/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	50.91
JUSTIN HOLT	2/5/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	49.16
JUSTIN HOLT	2/6/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	57.30
JUSTIN HOLT	2/10/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	52.30
JUSTIN HOLT	2/11/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	45.40
JUSTIN HOLT	2/11/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 195	701-9200-600.257.000	55.02
JUSTIN HOLT	2/12/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 1002	701-9200-600.257.000	67.67
JUSTIN HOLT	2/12/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 195	701-9200-600.257.000	43.00
JUSTIN HOLT	2/12/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 198	701-9200-600.257.000	60.97
JUSTIN HOLT	2/12/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	50.40
JUSTIN HOLT	2/12/2024	CIRCLE K GAS STATION	FUEL FOR UNIT194	701-9200-600.257.000	50.00
JUSTIN HOLT	2/13/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 191	701-9200-600.257.000	50.00
JUSTIN HOLT	2/13/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 196	701-9200-600.257.000	53.00
JUSTIN HOLT	2/13/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 1002	701-9200-600.257.000	25.00
KELLI TELLEZ	1/22/2024	AMAZON	RED PULL-TATE SECURITY SEAL	600-2600-600.280.000	102.41
KELLI TELLEZ	2/13/2024	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	131.56
KELLI TELLEZ	2/13/2024	AMAZON	ST. 2 TOILET PAPER	100-2525-600.250.000	51.36
KELLI TELLEZ	2/15/2024	AMAZON	DIVISION CHIEF OFFICE SUPPLIES	100-1600-600.100.000	252.07



## US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
KIZITO OKOROANYANWU	2/1/2024	TIRES LES SCHWAB	NEW TIRES FOR CHEVY ARBOC VEHICLE	603-5500-600.256.000	2,645.59
KIZITO OKOROANYANWU	2/2/2024	CHEVROLET CADILLAC OF FRESNO	COOLER LINE FOR ARBOC BUS	603-5500-600.256.000	271.24
KIZITO OKOROANYANWU	2/2/2024	CHEVROLET CADILLAC OF FRESNO	POWER STEERING LINE FOR ARBOC	603-5500-600.256.000	399.60
KIZITO OKOROANYANWU	2/2/2024	EAST BAY TIRE CO.	ONE NEW TIRE FOR EL DORADO BUS RT#193	603-5500-600.256.000	860.18
KIZITO OKOROANYANWU	2/2/2024	JORGENSEN COMPANY	FIRE EXTINGUISHER SERVICE	603-5500-600.400.000	635.03
KIZITO OKOROANYANWU	2/5/2024	NAPA AUTO PARTS	WIPER BLADES FOR VEHICLE BOLT EV	603-5500-600.256.000	(5.81)
KIZITO OKOROANYANWU	2/5/2024	NAPA AUTO PARTS	RADIATOR & COOLANT FOR ARBOC BUS	603-5500-600.256.000	347.81
KIZITO OKOROANYANWU	2/5/2024	NAPA AUTO PARTS	KNOCK SENSOR FOR ARBOC BUS	603-5500-600.256.000	113.62
KIZITO OKOROANYANWU	2/5/2024	NAPA AUTO PARTS	KNOCK SENSOR FOR ARBOC BUS	603-5500-600.256.000	113.62
KIZITO OKOROANYANWU	2/5/2024	NAPA AUTO PARTS	WIPER BLADES FRONT/REAR FOR VEHICLE BOLT EV-STOCK	603-5500-600.256.000	136.64
KIZITO OKOROANYANWU	2/6/2024	INTERSTATE BATTERY SYSTEM	BATTERIES FOR ARBOC & GMC BUSES	603-5500-600.256.000	948.59
KIZITO OKOROANYANWU	2/6/2024	NAPA AUTO PARTS	A/C PRESSURE SWITCH FOR CHAMPION BUS	603-5500-600.256.000	144.03
KIZITO OKOROANYANWU	2/7/2024	NAPA AUTO PARTS	AC PRESSURE SWITCH FOR CHAMPIONS BUS	603-5500-600.256.000	144.03
KIZITO OKOROANYANWU	2/7/2024	TIRES LES SCHWAB	NEW TIRES FOR CHEVY ARBOC VEHICLE	603-5500-600.256.000	529.12
KIZITO OKOROANYANWU	2/9/2024	NAPA AUTO PARTS	SPARK PLUG WIRE FOR ARBOC BUSES	603-5500-600.256.000	222.03
KIZITO OKOROANYANWU	2/12/2024	A-1 AUTO ELECTRIC/ALT FUELS	RAIL PRESSURE SENSOR FOR CHAMPION BUSES	603-5500-600.256.000	480.03
KIZITO OKOROANYANWU	2/12/2024	NAPA AUTO PARTS	PURGE VALVE FOR ARBOC BUSES	603-5500-600.256.000	295.40
KIZITO OKOROANYANWU	2/12/2024	CUMMINS SALES AND SERVICES	SERVICE CHARGE FOR REPAIR FOR EL DORADO BUS RT#190	603-5500-600.400.000	1,912.38
KIZITO OKOROANYANWU	2/13/2024	VULCAN WELDING	CATALYTIC CONVERTER REMOVAL & INSTALLATION	603-5500-600.400.000	850.00
KIZITO OKOROANYANWU	2/14/2024	CUMMINS SALES AND SERVICES	TUNE UP REPLACEMENT PARTS FOR EL DORADO BUS 193	603-5500-600.256.000	958.73
KIZITO OKOROANYANWU	2/14/2024	CUMMINS SALES AND SERVICES	TUNE UP REPLACEMENT PARTS FOR EL DORADO BUS 195	603-5500-600.256.000	928.73
KIZITO OKOROANYANWU	2/15/2024	CUMMINS SALES AND SERVICES	IGNITION COIL FOR EL DORADO BUS 195	603-5500-600.256.000	295.13
KIZITO OKOROANYANWU	2/16/2024	FRANK'S TCS	HEAVY DUTY COVERS FOR BUS CHARGERS	603-5500-600.250.000	282.14
KIZITO OKOROANYANWU	2/16/2024	NAPA AUTO PARTS	ENGINE MOUNT FOR VAN 4X4 #185	603-5500-600.256.000	130.64
KIZITO OKOROANYANWU	2/16/2024	ARMANDO SMOG	EMISSION INSPECTION FEE FOR VEHICLE E# 151	603-5500-600.400.000	100.00
KIZITO OKOROANYANWU	2/19/2024	NAPA AUTO PARTS	OXYGEN SENSOR FOR VEHICLE 4X4 #185	603-5500-600.256.000	308.46
KIZITO OKOROANYANWU	2/20/2024	NAPA AUTO PARTS	PAINT MARKER FOR MECHANICS	603-5500-600.250.000	10.36
KIZITO OKOROANYANWU	2/21/2024	TIRES LES SCHWAB	NEW TIRES FOR CHEVY ARBOC VEHICLES	603-5500-600.256.000	1,821.62
KIZITO OKOROANYANWU	2/21/2024	VILLAGE TIRE INC.	SERVICE CHARGE FOR ALIGNMENT ON BUS #182	603-5500-600.400.000	84.95
LISBETH MARTINEZ	1/23/2024	WALMART	SR. CENTER SUPPLIES	100-4200-600.250.000	24.30
LISBETH MARTINEZ	1/23/2024	WALMART	BREAKFAST ITEMS FOR SR. CENTER	100-4500-656.895.000	75.16
LISBETH MARTINEZ	1/29/2024	WALMART	BREAKFAST ITEMS FOR SR. CENTER	100-4500-656.895.000	54.35
LISBETH MARTINEZ	1/30/2024	AMAZON	BUNNY SUIT	100-4100-656.905.000	360.21
LISBETH MARTINEZ	2/5/2024	SMART AND FINAL	BREAKFAST ITEMS FOR SR. CENTER	100-4500-656.895.000	201.20
LISBETH MARTINEZ	2/7/2024	ORIENTAL TRADING	EGG HUNT SUPPLIES	100-4100-656.905.000	417.86
LISBETH MARTINEZ	2/7/2024	WALMART	TABLE CLOTHES FOR SR. CENTER	100-4200-600.250.000	30.07
LISBETH MARTINEZ	2/7/2024	WALMART	SNACKS FOR VALENTINE'S DAY AT SR. CENTER	100-4500-656.895.000	80.18
LISBETH MARTINEZ	2/9/2024	WALMART	BREAKFAST ITEMS FOR SR. CENTER	100-4500-656.895.000	93.17
LISBETH MARTINEZ	2/13/2024	AMAZON	SUPPLIES FOR EGGSTRAVAGANZA	100-4100-656.905.000	250.98
MICHAEL HONN	2/2/2024	COLUMN SOFTWARE PBC	NIB-AMBERWOOD SEWER PROJECT	229-5200-700.100.306	725.24
MICHAEL HONN	2/27/2024	CPRS	DELEGATION FEE TO TRANSFER CONFERENCE REGISTRATION FROM FERNANDO MORAN TO MICHAEL HONN	100-5300-610.920.000	50.00

