

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

**October 3, 2022**

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**ITEM NO:** 1.a.

**SUBJECT:** Consideration of a Resolution Authorizing the City to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361

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**BACKGROUND:** On September 16, 2021, the California legislature passed Assembly Bill ("AB") 361, which amends Government Code Section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a state of emergency, and meeting during a proclaimed state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

**DISCUSSION:** In order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. In addition, AB 361 requires the City to make specified findings every 30 days thereafter. City Council initially approved Resolution No. 2021-57R on September 27, 2021 and subsequently thereafter.

**FISCAL IMPACT:** None.

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**RECOMMENDATION:** If the City Council wishes to Continue with Remote Teleconference Meetings, the Council should adopt the attached Resolution Authorizing Remote Teleconference Public Meetings by the City Council and Commissions of the City in Accordance with Assembly Bill 361.

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

\_\_\_\_\_  
September 27, 2022  
Date

**RESOLUTION NO. 2022 – \_\_\_\_**

**A RESOLUTION OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING  
CONTINUED USE OF REMOTE TELECONFERENCING PROVISIONS (AB 361)**

**WHEREAS**, the City Council of the City of Selma (“City Council”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

**WHEREAS**, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

**WHEREAS**, the City Council recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

**WHEREAS**, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

**WHEREAS**, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, in order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days; and

**WHEREAS**, the City Council initially approved Resolution No. 2021-57R on September 27, 2021; and

**WHEREAS**, on October 18, 2021, November 15, 2021, December 6, 2021, December 21, 2021, January 18, 2022, February 7, 2022, March 7, 2022, April 4, 2022, May 2, 2022, June 7, 2022, June 20, 2022, July 18, 2022, August 15, 2022, and September 6, 2022, the City Council adopted resolutions authorizing the continued use of teleconferenced meetings; and

**WHEREAS**, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

**WHEREAS**, the California Occupational and Safety Health Administration (OSHA) continues to recommend certain social distancing requirements, as described in detail in California Code of Regulations Title 8, section 3205 Covid Prevention; and

**WHEREAS**, the Fresno County Department of Public Health supports the well-being of its communities and County residents and recommends ways to slow the spread of COVID-19 including through social distancing (i.e., “staying at least 6 feet (about 2 arm lengths) from others who don’t live with you” and by avoiding crowds. The Fresno County Department of Public Health states “[t]he more people you are in contact with, the more likely you are to be exposed to COVID-19.”

**WHEREAS**, the City Council hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

**WHEREAS**, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

**NOW THEREFORE, BE IT RESOLVED**, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

**BE IT FURTHER RESOLVED**, that the City Council is conducting meetings during a state of emergency and OSHA recommends measures to promote social distancing; and/or

**BE IT FURTHER RESOLVED**, that the City Council has determined that given the state of emergency, holding in-person only meetings would present imminent risks to the health or safety of attendees.

**BE IT FURTHER RESOLVED**, that the actions taken by the City Council through this resolution shall be applied to all City committees and commissions governed by the Brown Act unless otherwise desired by that committee/commission.

**BE IT FURTHER RESOLVED**, the City Council authorizes the City Manager or their designee(s) to take all actions necessary to conduct City Council meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution after which the City Council will again reconsider the circumstances of the state of emergency.

**PASSED AND ADOPTED** by the Selma City Council on this 3<sup>rd</sup> day of October 2022, by the following vote:

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

ATTEST:

\_\_\_\_\_  
Scott Robertson, Mayor

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

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

**October 3, 2022**

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**ITEM NO:** 1.b.

**SUBJECT:** Consideration and Authorization for City Manager to Execute the First Amendment to the Golden State Corridor Cooperative Agreement

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**BACKGROUND:** On August 4, 2014, the Selma City Council authorized entering into the Golden State Corridor Cooperative Agreement with the Fresno Council of Governments (COG), the Fresno County Transportation Authority (FCTA), the City of Fowler, the City of Kingsburg, and the County of Fresno. This agreement facilitated planning efforts for the improvement of a 14.2 mile section of Golden State Boulevard/Old Highway 99; generally from American Avenue south to Mission Street in Kingsburg. The final agreement was executed on September 25, 2014, and is attached for reference (Attachment 2).

In early 2022, the Project had progressed through preliminary design and engineering, and was approaching construction phasing. Discussions amongst the parties included within the Cooperative Agreement yielded in identifying Fresno County as the most experienced local agency partner with projects of this scale, and resulted in FCTA entering into an agreement for Fresno County to serve as the “Responsible Agency” for the Project, meaning the County would serve as the administrative lead for the Project (see Attachments 3 & 4).

**DISCUSSION:** With the assignment of Fresno County as the Responsible Agency, there are several amendments to the 2014-adopted Cooperative Agreement which are needed to allow for appropriate continuation of the Project into the construction phase. The details of the needed amendments are included within Attachment 5, and generally consist of identifying Fresno County as the Responsible Agency, the conducting of the construction bidding process, continued assured commitment for pro rata sharing of costs, and the splitting of construction into two phases (with Phase 1 involving construction of Project facilities that do not intersect with or otherwise involve any facilities owned and operated by the Union Pacific Railroad, and Phase 2 involving construction of Project facilities that will impact facilities owned and operated by the Union Pacific Railroad).

In regards to pro rata cost sharing, it is critical to note that the language in the proposed amendment is consistent with the original agreement. However, if the bids come in high, FCTA will work with COG to see if there is funding flexibility to increase the project allocation without impacting subsequent projects in the Measure C Rural Program. Because increased costs could be minimized by program flexibility, and/or cost savings that may be realized in other areas of the Project, the language within the proposed amendment allows for flexibility, while also maintaining consistency with the original agreement language.

The proposed First Amendment is attached for Council’s reference (see Attachment 6). Attached for Council’s consideration is a resolution authorizing the City Manager to execute the First Amendment to the Golden State Corridor Cooperative Agreement (see Attachment 1).



**RECOMMENDATION:** Staff recommends that City Council Authorize the City Manager to execute the First Amendment to the Golden State Corridor Cooperative Agreement.

/s/	09/30/2022
Fernando Santillan	Date
City Manager	

1. A Resolution authorizing the City Manager to execute the First Amendment to the Golden State Corridor Cooperative Agreement
2. Golden State Corridor Cooperative Agreement, dated September 25, 2014
3. Letters from Cooperative Agreement Partners Regarding Identification of Fresno County as the “Responsible Agency” for the Project
4. Measure C Cooperative Agreement between FCTA and Fresno County, detailing Fresno County as the “Responsible Agency,” dated June 8, 2022
5. Redline Details of the Proposed Amendments to the 2014 Cooperative Agreement
6. Draft First Amendment to the Golden State Corridor Cooperative Agreement

**RESOLUTION NO. 2022 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE GOLDEN STATE CORRIDOR COOPERATIVE AGREEMENT**

**WHEREAS**, the City of Selma is currently a party to the Golden State Corridor Cooperative Agreement, with the Fresno Council of Governments (COG), the Fresno County Transportation Authority (FCTA), the City of Fowler, the City of Kingsburg, and the County of Fresno; and

**WHEREAS**, this agreement facilitated planning efforts for the improvement of a 14.2 mile section of Golden State Boulevard/Old Highway 99; generally from American Avenue south to Mission Street in Kingsburg (the Project), and was executed on September 25, 2014; and

**WHEREAS**, the Project has progressed through preliminary design and engineering, and is approaching bidding and construction phasing; and

**WHEREAS**, amendments to the Cooperative Agreement are needed to allow for the Project to progress to said bidding and construction phases; and

**WHEREAS**, amendment language has been proposed by the FCTA and COG, and delivered to the local agency partners engaged in the Cooperative Agreement.

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

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

SECTION 2. The City Council hereby authorizes the City Manager to sign and execute the First Amendment to the Golden State Corridor Cooperative Agreement, as delivered to the Council for their review and consideration at the Regular Council Meeting of October 3, 2022.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of October, 2022, 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

## Golden State Corridor Cooperative Agreement

This AGREEMENT is made and entered into this 25th day of Sept, 2014 by and between the Fresno Council of Governments, a Joint Powers Public Agency (hereinafter "FCOG"), the County of Fresno, a political subdivision of the State of California (hereinafter "COUNTY"), the Fresno County Transportation Authority, a body politic duly organized and existing under the Constitution and laws of the State of California (hereinafter "AUTHORITY"), the City of Fowler, a municipal corporation (hereinafter "FOWLER"), the City of Selma, a municipal corporation (hereinafter "SELMA"), and the City of Kingsburg, a municipal corporation (hereinafter "KINGSBURG").

### RECITALS

WHEREAS, the parties to this AGREEMENT are presently planning an improvement along Golden State Boulevard, a 14.2 mile stretch of old Highway 99 generally from American Avenue south to Mission Street in Kingsburg (hereinafter "the PROJECT"). The PROJECT width is 300 feet wide, centered on the current Golden State Boulevard centerline. The PROJECT area will pass through the cities of FOWLER, SELMA, and KINGSBURG, and unincorporated areas under the jurisdiction of the COUNTY; and,

WHEREAS, FOWLER, SELMA, KINGSBURG, and the COUNTY will be referred to collectively as "PARTICIPATING LOCAL AGENCIES" at various times throughout this AGREEMENT; and

WHEREAS, PARTICIPATING LOCAL AGENCIES, while maintaining and in no way delegating or relinquishing any of their respective jurisdictional responsibilities, recognize that it will be to their mutual benefit for the PROJECT to be constructed under a single coordinated construction contract; and,

WHEREAS, significant challenges exist in the proposed PROJECT area, particularly from a design engineering standpoint, in that the corridor currently lacks an overall cohesive identity; and while many significant improvements have been made along some sections of the corridor, other areas need renovation to blend and complement the improved portions; and additionally, each city needs to have its own identity and planning issues reflected while maintaining an aesthetic consistency along the entire length of the corridor; and,

WHEREAS, in furtherance of the shared goal to achieve a unified improvement along the entire corridor, PARTICIPATING LOCAL AGENCIES have requested that FCOG take the lead role in facilitating the PROJECT design, and that AUTHORITY take the lead role in the administrative management of the PROJECT construction; and,

WHEREAS, FCOG has formed and will staff a Project Development Team, hereinafter know as PDT, consisting of representatives of the parties to this AGREEMENT, to provide oversight and advice throughout the duration of the PROJECT.

WHEREAS, FCOG has completed the "Community Vision for the Golden State Corridor," which essentially serves as the design guidelines manual for the PROJECT; the 30% design plans for the entire corridor; the Utility, Railroad, and California Public Utilities Commission Report; the Water Conservation Opportunities Report; the Topographic Mapping and Aerial Photography; and the Draft Initial Study and Mitigated Negative Declaration; and,

WHEREAS, the initial cost estimates resulting from the 30% design plans were in excess of the available resources programmed in the Measure "C" Extension Expenditure Plan (hereinafter "the Expenditure Plan"), and accordingly FCOG had the consultant develop an "OPINION OF PROBABLE IMPROVEMENT COSTS – GOLDEN STATE CORRIDOR ECONOMIC DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS - ADJUSTED TO MEASURE C ALLOCATION," dated October 2011, a true and correct copy of which is attached hereto as EXHIBIT A and incorporated herein by this reference as though set forth in full. The parties to this Agreement hereby acknowledge and agree that the cost estimates contained in EXHIBIT A constitute a reasonable initial allocation of the available resources among the PROJECT components; and,

WHEREAS, the current Expenditure Plan programs \$6.226 million in 2013/14 for design and \$41.389 million during a three year period from 2018/19 through 2020/21 for construction of the PROJECT; and,

WHEREAS, it is currently unknown what the actual cost of each phase of the PROJECT eventually will be, just as the total amount of Measure "C" revenues that ultimately will be available for the actual construction is necessarily an estimate, based on economic projections; and accordingly, flexibility should be and is implied in the estimated totals for the design and construction phases listed in the immediately preceding Paragraph. The total PROJECT funding also will include relatively minor right of way purchases and allowances for review and construction engineering by the PARTICIPATING LOCAL AGENCIES, and therefore it is anticipated that adjustments may need to be made to the scope of work detailed in EXHIBIT A; and

WHEREAS, each of the PARTICIPATING LOCAL AGENCIES wishes to have its respective engineering and/or planning staff perform additional analysis of the engineering work FCOG has provided to date, including EXHIBIT A, for the purposes of adjusting the scope to fit individual agency requirements and to develop a conceptual approach that is both fiscally constrained and capable of implementation for presentation by the PARTICIPATING LOCAL AGENCIES to their respective governing bodies for approval; and,

WHEREAS, it is acknowledged that adjustments to EXHIBIT A will be necessary in order to accommodate the above mentioned engineering review and to factor in construction

management costs, and it is additionally recognized by the parties that future updates to the Expenditure Plan may result in changes in the amount of Measure “C” funding available; and for purposes of this Agreement and all subsequent modifications and amendments hereto, the resulting accumulated adjustments that necessarily must occur to EXHIBIT A over time, in allocating the available Measure “C” resources for the estimated PROJECT budget among the scope of improvements in each jurisdiction shall hereinafter be identified, as to each of the PARTICIPATING LOCAL AGENCIES, as its respective “PRO RATA SHARE”; and,

WHEREAS, FCOG will, to the extent financially feasible, incorporate the results of the EXHIBIT A scope revisions proposed by the PARTICIPATING LOCAL AGENCIES and approved by their respective governing bodies, in the Request for Proposal to complete the design phase of the PROJECT; and,

WHEREAS, should any of the PARTICIPATING LOCAL AGENCIES determine additional scope is required in excess of its adjusted PRO RATA SHARE, said agency may propose to revise other components of its PRO RATA SHARE or commit additional funding; and,

WHEREAS, should final bid cost for the entire PROJECT exceed available Measure “C” committed funding, the AUTHORITY shall postpone awarding contracts until the parties to this AGREEMENT identify additional reductions to PRO RATA SHARE or commit their own additional funding, from alternative sources, to make up the shortfall; and,

WHEREAS, FCOG has executed a separate Cooperative Agreement with the AUTHORITY, to reimburse the PARTICIPATING LOCAL AGENCIES (i.e., FOWLER, SELMA, KINGSBURG, and the COUNTY) for their costs incurred in connection with the above-referenced engineering review. Prior to starting the design or construction phases, this Agreement may be amended to provide additional reimbursement for the cost of reviewing design plans, specifications, RFI’s, shop drawings, change orders, periodic inspection, construction support services and other costs associated with designing and constructing the PROJECT.

NOW, THEREFORE, it is mutually agreed as follows:

#### SECTION I - FCOG RESPONSIBILITIES

1. FCOG shall convene and provide staff support to the PDT that assumes oversight responsibility for the PROJECT to the effect that the parties to this AGREEMENT have the opportunity to make effective decisions during the design and construction phases.
2. FCOG shall develop an RFP for services to design the PROJECT, starting on the basis of EXHIBIT A and incorporating any scope revisions deemed appropriate from both an engineering standpoint and within fiscal constraints of the estimated PROJECT budget and available Measure “C” funding, as determined by the

consensus of the engineering review by the parties to this Agreement, and the respective adjusted PRO RATA SHARES.

3. FCOG shall involve the PDT in the selection of the design firm and any other third party consultant(s) required for the design phase of this PROJECT.
4. FCOG shall execute one or more Cooperative Agreements with the AUTHORITY as necessary to fund the design phase of the PROJECT.
5. FCOG shall enter into and administer the design contract with a qualified engineering firm.
6. FCOG shall provide all design products and documents to the PDT and involve the PDT extensively in the decision making process during the design phase of the PROJECT.
7. During the design phase, an amount to provide reimbursement to each of the PARTICIPATING LOCAL AGENCIES for engineering review and to the AUTHORITY for advertising and construction management shall be identified and incorporated into the respective adjusted PRO RATA SHARES.
8. Upon completion of design and prior to turning the PROJECT over to the AUTHORITY to administer the advertisement, bidding and construction of the PROJECT, FCOG shall provide the proposed final design, plans and specifications to the PDT for review and approval.

## SECTION II. - PARTICIPATING LOCAL AGENCIES' RESPONSIBILITIES (FOWLER, SELMA, KINGSBURG, COUNTY, respectively)

1. Each of the PARTICIPATING LOCAL AGENCIES shall review the engineering work FCOG has done to date, including EXHIBIT A.
2. Each of the PARTICIPATING LOCAL AGENCIES shall determine what, if any, scope revisions are appropriate and that the revised scope is within fiscal constraints imposed by the adjusted estimated PROJECT budget and available Measure "C" funding, and the respective adjusted PRO RATA SHARES.
3. During the design and construction phase, PARTICIPATING LOCAL AGENCIES shall review design plans, specifications, RFI's, shop drawings and change orders, and shall provide periodic inspection and various construction support services related to the section of the PROJECT that falls within its respective jurisdiction.
4. CITY/COUNTY shall participate in the PDT decision making process to insure the design and construction of the PROJECT proceeds appropriately and in accordance with each of their respective standards.
5. If, in the course of PROJECT, final bids come in above available committed Measure "C" funds, or if any of the PARTICIPATING LOCAL AGENCIES determines additional scope is required that exceeds its respective PRO RATA SHARE, or if change orders occur during construction, or if hazardous materials mitigation is required during construction, then such agency shall work with FCOG and AUTHORITY to adjust the PROJECT scope accordingly, or shall commit its own additional funding, from alternative sources, to make up the shortfall;.