## US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	1/22/2024	MERCEDES BENZ OF FRESNO	PARTS FOR UNIT 8563-AMB 553	701-9200-600.256.000	340.22
NESTOR GALVAN	1/23/2024	NAPA AUTO PARTS	PIN CLIP-FD	701-9200-600.256.000	9.73
NESTOR GALVAN	1/25/2024	MERCEDES BENZ OF FRESNO	UNIT 8563 AM 553 SHOCK ABSORBERS	701-9200-600.256.000	1,016.32
NESTOR GALVAN	1/29/2024	TIFCO INDUSTRIES	AUTO SUPPLIES	701-9200-600.250.000	707.78
NESTOR GALVAN	1/30/2024	GIBBS INTERNATIONAL INC	UNIT 1209 2008 DUMP TRUCK MOTOR	701-9200-600.256.000	599.98
NESTOR GALVAN	2/2/2024	PIONEER EQUIPMENT CO.	UNIT 3110 MOWER PARTS	701-9200-600.256.000	353.23
NESTOR GALVAN	2/6/2024	TIFCO INDUSTRIES	AUTO SUPPLIES	701-9200-600.250.000	78.18
NESTOR GALVAN	2/6/2024	O'REILLY AUTO PARTS	UNIT 3110 MOWER PARTS	701-9200-600.256.000	13.73
NESTOR GALVAN	2/12/2024	FUTURE FORD OF CLOVIS	UNIT 183 PD INTERCEPTOR PARTS	701-9200-600.256.000	253.89
NESTOR GALVAN	2/12/2024	O'REILLY AUTO PARTS	UNIT 183 PD INTERCEPTOR COOLANT HOSE	701-9200-600.256.000	91.25
NESTOR GALVAN	2/12/2024	O'REILLY AUTO PARTS	UNIT 1007 2020 PD INTERCEPTOR DENT PULLER	701-9200-600.256.000	56.36
NESTOR GALVAN	2/13/2024	TIFCO INDUSTRIES	SUPPLIES	701-9200-600.250.000	110.15
NESTOR GALVAN	2/14/2024	FAHRNEY FORD	UNIT 1007 PD INTERCEPTOR LATCH	701-9200-600.256.000	114.31
NESTOR GALVAN	2/15/2024	NELSON'S ACE HARDWARE	UNIT 4305 HEDGER PARTS	701-9200-600.256.000	88.48
NESTOR GALVAN	2/19/2024	FAHRNEY FORD	UNIT 184 PD INTERCEPTOR PARTS	701-9200-600.256.000	1,830.35
NESTOR GALVAN	2/20/2024	TIFCO INDUSTRIES	SUPPLIES	701-9200-600.250.000	176.52
NESTOR GALVAN	2/20/2024	FAHRNEY FORD	UNIT 184 PD INTERCEPTOR PARTS CREDIT	701-9200-600.256.000	(400.00)
NICOLETTE C ANDERSEN	1/22/2024	LITTLE CAESAR'S	CKP PINOCCHIO JR. - CAST PARTY	100-4300-600.250.000	151.65
NICOLETTE C ANDERSEN	1/22/2024	WALMART	CKP- PINOCCHIO JR. - CAST PARTY SUPPLIES	100-4300-600.250.000	37.08
NICOLETTE C ANDERSEN	1/22/2024	SIGNUP GENIUS	AUDITION SIGN UP PLATFORM	605-4300-656.910.000	24.99
NICOLETTE C ANDERSEN	1/23/2024	SP TABLE CLOTH FACTORY	SAC- THE BROTHERS SIZE - SET SUPPLIES	605-4300-656.910.000	12.36
NICOLETTE C ANDERSEN	1/24/2024	AMAZON	SAC- THE BROTHERS SIZE - SET SUPPLIES	605-4300-656.910.000	38.49
NICOLETTE C ANDERSEN	1/24/2024	AMAZON	SAC- THE BROTHER SIZE- SET SUPPLIES	605-4300-656.910.000	140.20
NICOLETTE C ANDERSEN	1/24/2024	THE HOME DEPOT	SAC- THE BROTHER SIZE- SET SUPPLIES	605-4300-656.910.000	123.14
NICOLETTE C ANDERSEN	1/24/2024	THE HOME DEPOT	SAC- THE BROTHER SIZE- SET SUPPLIES	605-4300-656.910.000	65.30
NICOLETTE C ANDERSEN	1/25/2024	AMAZON	SAC -SCHOOL GIRL - SET SUPPLIES	605-4300-656.910.000	112.26
NICOLETTE C ANDERSEN	1/25/2024	AMAZON	SAC- THE BROTHER SIZE- SET SUPPLIES	605-4300-656.910.000	35.19
NICOLETTE C ANDERSEN	1/25/2024	THE HOME DEPOT	SAC- THE BROTHER SIZE- SET SUPPLIES RETURN	605-4300-656.910.000	(270.87)
NICOLETTE C ANDERSEN	1/25/2024	THE HOME DEPOT	SAC- THE BROTHERS SIZE - SET SUPPLIES	605-4300-656.910.000	602.33
NICOLETTE C ANDERSEN	1/25/2024	THE HOME DEPOT	SAC- THE BROTHERS SIZE - SET SUPPLIES	605-4300-656.910.000	547.64
NICOLETTE C ANDERSEN	1/27/2024	NELSON'S ACE HARDWARE	SAC- THE BROTHERS SIZE - SET SUPPLIES	605-4300-656.910.000	25.13
NICOLETTE C ANDERSEN	1/27/2024	NELSON'S ACE HARDWARE	SAC- THE BROTHERS SIZE - SET SUPPLIES	605-4300-656.910.000	15.16
NICOLETTE C ANDERSEN	1/27/2024	SLACK	SAC- MARKETING PLATFORM	605-4300-656.910.000	3.38
NICOLETTE C ANDERSEN	2/1/2024	AMAZON	SAC - THE BROTHERS SIZE - PROPS	605-4300-656.910.000	63.16
NICOLETTE C ANDERSEN	2/1/2024	AMAZON	SAC - THE BROTHERS SIZE - PROPS	605-4300-656.910.000	21.67
NICOLETTE C ANDERSEN	2/1/2024	AMAZON	SAC - THE BROTHERS SIZE - COSTUME SUPPLIES	605-4300-656.910.000	8.67
NICOLETTE C ANDERSEN	2/1/2024	THE HOME DEPOT	SAC- THE BROTHERS SIZE - SET SUPPLIES	605-4300-656.910.000	40.92
NICOLETTE C ANDERSEN	2/2/2024	AMAZON	SAC - SCHOOL GIRLS - PROPS	605-4300-656.910.000	147.69
NICOLETTE C ANDERSEN	2/2/2024	SHEIN	SAC - SCHOOL GIRLS - COSTUMES	605-4300-656.910.000	149.03
NICOLETTE C ANDERSEN	2/2/2024	THE HOME DEPOT	SAC- SCHOOL GIRLS - SET SUPPLIES	605-4300-656.910.000	410.28
NICOLETTE C ANDERSEN	2/5/2024	AMAZON	SAC- SCHOOL GIRLS - COSTUMES	605-4300-656.910.000	69.98
NICOLETTE C ANDERSEN	2/7/2024	AMAZON	SAC - SCHOOL GIRLS - COSTUMES	605-4300-656.910.000	48.39

## US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE C ANDERSEN	2/7/2024	THE HOME DEPOT	SAC- THE BROTHERS SIZE - SET SUPPLIES	605-4300-656.910.000	19.48
NICOLETTE C ANDERSEN	2/8/2024	QR.IO GENERATOR	SAC- QR CODE GENERATOR	605-4300-656.910.000	35.00
NICOLETTE C ANDERSEN	2/9/2024	AMAZON	SAC - PRIME MEMBERSHIPS	605-4300-656.910.000	16.26
NICOLETTE C ANDERSEN	2/9/2024	FAST SIGNS	SAC - THE BROTHERS SIZE LOBBY POSTER	605-4300-656.910.000	46.47
NICOLETTE C ANDERSEN	2/9/2024	FAST SIGNS	SAC - THE BROTHERS SIZE ARTWORK POSTER	605-4300-656.910.000	46.47
NICOLETTE C ANDERSEN	2/9/2024	WALMART	SAC- THE BROTHERS SIZE - SNACK BAR SUPPLIES	605-4300-656.910.000	76.16
NICOLETTE C ANDERSEN	2/11/2024	AMAZON	SAC - MATILDA BINDERS	605-4300-656.910.000	76.74
NICOLETTE C ANDERSEN	2/13/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME RETURN	100-4300-600.250.000	(9.93)
NICOLETTE C ANDERSEN	2/13/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME RETURN	100-4300-600.250.000	(24.92)
NICOLETTE C ANDERSEN	2/13/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME RETURN	100-4300-600.250.000	(39.02)
NICOLETTE C ANDERSEN	2/13/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME RETURN	100-4300-600.250.000	(49.84)
NICOLETTE C ANDERSEN	2/13/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME RETURN	100-4300-600.250.000	(24.92)
NICOLETTE C ANDERSEN	2/13/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME RETURN	100-4300-600.250.000	(74.76)
NICOLETTE C ANDERSEN	2/14/2024	AMAZON	SAC- SCHOOL GIRLS - PROPS	605-4300-656.910.000	14.08
NICOLETTE C ANDERSEN	2/15/2024	DREAM HOST	SAC- WEBSITE HOSTING	605-4300-656.910.000	5.00
NICOLETTE C ANDERSEN	2/15/2024	WALMART	SAC - THE BROTHERS SIZE - SNACK BAR SUPPLIES	605-4300-656.910.000	114.11
NICOLETTE C ANDERSEN	2/20/2024	AMAZON	SAC - SCHOOL GIRLS - COSTUMES	605-4300-656.910.000	32.52
NICOLETTE C ANDERSEN	2/20/2024	AMAZON	SAC - SCHOOL GIRLS - COSTUMES	605-4300-656.910.000	32.53
NICOLETTE C ANDERSEN	2/20/2024	AMAZON	SAC - SCHOOL GIRLS - COSTUMES	605-4300-656.910.000	201.42
NICOLETTE C ANDERSEN	2/20/2024	QR.IO GENERATOR	SAC- QR CODE GENERATOR	605-4300-656.910.000	35.00
NICOLETTE C ANDERSEN	2/21/2024	AMAZON	SAC- SCHOOL GIRLS - MICS, BATTERIES & STAGE SUPPLIES	605-4300-656.910.000	210.61
NICOLETTE C ANDERSEN	2/21/2024	AMAZON	SAC - SCHOOL GIRLS - COSTUME SUPPLIES	605-4300-656.910.000	97.59
POLICE DEPT NO 1	1/21/2024	DOUBLETREE HILTON	HOTEL FOR TRAINING	100-2200-610.915.000	440.90
POLICE DEPT NO 1	1/21/2024	PETRO WHEELER RIDGE GAS STATION	FUEL	701-9200-600.257.000	62.01
POLICE DEPT NO 1	1/23/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	25.00
POLICE DEPT NO 1	1/26/2024	THE HOME DEPOT	PAINTING SUPPLIES	100-2100-600.250.000	44.54
POLICE DEPT NO 1	1/26/2024	AMAZON	METAL LOCKER FOR ANIMAL SERVICES	100-2400-600.250.050	368.80
POLICE DEPT NO 1	1/26/2024	AMAZON	PREP TABLE AND 2 CHAIRS FOR ANIMAL SERVICES	100-2400-600.250.050	552.47
POLICE DEPT NO 1	1/26/2024	THE HOME DEPOT	PAINT SUPPLIES-ANIMAL SERVICES	100-2400-600.250.050	79.14
POLICE DEPT NO 1	1/29/2024	AMAZON	STORAGE CABINET FOR ANIMAL SERVICES	100-2400-600.250.050	151.85
POLICE DEPT NO 1	2/3/2024	PETCO	DOG FOOD	100-2200-600.400.700	133.92
POLICE DEPT NO 1	2/9/2024	LYNN PEAVEY	RED EVIDENCE TAPE	100-2200-600.250.000	43.13
POLICE DEPT NO 1	2/13/2024	O'REILLY AUTO PARTS	GAS CAN/JUMPSTART	100-2200-600.250.000	226.69
POLICE DEPT NO 1	2/14/2024	AMAZON	SUPPLIES-CMDR GARZA AND EVIDENCE	100-2200-600.250.000	104.70
POLICE DEPT NO 1	2/14/2024	SUPERIOR COURT OF FRESNO	ODYSSEY PORTAL ACCESS-C. ACEVES	100-2200-600.250.000	84.72
POLICE DEPT NO 1	2/15/2024	ARROWHEAD FORENSICS	FARADAY BAGS FOR EVIDENCE	100-2200-600.250.000	110.37
RENE GARZA	1/22/2024	SELMA GAS STATION	FUEL	701-9200-600.257.000	62.87
RENE GARZA	2/1/2024	76 GAS STATION	FUEL	701-9200-600.257.000	50.22
RENE GARZA	2/12/2024	76 GAS STATION	FUEL	701-9200-600.257.000	54.38
RENE GARZA	2/13/2024	76 GAS STATION	FUEL (UNIT 224)	701-9200-600.257.000	62.93
REYNA RIVERA	1/23/2024	COLUMN PUBLIC NOTICE.COM	POST ADOPTION ORDINANCE BID	100-1700-600.210.000	96.92
REYNA RIVERA	1/23/2024	COLUMN PUBLIC NOTICE.COM	POST ADOPTION ORDINANCE ACO	100-1700-600.210.000	102.60