6. Each of the PARTICIPATING LOCAL AGENCIES shall acquire and retain ownership of right of way required for the portion of the PROJECT within its jurisdiction, in accordance with all applicable requirements at its own expense, subject to the reimbursements provided as available in its respective adjusted PRO RATA SHARE.
7. Upon completion of construction each of the PARTICIPATING LOCAL AGENCIES shall accept and maintain the improvements falling within its respective area of jurisdiction.
8. Each of the PARTICIPATING LOCAL AGENCIES shall waive all fees associated with permitting, plan check, and inspection of the PROJECT that otherwise would be payable by either FCOG or AUTHORITY with regard to the PROJECT.
9. It is understood that, if changes become necessary during construction of a portion of the PROJECT within the jurisdiction of one of the PARTICIPATING LOCAL AGENCIES, such changes shall be approved in advance by that agency's Director of Public Works or his/her designee. Such approval shall be given within a reasonable time, which shall in no event be more than two weeks, following notification to that agency of the proposed change.

### SECTION III. - AUTHORITY RESPONSIBILITIES

1. AUTHORITY shall enter into a Cooperative Agreement with FCOG to fund the design phase of the PROJECT and provide reimbursement to the PARTICIPATING LOCAL AGENCIES for engineering review and construction management support costs incurred in connection with the PROJECT.
2. AUTHORITY shall participate in the PDT decision making process to insure the design and construction of the PROJECT proceeds appropriately.
3. Upon completion of the design phase of the PROJECT, satisfactory to the PDT, AUTHORITY shall advertise and bid the PROJECT.
4. AUTHORITY shall go through a selection process to obtain services of a Construction Management firm (hereinafter "the CM firm") to provide for construction engineering services, including but not limited to the furnishing of all necessary field engineering, construction observation and performance testing with regard to the administrative oversight of the contract construction work, pursuant to separate contract between AUTHORITY and the CM firm, subject to approval of the proposed award and contract by AUTHORITY's Board.
5. AUTHORITY shall involve the PDT in the selection of the preferred construction management and construction firms.
6. AUTHORITY, in conjunction with the CM firm, shall advertise and conduct a competitively bid selection process to obtain the services of a prime contractor (hereinafter "Construction Contractor") for construction of the PROJECT improvements, pursuant to separate contract between AUTHORITY and the Construction Contractor, subject to approval of the proposed award and contract by AUTHORITY's Board.
7. The cumulative amount of all costs to the AUTHORITY for PROJECT-related expenditures of any kind or nature relating to the design and construction of the

PROJECT, including but not limited to expenses incurred in connection with advertisement, bidding and award of the PROJECT, selection and payment of both the CM firm and the Construction Contractor pursuant to their respective contracts with AUTHORITY, and reimbursement of the other parties' PROJECT design costs as provided in Section IV below, shall not exceed the amount allocated to the PROJECT in the adopted Measure "C" Regional Transportation Program Tier 1 list as approved by the FCOG and AUTHORITY and as may be subsequently be modified as part of the biennial update of the Expenditure Plan.

8. AUTHORITY shall contractually require the Construction Contractor to provide insurance coverage in accordance with the plans and specifications of the PROJECT, in amounts commensurate with the PROJECT scope for each type of policy required, and to provide for the listing of each of the PARTICIPATING LOCAL AGENCIES as an additional insured in the Construction Contractor's commercial general liability insurance policy with respect to all PROJECT-related operations.
9. Any cost savings remaining at the end of the PROJECT, after all outstanding claims have been settled, shall revert to the Measure "C" Regional Transportation Program for reallocation to one or more other projects specified in that Program's updated Tier 1 list, in accordance with the most current Expenditure Plan update previously approved by the FCOG and AUTHORITY as of that point in time.

#### SECTION IV. - COST REIMBURSEMENT

1. Any reimbursement provided to the PARTICIPATING LOCAL AGENCIES under this Agreement will be at actual cost and must be supported by an invoice and source documentation verifying the cost.
2. FCOG has executed a separate Cooperative Agreement with the AUTHORITY, to provide \$100,000 to reimburse parties to this AGREEMENT for engineering cost associated with reviewing the 30% Design Plans with the amount allocated to FOWLER, SELMA and KINGSBURG not to exceed \$30,000 each and the allocation to the COUNTY not to exceed \$10,000.

#### SECTION V. - INDEMNITY

Each party to this Agreement hereby agrees to hold harmless and indemnify all other parties, and their respective officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance or failure to perform, by FOWLER, SELMA, KINGSBURG, the COUNTY, FCOG or the AUTHORITY, or their respective officers, agents, and employees, in carrying out such party's obligations under this Agreement. This section shall survive expiration or termination of this Agreement.

#### SECTION VI. - INSURANCE

Without limiting the right of any party to obtain indemnification from any other party, it is understood that each party to this Agreement shall each maintain, at their sole expense,



insurance policies or self insurance programs including, but not limited to, an insurance pooling arrangement, and/or Joint Powers agreement, sufficient to fund its respective liabilities hereunder throughout the term of this Agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and worker's compensation exposure. Evidence of Insurance, Certificates of Insurance or similar documentation shall not be required of any party under this Agreement.

#### SECTION VI. – - ASSIGNMENT

No party to this Agreement shall assign, transfer or sub-contract this Agreement, or any of its rights or duties under this Agreement, without the advance written consent of each of the other parties to this Agreement.

#### SECTION VII. – - SEVERABLE

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this Agreement shall not affect the other provisions.

#### SECTION VIII. – - TERM

This AGREEMENT shall become effective immediately upon execution hereof by all of the parties and shall remain in effect until such time as construction of the PROJECT has been completed and accepted by all parties to this Agreement, and all claims arising hereunder have been settled or otherwise fully and finally resolved.

#### SECTION IX. – - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

#### SECTION X. – - CONTENT

Each party acknowledges that it has read and fully understands the content of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

#### SECTION XI – - MODIFICATION

This Agreement may be modified only by written instrument executed by duly authorized representatives of all of the parties to this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

FRESNO COUNCIL OF GOVERNMENTS

By   
TONY BOREN, Executive Director

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FRESNO COUNCIL OF GOVERNMENTS:

DANIEL C. CEDERBORG, County Counsel

By  August 25, 2014  
ARTHUR G. WILLE, Senior Deputy County Counsel

FRESNO COUNTY TRANSPORTATION AUTHORITY

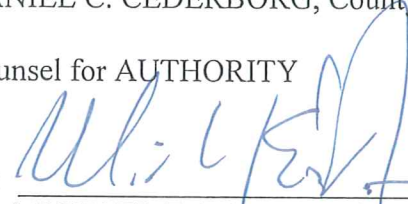
By:   
HARRY ARMSTRONG, Chairman

REVIEWED AND RECOMMENDED FOR APPROVAL

By:   
RON PETERSON, Executive Director

APPROVED AS TO LEGAL FORM  
DANIEL C. CEDERBORG, County Counsel

Counsel for AUTHORITY

By:   
MICHAEL E. ROWE, Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM  
VICKI CROW, C.P. A., Fresno County Auditor-Controller/Treasurer-Tax Collector

By: 

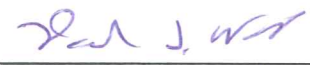
Attest:  
  
Contracts Administrator-Board Clerk

CITY OF FOWLER

By   
DAVID ELIAS, City Manager

APPROVED AS TO LEGAL FORM:  
DANIEL C. CEDERBORG, County Counsel

Counsel for FOWLER

By   
Daniel C. Cederborg

CITY OF KINGSBURG

By   
ALEXANDER HENDERSON, City Manager

APPROVED AS TO LEGAL FORM:  
DANIEL C. CEDERBORG, County Counsel

Counsel for KINGSBURG

By 

CITY OF SELMA

By   
Kenneth Grey, City Manager

APPROVED AS TO LEGAL FORM:

DANIEL C. CEDERBORG, County Counsel

Counsel for SELMA

By   
Neal E. Costanzo

1 IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT  
2 to be executed as of the day and year first above written.

3  
4 COUNTY OF FRESNO

5  
6 BY:   
7 ANDREAS BORGEAS, CHAIRMAN,  
8 BOARD OF SUPERVISORS 8/26/14


9  
10 APPROVED AS TO LEGAL FORM  
11 COUNTY COUNSEL

12 BY:   
13 DEPUTY

14  
15 APPROVED AS TO ACCOUNTING  
16 FORM

17 BY:   
18 VICKI CROW, C.P.A.  
19 AUDITOR-CONTROLLER/  
20 TREASURER-TAX COLLECTOR

21 REVIEWED AND RECOMMENDED  
22 FOR APPROVAL

23 BY:   
24 ALAN WEAVER, DIRECTOR  
25 DEPARTMENT OF PUBLIC WORKS  
26 AND PLANNING

27  
28  
ORG: 4510  
FUND: 0010  
SUBCLASS: 11000  
ACCOUNT: 4985

ATTEST:  
BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By:   
Deputy





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# C I T Y O F S E L M A

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1710 TUCKER STREET • SELMA, CALIFORNIA 93662

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April 5, 2022

Dear Chairman Mendes and Members of the FCTA Board:

I am providing this letter in my capacity as City Manager of the City of Selma.

I am advised that the Golden State Boulevard Corridor Improvement Project ("Project") is due to be advertised by the summer of 2022. This Project will bring substantial improvements to each of the three cities located along its alignment, as well as to the portions of the road within the unincorporated area.

It is my understanding that FCTA staff has requested that the County of Fresno administer the construction phase of this Project as they have the experience and expertise to manage a major public works contract such as this one.

It is also understood that in order for the County to administer this Project, and to be able to utilize the Local Partnership Program funds recently awarded by the California Transportation Commission, the County must also be designated as the "Responsible Agency" for this Project. It is further understood that this will require a written amendment to the Cooperative Agreement dated September 25, 2014, between FCTA, FCOG, the three cities and the County ("the 2014 Agreement"), which provided for the original allocation of responsibilities between the parties regarding this Project.

It is further understood that, in its modified role as construction contract administrator and as Responsible Agency, the County will consult with each of the three cities regarding any work to be performed within or near their jurisdictions.

With these understandings, it is acknowledged that the County can and should administer the construction contract, and assume the role of Responsible Agency. Accordingly, I am willing to support and recommend approval by our City Council of an appropriate amendment to the 2014 Agreement that would serve to formalize the foregoing adjustment to the originally stated allocation of the parties' respective responsibilities. I am advised that FCTA staff currently is working on preparing that draft amendment, which will be circulated upon receipt by FCTA of letters from each of the three cities substantially identical to this one. It is further understood that execution of that amendment by all six parties will enable this Project to proceed and be initiated in a timely manner.

(Signature and Title)

City of Selma

(Agency)





*City of Kingsburg*  
1401 Draper Street, Kingsburg, CA 93631-1908  
(559) 897-5821 Fax: (559) 897-5568

Laura North  
Mayor

Vince Palomar  
Mayor Pro Tem

COUNCIL MEMBERS  
Brandon Pursell Jr.  
Jewel Hurtado  
Michelle Roman

Alexander J. Henderson  
City Manager

March 29, 2022

FCTA Board

Dear Chairman Mendes and Members of the FCTA Board:

I am providing this letter in my capacity as City Manager of the City of Kingsburg.

I am advised that the Golden State Boulevard Corridor Improvement Project ("Project") is due to be advertised by the summer of 2022. This Project will bring substantial improvements to each of the three cities located along its alignment, as well as to the portions of the road within the unincorporated area.

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Respectfully,

  
Alexander Henderson  
City Manager



FCTA Board

Dear Chairman Mendes and Members of the FCTA Board:

I am providing this letter in my capacity as City Manager of the City of Fowler.

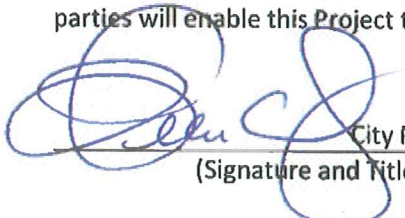
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\_\_\_\_\_  
City Manager  
(Signature and Title)

City of Fowler  
(Agency)  
April 5, 2022  
(Date)



**MEASURE C**  
**COOPERATIVE PROJECT AGREEMENT**  
**Short-Term Regional Transportation Program**  
**Rural Golden State Boulevard – American to Tulare**  
**County Line**

This Cooperative Project Agreement ("**Agreement**") is made and entered into on June 8, 2022, by and between the **County of Fresno** ("**Responsible Agency**") and the Fresno County Transportation Authority ("**Authority**"), and shall be deemed effective retroactively as of May 1, 2021 ("the Effective Date").

**RECITALS**

WHEREAS, Authority and Responsible Agency desire to enter into an Agreement for funding of a transportation improvement project ("**Golden State Boulevard**") in Fresno County pursuant to the Measure C Strategic Implementation Plan ("**SIP**"), and the Measure C Extension Expenditure Plan ("**Expenditure Plan**"), which was approved by the voters of Fresno County in November 2006; and,

WHEREAS, Responsible Agency desires to receive eligible Measure C Regional Transportation Program ("**Measure C**") funding from the Authority for the transportation improvement **RURAL – Golden State Boulevard – American to Tulare County Line** as specified in the SIP and consistent with the Tier 1 list of Regional Transportation Program projects referenced in the Expenditure Plan; and

WHEREAS, Authority is authorized to approve Project funding for payment to Responsible Agency in accordance with this Agreement, the SIP and the Expenditure Plan regarding **RURAL – Golden State Boulevard – American to Tulare County Line** and,

WHEREAS, Authority shall provide funding to Responsible Agency for eligible Project costs "not to exceed" \$47,252,000 of Measure C funding; And

WHEREAS, Responsible Agency is prepared to provide the necessary Project Construction and related preliminary activities and has requested funding sufficient to complete the Construction Phase of the Project; and,

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

## **AGREEMENT**

### **SECTION I**

#### **Covenants of Responsible Agency**

Responsible Agency agrees to abide by the terms and conditions of this Agreement for the receipt of Measure C funds and to comply with the Expenditure Plan, SIP, and adopted Policies and Procedures, as well as any subsequent amendments, updates, or other applicable plans.

**1.1 Project Scope, Schedule and Funding Program.** The Project scope of work, schedule and funding program, as well as any change thereto, may not be implemented or initiated until it has been approved by the Authority in accordance with the SIP. For purposes of this Agreement, the Project scope, schedule and funding program is as defined and described in the SIP and as further described below. The Responsible Agency must demonstrate in the funding program that the Project or Project phase is fully funded.

1.1.1 Project Scope. [See Attached Exhibit A.](#)

1.1.2 Project Schedule. [See Attached Exhibit B.](#)

1.1.3 Project Funding Program. [See Attached Exhibit C.](#)

**1.2 Eligible Project Costs.** Notwithstanding section 1.1, the Authority reserves the right to consider on a case-by-case basis, eligible costs incurred after July 1, 2007, but before a Responsible Agency has entered into an Agreement with the Authority. Eligible Project costs shall be equal to or less than Measure C funds allocated to a Project as specified in Section 1.1.3 of this Agreement and in the SIP. State Transportation Improvement Program (STIP) or other funding allocations (other than Measure C) identified in the SIP are considered "other" contributions available to the Project. The Responsible Agency must match Measure C funds with other such funds consistent with the funding program referenced in Section 1.1.3 and consistent with the SIP and Expenditure Plan.



NOTE: Expenses incurred after July 1, 2007, but before a Responsible Agency has entered into an Agreement with the Authority for a currently active project, are incurred at the risk of the Responsible Agency.

**1.3 Compliance with California PUC Code 142257.** Responsible Agency agrees to the following:

1.3.1 Measure C funds will not be used to substitute for property tax funds, which the Responsible Agency had previously used for regional or other transportation purposes. It is hereby acknowledged by Responsible Agency that such substitution of property tax funds is expressly prohibited by California Public Utilities Code Section 142257.

1.3.2 The Responsible Agency has segregated property tax revenues from its other general fund revenues used to support the Project so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to the Responsible Agency's entire general fund.

1.3.3 Responsible Agency shall account for Project funds received pursuant to Public Utilities Code Section 142257. Responsible Agency shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Responsible Agency shall make such records available to the Authority for inspection or audit at any time.

**1.4 Compliance with Other Laws.** In performance of its obligations relating to administration and completion of the Project, Responsible Agency shall at all times comply with all federal, state and local laws, ordinances and regulations currently in force as well as those that are subsequently enacted, promulgated or amended and thereby become applicable during the term of this Agreement.

**1.5 Measure C Funds Defined.** For purposes of this Agreement, eligible Project Measure C funds are deemed available as of the Effective Date of this Agreement. Eligible Project costs shall be equal to or less than the amount of funding available for the Project on a fiscal year basis as specified in the SIP and in Section 1.1.3 of this Agreement. In no case shall the total amount of Measure C funds for the Project, as referenced in the SIP or in Section 1.1.3 hereinabove, be exceeded without written amendment to this Agreement and to the SIP.