# US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
REYNA RIVERA	1/28/2024	CANVA	SUBSCRIPTION	100-1700-600.215.000	41.99
REYNA RIVERA	2/5/2024	LEAGUE OF CA CITIES	CONFERENCE MENDOZA-NAVARRO	100-1100-610.920.000	650.00
REYNA RIVERA	2/7/2024	SAL'S MEXICAN RESTAURANT	MEETING SUPPLIES BROWN ACT TRAINING	100-1700-610.915.000	86.63
REYNA RIVERA	2/8/2024	COLUMN PUBLIC NOTICE.COM	SALAZAR CENTER BID NOTICE	100-1700-600.210.000	627.64
REYNA RIVERA	2/9/2024	WWW.DOODLE.COM	SUBSCRIPTION	100-1700-600.250.000	14.95
REYNA RIVERA	2/15/2024	COLUMN PUBLIC NOTICE.COM	EMPLOYEE HEALTH BENEFITS RFP	100-1700-600.210.000	66.56
REYNA RIVERA	2/16/2024	COLUMN PUBLIC NOTICE.COM	SELMA SENIOR CENTER NIB NOTICE	100-1700-600.210.000	737.69
REYNA RIVERA	2/19/2024	COLUMN PUBLIC NOTICE.COM	AMBULANCE USER FEES PH	100-1700-600.210.000	217.87
REYNA RIVERA	2/19/2024	COLUMN PUBLIC NOTICE.COM	POST ADOPTION ORDINANCE PERSONNEL	100-1700-600.210.000	102.60
RICHARD FIGUEROA	1/25/2024	76 GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	42.27
RICHARD FIGUEROA	1/31/2024	CIRCLE K GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	44.05
RICHARD FIGUEROA	2/2/2024	76 GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	42.51
RICHARD FIGUEROA	2/3/2024	76 GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	48.84
RICHARD FIGUEROA	2/8/2024	BLADE TECH	TASER LEG HOLSTER (RIGHT & LEFT SIDED)	100-2200-600.250.000	416.67
RICHARD FIGUEROA	2/8/2024	CIRCLE K GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	56.84
RICHARD FIGUEROA	2/14/2024	76 GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	46.88
RICHARD FIGUEROA	2/16/2024	76 GAS STATION	FUEL (POOL CAR) - UNIT 192	701-9200-600.257.000	40.55
RICHARD FIGUEROA	2/16/2024	CIRCLE K GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	46.79
RICHARD FIGUEROA	2/17/2024	WE THE PEOPLE	COMPACT HOLSTER	100-2200-600.250.000	(265.40)
RICHARD FIGUEROA	2/17/2024	CIRCLE K GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	44.32
ROBYN LEWIS	1/25/2024	AMAZON	SUPPLIES-EVIDENCE AND CRIME ANALYST	100-2100-600.250.000	37.27
ROBYN LEWIS	1/25/2024	AMAZON	SUPPLIES FOR BWC	100-2200-600.250.000	27.14
ROBYN LEWIS	1/25/2024	AMAZON	RETURN IF SCANNER ROLLERS	100-2200-600.250.000	(64.00)
ROBYN LEWIS	1/26/2024	AMAZON	SUPPLIES-CARRASCO MEMORIAL	100-2100-600.250.000	108.72
ROBYN LEWIS	1/30/2024	COSTCO	SNACKS FOR CARRASCO MEMORIAL	100-2100-600.250.000	33.98
ROBYN LEWIS	1/30/2024	DELI DELICIOUS	LUNCH FOR CARRASCO FAMILY	100-2100-600.250.000	126.44
ROBYN LEWIS	1/30/2024	COSTCO	SNACK BAR- HEALTHY SNACKS	800-0000-121.000.000	16.98
ROBYN LEWIS	1/31/2024	AMAZON	SUPPLIES-FLASH DRIVES DETECTIVES	100-2100-600.250.000	154.59
ROBYN LEWIS	1/31/2024	WALMART	WATER FOR CARRASCO MEMORIAL	100-2100-600.250.000	23.70
ROBYN LEWIS	2/7/2024	AMAZON	SUPPLIES -CMDR GARZA/RECORDS	100-2100-600.250.000	87.79
ROBYN LEWIS	2/7/2024	AMAZON	SUPPLIES FOR JAIL PER TITLE 15 INSPECTION	100-2100-600.250.000	52.92
ROBYN LEWIS	2/13/2024	AMAZON	SUPPLIES	100-2100-600.400.000	28.03
ROBYN LEWIS	2/13/2024	AMAZON	SUPPLIES-CHIEF MAGNETIC BOARDS	100-2100-600.400.000	223.32
ROBYN LEWIS	2/15/2024	AMAZON	SUPPLIES	100-2100-600.400.000	62.90
ROBYN LEWIS	2/16/2024	SAM'S CLUB	SNACK BAR-HEALTHY SNACKS	800-0000-121.000.000	238.19
RUDOLFO ALCARAZ	1/25/2024	TABLE COVERS NOW	TABLE CLOTHS WITH PD LOGO	100-2100-600.400.000	307.87
RUDOLFO ALCARAZ	1/31/2024	TRACTOR SUPPLY	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	667.25
RUDOLFO ALCARAZ	1/31/2024	SELMA PET CLINIC	ANIMAL SERVICES - VET SERVICES	100-2400-600.400.050	595.40
RUDOLFO ALCARAZ	2/2/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	147.52
RUDOLFO ALCARAZ	2/2/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	52.06
RUDOLFO ALCARAZ	2/2/2024	SELMA PET CLINIC	ANIMAL SERVICES - VET SERVICES	100-2400-600.400.050	334.30
RUDOLFO ALCARAZ	2/5/2024	VISTA PRINT	T-SHIRTS AND HATS ANIMAL SERVICES TEAM	100-2400-600.400.050	597.44

# US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RUDOLFO ALCARAZ	2/7/2024	ANIMAL CARE EQUIPMENT	CREDIT FOR SHIPPING OVERCHARGE	100-2400-600.250.050	(56.65)
RUDOLFO ALCARAZ	2/17/2024	REVIVAL ANIMAL HEALTH	ANIMAL SERVICES SUPPLIES-VACCINES	100-2400-600.250.050	145.98
RUDOLFO ALCARAZ	2/18/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	21.60
RUDOLFO ALCARAZ	2/18/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	78.30
RUDOLFO ALCARAZ	2/21/2024	VISTA PRINT	ANIMAL SERVICES SUPPLIES	100-2400-600.400.050	83.51
GEORGE SIPIN	1/22/2024	NELSON'S ACE HARDWARE	RAIN BOOTS FOR MECHANIC DARL HEAD	603-5500-600.250.000	32.53
GEORGE SIPIN	1/22/2024	ARMANDO SMOG	EMISSION INSPECTION FEE FOR VEHICLE #200	603-5500-600.400.000	100.00
GEORGE SIPIN	1/22/2024	ARMANDO SMOG	EMISSION INSPECTION FEE FOR VEHICLE #164	603-5500-600.400.000	100.00
GEORGE SIPIN	1/23/2024	THE HOME DEPOT	PADLOCK FOR DOUBLE GATE AT SHOP	603-5500-600.250.000	54.75
GEORGE SIPIN	1/23/2024	THE HOME DEPOT	3 INCHES COUPLING FOR BYD CHARGER ELECTRICAL CONDUITS PIPE	603-5500-600.250.000	17.27
GEORGE SIPIN	1/23/2024	CHEVROLET CADILLAC OF FRESNO	RADIATOR FOR GMC VEHICLE #120/STOCK	603-5500-600.256.000	5,104.10
GEORGE SIPIN	1/24/2024	ALERT-O-LITE	RAINCOAT FOR TRANSIT TEAM	603-5500-600.250.000	171.15
GEORGE SIPIN	1/24/2024	ARMANDO SMOG	EMISSION INSPECTION FEE FOR VEHICLE #165	603-5500-600.400.000	100.00
GEORGE SIPIN	1/24/2024	ARMANDO SMOG	EMISSION INSPECTION FEE FOR VEHICLE #163	603-5500-600.400.000	100.00
GEORGE SIPIN	1/24/2024	CUMMINGS SALES AND SERVICES	SERVICE CHARGE FOR REPAIR ON VEHICLE #192	603-5500-600.400.000	895.53
GEORGE SIPIN	1/24/2024	JORGENSEN COMPANY	FIRE EXTINGUISHER SERVICE	603-5500-600.400.000	80.14
GEORGE SIPIN	1/25/2024	FRANK'S TCS	TOPS FOR CHARGERS AND OTHER FCRTA ITEMS	603-5500-600.250.000	74.85
GEORGE SIPIN	1/25/2024	WALMART	VIDEO ADAPTER FOR GEORGE'S COMPUTER	603-5500-600.250.000	10.82
GEORGE SIPIN	1/25/2024	CHEVROLET CADILLAC OF FRESNO	SEAL KIT FOR ARBOC BUS	603-5500-600.256.000	211.85
GEORGE SIPIN	1/25/2024	O'REILLY AUTO PARTS	OIL FILTER FOR GMC VEHICLE FLEET	603-5500-600.256.000	26.26
GEORGE SIPIN	1/25/2024	O'REILLY AUTO PARTS	AIR FILTER FOR CHEVY VEHICLE FLEET	603-5500-600.256.000	47.00
GEORGE SIPIN	1/25/2024	TIRES LES SCHWAB	NEW TIRES FOR CHEVY ARBOC VEHICLE	603-5500-600.256.000	529.12
GEORGE SIPIN	1/25/2024	ARMANDO SMOG	EMISSION INSPECTION FEE FOR VEHICLE #162	603-5500-600.400.000	100.00
GEORGE SIPIN	1/26/2024	NAPA AUTO PARTS	FRONT & REAR BRAKE PADS FOR GMC BUS	603-5500-600.256.000	1,131.69
GEORGE SIPIN	1/26/2024	ARMANDO SMOG	EMISSION INSPECTION FEE FOR VEHICLE #186	603-5500-600.400.000	100.00
GEORGE SIPIN	1/26/2024	ARMANDO SMOG	ADMISSION INSPECTION FEE FOE VEHICLE #170	603-5500-600.400.000	100.00
GEORGE SIPIN	1/29/2024	AMAZON	THE PRESSURE GUAGE	603-5500-600.250.000	26.02
GEORGE SIPIN	1/29/2024	AMAZON	TIRE DOLLY FOR MECHANICS	603-5500-600.250.000	238.54
GEORGE SIPIN	1/29/2024	AUTOZONE	DETAILER WASH SOAP FOR VEHICLES	603-5500-600.250.000	21.68
GEORGE SIPIN	1/29/2024	SAFETY-KLEEN SYSTEMS, INC	PARTS WASH SERVICE	603-5500-600.400.000	311.97
GEORGE SIPIN	1/30/2024	NAPA AUTO PARTS	DETAILER WASH SOAP FOR VEHICLES	603-5500-600.250.000	44.87
GEORGE SIPIN	1/31/2024	ARMANDO SMOG	EMISSION INSPECTION FEE FOR VEHICLE #168	603-5500-600.400.000	100.00
TIFFANY FLORES	2/1/2024	CHIPOTLE	EXECUTIVE TEAM MTG; LUNCH	100-1300-610.920.000	54.00
TIFFANY FLORES	2/14/2024	AMAZON	OFFICE SUPPLIES; BREAKROOM HEATER	100-1300-600.250.000	86.77
TIFFANY FLORES	2/14/2024	DONUT CAFÉ	STAFF APPRECIATION; DONUTS	100-1300-610.000.000	33.55
TIFFANY FLORES	2/15/2024	SAVE MART	STAFF APPRECIATION; SUPPLIES	100-1300-610.000.000	42.90
TIFFANY FLORES	2/15/2024	DROPBOX	MONTHLY SUBSCRIPTION FOR FILE STORAGE	100-1300-610.900.000	19.99
TIFFANY FLORES	2/16/2024	PANERA BREAD	STAFF APPRECIATION; BAGELS	100-1300-610.000.000	42.15
TIM CANNON	1/29/2024	CHEVRON GAS STATION	FUEL - TRAINING	701-9200-600.257.000	65.00
TIM CANNON	2/1/2024	HILTON SANTA CRUZ	HOTEL - TRAINING	100-2200-610.915.000	590.64
TIM CANNON	2/8/2024	AMAZON	USB EXTENDER - SUPPLIES	100-2200-600.250.000	19.51
TIM CANNON	2/9/2024	METRO UNIFORM & ACCESSORIES	UNIFORM SHIRTS - EMPLOYEE REVOLVING ACCOUNT	100-0000-123.010.000	251.26