- 1.6 Invoices.** The Responsible Agency shall submit invoices to the Authority no more frequently than monthly for activities conducted over the prior unbilled month. These documents shall include the following specified information:
- 1.6.1 Monitoring Expenditures and Progress Payments. The Responsible Agency will monitor expenditures and progress payments against the “not to exceed” limits specified in Section 1.1.3 of this Agreement.
  - 1.6.2 Project Progress. If Project costs have not been invoiced for a six-month period, Responsible Agency agrees to submit a written explanation of the absence of the Project’s progress to the Authority, along with a target billing date and a target billing amount.
  - 1.6.3 Direct and Indirect Costs. Responsible Agency may include in the Project invoice, direct and indirect costs of the Project. Indirect costs (as defined by OMB Circular A-87) will be considered an eligible expense.
  - 1.6.4 Copies of Invoices. Responsible Agency shall provide the Authority with one (1) copy of appropriate source documentation to substantiate Project expenses or costs.
  - 1.6.5 Eligible Project Cost Request Deadline. Invoices for eligible Project costs incurred by the Responsible Agency shall be submitted to the Authority on the approved form. The appropriation request will specify the use of the funding and the manner in which local matching funds were applied. The Authority’s Executive Director will review invoices for accuracy and sufficiency in terms of compliance with the foregoing requirements. Unsatisfactory or inadequate invoices will be returned to the Responsible Agency for correction and resubmission. Upon receipt of a proper invoice, eligible Measure C funds shall be provided to the Responsible Agency within 45 days.
  - 1.6.6 Use of Funds. Responsible Agency shall use Measure C funds consistent with the Expenditure Plan, SIP, and Section 1.1.1 of this Agreement.
- 1.7 Reporting Form.** Responsible Agency will indicate in the invoice form, its intent to complete and return the Annual Reporting Form (reference Appendix H in the SIP) to the Authority no later than October 15<sup>th</sup> of each year. If the Responsible Agency does not return the Annual Reporting Form to the Authority by that



deadline, the Authority will withhold Measure C funds until such time as the form is returned by the Responsible Agency and reviewed for correctness by the Authority.

## **1.8 Cost Savings and Excess Costs.**

1.8.1 Cost Savings. After the Project has been accepted by the Responsible Agency as complete, any positive difference between the total Project cost, as approved by the Authority pursuant to Section 1.1.3 and the total amount invoiced to the Authority shall be considered Project cost savings and shall be reprogrammed to other Tier 1 projects by Fresno COG and the Authority as the SIP is amended or updated.

1.8.2 Excess Costs. In the event the actual total Project costs exceed the estimate approved by the Authority, this amount will be considered an Excess Cost.

1.8.3 Reconciliation of Excess Costs. In the event that costs to complete the Project exceed the total amount of funds programmed, the Responsible Agency will be fiscally responsible for the full amount of Excess Costs associated with the Project, unless otherwise agreed by the parties pursuant to Section 2.3.

1.9 **Project Management/Formation of Project Development Team (PDT).** To ensure that the Project is implemented in a timely manner and consistent with the SIP and Expenditure Plan, a Project Development Team (PDT) has been formed which, upon commencement of the Construction Phase, will be under the control of the Responsible Agency. The Responsible Agency will assume control for the appropriate notice, conduct and administration of the PDT throughout the Construction Phase of the Project, which at all times shall include a staff member from both the Authority and Fresno COG.

1.10 **Award of Project.** The Responsible Agency shall administer the Project, including but not limited to its advertisement and award of all contracts, in accordance with applicable legal requirements as provided above in Section 1.4 and in full conformity with the standards applied by Responsible Agency in the administration of its own road construction projects.

1.11 **Maintenance of Project Records.** Responsible Agency shall maintain complete and accurate records with respect to costs addressed in Section 1.1.3

of this Agreement. All such records shall be maintained on a generally-accepted accounting basis and be clearly identified and readily accessible. Responsible Agency shall provide free access to the Authority at all times to such books and records. Responsible Agency shall maintain all work data, documents, and proceedings of this Agreement for a period of five (5) years from the date of final audit from the Authority.

- 1.12 Project Groundbreaking and Ribbon Cutting Ceremonies.** Responsible Agency shall acknowledge Measure C funding contribution to the Project at the groundbreaking and ribbon cutting ceremony should the Responsible Agency conduct such a ceremony. Groundbreaking and ribbon cutting ceremonies are encouraged, but not required unless specifically requested by the Authority.

- 1.13 Project Signage.** Responsible agency agrees to the following:

1.13.1 Responsible agency shall provide signage at construction sites or on equipment, as appropriate, for the projects funded partially or wholly by Measure C sales tax revenue, so that Fresno County Taxpayers are informed as to how those funds are being used.

1.13.2 Responsible Agency shall erect funding signs as a first order of work. The signage shall be in conformance with specifications approved by and on file with the Authority, and included in Appendix J to the SIP. Responsible Agency shall keep signs cleaned, well maintained, and visible throughout all phases of the construction contract. Signage shall remain in place at least three (3) months after completion of the Project. Installation and removal of signage is an eligible expense.



## SECTION II

### Covenants of Authority

Authority agrees to provide Measure C funds to the Responsible Agency for eligible Project costs in accordance with the terms and conditions set forth herein, and in compliance with the Expenditure Plan, the SIP, all Measure C Policies and Procedures, as well as any subsequent amendments or updates, and to other applicable plans and programs.

- 2.1 Eligible Project Cost Payments.** The Authority shall make payments to Responsible Agency for actual incurred eligible Project costs as specified in Section 1.1.3 of this Agreement and consistent with the SIP. To receive payments for Project work completed, the Responsible Agency shall comply with the following procedures:
- 2.1.1 Ineligible Costs. The Authority reserves the right to recover payment from the Responsible Agency if an invoice includes ineligible Project costs.
  - 2.1.2 Payment Amount. The amount of Project payments to the Responsible Agency shall be made pursuant to the SIP and this Agreement.
  - 2.1.3 Suspension of Payment. Payments for eligible Project costs shall be suspended without interest when a dispute arises as to whether or not a cost item(s) is eligible for payment.
    - 2.1.3.1 Dispute Resolution. All disputes shall be settled in accordance with the laws of the State of California. Once a dispute has occurred, the Authority and Responsible Agency shall attempt to resolve the dispute informally in a mutually agreeable manner.
- 2.2 Right to Conduct Audit.** The Authority shall have the right to conduct an audit of all Responsible Agency's records pertaining to the Project at any time following completion of the Project.
- 2.2.1 Notice of Audit. The Authority must provide at least 30 days' advance notice to the Responsible Agency if an audit is to be conducted.
- 2.3 Reconciliation of Excess Costs.** Excess project costs to complete a Project are not eligible for reimbursement. The amount of Measure C funds identified in

Section 1.1.3 of this Agreement and in the SIP are the maximum funds available for reimbursement to the Responsible Agency and will not be exceeded by the Responsible Agency without an approved amendment to this agreement. If needed for that purpose, the Responsible Agency shall make a written request to the Authority for an amendment to this Agreement. Any such amendment shall constitute an effective modification of this Agreement only if signed and approved by duly authorized representatives of both the Authority and the Responsible Agency.

### SECTION III

#### Mutual Covenants

The Authority is released from any liability to Responsible Agency regarding the Authority's administration and issuance of the Measure C proceeds except for any breach of Authority's fiduciary duty as set forth in the Expenditure Plan and SIP.

**3.1 Effective Date and Term.** This Agreement shall be given retroactive effect, such that its Effective Date, once it has been executed by both the Authority and Responsible Agency, shall be 12:01 a.m. on May 1, 2021 and shall remain in full force and effect through **December 31, 2026**, unless earlier terminated as provided in Section 3.2 or in Section 3.4 or unless the Agreement's term is extended by amendment in accordance with Section 3.8.

**3.2 Discharge.** This Agreement shall be subject to discharge as follows:

**3.2.1 Termination of Mutual Consent.** This Agreement may be terminated at any time by mutual consent of Responsible Agency and Authority. If this Agreement is mutually terminated by the parties, Responsible Agency will no longer receive Measure C funds unless a new agreement between Responsible Agency and Authority is formed.

**3.2.2 Discharge Upon Completion of Project.** Except as to any rights or obligations which survive discharge as specified in Section 3.14, this Agreement shall be discharged, and the parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

**3.2.3 Termination by Authority.** The Authority reserves the right to terminate the Agreement at any time by giving written notice to Responsible Agency



of such termination and specifying the effective date thereof. If this Agreement is terminated by the Authority as provided herein, Responsible Agency will be paid for eligible Project costs incurred prior to termination of the Agreement by the Authority consistent with the funding program identified by Section 1.1.3 and contained in the SIP. In that event, all finished or unfinished documents and other materials shall, at the option of the Authority, become its property subject to the terms and conditions of Section 1.11.

**3.3 Indemnity.** It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Responsible Agency:

3.3.1 Responsible Agency shall fully defend, indemnify and hold harmless Authority, and any officer or employee of Authority, against any and all damages, liabilities, claims and expenses, arising out of Responsible Agency's errors, omissions, negligent acts or willful misconduct during the term of this Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Responsible Agency shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Responsible Agency under this Agreement or in connection with any work, authority, or jurisdiction delegated to Responsible Agency under this Agreement.

3.3.2 Authority shall fully defend, indemnify and hold harmless Responsible Agency, and any officer or employee of Responsible Agency, against any and all damages, liabilities, claims and expenses, arising out of Authority's errors, omissions, negligent acts or willful misconduct during the term of this Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Responsible Agency harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

**3.4 Limitation.** All obligations of the Authority under the terms of this Agreement are expressly subject to the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure C funds. If for any reason

the Authority's right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the Authority shall promptly notify the Responsible Agency, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the Authority to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of the Authority under all outstanding contracts, agreements to other obligations of the Authority, of funds for such purposes.

- 3.5** **Notices.** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by electronic mail or sent by first class mail, postage prepaid and addressed as follows:

**AUTHORITY:**

Mike Leonardo, Executive Director  
Fresno County Transportation Authority  
2220 Tulare Street, Suite 2101  
Fresno, CA 93721  
Ph: (559) 600-3282  
[mike@thefcta.com](mailto:mike@thefcta.com)

**RESPONSIBLE AGENCY:**

Mohammad Alimi, Design Engineer  
County of Fresno, Department of Public Works and Planning  
2220 Tulare Street, 7<sup>th</sup> Floor  
Fresno, CA 93721  
Ph: (559) 600-4505  
Contact [malimi@fresnocountyca.gov](mailto:malimi@fresnocountyca.gov)

- 3.5.1 Notice personally delivered is effective when delivered. Notice sent by electronic mail is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

- 3.6** **Additional Acts and Documents.** Each party agrees to do all such things and take all actions, and to make, execute and deliver such other documents and



instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

- 3.7 Integration.** This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. NO representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 3.8 Amendment.** This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- 3.9 Independent Agency.** Responsible Agency renders services under this Agreement as an independent agency under the Agreement. None of the Responsible Agency's agents or employees shall be agents or employees of the Authority and none of the Authority's agents or employees shall be agents or employees of Responsible Agency.
- 3.10 Assignment.** The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of all parties hereto.
- 3.11 Binding on Successors.** This Agreement shall be binding upon each of the parties and their respective successor(s), assignee(s) or transferee(s). Provided however that this provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement, other than as provided in Section 3.10 above.
- 3.12 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- 3.13 Counterparts.** This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.
- 3.14 Survival.** The following provisions in this Agreement shall survive discharge:

- 3.14.1 **Responsible Agency.** As to Responsible Agency, the following sections shall survive discharge: Section 1.6 (Invoices); Section 1.9 (Project Management/Formation of Project Development Team); and Section 3.3 (Indemnity).
- 3.14.2 **Authority.** As to Authority, the following sections shall survive discharge: Section 2.2 (Right to Conduct Audit) and Section 3.3 (Indemnity).
- 3.15 **Time.** Time is and shall be of the essence of this Agreement and each and all of its provisions as to which performance is a factor.
- 3.16 **Remedies Cumulative.** No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.
- 3.17 **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California. The parties agree that this contract is made in and shall be performed in Fresno County, California.
- 3.18 **Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.
- 3.19 **No Continuing Waiver.** The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.
- 3.20 **No Rights in Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.



- 3.21 **Responsible Agency Legal Proceedings.** The Responsible Agency shall inform the Authority of all pending legal agreements, scheduled settlement hearings, or other scheduled legal proceedings associated with the Project and invite and allow Authority to participate in such proceedings or hearings.
- 3.22 **Attorney's Fees and Costs.** Authority and Responsible Agency will bear their own respective costs, including attorney's fees, in connection with any legal proceedings related to the interpretation or enforcement of this Agreement or any of the terms and conditions hereof.
- 3.23 **Exhibits and Recitals.** The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 3.24 **Signator's Warranty.** Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.
- 3.25 **Force Majeure.** Any party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; pandemic; commandeering of material, products, plants or facilities by federal, state or local government; national fuel shortage; or a material act or omission by any party; when satisfactory evidence of such cause is presented to that other party, and provided further such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.



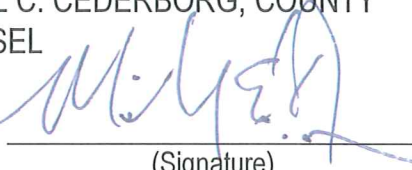
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

## FRESNO COUNTY TRANSPORTATION AUTHORITY

### REVIEWED AND APPROVED

By <u></u>	By <u></u>
(Signature)	(Signature)
Name <u>Ernest "Buddy" Mendes</u>	Name <u>Mike Leonardo</u>
(Typed)	(Typed)
Title <u>Chair of the Authority</u>	Title <u>Executive Director</u>

APPROVED AS TO LEGAL FORM:  
DANIEL C. CEDERBORG, COUNTY  
COUNSEL

By 


(Signature)

Name Michael E. Rowe

(Typed)

Title Principal Deputy County  
Counsel/Legal Counsel for  
Authority

APPROVED AS TO ACCOUNTING  
FORM:

By 


(Signature)

Name Oscar J. Garcia, C.P.A.

(Typed)


Title Auditor-Controller/Treasurer-Tax Collector

### COUNTY OF FRESNO

By 

Brian Pacheco  
Chairman of the Board of Supervisors  
Of the County of Fresno

Org:4510  
Account: 4985  
Fund: 0010  
Subclass: 11000  
Project: L411000/L411005

Attest: 

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California





## EXHIBIT A – PROJECT SCOPE

### Golden State Boulevard



Responsible Agency  
County of Fresno

#### Project Limits

The Project limits are Golden State Boulevard between American Avenue and Mission Street.

#### Project Phase

- Phase 1 - Preliminary Engineering [Includes Preliminary Design/Engineering (PS&E) and Environmental]
- Phase 2 - Right-of-Way Acquisition
- ☒ Phase 3 - Construction (Includes Project Construction & Construction Management)

#### Project Phase(s) Scope *(Provide detail to describe the Phase(s) that is the subject of this Agreement as checked above)*

The construction of the project and Construction Management

#### Complete Project Scope *(Provide detail to describe all phases of the Project - It is important for the Authority to understand the scope of the entire Project; not just the Project phase(s) that is described above).*

This "complete streets" project is located on Golden State Boulevard, a 14.1 mile stretch of historic Highway 99, generally from American Avenue in Fresno County south to Mission Street in the City of Kingsburg. The project area will pass through the cities of Fowler, Selma, and Kingsburg, as well as some unincorporated areas of Fresno County, but within the sphere of influence of one of the three cities.

The project objectives include:

- Rehabilitate pavement on Golden State Boulevard and cross-street intersections to preserve assets and minimize life-cycle costs
- Provide safe and convenient transportation access and circulation for motorized vehicles, bicyclists and pedestrians
- Increase motorist and pedestrian safety through improvements at twenty at-grade railroad crossings
- Unify the corridor through roadway and landscape design consistency, while still preserving the unique character of each city
- Improve economic development opportunities through corridor enhancements.

To meet these objectives, improvements will include pavement rehabilitation, intersection signalization and channelization, fifty thousand square feet of sidewalks, crosswalks and median improvements including 90 ADA ramps, street lighting, drainage facilities, bicycle lanes, including upgrading 13.6 miles to buffered bike lanes, landscaping, and provisions for connectivity to potential future ATP projects. All four local agencies have been fully involved and in support of this project and its various features.

#### Phases

This project is being delivered using the traditional design-bid-build model. Because it encompasses four different local agencies jurisdictions, FCTA and Fresno COG have taken responsibility for project delivery.

Phase 1 - Preliminary Engineering [Includes Preliminary Design/Engineering (PS&E) and Environmental]  
Fresno COG preformed the PA&ED and final design phases.

Phase 2 - Right-of-Way Acquisition  
The local agencies are performing right-of-way acquisition as required.

Phase 3 - Construction (Includes Project Construction & Construction Management)  
Fresno County will be responsible for awarding and administering the construction contract and will perform construction management through this cooperative agreement.

## Measure “C” Short-Range Regional Transportation Program | Project Scope—Exhibit A

Throughout all project phases, the four jurisdictions have played an integral role in developing the project scope and final design.

### Project Purpose

This project will improve Golden State Boulevard’s condition, safety and its cross streets, as well as numerous crossings of the Union Pacific Railroad. It will eliminate roadway and sidewalk flooding during rain events, and it will improve bicycle and pedestrian safety. It will help to stimulate affordable housing and economic development along the corridor by beautifying key entry points into the communities, and by softening the industrial nature of Old Highway 99.

These benefits will result in quality-of-life improvements and create increased economic opportunities for area residents. All users will benefit from the improved pavement condition. Safety for vehicles and pedestrians is enhanced by the intersection and shoulder widenings, signalizations, and 60 additional turn pockets. The project includes a wide range of facilities to mitigate potential air quality impacts, including pavement rehabilitation, intersection signalization and channelization, sidewalk, crosswalk and median improvements, street lighting, drainage facilities, bicycle lanes, landscaping. This project will improve safety for motorized and non-motorized users and promote alternative modes of transportation, including active modes.

### Transportation Benefit

Roadway improvements include pavement rehabilitation, drainage, and intersection widening, intersection signalization, shoulder widening and striping, and drainage improvements. Pedestrian safety and convenience will also benefit from fifty thousand square feet of sidewalks, 90 ADA ramps, and curb and gutter improvements. Bicyclists will benefit from 13.6 miles of bike lanes upgraded to buffered bike lanes, pavement rehabilitation and new pavement markings.

One of the project’s primary goals is to improve transportation safety along the corridor. A total of 137 collisions were reported from January 1, 2015 through December 31, 2019. Ten fatalities occurred in nine of the 137 collisions, and 195 people were injured in 128 of the 137 collisions. Forty-two percent of the accidents were rear-end collisions. This portion of Golden State Boulevard has accident rates approximately four times higher than the statewide average for similar facilities.

There are 20 at-grade crossings with Union Pacific Railroad (UPRR) in the project area. The project implements multiple safety countermeasures to enhance safety for trucks, vehicles, and trains. The project includes multiple right- and left-turn pockets, moving turning vehicles out of the traveled way and mitigating rear-end collisions. Guardrail will protect blunt objects within the clear recovery zone, mitigating hit-object collisions. Widening the inside shoulders to a minimum of four feet is an additional safety improvement. The widened shoulder will help mitigate hit objects and sideswipes. Additional signs and pavement markings will be used to warn drivers of upcoming intersections. Street lighting along the southbound lanes will help illuminate the roadway. Safety lighting will also be added near railroad grade crossings. The project also implements safety enhancements at the roadway intersections, as well as the crossings with UPRR. Additional signage and pavement markings will be used to notify drivers of the railroad crossings.

There will be new signalized intersections at Bethel Avenue/GSB, South Avenue/GSB, Stroud Avenue/GSB, Dinuba Avenue/GSB, and Temperance Avenue/GSB, which will help control traffic movements, improve safety, and help reduce pollution from cars idling at stop signs. Additionally, five traffic signals will be modified for preemptive timing for train crossings.

Golden State Boulevard will be slightly realigned at the intersections of Bethel, Dinuba, and Stroud Avenues. The northbound lanes are being shifted west into the existing median. Improvement will also include raised medians at the Earl Street and Stroud Avenue at-grade crossings. The raised medians will stop vehicles from going around the down gate arms when trains are approaching. Sidewalks across the at-grade crossings will be added to Earl Street, Adams Avenue, and McCall Avenue.

Additional safety measures include adding buffered Class II bike lanes along both the northbound and southbound lanes. The newly reconstructed bike lanes will encourage active transportation. The Class II bike lanes will be a minimum of five feet wide and will include a two-foot-wide buffer zone that will separate vehicle traffic from bicycle traffic.

### Implications of Not Doing the Project

If this project is not completed, the improvements will not be made at this time. We would also lose \$7m in awarded statewide funding through the Local Partnership Program.



## *Measure "C" Short-Range Regional Transportation Program | Project Scope—Exhibit A*

### **Community Engagement**

A 2003 community vision for the Golden State Corridor included a robust community participation component including surveys and focus groups in each of the three cities.

In 2018, officials held public outreach meetings in each city, including two in the City of Fowler. Because of the proposed realignment of Golden State through the downtown, a special meeting was held for the businesses that would be affected by the realignment in addition to a public meeting. Each business was informed in person about the project and the upcoming meeting. This project has support from local entities, state elected officials and businesses.

Before construction begins, city council presentations will be held to inform local elected officials and the public of the construction schedule, traffic interruptions, and temporary lane configurations to be expected during construction.

Residents and local businesses have been and continue to be enthusiastic about the project.

### **Construction Staging**

Once the project is awarded, work at the various locations will need to be coordinated with the three cities and Fresno County.

### **Detours**

SR 99 parallels GSB and can serve as an alternative route during construction activities. Caltrans is also working on major rehabilitation projects on SR 99 in the project vicinity therefore it is critical that construction staging be coordinated so that both routes are not impacted simultaneously.

### **Current Status**

Right of Way is nearing completion and two railroad crossings and signals will be redesigned to accommodate new requirements from UPRR. Fresno County will be responsible for awarding and administering the construction contract and will perform construction management through the completion of the project.

### **Contact**

For inquiries, you may contact Mohammad Alimi, Design Engineer with the County of Fresno, Department of Public Works and Planning, at (559) 600-4505.

*Replace information below with information for subject project phase*

The Project limits are Golden State Boulevard between American Avenue and Mission Street.

☒ Phase 3 - Construction (Includes Project Construction & Construction Management)

For inquiries, you may contact Mohammad Alimi, Design Engineer with the County of Fresno, Department of Public Works and Planning, at (559) 600-4505.

**Project Schedule** *It is important for the Authority to understand the schedule for the entire Project; not just the Project phase(s) that is checked above and the subject of this Agreement. Revise Fiscal Years in table below to reflect schedule for all phases of the Project)*

[illegible]

\*1 Preliminary Engineering: Preliminary Design/Engineering (PS&E), Environmental

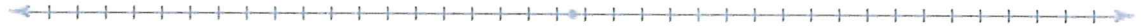
## \*2 Right-of-Way Acquisition

### \*3 Project Construction & Construction Management



## RURAL PROJECT F EXHIBIT C - PROJECT FUNDING PROGRAM

### Golden State Boulevard



#### Responsible Agency

County of Fresno

#### Project Limits

The Project limits are Golden State Boulevard between American Avenue and Mission Street.

#### Project Phase

Phase 1 - Preliminary Engineering [Includes Preliminary Design/Engineering (PS&E) and Environmental]

Phase 2 - Right-of-Way Acquisition

☒ Phase 3 - Construction (Includes Project Construction & Construction Management)

#### Contact

For inquiries, you may contact Mohammad Alimi, Design Engineer with the County of Fresno, Department of Public Works and Planning, at (559) 600-4505.

#### Funding Program (\$47,252,000)

*It is important for the Authority to understand the funding program for the entire Project; not just the Project phase(s) that is checked above and the subject of this Agreement).*



Measure C Short-Range Regional Transportation Program | Project Funding Program – Exhibit C

PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING						TOTAL COST & FUNDING
				2020/21	2021/22	2022/23	2023/24	2024/25	
Preliminary Engineering *1	2010	2021	\$5,708,864	\$0	\$240,133	\$0	\$0	\$0	\$5,948,997
<b>FUNDING PROGRAM</b>									
Measure "C" Original Program									\$0.000
Measure "C" Extension			\$5,708,864.00		\$240,133				\$5,948,997
RTMF									\$0
STIP									\$0
TCRP									\$0
Local Development Fees									\$0
Federal Aid									\$0
Other State (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
<b>TOTAL FUNDING PHASE 1:</b>									
			\$5,708,864	\$0	\$240,133	\$0	\$0	\$0	\$5,948,997
PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING						TOTAL COST & FUNDING
				2020/21	2021/22	2022/23	2023/24	2024/25	
Right-of-Way *2	2016	2021	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
<b>FUNDING PROGRAM</b>									
Measure "C" Original Program									\$0
Measure "C" Extension				\$100,000					\$100,000
RTMF									\$0
STIP									\$0
TCRP									\$0
Local Development Fees									\$0
Federal Aid									\$0
Other State (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
<b>TOTAL FUNDING PHASE 2:</b>									
			\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING						TOTAL COST & FUNDING
				2020/21	2021/22	2022/23	2023/24	2024/25	
Construction *3	2021	2025	\$0.000	\$0	\$7,272,000	\$47,252,000	\$0	\$0	\$54,524,000
<b>FUNDING PROGRAM</b>									
Measure "C" Original Program									\$0
Measure "C" Extension						\$47,252,000			\$47,252,000
RTMF									\$0
STIP									\$0
TCRP									\$0
Local Development Fees									\$0
Federal Aid									\$0
Other State (Local Partnership Program)					\$7,272,000				\$7,272,000
Other Local (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
<b>TOTAL FUNDING PHASE 3:</b>									
			\$0	\$0	\$7,272,000	\$47,252,000	\$0	\$0	\$54,524,000
<b>TOTAL FUNDING ALL PHASES:</b>									
			\$5,708,864	\$100,000	\$7,512,133	\$47,252,000	\$0	\$0	\$60,572,997

\*1 Preliminary Engineering: Preliminary Design/Engineering (PS&E), Environmental

\*2 Right-of-Way Acquisition

\*3 Project Construction & Construction Management

- The 4<sup>th</sup> Recital paragraph listed on page 2 of the original 2014 Agreement stated as follows:

“WHEREAS, the current Expenditure Plan programs \$6.226 million in 2013/14 for design and \$41.389 million during a three year period from 2018/19 through 2020/21 for construction of the PROJECT...”

The above-quoted Recital paragraph is updated (i.e., to provide a more current cost estimate) by the inclusion and incorporation by reference of Attachments A, B and C to Amendment No. 1, and by the addition of Subparagraph A to Section III, Paragraph 7 of the 2014 Agreement as provided in Section 3.8 of Amendment No. 1 (see next-to-last bullet point on page 3 below).

- The 3rd full Recital paragraph on page 3 of the original 2014 Agreement stated as follows:

“WHEREAS, should final bid cost for the entire PROJECT exceed available Measure “C” committed funding, the AUTHORITY shall postpone awarding contracts until the parties to this AGREEMENT identify additional reductions to PRO RATA SHARE or commit their own additional funding, from alternative sources, to make up the shortfall...”

The above-quoted Recital paragraph is amended by Section 3.7 of Amendment No. 1, which adds an entirely new Subparagraph B to Section III, Paragraph 6 (see below) and which also is consistent with the provisions of Section II, Paragraph 5 of the 2014 Agreement.

- Section I, Paragraph 8 of the original 2014 Agreement is amended as follows by Section 3.1 of Amendment No. 1:

“8. Upon completion of design and prior to turning the PROJECT over to the AUTHORITY to oversee COUNTY’s administration of the advertisement, bidding and construction of the PROJECT, FCOG shall provide the proposed final design, plans and specifications to the PDT for review and approval.”

Deleted: administer

- Section II, Paragraph 8 of the original 2014 Agreement is amended as follows by Section 3.2 of Amendment No. 1:

“8. Each of the PARTICIPATING LOCAL AGENCIES shall waive, or implement the appropriate exemption, as appropriate, with respect to all fees associated with permitting, plan check, encroachments and inspection of the PROJECT that otherwise would be payable by FCOG, or by AUTHORITY, COUNTY or the awarded construction contractor, with regard to the PROJECT.”

Deleted: either

- Section II, Paragraph 9 of the original 2014 Agreement is amended as follows by Section 3.3 of Amendment No. 1:

“9. Each of the PARTICIPATING LOCAL AGENCIES shall provide appropriate access to the awarded construction contractor for performance of the necessary work within that agency’s respective area of jurisdiction. It is understood that, if changes become necessary during

construction of a portion of the PROJECT within the jurisdiction of one of the PARTICIPATING LOCAL AGENCIES, such changes shall be approved in advance by that agency's Director of Public Works or his/her designee. Such approval shall be given within a reasonable time, which shall in no event be more than two weeks, following notification to that agency of the proposed change."

- Section III, Paragraph 3 of the original 2014 Agreement is amended as follows by Section 3.4 of Amendment No. 1:

"3. Upon completion of the design phase of the PROJECT, satisfactory to the PDT, AUTHORITY shall direct COUNTY, in its capacity as the Responsible Agency under the 2022 Authority- County Agreement, to proceed to advertise and conduct the bidding and award of the PROJECT."

- Section III, Paragraph 4 of the original 2014 Agreement is amended as follows by Section 3.5 of Amendment No. 1:

4. "COUNTY, in its capacity as the Responsible Agency under the 2022 Authority- County Agreement, shall provide for construction engineering services, including but not limited to the furnishing of all necessary field engineering, construction observation and performance testing, either with COUNTY'S own forces or pursuant to its separate agreement with the construction contractor, as part of COUNTY'S administrative oversight of the contract construction work for the PROJECT."

**Deleted:** AUTHORITY shall go through a selection process to obtain services of a Construction Management firm (hereinafter "the CM firm") to

**Deleted:** with regard to the administrative oversight of the contract construction work,

**Deleted:** contract

**Deleted:** between AUTHORITY and the CM firm, subject to approval of the proposed award and contract by AUTHORITY's Board

- Section III, Paragraph 5 of the original 2014 Agreement is amended as follows by Section 3.6 of Amendment No. 1:

5. "AUTHORITY'S Executive Director shall consult with the PDT to obtain any relevant information and shall provide to COUNTY prior to award such input as may be appropriate in connection with the review process for bidding and award of the construction contract."

**Deleted:** involve

**Deleted:** of the preferred

**Deleted:** management and construction firms

- Section III, Paragraph 6 of the original 2014 Agreement is amended as follows by Section 3.7 of Amendment No. 1:

"6.A. COUNTY, in its capacity as the Responsible Agency under the 2022 Authority- County Agreement, shall advertise and conduct a competitively bid selection process to obtain the services of a prime contractor (hereinafter "Construction Contractor") for construction of the PROJECT improvements, pursuant to separate contract between COUNTY and the Construction Contractor."

**Deleted:** AUTHORITY, in conjunction with the CM firm

**Deleted:** AUTHORITY

**Deleted:** , subject to approval of the proposed award and contract by AUTHORITY's Board

6.B. It is understood and expressly agreed between the Parties that, in the event the final bid cost for the entire Project, based on inclusion of the apparent low bid received for the construction, would exceed available Measure "C" committed funding, the AUTHORITY shall direct the COUNTY to postpone awarding the construction contract until the PARTICIPATING LOCAL AGENCIES identify additional adjustments to their respective PRO RATA SHARES (or reductions in the overall PROJECT Scope), or commit their own additional funding, from alternative sources, to make up the shortfall."

- Section III, Paragraph 7 of the original 2014 Agreement is amended as follows by Section 3.8 of Amendment No. 1:



"7. A. It currently is anticipated that construction of the Project will proceed in two phases. Phase 1 will involve construction of Project facilities that do not intersect with or otherwise involve any facilities owned and operated by the Union Pacific Railroad, while Phase 2 will involve construction of Project facilities that will impact facilities owned and operated by the Union Pacific Railroad. As of the date of this Amendment No. 1, the currently anticipated cost of construction, based on estimates provided by the design consultant retained by FCOG pursuant to Section I of the original 2014 Agreement, is \$33,318,000 for Phase 1 construction, while the currently anticipated cost of Phase 2 construction is estimated to be \$21,206,000, for a total estimated construction cost of \$54,524,000.

B. The cumulative amount of all costs to the AUTHORITY for PROJECT-related expenditures of any kind or nature relating to the design and construction of the PROJECT, including but not limited to expenses incurred in connection with payment and reimbursement to COUNTY pursuant to its respective contracts with AUTHORITY and the Construction Contractor, and reimbursement to the PARTICIPATING LOCAL AGENCIES of their PROJECT design costs as provided in Section IV below, shall not exceed the amount allocated to the PROJECT in the adopted Measure "C" Regional Transportation Program Tier 1 list as approved by the FCOG and AUTHORITY and as may subsequently be modified as part of the biennial update of the Expenditure Plan. "

**Deleted:** advertisement, bidding and award of the PROJECT, selection and payment of both the CM firm

**Deleted:** pursuant to their respective contracts with AUTHORITY

**Deleted:** of the other parties'

**Deleted:** be

- Section III, Paragraph 8 of the original 2014 Agreement is amended as follows by Section 3.9 of Amendment No. 1:

"8. COUNTY, in its capacity as the Responsible Agency under the 2022 Authority- County Agreement, shall contractually require the Construction Contractor to provide insurance coverage in accordance with the plans and specifications of the PROJECT, in amounts commensurate with the PROJECT scope for each type of policy required, and to provide for the listing of each of the PARTICIPATING LOCAL AGENCIES as an additional insured in the Construction Contractor's commercial general liability insurance policy with respect to all PROJECT-related operations."