### US BANK INVOICE FOR CALCARD CHARGES: 01/23/24-02/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
TIM CANNON	2/16/2024	AMERICAN AIRLINES	FLIGHT FEES/POLICE WEEK/CONFERENCE	100-2200-610.915.000	821.20
TIM CANNON	2/16/2024	AMERICAN AIRLINES	FLIGHT FEES/POLICE WEEK/CONFERENCE	100-2200-610.915.000	129.23
TIM CANNON	2/16/2024	AMERICAN AIRLINES	FLIGHT FEES/POLICE WEEK/CONFERENCE	100-2200-610.915.000	111.52
TIM CANNON	2/16/2024	AMERICAN AIRLINES	FLIGHT FEES/POLICE WEEK/CONFERENCE	100-2200-610.915.000	821.20
					83,038.25

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

**April 1, 2024**

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**ITEM NO:** 1.

**SUBJECT:** Consideration of a Resolution Awarding Contract to Dawson-Mauldin, LLC for the Amberwood Specific Plan Sanitary Sewer Improvement Project

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**BACKGROUND:** In 2015, the City approved the Amberwood Specific Plan which encompassed approximately 670 acres on the eastern edge of the City. The Plan included a proposed 2,558 residential units and approximately 131,200 square feet of commercial space. The Council approved Resolution 2023-29 in April 2023 approving the Reimbursement Agreement for the Amberwood Specific Plan Zone of Benefit establishing fees for proposed Subdivisions within the Zone. The Council approved Resolution 2024-18 approving the issuance of lease revenue bonds for Wastewater Infrastructure Projects not to exceed \$8,000,000. The issuance of these bonds will fund the wastewater trunk main to bring service to the Amberwood Specific Plan area.

On March 7, 2023 the City held a public bid opening for the Project. The Engineer’s Estimate for the construction portion of the Project was \$6,200,000.00. The City received and opened bids from three contractors. The amounts of the bids were as follows:

<b>Contractor</b>	<b>Total Bid</b>
Dawson-Mauldin, LLC	\$5,818,422.00
Sierra Construction and Excavation, Inc.	\$7,440,113.00
Floyd Johnston Construction Co., Inc.	\$7,708,924.00
Engineer’s Estimate	\$6,200,000.00

**DISCUSSION:** Staff has reviewed the bid from Dawson-Mauldin, LLC for completeness and determined that it is the lowest responsive and responsible bid and as such, Staff recommends that they be awarded the contract.

**FISCAL IMPACT:**

The estimated cost for the construction phase of the project is \$7,041,422, as detailed below:

- Construction..... \$5,818,422.00
- Construction Contingency ..... \$582,000.00
- Construction Management/Inspection/Testing/Admin ..... \$640,000.00

The funding for this project will be Lease Revenue Bonds funds available to the City. The amount of funds available is \$7,041,422.

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<u>/s/</u>	<u>March 25, 2024</u>
David Horn City Engineer	Date
<u>/s/</u>	<u>March 25, 2024</u>
Jerome Keene Deputy City Manager	Date
<u>/s/</u>	<u>March 25, 2024</u>
Fernando Santillan City Manager	Date



**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF SELMA, CALIFORNIA AWARDED CONTRACT FOR THE  
AMBERWOOD SPECIFIC PLAN SANITARY SEWER IMPROVEMENT PROJECT**

**WHEREAS**, The City Council designated the Amberwood Specific Plan Sanitary Sewer Improvement Project (“Project”) to utilize Lease Revenue Bonds for Wastewater Infrastructure Projects (“Bonds”) funds; and,

**WHEREAS**, the plans and specifications for the Project were prepared by Yamabe & Horn Engineering, Inc., and reviewed by the Selma – Kingsburg – Fowler Sanitation District (“SKF”) and the Fresno County Department of Public Works; and,

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

**WHEREAS**, the bids were opened on Thursday, March 7, 2024;

**WHEREAS**, Staff analyzed all bids received and determined the bid from Dawson-Mauldin, LLC. to be the lowest responsive and responsible base bid;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Selma hereby finds, determines, and declares the following:

1. The above recitals are true and correct;
2. The contract for the Amberwood Specific Plan Sanitary Sewer Improvement Project is awarded to Dawson-Mauldin, LLC., at a cost of \$5,819,422.00;
3. Approve a 10% Construction Contingency in the amount of \$582,000.00;
4. Authorize the City Manager to execute contract documents.
5. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 1<sup>st</sup> day of April, 2024 by the following vote:

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

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Scott Robertson  
Mayor

ATTEST:

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Reyna Rivera  
City Clerk

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

**April 1, 2024**

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**ITEM NO:** 2.

**SUBJECT:** Proposal for Adopting a New City Logo for Selma

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**BACKGROUND:** The City of Selma began a rebranding process in November 2023 to develop a unified and visually appealing brand. Selma's ongoing growth and numerous development projects create a favorable opportunity for introducing a fresh brand identity, essential for ensuring uniform messaging and attracting both families and businesses to the area.

The project comprises two phases: Phase one focuses on design, including creating a logo, tagline, color scheme, and standalone graphics. Phase two will entail the development of a comprehensive marketing blueprint to standardize communication styles across various city departments. This approach ensures a unified communication strategy, specifically tailored to meet the unique needs of the Selma community.

**DISCUSSION:** The rebranding process commenced with a survey aimed at understanding the current perceptions of Selma. The goal of this was to uncover the imagery associated with the city, its cherished memories, and the values that define Selma's identity.

The data collected kickstarted the creative process to develop designs and a tagline. The surveys clearly indicated that Selma was a city experiencing growth and progress, rooted in tradition but in need of a modern brand to complement its advancement. The entire process was guided by a respect for Selma's rich history while striving to invest in the future.

Despite historical significance as a leading agricultural hub, Selma has witnessed substantial changes in agricultural trends over the past few decades. To highlight Selma as a hub of innovation, city staff collaborated with the design team at Golden Shovel Agency to ensure the logo and tagline reflect the city's forward-thinking trajectory.

This logo is intended to serve as visual identity for the Selma, separate from the previous seal. Unlike the seal, the logo is meant for widespread use in City communications. City seals, typically circular emblems, often lack distinction between municipalities and fail to effectively convey a city's unique character. Relying on seals for branding is insufficient. Staff's goal is for the city seal and logo to complement each other, each serving its distinct purpose.

In Phase 2 of our initiative, outlined in the marketing blueprint, we will provide clear guidelines delineating the specific contexts and applications where the city seal and logo should be utilized, ensuring clarity and consistency in their respective roles. Staff is presenting the recommended logo designs to the City Council.

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**RECOMMENDATION:** Staff recommend the adoption of the presented logo.