**Deleted:** AUTHORITY

**[DRAFT] AMENDMENT NO. 1 TO  
GOLDEN STATE CORRIDOR COOPERATIVE AGREEMENT**

This Amendment (“Amendment No. 1”) to the Golden State Corridor Cooperative Agreement, dated September 25, 2014 (“2014 Agreement”), is entered into by and between the Fresno Council of Governments, a Joint Powers Public Agency (hereinafter “FCOG”), the County of Fresno, a political subdivision of the State of California (hereinafter “COUNTY”), the Fresno County Transportation Authority, a body politic duly organized and existing under the Constitution and laws of the State of California (hereinafter “AUTHORITY”), the City of Fowler, a municipal corporation (hereinafter “FOWLER”), the City of Selma, a municipal corporation (hereinafter “SELMA”), and the City of Kingsburg, a municipal corporation (hereinafter “KINGSBURG”), all of which are hereinafter sometimes referred to collectively as “the Parties”).

**RECITALS**

WHEREAS, one of the purposes of the 2014 Agreement was to allocate responsibilities between the Parties with regard to a proposed road improvement project along Golden State Boulevard, a 14.2 mile stretch of old Highway 99 generally from American Avenue south to the Tulare County line (hereinafter “the PROJECT”), which will pass through the cities of FOWLER, SELMA, and KINGSBURG, and unincorporated areas under the jurisdiction of the COUNTY; and

WHEREAS, the 2014 Agreement provided that FOWLER, SELMA, KINGSBURG, and COUNTY were to be referred to collectively at various times therein as the “PARTICIPATING LOCAL AGENCIES”; and

WHEREAS, the 2014 Agreement provided that the PARTICIPATING LOCAL AGENCIES recognized and acknowledged that construction of the PROJECT under a single coordinated construction contract would be to their mutual benefit; and

WHEREAS, the 2014 Agreement essentially contemplated that FCOG would provide oversight responsibilities for the PROJECT through completion of its design phase and that AUTHORITY would assume oversight responsibility for the construction phase, including AUTHORITY’S retention of a competitively selected construction management firm pursuant to separate contract; and

WHEREAS, it is acknowledged by the Parties that AUTHORITY staff has since requested that COUNTY serve as the AUTHORITY’S designated “Responsible Agency”, to conduct the advertisement, bidding and award of the PROJECT, and thereafter to administer the construction phase, as COUNTY’S staff has the requisite experience and expertise to manage the contract for a major public road improvement work such as this PROJECT; and

WHEREAS, the AUTHORITY and COUNTY entered into a separate Cooperative Agreement for that purpose dated June 8, 2022 (hereinafter “the 2022 Authority-County Agreement”); and.

WHEREAS, it was expressly acknowledged by the Parties, in the Recitals to the original 2014 Agreement, that the initial cost estimates for the Project prepared in October 2011 by FCOG's consultant and attached thereto as Exhibit A, would necessarily need to be modified and adjusted over time; and

WHEREAS, as stated in Section 1.1 of the 2022 Authority-County Agreement, the updated scope, schedule and funding program as currently contemplated for the Project are set forth in Exhibits A, B and C thereto; and

WHEREAS, true and correct copies of Exhibits A, B and C to the 2022 Authority-County Agreement also are appended hereto as Attachments A, B and C to this Amendment No. 1 to the original 2014 Agreement; and

WHEREAS, a formal amendment to the 2014 Agreement is necessary, in order to update the initial cost estimates for the Project and to provide for modifications to the allocation of responsibilities as originally contemplated by the 2014 Agreement, including designation of COUNTY as the "Responsible Agency" for purposes of the Agreement as herein amended and to provide the necessary administrative services for construction of the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, it is agreed by and between all Parties as follows:

1. COUNTY, in addition to being one of the PARTICIPATING LOCAL AGENCIES, shall act as Responsible Agency and serve as AUTHORITY'S designated Responsible Agency to conduct the advertisement, bidding and award of the PROJECT, and thereafter administer the construction phase of the PROJECT, pursuant to that separate 2022 Authority-County Agreement referenced hereinabove.

2. Any provision in the 2014 Agreement that is inconsistent with or conflicts with the provisions of this Amendment (including Attachments A, B and C appended hereto and incorporated by this reference) shall be deemed to be amended (and to the extent of any conflict effectively superseded) by this Amendment, and any such inconsistency or conflict shall be resolved by giving priority to the provisions of this Amendment and Attachments A, B and C appended hereto. Accordingly, it is acknowledged by the Parties that the updated scope, schedule and funding program as currently contemplated for the Project are set forth in Attachments A, B and C which are appended hereto and incorporated herein by this reference, and the Parties hereby agree and acknowledge that Attachments A, B and C hereto shall be deemed to supplement and update (and to the extent of any conflict effectively supersede) the provisions of Exhibit A to the original 2014 Agreement.

3. The provisions of the 2014 Agreement are hereby amended as set forth in the following subparagraphs 3.1 through 3.9 of this Paragraph 3:

3.1. Section I ("FCOG RESPONSIBILITIES"), Paragraph 8 of the 2014 Agreement is hereby amended to state as follows:

"8. Upon completion of design and prior to turning the PROJECT over to the AUTHORITY to oversee COUNTY'S administration of the advertisement, bidding and construction of the PROJECT, FCOG shall provide the proposed final design, plans and specifications to the PDT for review and approval."

3.2. Section II "PARTICIPATING LOCAL AGENCIES' RESPONSIBILITIES"), Paragraph 8 of the 2014 Agreement is hereby amended to state as follows:

"8. Each of the PARTICIPATING LOCAL AGENCIES shall waive, or implement the appropriate exemption, as appropriate, with respect to all fees associated with permitting, plan check, encroachments and inspection of the PROJECT that otherwise would be payable by FCOG, or by AUTHORITY, COUNTY, or the awarded construction contractor, with regard to the PROJECT."

3.3. Section II "PARTICIPATING LOCAL AGENCIES' RESPONSIBILITIES"), Paragraph 9 of the 2014 Agreement is hereby amended to state as follows:

"9. Each of the PARTICIPATING LOCAL AGENCIES shall provide appropriate access to the awarded construction contractor for performance of the necessary work within that agency's respective area of jurisdiction. It is understood that, if changes become necessary during construction of a portion of the PROJECT within the jurisdiction of one of the PARTICIPATING LOCAL AGENCIES, such changes shall be approved in advance by that agency's Director of Public Works or his/her designee. Such approval shall be given within a reasonable time, which shall in no event be more than two weeks, following notification to that agency of the proposed change."

3.4. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 3 of the 2014 Agreement is hereby amended to state as follows:

"3. Upon completion of the design phase of the PROJECT, satisfactory to the PDT, AUTHORITY shall direct COUNTY, in its capacity as the Responsible Agency under the 2022 Authority-County Agreement, to proceed to advertise and conduct the bidding and award of the PROJECT."

3.5. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 4 of the 2014 Agreement is hereby amended to state as follows:

"4. COUNTY, in its capacity as the Responsible Agency under the 2022 Authority-County Agreement, shall provide for construction engineering services, including but not limited to the furnishing of all necessary field engineering, construction observation and performance testing, either with COUNTY'S own forces or pursuant to its separate agreement with the construction contractor, as part of COUNTY'S administrative oversight of the contract construction work for the PROJECT."

3.6. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 5 of the 2014 Agreement is hereby amended to state as follows:

"5. AUTHORITY'S Executive Director shall consult with the PDT to obtain any relevant information and shall provide to COUNTY prior to award such input as may be appropriate in connection with the review process for bidding and award of the construction contract."

3.7. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 6 of the 2014 Agreement is hereby amended to state as follows:

“6.A. COUNTY, in its capacity as the Responsible Agency under the 2022 Authority-County Agreement, shall advertise and conduct a competitively bid selection process to obtain the services of a prime contractor (hereinafter “Construction Contractor”) for construction of the PROJECT improvements, pursuant to separate contract between COUNTY and the Construction Contractor.

6.B. It is understood and expressly agreed between the Parties that, in the event the final bid cost for the entire PROJECT, based on inclusion of the apparent low bid received for the construction, would exceed available Measure “C” committed funding, the AUTHORITY shall direct the COUNTY to postpone awarding the construction contract until the PARTICIPATING LOCAL AGENCIES identify additional adjustments to their respective PRO RATA SHARES (or reductions in the overall PROJECT Scope), or commit their own additional funding, from alternative sources, to make up the shortfall.”

3.8. Section III (“AUTHORITY RESPONSIBILITIES”), Paragraph 7 of the 2014 Agreement is hereby amended to state as follows:

“7.A It currently is anticipated that construction of the Project will proceed in two phases. Phase 1 will involve construction of Project facilities that do not intersect with or otherwise involve any facilities owned and operated by the Union Pacific Railroad, while Phase 2 will involve construction of Project facilities that will impact facilities owned and operated by the Union Pacific Railroad. As of the date of this Amendment No. 1, the currently anticipated cost of construction, based on estimates provided by the design consultant retained by FCOG pursuant to Section I of the original 2014 Agreement, is \$33,318,000 for Phase 1 construction, while the currently anticipated cost of Phase 2 construction is estimated to be \$21,206,000, for a total estimated construction cost of \$54,524,000

7. B. The cumulative amount of all costs to the AUTHORITY for PROJECT-related expenditures of any kind or nature relating to the design and construction of the PROJECT, including but not limited to expenses incurred in connection with payment and reimbursement to COUNTY pursuant to its respective contracts with AUTHORITY and the Construction Contractor, and reimbursement to the PARTICIPATING LOCAL AGENCIES of their PROJECT design costs as provided in Section IV below, shall not exceed the amount allocated to the PROJECT in the adopted Measure “C” Regional Transportation Program Tier 1 list as approved by the FCOG and AUTHORITY and as may be subsequently be modified as part of the biennial update of the Expenditure Plan.”

3.9. Section III (“AUTHORITY RESPONSIBILITIES”), Paragraph 8 of the 2014 Agreement is hereby amended to state as follows:

“8. COUNTY, in its capacity as the Responsible Agency under the 2022 Authority-County Agreement, shall contractually require the Construction Contractor to provide insurance coverage in accordance with the plans and specifications of the PROJECT, in amounts commensurate with the PROJECT scope for each type of policy required, and to provide for the listing of each of the PARTICIPATING LOCAL AGENCIES as an additional insured



in the Construction Contractor's commercial general liability insurance policy with respect to all PROJECT-related operations."

4. Consistent with the provisions of Section 2 of this Amendment No. 1, it is the intent of the Parties hereto that all other provisions set forth in the original 2014 Agreement that are neither in conflict with nor expressly modified by the provisions of this Amendment No. 1 shall remain in full force and effect.

5. This Amendment No. 1 may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first hereinabove written.

FRESNO COUNTY TRANSPORTATION AUTHORITY

By \_\_\_\_\_

ERNEST BUDDY MENDES, Chairman

APPROVED AS TO LEGAL FORM ON BEHALF OF  
THE FRESNO COUNTY TRANSPORTATION AUTHORITY:

DANIEL C. CEDERBORG, County Counsel

By \_\_\_\_\_

MICHAEL E. ROWE, Principal Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM

OSCAR J. GARCIA, CPA,  
Fresno County Auditor-Controller/Treasurer-Tax Collector

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

[Add signature pages for other parties]



# EXHIBIT A – PROJECT SCOPE

## Golden State Boulevard

### Responsible Agency

County of Fresno

### Project Limits

The Project limits are Golden State Boulevard between American Avenue and Mission Street.

### Project Phase

Phase 1 - Preliminary Engineering [Includes Preliminary Design/Engineering (PS&E) and Environmental]

Phase 2 - Right-of-Way Acquisition

☒ Phase 3 - Construction (Includes Project Construction & Construction Management)

### Project Phase(s) Scope *(Provide detail to describe the Phase(s) that is the subject of this Agreement as checked above)*

The construction of the project and Construction Management

### Complete Project Scope *(Provide detail to describe all phases of the Project - It is important for the Authority to understand the scope of the entire Project; not just the Project phase(s) that is described above).*

This "complete streets" project is located on Golden State Boulevard, a 14.1 mile stretch of historic Highway 99, generally from American Avenue in Fresno County south to Mission Street in the City of Kingsburg. The project area will pass through the cities of Fowler, Selma, and Kingsburg, as well as some unincorporated areas of Fresno County, but within the sphere of influence of one of the three cities.

The project objectives include:

- Rehabilitate pavement on Golden State Boulevard and cross-street intersections to preserve assets and minimize life-cycle costs
- Provide safe and convenient transportation access and circulation for motorized vehicles, bicyclists and pedestrians
- Increase motorist and pedestrian safety through improvements at twenty at-grade railroad crossings
- Unify the corridor through roadway and landscape design consistency, while still preserving the unique character of each city
- Improve economic development opportunities through corridor enhancements.

To meet these objectives, improvements will include pavement rehabilitation, intersection signalization and channelization, fifty thousand square feet of sidewalks, crosswalks and median improvements including 90 ADA ramps, street lighting, drainage facilities, bicycle lanes, including upgrading 13.6 miles to buffered bike lanes, landscaping, and provisions for connectivity to potential future ATP projects. All four local agencies have been fully involved and in support of this project and its various features.

### Phases

This project is being delivered using the traditional design-bid-build model. Because it encompasses four different local agencies jurisdictions, FCTA and Fresno COG have taken responsibility for project delivery.

Phase 1 - Preliminary Engineering [Includes Preliminary Design/Engineering (PS&E) and Environmental]  
Fresno COG preformed the PA&ED and final design phases.

Phase 2 - Right-of-Way Acquisition

The local agencies are performing right-of-way acquisition as required.

Phase 3 - Construction (Includes Project Construction & Construction Management)

Fresno County will be responsible for awarding and administering the construction contract and will perform construction management through this cooperative agreement.

Throughout all project phases, the four jurisdictions have played an integral role in developing the project scope and final design.

### **Project Purpose**

This project will improve Golden State Boulevard's condition, safety and its cross streets, as well as numerous crossings of the Union Pacific Railroad. It will eliminate roadway and sidewalk flooding during rain events, and it will improve bicycle and pedestrian safety. It will help to stimulate affordable housing and economic development along the corridor by beautifying key entry points into the communities, and by softening the industrial nature of Old Highway 99.

These benefits will result in quality-of-life improvements and create increased economic opportunities for area residents. All users will benefit from the improved pavement condition. Safety for vehicles and pedestrians is enhanced by the intersection and shoulder widenings, signalizations, and 60 additional turn pockets. The project includes a wide range of facilities to mitigate potential air quality impacts, including pavement rehabilitation, intersection signalization and channelization, sidewalk, crosswalk and median improvements, street lighting, drainage facilities, bicycle lanes, landscaping. This project will improve safety for motorized and non-motorized users and promote alternative modes of transportation, including active modes.

### **Transportation Benefit**

Roadway improvements include pavement rehabilitation, drainage, and intersection widening, intersection signalization, shoulder widening and striping, and drainage improvements. Pedestrian safety and convenience will also benefit from fifty thousand square feet of sidewalks, 90 ADA ramps, and curb and gutter improvements. Bicyclists will benefit from 13.6 miles of bike lanes upgraded to buffered bike lanes, pavement rehabilitation and new pavement markings.

One of the project's primary goals is to improve transportation safety along the corridor. A total of 137 collisions were reported from January 1, 2015 through December 31, 2019. Ten fatalities occurred in nine of the 137 collisions, and 195 people were injured in 128 of the 137 collisions. Forty-two percent of the accidents were rear-end collisions. This portion of Golden State Boulevard has accident rates approximately four times higher than the statewide average for similar facilities.

There are 20 at-grade crossings with Union Pacific Railroad (UPRR) in the project area. The project implements multiple safety countermeasures to enhance safety for trucks, vehicles, and trains. The project includes multiple right- and left-turn pockets, moving turning vehicles out of the traveled way and mitigating rear-end collisions. Guardrail will protect blunt objects within the clear recovery zone, mitigating hit-object collisions. Widening the inside shoulders to a minimum of four feet is an additional safety improvement. The widened shoulder will help mitigate hit objects and sideswipes. Additional signs and pavement markings will be used to warn drivers of upcoming intersections. Street lighting along the southbound lanes will help illuminate the roadway. Safety lighting will also be added near railroad grade crossings. The project also implements safety enhancements at the roadway intersections, as well as the crossings with UPRR. Additional signage and pavement markings will be used to notify drivers of the railroad crossings.

There will be new signalized intersections at Bethel Avenue/GSB, South Avenue/GSB, Stroud Avenue/GSB, Dinuba Avenue/GSB, and Temperance Avenue/GSB, which will help control traffic movements, improve safety, and help reduce pollution from cars idling at stop signs. Additionally, five traffic signals will be modified for preemptive timing for train crossings.

Golden State Boulevard will be slightly realigned at the intersections of Bethel, Dinuba, and Stroud Avenues. The northbound lanes are being shifted west into the existing median. Improvement will also include raised medians at the Earl Street and Stroud Avenue at-grade crossings. The raised medians will stop vehicles from going around the down gate arms when trains are approaching. Sidewalks across the at-grade crossings will be added to Earl Street, Adams Avenue, and McCall Avenue.

Additional safety measures include adding buffered Class II bike lanes along both the northbound and southbound lanes. The newly reconstructed bike lanes will encourage active transportation. The Class II bike lanes will be a minimum of five feet wide and will include a two-foot-wide buffer zone that will separate vehicle traffic from bicycle traffic.

### **Implications of Not Doing the Project**

If this project is not completed, the improvements will not be made at this time. We would also lose \$7m in awarded statewide funding through the Local Partnership Program.

### **Community Engagement**

A 2003 community vision for the Golden State Corridor included a robust community participation component including surveys and focus groups in each of the three cities.

In 2018, officials held public outreach meetings in each city, including two in the City of Fowler. Because of the proposed realignment of Golden State through the downtown, a special meeting was held for the businesses that would be affected by the realignment in addition to a public meeting. Each business was informed in person about the project and the upcoming meeting. This project has support from local entities, state elected officials and businesses.

Before construction begins, city council presentations will be held to inform local elected officials and the public of the construction schedule, traffic interruptions, and temporary lane configurations to be expected during construction.

Residents and local businesses have been and continue to be enthusiastic about the project.

### **Construction Staging**

Once the project is awarded, work at the various locations will need to be coordinated with the three cities and Fresno County.

### **Detours**

SR 99 parallels GSB and can serve as an alternative route during construction activities. Caltrans is also working on major rehabilitation projects on SR 99 in the project vicinity therefore it is critical that construction staging be coordinated so that both routes are not impacted simultaneously.

### **Current Status**

Right of Way is nearing completion and two railroad crossings and signals will be redesigned to accommodate new requirements from UPRR. Fresno County will be responsible for awarding and administering the construction contract and will perform construction management through the completion of the project.

### **Contact**

For inquiries, you may contact Mohammad Alimi, Design Engineer with the County of Fresno, Department of Public Works and Planning, at (559) 600-4505.

A horizontal number line with arrows at both ends. It has major tick marks every 2 units, labeled from -20 to 20. A point is plotted at -10.

**Project Schedule** (Double click on Table below to complete for all Project phases – It is important for the Authority to understand the schedule for the entire Project; not just the Project phase(s) that is checked above and the subject of this Agreement. Revise Fiscal Years in table below to reflect the schedule for all phases of the Project)

[illegible]

\*3 *Project Construction & Construction Management*





## RURAL PROJECT F EXHIBIT C - PROJECT FUNDING PROGRAM

### Golden State Boulevard



#### Responsible Agency

County of Fresno

#### Project Limits

The Project limits are Golden State Boulevard between American Avenue and Mission Street.

#### Project Phase

Phase 1 - Preliminary Engineering [Includes Preliminary Design/Engineering (PS&E) and Environmental]

Phase 2 - Right-of-Way Acquisition

☒ Phase 3 - Construction (Includes Project Construction & Construction Management)

#### Contact

For inquiries, you may contact Mohammad Alimi, Design Engineer with the County of Fresno, Department of Public Works and Planning, at (559) 600-4505.

#### Funding Program (\$47,085,000)

*(Double click on Table on the following page to complete for all Project phases – It is important for the Authority to understand the funding program for the entire Project; not just the Project phase(s) that is checked above and the subject of this Agreement).*

PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING						TOTAL COST & FUNDING
				2020/21	2021/22	2022/23	2023/24	2024/25	
Preliminary Engineering *1	2010	2021	\$5,708,864	\$0	\$240,133	\$0	\$0	\$0	\$5,948,997
<b>FUNDING PROGRAM</b>									
Measure "C" Original Program									\$0.000
Measure "C" Extension			\$5,708,864.00		\$240,133				\$5,948,997
RTMF									\$0
STIP									\$0
TCRP									\$0
Local Development Fees									\$0
Federal Aid									\$0
Other State (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
<b>TOTAL FUNDING PHASE 1:</b>			\$5,708,864	\$0	\$240,133	\$0	\$0	\$0	\$5,948,997
PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING						TOTAL COST & FUNDING
				2020/21	2021/22	2022/23	2023/24	2024/25	
Right-of-Way *2	2016	2021	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
<b>FUNDING PROGRAM</b>									
Measure "C" Original Program									\$0
Measure "C" Extension				\$100,000					\$100,000
RTMF									\$0
STIP									\$0
TCRP									\$0
Local Development Fees									\$0
Federal Aid									\$0
Other State (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
<b>TOTAL FUNDING PHASE 2:</b>			\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING						TOTAL COST & FUNDING
				2020/21	2021/22	2022/23	2023/24	2024/25	
Construction *3	2021	2025	\$0.000	\$0	\$7,272,000	\$47,252,000	\$0	\$0	\$54,524,000
<b>FUNDING PROGRAM</b>									
Measure "C" Original Program									\$0
Measure "C" Extension						\$47,252,000			\$47,252,000
RTMF									\$0
STIP									\$0
TCRP									\$0
Local Development Fees									\$0
Federal Aid									\$0
Other State (Local Partnership Program)					\$7,272,000				\$7,272,000
Other Local (Specify)									\$0
Other Local (Specify)									\$0
Other Local (Specify)									\$0
<b>TOTAL FUNDING PHASE 3:</b>			\$0	\$0	\$7,272,000	\$47,252,000	\$0	\$0	\$54,524,000
<b>TOTAL FUNDING ALL PHASES:</b>			5,708,864	\$100,000	\$7,512,133	\$47,252,000	\$0	\$0	\$60,572,997

\*1 Preliminary Engineering: Preliminary Design/Engineering (PS&E), Environmental

\*2 Right-of-Way Acquisition

\*3 Project Construction & Construction Management

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

**October 3, 2022**

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**ITEM NO:** 1.c.

**SUBJECT:** Consideration and authorization for City Manager to execute the Second Amendment to the Lease for the Central Valley Training Center Program in the City of Selma

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**BACKGROUND:** The California High-Speed Rail Authority ("HSRA") is responsible for the planning, design, construction and operation of the first high-speed rail in the nation ("HSR Project"). The California high-speed rail system will connect the mega-regions of the State, contribute to the economic development and a cleaner environment, create jobs and preserve agricultural protected lands. The current focus of this project is to complete the 117-mile segment in the Central Valley that will stretch from Merced to Bakersfield.

In 2014, the Authority approved the Final Environmental Impact Report/Environmental Impact Statement ("EIR/EIS") for the Fresno to Bakersfield section of the HSR Project. A Mitigation Monitoring and Enforcement Plan was prepared for the Fresno to Bakersfield Section of the HSR Project to adhere to Council on Environment Quality's regulations and Federal Railroad Administration Procedures for the special recruitment, training, and job set-aside programs to benefit minority and low-income populations in the Project section were established.

**DISCUSSION:** In order to fulfill the EIR obligations, HSRA has been contracted with the City of Selma to develop, manage, and implement the job training program. This program has targeted, but is not limited to: women, minorities' veterans, ex-offenders, at risk and disconnected young adults, and other underrepresented individuals residing in Fresno, Kings, Tulare, Madera, Merced and Kern Counties. This will be the third year of the program with each year hosting multiple classes. The annual budget for this project is \$1,000,000 and is fully reimbursed by HSRA. The training facility is located at 1775 Park Street with a monthly base lease rate of \$8,555.10 per month. Staff is requesting approval for an extended lease term valid from November 1, 2022 through October 31, 2023. The proposed Second Amendment to the Lease Agreement is attached for review.

**FISCAL IMPACT:** The total cost for the continued lease will be \$102,661.20. All costs associated with this lease are fully reimbursable by the California High-Speed Rail Authority (HSRA) through the Central Valley Training Center agreement between the City of Selma and HSR.

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**RECOMMENDATION:** Staff recommends Council authorize the City Manager to execute the Second Amendment to the Lease for the Central Valley Training Center facility, extending the lease term from November 1, 2022 through October 31, 2023.

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\_\_\_\_\_/s/\_\_\_\_\_  
Amy Smart  
Community Services Director

\_\_\_\_\_09/29/2022\_\_\_\_\_  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Rob Terry  
Deputy City Manager

\_\_\_\_\_09/29/2022\_\_\_\_\_  
Date

**Attachments**

1. Resolution 2022-63R – a Resolution authorizing the City Manager to execute the Second Amendment to the Lease for the Central Valley Training Center facility.
2. Second Amendment to the Lease Agreement between Selma Business Park, LLC and the City of Selma for the CVTC.

**RESOLUTION NO. 2022 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE LEASE WITH SELMA BUSINESS PARK, LLC, FOR THE CENTRAL VALLEY TRAINING CENTER (CVTC)**

**WHEREAS**, the City of Selma currently maintains a lease agreement with Selma Business Park, LLC, for a facility located at 1775 Park Street, Selma, CA; and

**WHEREAS**, the facility currently houses the operations of the Central Valley Training Center (CVTC), for which the City has partnered with the California High-Speed Rail Authority (HSRA) to provide administrative support; and

**WHEREAS**, all engaged partners with the CVTC desire for the program to continue, and HSR has authorized funding as such; resulting in the need for an extended lease term; and

**WHEREAS**, the existing lease agreement is set to expire on October 31, 2022, unless extended.

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

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

SECTION 2. The City Council hereby authorizes the City Manager to sign and execute the Second Amendment to the Lease Agreement with Selma Business Park, LLC, as delivered to the Council for their review and consideration at the Regular Council Meeting of October 3, 2022.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of October, 2022, 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



## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“**Second Amendment**”) is entered into as of June 23, 2022, for reference purposes only, by and between, SELMA BUSINESS PARK, LLC, a Delaware limited liability company (“**Landlord**”) and CITY OF SELMA, CA, a municipal government of the State of California (“**Tenant**”).

### RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated as of September 1, 2020 and that certain First Amendment to Lease dated as of September 2, 2021 (collectively, the “**Lease**”), for approximately 28,800 square feet of space (“**Premises**”) at 1775 Park Street, Selma, California (the “**Property**”);

B. Tenant has two (2) remaining Options to Extend the Term for one (1) year each and Tenant has elected to exercise its second Option to Extend.

C. Landlord and Tenant mutually desire to amend the Lease in accordance with the terms and conditions hereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms in this Second Amendment shall have the same meaning ascribed thereto in the Lease, unless otherwise provided herein.

2. **Extended Term.** The term for Premises shall be extended for one (1) year commencing November 1, 2022 and continue through October 31, 2023 (“**Extended Term**”).

3. **Base Rent.** During the Extended Term, Base Rent for the Premises shall be \$8,555.10 per month.

4. **Lease Status.** Tenant (i) accepts the Premises in its current ‘as-is’ condition and (ii) agrees that Landlord is not in default or violation of any covenant, provision, obligation, agreement or condition contained in the Lease.

5. **Effect of Second Amendment.** Except as specifically amended in this Second Amendment, all of the terms and conditions of the Lease continue in full force and effect. In the event of any conflict between the terms of this Second Amendment and the terms of the Lease, the terms of this Second Amendment shall prevail.

6. **Counterparts and Electronic Signatures.** This Second Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second Amendment

(whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Second Amendment, upon request.

7. **Entire Agreement.** This Second Amendment contains the entire understanding and agreement between the parties relating to the matters covered hereby and supersedes all prior or contemporaneous negotiations, arrangements, agreements, understandings, representations, and statements, whether oral or written, with respect to the matters covered hereby, all of which are merged herein and shall be of no further force or effect.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease Agreement as of the date first written above.

**LANDLORD:**

**SELMA BUSINESS PARK, LLC,**  
a Delaware limited liability company

By: Holdings SPE Manager, LLC,  
a Delaware limited liability company,  
its Manager

By: \_\_\_\_\_  
John A. Mase  
Chief Executive Officer

**TENANT:**

**CITY OF SELMA, CA,**  
a municipal government of the State of California

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

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80283	09/08/22	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 7/23-8/22/22	PARTIAL R	87,615.09
80284	09/08/22	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASE -SEPT 2022		2,307.10
80285	09/08/22	Printed	SAMANTHA MOREE VALLES	MOANA JR SUPPLIES REIMB.		14.03
80286	09/08/22	Printed	VERIZON WIRELESS	AIRCARDS 7/19/22-8/18/22		1,188.59
80287	09/08/22	Printed	DANIEL VIVEROS / D&G FENCE	REPROGRAM CODES -PW CORP YARD		575.00
80288	09/08/22	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE -AUGUST 2022		134,867.57
80289	09/15/22	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES -CVTC	R	24.20
80290	09/15/22	Void		Void Check		0.00
80291	09/15/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 2055 THIRD ST		664.46
80292	09/15/22	Printed	AT&T	TELEPHONE 8/4/22-9/3/22		1,614.23
80293	09/15/22	Printed	AT&T	TELEPHONE 8/4/22-9/3/22		124.69
80294	09/15/22	Printed	AT&T	TELEPHONE 8/4/22-9/3/22		119.22
80295	09/15/22	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 8/1-8/31/22		389.07
80296	09/15/22	Printed	BENNY BACA / COOL AIR SPECIALTY	INSTALLED NEW 3 TON -FIRE ADM		8,600.00
80297	09/15/22	Printed	BRONCO CONCRETE	BUSINESS LIC OVERPAYMENT REIMB		89.00
80298	09/15/22	Printed	CADDYSHACK RODENT SERVICE, LLC	RODENT CONTROL -BRENTLINGER		2,506.50
80299	09/15/22	Printed	ROD CARSEY / CARSEY CONSULTING	PLAN CHECKS -AUGUST 2022		5,522.71
80300	09/15/22	Printed	COLLEGE OF THE SEQUOIAS	COURT & TEMP HOLDING TRAINING 8/17/22	R	125.00
80301	09/15/22	Printed	COMCAST	INTERNET SERVICE -AMBULANCE 1231 ROSE AVE.		195.90
80302	09/15/22	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING JULY 2022		200.00
80303	09/15/22	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS AUGUST 2022		302.00
80304	09/15/22	Printed	DIAMOND TEC ENTERPRISES LLC	RESCUE SUPPLIES		215.54
80305	09/15/22	Printed	ERENE SOLIMAN, PSY.D.	PRE-EMPLOYMENT PSYCHOLOGICAL EXAM		1,140.00
80306	09/15/22	Printed	FAMILY HEALTHCARE NETWORK	BUSINESS LIC OVERPAYMENT REIMB		5.00
80307	09/15/22	Printed	FINANCIAL PACIFIC LEASING	PD VEHICLES LEASE PAYMENT		52,684.59
80308	09/15/22	Printed	FORTNERS AUTO SERV & TOWING	EVIDENCE TOW		302.00
80309	09/15/22	Printed	FRESNO COUNTY EDC	CENTRAL VALLEY TRAINING CENTER 7/1/22-7/31/22	R	27,175.08
80310	09/15/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		288.05
80311	09/15/22	Printed	GAR BENNETT LLC	GAL COUPLINGS/NIPPLES -ISLANDS & MEDIANS		54.53
80312	09/15/22	Printed	GRANTWOOD PATIO HOMES	BUSINESS LIC OVERPAYMENT REIMB		486.00
80313	09/15/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 8/31/22		939.50
80314	09/15/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		547.02
80315	09/15/22	Printed	IMAGETREND INC.	EPCR SOFTWARE		401.12
80316	09/15/22	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER UTILITIES 6/24/22-7/26/22	R	12,075.28
80317	09/15/22	Printed	J'S COMMUNICATION INC.	RADIO PURCHASE -PD		1,402.78
80318	09/15/22	Printed	JULIO'S MOBIL MECHANIC	BUSINESS LIC OVERPAYMENT REIMB		40.00
80319	09/15/22	Printed	KINGS BASIN WATER AUTHORITY	ANNUAL MEMBERSHIP		7,000.00
80320	09/15/22	Printed	TIM J LAW / LAW & ASSOCIATES	LAW ENFORCEMENT BACKGROUND		1,400.00
80321	09/15/22	Printed	JOSE LUIS LEON JR / LEONS	TROUBLESHOOT AUDIO/VISUAL		2,746.68
80322	09/15/22	Printed	COMPUTERS LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -ERMA JANUARY 2022		15,285.70
80323	09/15/22	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		168.05
80324	09/15/22	Printed	MAPLEWOOD APARTMENTS	BUSINESS LIC OVERPAYMENT REIMB		484.00
80325	09/15/22	Printed	MEDLINE INDUSTRIES, INC.	MEDICAL SUPPLIES		271.96
80326	09/15/22	Printed	METRO UNIFORM	PD REVOLVING ACCT	R	668.64
80327	09/15/22	Printed	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES		165.72
80328	09/15/22	Printed	PG&E	UTILITIES -AUGUST 2022		5,423.04
80329	09/15/22	Printed	PROFESSIONAL PRINT & MAIL, INC	ENVELOPES		1,195.24
80330	09/15/22	Printed	ALBERT PEREZ RODRIGUEZ / 4 SEASON LAW SERVICE	CLEAN UP ROCKWELL POND		350.00
80331	09/15/22	Printed	SCOTT SANDERS	MEDICAL PREMIUM REIMB -SEPT 22		3,513.72
80332	09/15/22	Printed	SANTA MARIA CALIFORNIA NEWS	ORDINANCE ADOPTION -BILLBOARD		1,013.03
80333	09/15/22	Printed	THE LAKES - NELSON PROPERTIES	BUSINESS LIC OVERPAYMENT REIMB		240.00
80334	09/15/22	Printed	U.S. BANK	SELMA 2017 GENERAL OBLIGATION BONDS		990.00
80335	09/15/22	Printed	VERIZON	VEHICLE TRACKING SUBSCRIPTION FEES 4/1/22-9/1/22		347.34
80336	09/15/22	Printed	VETERAN POWER INFRASTRUCTURE	BUSINESS LIC OVERPAYMENT REIMB		45.00
80337	09/15/22	Printed	WILLIAMS EXCAVATION	BUSINESS LIC OVERPAYMENT REIMB		5.00
80338	09/22/22	Printed	AIR EXCHANGE, INC.	SERVICES & REPAIRS -STATION 2		589.08
80339	09/22/22	Printed	ALLAN HANCOCK COLLEGE	TACTICAL BIKE PATROL COURSE	R	153.00
80340	09/22/22	Printed	ALLSTAR FIRE EQUIPMENT	BLUE NFPA HELMETS		3,043.06
80341	09/22/22	Printed	MARK ALVES / ALVES ELECTRIC	INSTALL TIMER -LINCOLN PARK		325.00
80342	09/22/22	Void		Void Check		0.00
80343	09/22/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 9/1-9/15/22		669.59
80344	09/22/22	Printed	AT&T	INTERNET SERVICE -CVTC 9/6/22-10/5/22	R	100.24
80345	09/22/22	Printed	AT&T	INTERNET SERVICE -WEED & SEED 9/11/22-10/10/22		74.90
80346	09/22/22	Printed	AT&T	TELEPHONE 8/12/22-9/11/22		53.84