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\_\_\_\_\_/s/\_\_\_\_\_  
Alicia Aguirre, Economic Development Manager

\_\_\_\_\_  
March 25, 2024  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Jerome Keene, Deputy City Manager

\_\_\_\_\_  
March 25, 2024  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan, City Manager

\_\_\_\_\_  
March 25, 2024  
Date

Attachments:

1. Selma Design Brief





# DESIGN BRIEF

CITY OF SELMA, CA



## LOGO CONCEPTS

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WHERE GOOD THINGS GROW

WHERE GOOD THINGS GROW







# Golden Shovel

GROUNDBREAKING ECONOMIC  
DEVELOPMENT MARKETING &  
COMMUNICATIONS

43 EAST BROADWAY • LITTLE FALLS, MINNESOTA 56345

[WWW.GOLDENSHOVELAGENCY.COM](http://WWW.GOLDENSHOVELAGENCY.COM)

April 1, 2024 Council Packet

Page 179

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

**April 1, 2024**

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**ITEM NO:** 3.

**SUBJECT:** Consideration of a Resolution Adopting a Downtown Storefront Improvement Grant in the Downtown Business Improvement District

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**BACKGROUND:** The Downtown Business Improvement District (BID) prepared a 6-month budget which was adopted by the City Council on January 16, 2024. This budget reflected a \$28,000 allocation for a Downtown Storefront Improvement Grant.

In September 2020 the City Council Adopted a resolution establishing a Facade Improvement Revolving Loan Program to improve the vitality of Downtown Selma along High Street. The program was intended to assist merchants and commercial property owners with exterior rehabilitation of their property. Financial assistance through this program offered a 0% (zero percent) interest unsecured loan (no collateral needed) for eligible repairs and improvements. The loan was intended to be 50% (fifty percent) or less match to the investment provided by the property owner to complete eligible improvements.

The existing program did not generate interest, as there were no applications from businesses wishing to obtain a loan for improvements. In response to this observation, the Downtown BID created new guidelines for the Downtown BID Storefront Improvement Grant. The main differences include expanding the eligibility criteria to cover a larger area, encompassing the entire downtown business improvement district instead of just businesses along High Street. Additionally, the funds would be administered as a reimbursement grant rather than a loan.

**DISCUSSION:** The Downtown Business Improvement District (BID) has been working through the development of program guidelines, an application, and a scoring rubric for a Downtown BID Storefront Improvement Grant.

The Downtown Storefront Improvement Grant is a strategic initiative on behalf of the Downtown BID aimed at revitalizing downtown businesses by providing financial support and incentive for exterior enhancements. Unlike a traditional facade grant program, this unique initiative distinguishes itself by excluding improvements subject to upcoming design guidelines.

Recognizing the ongoing development of design guidelines, the Storefront Improvement Program focuses on eligible enhancements that align with community preferences but do not fall within the parameters of the forthcoming design restrictions. This intentional exclusion is to ensure that the grant program not only complements the City's vision for immediately providing resources for improving aesthetics, but also serves as a prelude to more robust and comprehensive façade grant program in the future after design guidelines for the downtown have been established. Through this phased approach, Selma aims to empower downtown businesses, enhance community aesthetics, and lay the groundwork for a cohesive and visually appealing downtown.



Eligible applicants include business owners or property owners within the BID boundaries, with tenants requiring authorization from property owners. Businesses eligible for funding must possess an active business license and comply with BID dues. Only one application per business license per funding cycle is accepted. Applicants must either own the property or obtain written authorization from the property owner for proposed improvements.

Recipients must provide a 50% match for the total project cost. Ineligible improvements include site plan design, permit fees, and financing charges. Eligible improvements encompass various enhancements such as signage adjustments, door and window repairs, and ADA compliance upgrades. Application requirements include providing a valid business license, contractor quotes, a detailed improvement plan, and property verification. Applications are reviewed continuously, with the BID Committee serving as the reviewing body.

Upon funding approval, projects must commence within 45 days and complete within six months, with one extension permitted. Reimbursements are issued upon project completion, proof of payment, and compliance with program requirements. Funding is allocated on a first-come, first-served basis, with reimbursement covering 50% of eligible improvements. Awards will range from \$500 to \$10,000.

Minimum number of projects funded: \$28,000 (total budget) / \$500 (minimum award) = 56 projects.

Maximum number of projects funded: \$28,000 (total budget) / \$10,000 (maximum award) = 2.8 projects.

Considering that the eligible projects for the Storefront Improvement Grant encompass small-scale endeavors such as door and window replacements, as well as window decluttering, it is expected that most projects will fall towards the lower end of the award spectrum. Nevertheless, the decision to establish a higher ceiling for awards was made to ensure that projects contributing significantly to downtown improvement remain eligible for funding.

**FISCAL IMPACT:** The Downtown Business Improvement District Board budgeted \$28,000 for this program in their 2024 six-month budget. (January 1, 2024 - June 30, 2024)

Revenue	
Anticipated revenue from 2024 BID assessment	\$25,000
Contribution from Selma City Council FY 22-23	\$50,000
Beginning Fund Balance	\$11,000
<b>TOTAL</b>	<b>\$86,000</b>
Spending for District Activities	
<b>Marketing:</b> Social Media Management, and Social Media Advertising.	\$8,500
<b>Beautification:</b> New benches, new trashcans, branded street signs along High Street, Pressure washing High Street	\$45,000

<b>Business Improvement Grant Program</b>	<b>\$28,000</b>
<b>Contingency</b>	<b>\$4,500</b>
<b>TOTAL</b>	<b>\$86,000</b>

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**RECOMMENDATION:** Staff recommends Council provide any additional comments on the proposed Storefront Improvement Grant Program and execute the resolution that authorizes the Downtown Selma BID to evaluate applications and make recommendations for funding and authorize the City Manager to make determination on grant application, execute funding agreements and any other actions necessary to implement the resolution.

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_____ /s/	_____ 3/28/2024
Alicia Aguirre, Economic Development Manager	Date

_____ /s/	_____ 3/28/2024
Jerome Keene, Deputy City Manager	Date

_____ /s/	_____ 3/28/2024
Fernando Santillan, City Manager	Date

Attachments:

1. Resolution
2. Storefront Improvement Grant Program Framework and Eligibility Criteria
3. Storefront Improvement Grant Application
4. Storefront Improvement Grant Scoring Rubric

**RESOLUTION NO. 2024 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SELMA, CALIFORNIA ESTABLISHING A DOWNTOWN  
STOREFRONT IMPROVEMENT GRANT PROGRAM IN THE  
DOWNTOWN BUSINESS IMPROVEMENT DISTRICT**

**WHEREAS**, the Downtown Business Improvement District and the City Council have a mutual interest to improve the appearance of the downtown; and

**WHEREAS**, the City Council established a Facade Improvement Revolving Loan Fund on September 21, 2020, to stimulate improvements to downtown storefronts,

**WHEREAS**, the City Council established Facade Improvement Revolving Loan Fund has not been utilized in any of the years since it was established; and

**WHEREAS**, the outward appearance of businesses located in the City can, in some cases, be enhanced by improvements to the building facade, and the City wishes to encourage such improvements for the purpose of improving the overall atmosphere and environment of business districts within the City; and

**WHEREAS**, the current Facade Improvement Revolving Loan Fund does not currently allow for reimbursement grants or the awarding of funds beyond businesses facing High Street; and

**WHEREAS**, the City of Selma acknowledges the potential benefits of expanding the program into a Storefront Improvement Grant covering a broader downtown area, offering businesses reimbursement grants instead of loans. The city anticipates that this initiative will improve storefront aesthetics by reducing window clutter and replacing broken or damaged windows and doors;

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

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

SECTION 2. The City Council hereby adopts the Storefront Improvement Grant Program establishing a reimbursement grant program for eligible property owners and business owners within the Downtown BID boundaries. Reimbursements are issued upon project completion, proof of payment, and compliance with program requirements. Funding is allocated on a first-come, first-served basis, with reimbursement covering 50% of eligible improvements. Awards will range from \$500 to \$10,000.

SECTION 3. The City Council hereby authorizes the Downtown Business Improvement District to review and make recommendations on awards.

SECTION 4. The City Council hereby authorizes the City Manager to decide on granting awards to any qualified business, to execute the agreement and take any other action necessary to implement the resolution.

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 1st day of April 2024, by the following vote:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera  
Selma City Clerk



## **Downtown Selma Storefront Improvement Grant Program**

### **Framework and Eligibility Criteria**

#### **Overview:**

The Downtown Business Storefront Improvement Grant Program in the City of Selma is a strategic initiative aimed at revitalizing downtown businesses by providing financial support for exterior enhancements. Unlike traditional facade grant programs, this unique initiative distinguishes itself by excluding improvements subject to upcoming design guidelines. Recognizing the ongoing development of these guidelines, the program focuses on eligible enhancements that align with community preferences but do not fall within the parameters of the forthcoming design restrictions. This intentional exclusion is designed to ensure that the grant program not only complements the City's vision for immediately providing resources for improving aesthetics, but also serves as a prelude to include physical façade improvement that will seamlessly integrate with the established design guidelines. Through this phased approach, Selma aims to empower downtown businesses, enhance community aesthetics, and lay the groundwork for a cohesive and visually appealing downtown.

#### **Applicants:**

- The applicant must own a business or be a property owner within the downtown business improvement district.
- If the applicant is a tenant, the property owner must also sign the Program application and provide an authorization form to support any improvements made to the building on their behalf.
- Property owners are also eligible applicants.

#### **Eligibility Requirements:**

- Retail, restaurant, service, and other commercial businesses (cultural, office, etc.). within the Downtown Business Improvement District boundaries.

- Businesses must be identifiable by an address with an active business license that is current with BID dues.
- Only one application can be submitted per business license per funding cycle.
- Applicants must either
  - ✓ Own the property being submitted for funding; or,
  - ✓ Operate their business at the project site and obtain written authorization from the property owner authorizing the proposed improvements.
- Only exterior improvements listed under the “Eligible Improvements” section of this form qualify for grant funds.
- The submittal of an application does not guarantee reimbursement for funding.
- All proposed improvements must comply with City laws, including but not limited to the Selma Municipal Code, California Building Code, California Fire Code, local sign regulations, zoning ordinances, applicable design guidelines, and the Selma General Plan.
- Anyone doing business in Selma must have an active Selma Business License, to be considered for funding you must provide your 6-digit business license number. *Your business license must be current. You may not be delinquent on your business license fee or BID assessment fee.*
- All required building permits must be obtained before any construction begins.
- All applicants must complete a Form W-9.
- Construction must commence within 45 days after a building permit has been awarded. Improvements must be complete within 6 months (one (1) six-month extension allowed).

### **Funding Terms**

- Grant recipient is responsible for covering remaining project costs that exceed the City’s total grant award.
- Grant funds are issued on a reimbursement basis requiring applicants to furnish a 50% match for the total project cost.
- The Business Improvement District Board reserves the right to define project milestones and reimbursement eligibility.
- The Business Improvement District Board may suspend or terminate the agreement, in whole or in part, if the applicant fails to comply with any term of the agreement or with any of the rules.
- City of Selma employees, volunteers, committee board members, or council members are eligible to apply if they meet all other outlined requirements listed below.

- **Ineligible Improvements:**
- Excludes site plan design, building permit fees, financing or loan fees, consultant fees, items taxed as personal property, reusable/removable items, and unforeseen/contingency fees.
- Excludes improvements to businesses not within the Downtown Business Improvement District boundaries.

**Eligible Improvements:**

- Removal of unnecessary visual distractions, such as taking down window decals.
- Removal of non-compliant signage but excluding primary signage of the business.
- Removal and or replacement of damaged or outdated door.
- Repairing damaged or outdated window.
- Code deficiencies including ADA compliance upgrades for store entrance (excluding sidewalk)
- Exterior entryway flooring or pavement as part of ingress/egress to building (excluding city sidewalks)
- Installation of permanent lighting attached to your business storefront.

**Application Requirements:**

- Read and review Program Requirements to confirm your eligibility.
- Complete the program application with attachments and submit it to the BID Committee.
- Attachments:
  - ✓ Provide a PDF copy of an active City- issued business license in good standing.
  - ✓ Provide two licensed contractors' itemized quotes or bids for the total project (valid within the last 60 days).
  - ✓ Provide a detailed plan illustrating proposed improvements.
  - ✓ Provide the property deed with legal description (for owner verification).  
Alternatively, you can provide a notarized affidavit from the owner.
  - ✓ If a tenant is applying, they must have a signed letter from the building owner approving the project.
  - ✓ Submit a photo of your storefront where the improvements are being proposed.

**Processing of Application:**

- Application completion by building owner(s) or tenant business owner(s) with building owner's written approval.
- Submission of a detailed site plan illustrating proposed improvements.
- Applications received will be reviewed on an ongoing basis. Please reference the "Timeline" section of this document for review dates.

**Approval Procedures:**

- The BID Committee will act as the reviewing committee for Business Improvement grant applications.
- If any BID board member has a stake in the project, such as being a business owner, property owner, or has any vested conflict of interest, they are ineligible to score the application and must recuse themselves.
- The BID Committee will publish scoring criteria with a minimum score for qualifying projects.

**Post-Approval Procedures for Storefront Improvement Program Reimbursement:**

- Project construction is to commence within 45 days after approval.
- Completion of all construction within 6 months, with an opportunity for one six-month extension. Reimbursement upon project completion, proof of payment, and unconditional waivers/releases.
- No reimbursements if any program requirements remain unsatisfied.

**Program Funding Awards and General Guidelines:**

- Funding is awarded on a first-come, first-served basis until budgeted funds are exhausted.
- Reimbursement amounts: 50% of eligible improvements, with a minimum funding amount of \$500 and a maximum funding amount of \$10,000 provided through the program.

**Downtown Selma BID Boundary:**

Only businesses situated within the designated Downtown Business Improvement District qualify for funding through the downtown storefront improvement grant.



# DOWNTOWN SELMA STOREFRONT IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant Name: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

### Application Requirements

- Read and review Program Requirements to confirm your eligibility.
- Complete the program application with attachments and submit it to 1710 Tucker Street, Selma.
- Attachments:
  - ✓ Provide a PDF copy of an active City- issued business license in good standing.
  - ✓ Provide two licensed contractors' **itemized** quotes or bids for the total project (valid within the last 60 days).
  - ✓ Provide a detailed plan illustrating proposed improvements.
  - ✓ Provide the property deed with legal description (for owner verification).  
Alternatively, you can provide a notarized affidavit from the owner.
  - ✓ If a tenant is applying, they must have a signed letter from the building owner approving the project.
  - ✓ Submit a photo of your storefront where the improvements are being proposed.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

# DOWNTOWN SELMA STOREFRONT IMPROVEMENT GRANT PROGRAM

## SCORING RUBRIC

	Exceptional (30 pts)	Meets Requirements (15 pts)	Needs Improvement (5 pts)	TOTAL
<b>Application &amp; Eligibility</b>	<ul style="list-style-type: none"> <li>■Application complete</li> <li>■Property is in eligible area</li> <li>■Proposed improvements are eligible</li> <li>■New business to district</li> </ul>	<ul style="list-style-type: none"> <li>■Application somewhat complete</li> <li>■Property is in eligible area</li> <li>■Proposed improvements are not all eligible</li> <li>■New business to district</li> </ul>	<ul style="list-style-type: none"> <li>■Application not complete</li> <li>■Property is not in eligible area</li> <li>■Proposed improvements are not eligible</li> <li>■Not new business to district</li> </ul>	
	Exceptional (30 pts)	Meets Requirements (15 pts)	Needs Improvement (5 pts)	
<b>Project Scope</b>	<ul style="list-style-type: none"> <li>■Project makes quality permanent improvement to space</li> <li>■Project increases the commercial property values downtown</li> <li>■Property owner providing generous tenant improvement funding in addition to the grant</li> <li>■Location of building/current vacancy/square footage</li> </ul>	<ul style="list-style-type: none"> <li>■Project makes some quality permanent improvement to space</li> <li>■Project somewhat increases the commercial property values downtown</li> <li>■Property owner providing some tenant improvement funding in addition to the grant</li> <li>■Location of building/current vacancy/square footage</li> </ul>	<ul style="list-style-type: none"> <li>■Project makes no quality permanent improvement to space</li> <li>■Project has little impact on the commercial property values downtown</li> <li>■Property owner providing no/little tenant improvement funding in addition to the grant</li> <li>■Location of building/current vacancy/square footage</li> </ul>	
	Exceptional (30 pts)	Meets Requirements (15 pts)	Needs Improvement (5 pts)	
<b>Value of Proposed Project</b>	<ul style="list-style-type: none"> <li>■Project brings a new elevated dining space to district</li> <li>■Value of total investment made is substantial</li> <li>■Number of jobs created is substantial</li> <li>■Estimated revenue per square foot when operational is substantial</li> </ul>	<ul style="list-style-type: none"> <li>■Project brings a new dining/retail space to the district</li> <li>■Value of total investment made is somewhat substantial</li> <li>■Number of jobs created is somewhat substantial</li> <li>■Estimated revenue per square foot when operational is somewhat substantial</li> </ul>	<ul style="list-style-type: none"> <li>■Project brings a dining/retail space to the district</li> <li>■Value of total investment made is low</li> <li>■Number of jobs created is low</li> <li>■Estimated revenue per square foot when operational is low</li> </ul>	
<b>TOTAL SCORE</b>				

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

**April 1, 2024**

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**ITEM NO: 4.**

**SUBJECT:** Request for Council Direction On Business License Fees

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**BACKGROUND:**

At the Selma City Council meeting on March 4, 2024, the Council requested that Staff review the current business license fees, specifically fees associated with special events for vendors.