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80347	09/22/22	Printed	AT&T	TELEPHONE 8/12/22-9/11/22		99.19
80348	09/22/22	Printed	BENNY BACA / COOL AIR SPECIALTY	REPAIR -FIRE ADMIN		540.00
80349	09/22/22	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -AUGUST 2022		23,736.02
80350	09/22/22	Printed	GILBERT CANO	OVERNIGHT EMPLOYEE CHECK		54.55
80351	09/22/22	Printed	CENTRAL VALLEY OVERHEAD DOOR	FURNISH & INSTALL ROLL UP DOOR FIRE STATION 2		780.00
80352	09/22/22	Printed	COMCAST	INTERNET SERVICE SEPTEMBER 2022		821.45
80353	09/22/22	Printed	COMCAST	PD TO FCSO -SEPTEMBER 2022		708.64
80354	09/22/22	Printed	DIAMONDBACK FIRE & RESCUE INC	JAWS OF LIFE TOOL REPAIR		595.00
80355	09/22/22	Printed	FINANCIAL PACIFIC LEASING	2019 DANAKO WILDLAND VEHICLES LEASE		21,922.40
80356	09/22/22	Printed	FRESNO COUNCIL OF GOVERNMENTS	MEMBERSHIP DUES 2022/2023		970.00
80357	09/22/22	Printed	FRESNO COUNTY SHERIFF	RMS/JMS/CAD ACCESS FEES SEPTEMBER 2022		2,708.58
80358	09/22/22	Printed	ROBERT A. GAITHER / GAITHER LOCKS	REPAIRS -STATION 3		285.00
80359	09/22/22	Printed	GATEWAY ENGINEERING, INC.	HUNTSMAN WIDENING, ONGOING SERVICES, CDBG CONSTRUCTION ADMIN		33,478.39
80360	09/22/22	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICES SEPTEMBER 2022 1935 HIGH ST		4,327.00
80361	09/22/22	Printed	DOMINIC GRIJALVA	SPONGEBOB THE MUSICAL PROJECTION DESIGN		500.00
80362	09/22/22	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		390.12
80363	09/22/22	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICE -PD	R	845.13
80364	09/22/22	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER LEASE LATE PAYMENT		521.93
80365	09/22/22	Printed	JLB TRAFFIC ENGINEERING INC	TUTELIAN -SELMA GROVE TRAFFIC ANALYSIS UPDATE		727.00
80366	09/22/22	Printed	JOHNSON CONTROLS SECURITY	ALARM SERVICES 10/1/22-12/31/22		3,748.54
80367	09/22/22	Printed	MENDOCINO AUTO SALES AND	EVIDENCE TOW CASE #22-1335		750.00
80368	09/22/22	Printed	MODIVCARE	AMBULANCE OVERPAYMENT REIMB		346.10
80369	09/22/22	Printed	JACOB MOON	CHOREOGRAPHER FOR CAMP ROCK		300.00
80370	09/22/22	Printed	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES		427.05
80371	09/22/22	Printed	PG&E	UTILITIES -SEPTEMBER 2022		63.62
80372	09/22/22	Printed	PG&E	UTILITIES -SEPTEMBER 2022		145.27
80373	09/22/22	Printed	PG&E	UTILITIES -SEPTEMBER 2022		14.02
80374	09/22/22	Printed	ROSE RANGEL	BILINGUAL TESTING		330.00
80375	09/22/22	Printed	THOMAS R & AIMII REDEMER / REDEME	ZOOT SUIT NEWSPAPER PRINTS		135.59
80376	09/22/22	Printed	RINCON CONSULTANTS, INC.	ZONING ORDINANCE UPDATE 7/1/22-8/31/22		2,660.50
80377	09/22/22	Printed	SANTA MARIA CALIFORNIA NEWS	PH NOTICE 2023/2024 CDBG GRANT	G	150.51
80378	09/22/22	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT OCTOBER 2022	G	8,163.57
80379	09/22/22	Printed	SELMA DISTRICT CHAMBER OF	1ST QUARTER DUES 2022/2023		8,750.00
80380	09/22/22	Printed	GLENDA LEANNE DAWN STEWART	CAMP ROCK SUPPLIES REIMB.		13.07
80381	09/22/22	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION -CH		24.00
80382	09/22/22	Printed	DANIEL VIVEROS / D&G FENCE	NEW FENCE ENCLOSURES BRENTLINGER & SHAFER PARK		4,675.00
80383	09/22/22	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES THROUGH 8/26/22		6,840.00
<b>TOTAL</b>						<b>522,669.92</b>

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

## UNION BANK SUCCESSOR Checks

136	09/15/22	Printed	U.S. BANK	SELMA RDA 2010A BOND		2,585.00
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# US BANK INVOICE FOR CALCARD CHARGES: 7/23/22-8/22/22

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ALEJANDRO ALVAREZ	8/10/2022	SAVEMART	SUPPLIES (CHIEFS GREET AND MEET EVENT)	100-2300-600.250.000	58.38
ALEJANDRO ALVAREZ	8/10/2022	FOOD 4 LESS	SUPPLIES (CHIEFS GREET AND MEET EVENT)	100-2300-600.250.000	32.44
AMY SMART	7/27/2022	AMAZON	NATIONAL NIGHT OUT -ENHANCEMENT	800-0000-121.000.000	300.29
AMY SMART	8/18/2022	CHICAGO PIZZA	SENIOR MEALS	230-4500-600.250.800	228.57
AMY SMART	8/20/2022	AMAZON	EXEC TEAM MEETING SUPPLIES	100-1300-610.920.000	120.54
CALEB GARCIA	7/28/2022	CIRCLE K FRESNO CA	FUEL -ACT	269-2100-600.257.000	86.12
CALEB GARCIA	8/2/2022	STOP N SHOP FRESNO CA	FUEL -ACT	269-2100-600.257.000	92.63
CALEB GARCIA	8/5/2022	ARCO FRESNO CA	FUEL -ACT	269-2100-600.257.000	80.00
CALEB GARCIA	8/10/2022	GULF OIL SANGER CA	FUEL -ACT	269-2100-600.257.000	80.62
CALEB GARCIA	8/11/2022	ARCO SELMA CA	FUEL -ACT	269-2100-600.257.000	23.75
CALEB GARCIA	8/15/2022	VILLA STORE CLOVIS CA	FUEL -ACT	269-2100-600.257.000	94.59
CALEB GARCIA	8/18/2022	CHEVRON FRESNO CA	FUEL -ACT	269-2100-600.257.000	80.00
CASSY FAIN	7/25/2022	76 STATION	FUEL -PUMPS DOWN	701-9200-600.257.000	87.13
CASSY FAIN	7/25/2022	76 STATION	FUEL -PUMPS DOWN	701-9200-600.257.000	75.27
CASSY FAIN	7/25/2022	76 STATION	FUEL -PUMPS DOWN	701-9200-600.257.000	56.05
CASSY FAIN	7/25/2022	76 STATION	FUEL -PUMPS DOWN	701-9200-600.257.000	71.86
CASSY FAIN	7/25/2022	76 STATION	FUEL -PUMPS DOWN	701-9200-600.257.000	70.60
CASSY FAIN	7/25/2022	76 STATION	FUEL -PUMPS DOWN	701-9200-600.257.000	171.08
CASSY FAIN	7/31/2022	XSPECIALIZED BIKE EQUIP	BIKE OFFICER EQUIP	100-2200-600.250.000	119.34
CASSY FAIN	8/17/2022	AMAZON	INVESTIGATIONS EQUIP	100-2100-600.250.000	72.67
CITY OF SELMA FIRE QRT MST	7/22/2022	IN FIRST OUT LAST	TURNOUT GLOVES	100-2525-600.476.000	864.50
CITY OF SELMA FIRE QRT MST	7/29/2022	AMAZON	MDT- MOUNT	100-2525-600.250.000	32.49
CITY OF SELMA FIRE QRT MST	7/30/2022	AMAZON	MDT- MOUNT	100-2525-600.250.000	100.83
CITY OF SELMA FIRE QRT MST	8/1/2022	IN FIRST OUT LAST	TURNOUT GLOVES	100-2525-600.476.000	105.90
CITY OF SELMA FIRE QRT MST	8/2/2022	AMAZON	MDT- MOUNT	100-2525-600.250.000	201.66
CITY OF SELMA FIRE QRT MST	8/7/2022	THE HOME DEPOT	T-111 EQUIPMENT	295-2500-600.250.000	236.11
CITY OF SELMA FIRE QRT MST	8/8/2022	AMAZON	MDT-CONVERTERS	100-2525-600.250.000	124.70
CITY OF SELMA FIRE QRT MST	8/11/2022	WM SUPERCENTER	T-111 ICE CHEST	100-2525-600.250.000	129.09
CITY OF SELMA FIRE QRT MST	8/18/2022	SP HEIMAN FIRE EQUIP	T-111 & E-111 BRASS MOUNTING	295-2500-600.250.000	596.25
CITY OF SELMA SNG RES 1	7/23/2022	STAGE STOP	FUEL	701-9200-600.257.000	28.42
CITY OF SELMA SNG RES 1	8/2/2022	PILOT	FUEL	701-9200-600.257.000	138.20
CITY OF SELMA SNG RES 1	8/11/2022	3/16/1900	FUEL	701-9200-600.257.000	103.25
CITY OF SELMA SNG RES 1	8/11/2022	LOVE'S	FUEL	701-9200-600.257.000	86.00
CITY OF SELMA SNG RES 2	8/2/2022	3/16/1900	FUEL	701-9200-600.257.000	51.02
CITY OF SELMA SNG RES 2	8/2/2022	ARCO	FUEL	701-9200-600.257.000	68.64
CITY OF SELMA SNG RES 2	8/2/2022	CHASE	FUEL	701-9200-600.257.000	61.45
CITY OF SELMA SNG RES 2	8/17/2022	PILOT	FUEL	701-9200-600.257.000	76.71
CITY OF SELMA SNG RES 2	8/17/2022	CIRCLE K	FUEL	701-9200-600.257.000	96.34
CITY OF SELMA STATION 1	7/24/2022	WM SUPERCENTER	E111 & SQ111 MAP BOOKS	100-2525-600.250.000	65.54
CITY OF SELMA STATION 1	8/1/2022	THE HOME DEPOT	STATION WORK BENCH SUPPLIES	100-2525-600.250.000	113.49
CITY OF SELMA STATION 1	8/5/2022	WAL-MART	STATION DRINKS	100-2525-600.250.000	47.87
CITY OF SELMA STATION 1	8/5/2022	THE HOME DEPOT	T-111 MOUNTING ITEMS	100-2525-600.250.000	48.18
CITY OF SELMA STATION 1	8/13/2022	NAPA AUTO PARTS	T-111 10 HOUR SERVICE ITEMS	100-2525-600.250.000	11.92
CITY OF SELMA STATION 1	8/18/2022	THE HOME DEPOT	STATION CHAIR & CORD STRAPS	100-2525-600.250.000	67.47
CITY OF SELMA STATION 1	8/20/2022	THE HOME DEPOT	CHAIR POWER CORDS	100-2525-600.250.000	70.93
CITY OF SELMA STATION 2	7/21/2022	LITTLE CAESARS	PIZZA FOR BIRTHDAY PARTY AT HQ	100-2525-600.250.000	57.41
CITY OF SELMA STATION 2	7/23/2022	WM SUPERCENTER	FRAME FOR MISSION STATEMENT	100-2525-600.250.000	24.67
CITY OF SELMA STATION 2	7/23/2022	THE HOME DEPOT	CAP FOR ENGINE DOOR / HARDWARE	701-9200-600.256.000	31.95