**DISCUSSION:**

Business license fees of varying types were adopted multiple times, ranging from 1987 to 2023, with the recent update of the Special Event Ordinance. Currently, the City does not have a one-day license fee. A review of the single-day license fee is as follows:

- Clovis - \$39 (1 day) or \$62 (2 days)
- Reedley - \$54 (1 day)
  - Requires minimum \$1 million insurance if a sidewalk vendor
- Kingsburg - \$12.50 per day; \$37.50 per month; \$75 per year
- Fresno – minimum of \$14 before gross receipts (minimum \$35), total \$49
  - Requires a Zoning Clearance through Planning prior to approval (ranges from \$34.46 (minor) to \$2,142.36 (major)).
  - Total could be as low as \$73.46
- Fowler - \$14 (maximum of one per year)
- Dinuba - \$7.75 (one day)
- Sanger - \$19 per day, \$54 per month, \$129 year
- **Average**
  - **Per Day - \$27.89**

A fee of approximately \$30 would be consistent with the current fee for out-of-town business licenses, with an approval process resembling a registration and issuance rather than an ongoing renewal process. Therefore, the fee can be justified under the current rate structure.

Home Occupation Permit (HOPs) are currently identified within the Zoning Ordinance to identify regulations for residents to operate in residential zone districts without severely impacting the character of the neighborhood. Home occupation permit fee of \$455 was adopted in 2021 with the Comprehensive Fee Study and includes the permitting process through Planning to review the business attributes and the business license application review (\$455). This rate assumes mostly time for the Planning Department to conduct a review of the property. It does currently require some notification to the surrounding owners for approval of the use.

However, the Comprehensive Zoning Code Update will propose a minor and major Home Occupation, with the former being simplified to an acknowledgment form and being charged

at a typical business license rate (\$205). The major HOP will resemble the current process but is proposed to allow a slightly wider range of uses which may include an additional non-family employee and customers by appointment only. The current fee of \$455 for this major HOP would be appropriate to allow for inspection of the home in conformance with the Code Update.

Lastly, the current Business License Fee includes and excludes current staff who review applications at rates that likely exceed those of current staff completing the work. The current breakdown of the Business License Application Fee is as follows:

	Hours	Rate	Total
Account Clerk 2	0.50	\$124.98	\$62.49
Fire Marshal	0.50	\$165.40	\$82.70
Police Sergeant	0.08	\$128.63	\$10.29
Contract Planner	0.25	\$196.20	\$49.05
<b>Totals</b>	<b>1.33</b>	<b>n/a</b>	<b>\$204.53</b>

The current review process includes the Assistant Planner, Building Inspector, Fire Marshal, Code Enforcement Officer I, and an Accounting Technician. Based on the current estimated time for each team member's approval of an application, a proposed fee could be estimated as follows:

	Hours	Rate	Total
Assistant Planner	0.3	\$54.67	\$16.40
Building Inspector	0.4	\$56.58	\$22.68
Fire Marshal	0.4	\$99.91	\$39.96
Code Enforcement Officer I	0.4	\$40.28	\$16.10
Accounting Technician	1.0	\$59.35	\$59.35
<b>Totals</b>			<b>\$154.49</b>

A new proposed fee of \$155 would be acceptable to cover the current review process of business license applications based on the hours allotted above.

Furthermore, the City has received requests from upcoming event organizers regarding the amounts charged for vendors associated with their events. Staff would recommend waiving the fees associated with single-day business licenses for only the Sikh Parade and the Raisin Festival for this year only, with the one-day license fee being applied to vendors at all events once it is formally adopted by the City Council.

**FISCAL IMPACT:** A potential decline in General Fund revenue due to a fee reduction from \$205 or \$455 to \$30 for one-day business licenses would be expected.

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**RECOMMENDATION:** By motion, approve a temporary waiver of business license requirements for Sikh Parade and Raisin Festival vendors for 2024 only, and; provide direction to Staff regarding the creation of a One-Day/Single Event Business License Fee of \$30 for vendors associated with a Special Event and revision of the current Business License Application Fee to \$155.

/s/  
Jerome Keene  
Deputy City Manager

March 21, 2024  
Date

/s/  
 \_\_\_\_\_  
 Fernando Santillan  
 City Manager

March 21, 2024  
Date

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

**April 1, 2024**

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**ITEM NO:** 5.

**SUBJECT:** Discussion on Selma's Housing Priorities

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**DISCUSSION:** During the March 18, 2024 Council meeting, Council member Mendoza-Navarro requested a future agenda item to discuss key housing topics pertinent to the City of Selma, for discussion in Washington DC. City Staff has identified several critical issues related to housing policy that require federal attention and action.

The City of Selma faces significant housing shortfalls, exacerbated by challenges stemming from aged infrastructure and constraints on construction due to inadequate sewer trunk lines hinder Selma's growth and economic disparities. As the city seeks to address these challenges and promote sustainable development, collaboration with federal policymakers is essential. The Selma City Council has requested a review of key housing topics to be discussed in Washington DC, with a focus on policy initiatives that can support Selma's housing goals.

1. Housing Shortages: Selma confronts a severe shortage of housing, intensifying housing insecurity among its residents. Federal support, coupled with addressing infrastructure limitations, is indispensable for augmenting the supply of housing and enhancing accessibility to housing assistance programs.

2. Neighborhood Revitalization: Many of Selma's neighborhoods necessitate revitalization efforts to combat blight, disinvestment, and infrastructure inadequacies. Federal grants and incentives can bolster community-led revitalization endeavors, fostering economic development and elevating residents' quality of life.

3. Affordable Housing for All Income Levels: Facilitating homeownership opportunities for all income families, including those with low incomes is pivotal for wealth accumulation and community stability in Selma. Federal initiatives, including mortgage assistance programs and homeownership counseling, can enhance homeownership accessibility and affordability for low-income households. Additionally, initiatives for rental housing, such as subsidized housing and affordable housing development, can provide options for those who may not be ready for homeownership. Providing senior housing options ensures safe and affordable living arrangements, contributing to overall community well-being. It's essential that these efforts address infrastructure challenges concurrently to ensure inclusive housing solutions for all Selma residents.

4. Down Payment Assistance: Establishing payment assistance programs can be invaluable for helping low- and moderate-income families achieve their dream of homeownership. By providing financial support for the down payment of mortgage, such programs can make a significant difference in making housing more accessible and affordable for those who need it most. Homeownership motivates increased community pride regardless of income level,

so increasing opportunities for homeownership will increase community engagement and enhance quality of life in Selma.

Based on the identified housing topics, the following policy recommendations are proposed for consideration by federal policymakers:

1. Increase funding for housing programs while concurrently investing in infrastructure improvements, including sewer trunk lines, to facilitate housing development.
2. Establish targeted grant programs to support neighborhood revitalization endeavors, addressing both infrastructural and community development needs.
3. Expand access to homeownership opportunities through federal programs, prioritizing infrastructure investments to enable construction and housing development.
4. Provide funding for downpayment assistance programs to enhance access to homeownership opportunities, particularly for low-income individuals and families.

Collaborative action at the federal level is imperative to address Selma's housing challenges comprehensively. By prioritizing the identified housing topics and concurrently addressing infrastructure limitations, federal policymakers can empower Selma to foster stronger, more inclusive communities, thereby laying the groundwork for sustained growth and prosperity.

**FISCAL IMPACT:** None Scheduled

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**RECOMMENDATION:** Council discussion and direction.

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\_\_\_\_\_/s/  
Reyna Rivera  
City Clerk

\_\_\_\_\_  
March 27, 2024  
Date

\_\_\_\_\_/s/  
Fernando Santillan  
City Manager

\_\_\_\_\_  
March 27, 2024  
Date

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

April 1, 2024

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**ITEM NO:** 6.

**SUBJECT:** Quarterly Development Update Presentation

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**DISCUSSION:** As requested, the Community Development Department will be presenting the quarterly update on currently development projects within the City of Selma.

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/s/  
Jerome Keene  
Deputy City Manager

March 25, 2024  
Date

/s/  
Fernando Santillan  
City Manager

March 25, 2024  
Date