# US BANK INVOICE FOR CALCARD CHARGES: 7/23/22-8/22/22

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CITY OF SELMA STATION 2	7/30/2022	WAL-MART	CLEANING SUPPLIES	100-2525-600.250.000	49.80
CITY OF SELMA STATION 2	7/31/2022	WM SUPERCENTER	CLEANING SUPPLIES	100-2525-600.250.000	72.49
CITY OF SELMA STATION 2	8/14/2022	THE HOME DEPOT	LANDSCAPING	100-2525-600.250.000	76.84
CITY OF SELMA STATION 2	8/17/2022	TRAFFIC SAFETY WAREHOUSE	COLLAPSIBLE CONES	100-2525-600.250.000	91.24
CITY OF SELMA STATION 2	8/17/2022	TRAFFIC SAFETY WAREHOUSE	COLLAPSIBLE CONES	100-2525-600.250.000	91.24
CITY OF SELMA STATION 2	8/20/2022	THE HOME DEPOT	TOOLS FOR STATION 2 & E110	100-2525-600.250.000	76.77
CITY OF SELMA TRAINING DIV	7/28/2022	UNIQUELY YOURS INC	VELCRO PATCHES FOR EMS BAGS	100-2525-600.250.000	72.00
CITY OF SELMA TRAINING DIV	7/29/2022	BOB JOHNSON'S COMPUTERS	TOUGH PAD & ACCESSORIES	111-2500-600.250.000	3,429.69
CITY OF SELMA TRAINING DIV	7/30/2022	BOB JOHNSON'S COMPUTERS	ADAPTER FOR TOUGH PAD	100-2525-600.250.000	123.00
CITY OF SELMA TRAINING DIV	8/12/2022	NAPA AUTO PARTS	TRANSMISSION FLUID	701-9200-600.256.000	21.46
CITY OF SELMA TRAINING DIV	8/12/2022	SQ MIRROR FINISH	SHAMMY, FOAM & SEALANT	100-2525-600.250.000	172.49
CITY OF SELMA TRAINING DIV	8/12/2022	THE HOME DEPOT	SUPPLIES-HOSE, VELCRO, UTILITY CART	100-2525-600.250.000	349.88
DEBBIE GOMEZ	7/26/2022	LYNN PEAVEY COMPANY	EVIDENCE ITEMS	100-2100-600.100.000	344.04
DEBBIE GOMEZ	7/29/2022	AMAZON	OFFICE SUPPLIES/EVIDENCE	100-2100-600.100.000	59.44
DEBBIE GOMEZ	8/8/2022	AMAZON	OFFICE SUPPLIES	100-2100-600.100.000	156.58
DEBBIE GOMEZ	8/18/2022	AMAZON	OFFICE SUPPLIES/USB -MONITOR STANDS	100-2100-600.100.000	207.32
DEBBIE GOMEZ	8/19/2022	AMAZON	OFFICE SUPPLIES/DISPATCH	100-2100-600.100.000	63.95
EMS DIVISION 550	7/24/2022	FOOD 4 LESS	STATION SUPPLIES	600-2600-600.250.000	37.37
EMS DIVISION 550	8/8/2022	ARCADIA SINCLAIR	FUEL	701-9200-600.257.000	87.48
EMS DIVISION 551	8/6/2022	WM SUPERCENTER	CLEANING SUPPLIES	600-2600-600.250.000	35.21
EMS DIVISION 551	8/10/2022	VALERO	FUEL	701-9200-600.257.000	88.71
EMS DIVISION 551	8/15/2022	WM SUPERCENTER	WATER/ GATORADE	600-2600-600.250.000	16.84
EMS DIVISION 551	8/16/2022	THE HOME DEPOT	STATION EQUIPMENT	600-2600-600.250.000	38.25
EMS DIVISION 551	8/20/2022	CHEVRON	FUEL	701-9200-600.257.000	96.45
EMS DIVISION 551	8/21/2022	CIRCLE K	FUEL	701-9200-600.257.000	51.08
EMS DIVISION 552	7/28/2022	SHELL OIL	FUEL	701-9200-600.257.000	87.19
EMS DIVISION 552	7/31/2022	WM SUPERCENTER	WATER	600-2600-600.250.000	14.72
EMS DIVISION 552	8/4/2022	NELSON'S ACE HARDWARE	STATION EQUIPMENT	600-2600-600.250.000	6.49
EMS DIVISION 552	8/9/2022	WAL-MART	WATER	600-2600-600.250.000	62.46
EMS DIVISION 552	8/9/2022	NELSON'S ACE HARDWARE	VEHICLE SOAP	600-2600-600.250.000	7.58
EMS DIVISION 553	7/28/2022	NELSON'S ACE HARDWARE	SUPPLIES	600-2600-600.250.000	26.65
EMS DIVISION 553	8/10/2022	CHEVRON	FUEL	701-9200-600.257.000	144.77
EMS DIVISION 553	8/16/2022	SHELL OIL	FUEL	701-9200-600.257.000	129.22
EMS DIVISION 553	8/21/2022	CIRCLE K	FUEL	701-9200-600.257.000	105.66
FABIAN URESTI	7/26/2022	DPH EMERGENCY MEDICAL	FRESNO COUNTY PARAMEDIC RECERT	600-2600-610.917.000	48.00
FABIAN URESTI	8/3/2022	AMAZON	EMS SUPPLIES	600-2600-600.250.000	22.12
FERNANDO MORAN	7/25/2022	MIRROR FINISH POLISHES	CAR WASH SUPPLIES-PARKS	100-5300-600.250.000	37.97
FERNANDO MORAN	7/25/2022	MIRROR FINISH POLISHES	CAR WASH SUPPLIES-STREETS	210-5400-600.250.000	37.97
FERNANDO MORAN	7/25/2022	MIRROR FINISH POLISHES	CAR WASH SUPPLIES-BLDGS	702-9300-600.250.000	37.97
FERNANDO MORAN	7/28/2022	NELSON'S ACE HARDWARE	ROUNDUP - LLMD'S	220-5300-600.250.000	130.16
FERNANDO MORAN	7/28/2022	HOME DEPOT	9V BATTERIES - PARKS	100-5300-600.250.000	33.74
FERNANDO MORAN	7/28/2022	HOME DEPOT	TROWELS - PARKS	100-5300-600.305.000	9.98
FERNANDO MORAN	7/28/2022	HOME DEPOT	FLOWERS- DOWNTOWN FLOWERBEDS -STREETS	210-5400-600.250.000	76.34
FERNANDO MORAN	7/30/2022	NAPA AUTO PARTS	WORK LIGHTS-PARKS	100-5300-600.305.000	89.46
FERNANDO MORAN	8/1/2022	HOME DEPOT	FLOWER FOR DOWNTOWN FLOWERBEDS -STREETS	210-5400-600.250.000	60.88
FERNANDO MORAN	8/2/2022	NELSON'S ACE HARDWARE	FLOWER FOR DOWNTOWN FLOWERBEDS -STREETS	210-5400-600.250.000	35.09
FERNANDO MORAN	8/4/2022	HOME DEPOT	ROUNDUP -PARKS	100-5300-600.250.000	90.40
FERNANDO MORAN	8/4/2022	HOME DEPOT	ROUNDUP - STREETS	210-5400-600.250.000	90.40

# US BANK INVOICE FOR CALCARD CHARGES: 7/23/22-8/22/22

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
FERNANDO MORAN	8/4/2022	HOME DEPOT	ROUNDUP - LLMD'S	220-5300-600.250.000	90.40
FERNANDO MORAN	8/4/2022	HOME DEPOT	SOCKET ADAPTER SET/4PC CUTTING SET	100-5300-600.305.000	38.44
FERNANDO MORAN	8/4/2022	HOME DEPOT	FLOWERS FOR DOWNTOWN FLOWERBEDS -STREETS	210-5400-600.250.000	85.63
FERNANDO MORAN	8/10/2022	NELSON'S ACE HARDWARE	PINE SOL - BLDGS	702-9300-600.250.000	16.26
FERNANDO MORAN	8/15/2022	NELSON'S ACE HARDWARE	CLOSET AUGER - PARKS	100-5300-600.305.000	36.34
FERNANDO MORAN	8/15/2022	NELSON'S ACE HARDWARE	CLOSET AUGER - BLDGS	702-9300-600.305.000	36.34
FERNANDO MORAN	8/15/2022	NELSON'S ACE HARDWARE	1 GAL COOLER - PARKS	100-5300-600.250.000	23.84
FERNANDO MORAN	8/15/2022	HOME DEPOT	BENDER BOARD/LUMBER -SIDEWALK REPAIRS	210-5400-600.250.000	10.92
FERNANDO MORAN	8/16/2022	NAPA AUTO PARTS	WORK LIGHTS - TRUCK 718	100-5300-600.305.000	29.82
FERNANDO SANTILLAN	7/28/2022	G'S RISTORANTE ITALIANO	LUNCH MEETING - M. KIRCHNER	100-1300-610.920.000	37.67
FERNANDO SANTILLAN	8/8/2022	G'S RISTORANTE ITALIANO	EXECUTIVE TEAM MEETING -EMILY BOYD	100-1300-610.920.000	206.88
FERNANDO SANTILLAN	8/16/2022	MAX'S BRUNCH HOUSE CAFÉ	LUNCH MEETING - A. SMART	100-1300-610.920.000	35.88
FERNANDO SANTILLAN	8/21/2022	LINKEDIN	SUBSCRIPTION	100-1300-610.900.000	139.99
GEORGE SIPIN	7/21/2022	FAHRNEY FORD	SERVICE COOLANT LEAK-RT#187	603-5500-600.400.000	1,826.81
GEORGE SIPIN	7/22/2022	ARMANDO'S SMOG	SMOG RT#164	603-5500-600.400.000	80.00
GEORGE SIPIN	7/22/2022	ARMANDO'S SMOG	SMOG RT#157	603-5500-600.400.000	80.00
GEORGE SIPIN	7/25/2022	NVB EQUIPMENT	LOW/HIGH PRESSURE VALVES-STOCK	603-5500-600.256.000	1,276.12
GEORGE SIPIN	7/25/2022	NAPA AUTO PARTS	SERPENTINE BELTS - STOCK	603-5500-600.256.000	233.32
GEORGE SIPIN	7/26/2022	O'REILLY AUTO PARTS	THERMOSTAT/WATER PUMP-STOCK	603-5500-600.256.000	170.43
GEORGE SIPIN	7/26/2022	O'REILLY AUTO PARTS	BATTERIES - STOCK	603-5500-600.256.000	333.66
GEORGE SIPIN	7/26/2022	WALMART	WEBCAM/HEADPHONES	603-5500-600.250.000	254.84
GEORGE SIPIN	7/26/2022	O'REILLY AUTO PARTS	CORE RETURN	603-5500-600.256.000	(22.00)
GEORGE SIPIN	7/26/2022	BLACKSTONE CHEVROLET	OIL COOLER LINES-STOCK	603-5500-600.256.000	184.17
GEORGE SIPIN	7/27/2022	TNT TOWING LLC	TOW RT#171-SANGER TO SELMA	603-5500-600.400.000	507.00
GEORGE SIPIN	7/27/2022	NAPA AUTO PARTS	PUMP FOR PORTA COOL	603-5500-600.256.000	237.52
GEORGE SIPIN	7/27/2022	O'REILLY AUTO PARTS	ALTERNATORS -STOCK	603-5500-600.256.000	661.70
GEORGE SIPIN	7/27/2022	O'REILLY AUTO PARTS	ATTACH/MOLDING TAPE - STOCK	603-5500-600.256.000	27.51
GEORGE SIPIN	7/27/2022	O'REILLY AUTO PARTS	HOSE CLAMPS - STOCK	603-5500-600.256.000	14.97
GEORGE SIPIN	7/27/2022	AMAZON	TABLET PROTECTORS	603-5500-600.250.000	477.18
GEORGE SIPIN	7/28/2022	O'REILLY AUTO PARTS	WATER PUMP/THERMOSTAT/BATTERY	603-5500-600.256.000	759.30
GEORGE SIPIN	7/28/2022	HOME DEPOT	BUCKETS/MOPS/FAN-SHOP SUPPLIES	603-5500-600.250.000	271.42
GEORGE SIPIN	7/29/2022	O'REILLY AUTO PARTS	MICRO-V BELTS - STOCK	603-5500-600.256.000	117.24
GEORGE SIPIN	7/29/2022	BLACKSTONE CHEVROLET	HEADLAMPS - STOCK	603-5500-600.256.000	485.49
GEORGE SIPIN	7/29/2022	AL STAR GLASS	INSTALLED WINDSHIELD - RT #161	603-5500-600.400.000	333.85
GEORGE SIPIN	8/1/2022	LES SCHWAB TIRES	REPLACED BALL JOINTS/ALIGNMENT - RT#158	603-5500-600.400.000	1,316.65
GEORGE SIPIN	8/1/2022	O'REILLY AUTO PARTS	AIR FILTERS - STOCK	603-5500-600.256.000	53.56
GEORGE SIPIN	8/2/2022	FRONTIER FASTENER	INSULATED CONNECTORS/NUTS-STOCK	603-5500-600.256.000	35.32
GEORGE SIPIN	8/2/2022	O'REILLY AUTO PARTS	RESISTORS - STOCK	603-5500-600.256.000	98.37
GEORGE SIPIN	8/2/2022	LES SCHWAB TIRES	INSTALLED NEW TIRES - RT#201	603-5500-600.400.000	1,655.16
GEORGE SIPIN	8/3/2022	NVB EQUIPMENT	PAN CAKE FAN BOXES-STOCK	603-5500-600.256.000	524.76
GEORGE SIPIN	8/4/2022	NAPA AUTO PARTS	ELECTRICAL MOTOR FOR COOLER	603-5500-600.256.000	712.64
GEORGE SIPIN	8/4/2022	O'REILLY AUTO PARTS	PAG OIL - STOCK	603-5500-600.256.000	24.84
GEORGE SIPIN	8/5/2022	O'REILLY AUTO PARTS	TECH TRAINING	603-5500-610-920-000	94.95
GEORGE SIPIN	8/8/2022	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,103.44
GEORGE SIPIN	8/8/2022	O'REILLY AUTO PARTS	AIR FILTERS - STOCK	603-5500-600.256.000	42.19
GEORGE SIPIN	8/8/2022	AMAZON	TABLET PROTECTORS	603-5500-600.250.000	40.63
GEORGE SIPIN	8/8/2022	BLACKSTONE CHEVROLET	HOSES - STOCK	603-5500-600.256.000	368.35

October 3, 2022 Council Packet

S:\Finance\CALCARD\CALCARD 2022-2023\2022 08 CALCARD.xlsx

# US BANK INVOICE FOR CALCARD CHARGES: 7/23/22-8/22/22

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	8/8/2022	NAPA AUTO PARTS	DISC PADS/OIL FILTERS - STOCK	603-5500-600.256.000	701.18
GEORGE SIPIN	8/9/2022	NVB EQUIPMENT	TM21 COMPRESSORS	603-5500-600.256.000	1,210.27
GEORGE SIPIN	8/9/2022	LES SCHWAB TIRES	INSTALL NEW TIRES - RT#169	603-5500-600.400.000	1,655.16
GEORGE SIPIN	8/9/2022	TRUCKPRO LLC	SPLICER/TUBING-STOCK	603-5500-600.256.000	18.44
GEORGE SIPIN	8/9/2022	ARMANDO'S SMOG	SMOG - RT#170	603-5500-600.400.000	80.00
GEORGE SIPIN	8/9/2022	ARMANDO'S SMOG	SMOG - RT#167	603-5500-600.400.000	80.00
GEORGE SIPIN	8/9/2022	BLACKSTONE CHEVROLET	INSULATORS - STOCK	603-5500-600.256.000	189.70
GEORGE SIPIN	8/9/2022	NAPA AUTO PARTS	POWER STEERING PUMP - STOCK	603-5500-600.256.000	169.23
GEORGE SIPIN	8/10/2022	FLEETPRIDE	AIR FILTERS FOR EL DORADO'S	603-5500-600.256.000	624.26
GEORGE SIPIN	8/10/2022	VALLEY TRANSPORT REFRIGERATION	INSTALLED FREON GAUGES-RT#204	603-5500-600.400.000	426.25
GEORGE SIPIN	8/10/2022	O'REILLY AUTO PARTS	TECH TRAINING	603-5500-610.920.000	94.95
GEORGE SIPIN	8/10/2022	O'REILLY AUTO PARTS	HOSE CLAMPS - STOCK	603-5500-600.256.000	13.45
GEORGE SIPIN	8/10/2022	TNT TOWING LLC	TOW RT#157 KERMAN TO SELMA	603-5500-600.400.000	515.62
GEORGE SIPIN	8/10/2022	ARMANDO'S SMOG	SMOG RT#175	603-5500-600.400.000	80.00
GEORGE SIPIN	8/10/2022	NAPA AUTO PARTS	BATTERY - STOCK	603-5500-600.256.000	263.00
GEORGE SIPIN	8/10/2022	HOME DEPOT	FLOOR FAN-SHOP	603-5500-600.250.000	178.92
GEORGE SIPIN	8/11/2022	AMAZON	TABLET CASES	603-5500-600.250.000	292.80
GEORGE SIPIN	8/11/2022	VALLEY TRANSPORT REFRIGERATION	SERVICE EVAP COILS/INSTALL FREON-RT#207	603-5500-600.400.000	627.47
GEORGE SIPIN	8/11/2022	NELSON'S ACE HARDWARE	KEYS TO AUTO GATE LIFT MASTER	603-5500-600.250.000	19.46
GEORGE SIPIN	8/12/2022	NAPA AUTO PARTS	BATTERY - STOCK	603-5500-600.256.000	450.57
GEORGE SIPIN	8/15/2022	ARMANDO'S SMOG	SMOG - RT#181	603-5500-600.400.000	80.00
GEORGE SIPIN	8/15/2022	FRONTIER FASTENER	NUTS & BOLTS - STOCK	603-5500-600.256.000	55.58
GEORGE SIPIN	8/15/2022	NPI/RAM MOUNTS	TABLET HOLDERS	603-5500-600.250.000	247.45
GEORGE SIPIN	8/16/2022	O'REILLY AUTO PARTS	STARTER - STOCK	603-5500-600.256.000	137.14
GEORGE SIPIN	8/17/2022	O'REILLY AUTO PARTS	WHEEL SEALS - STOCK	603-5500-600.256.000	29.66
GEORGE SIPIN	8/17/2022	O'REILLY AUTO PARTS	HOSE CLAMPS/BATTERY/WIPER FLUID	603-5500-600.256.000	639.08
GEORGE SIPIN	8/18/2022	O'REILLY AUTO PARTS	CORE RETURN	603-5500-600.256.000	(22.00)
GEORGE SIPIN	8/18/2022	VALLEY TRANSPORT REFRIGERATION	SERVICE EVAP COILS -RT#208	603-5500-600.400.000	2,095.50
GEORGE SIPIN	8/18/2022	O'REILLY AUTO PARTS	RELAYS - STOCK	603-5500-600.256.000	106.27
GEORGE SIPIN	8/18/2022	NELSON'S ACE HARDWARE	HOSE/GLOVES/NOZZLE-SHOP SUPPLIES	603-5500-600.250.000	139.15
GEORGE SIPIN	8/18/2022	BLACKSTONE CHEVROLET	SEALS - STOCK	603-5500-600.256.000	121.01
GEORGE SIPIN	8/19/2022	WALMART	BINDERS/DIVIDERS	603-5500-600.250.000	9.75
JESUS HERNANDEZ	7/27/2022	NELSON'S ACE HARDWARE	PADLOCKS-BLDGS	702-9300-600.250.000	24.88
JESUS HERNANDEZ	7/27/2022	NELSON'S ACE HARDWARE	PADLOCKS-FLEET	701-9200-600.250.000	24.88
JESUS HERNANDEZ	7/27/2022	HOME DEPOT	ROUND UP	210-5400-600.250.000	135.59
JESUS HERNANDEZ	7/28/2022	VULCAN MATERIALS	COLD MIX	210-5400-600.250.000	484.06
JESUS HERNANDEZ	7/28/2022	NELSON'S ACE HARDWARE	ROUND UP	210-5400-600.250.000	130.16
JESUS HERNANDEZ	7/28/2022	NELSON'S ACE HARDWARE	METAL CUTOFF - TOOL	210-5400-600.305.000	12.98
JESUS HERNANDEZ	7/30/2022	HARBOR FREIGHT	1/4 N STEEL STAMPING	210-5400-600.305.000	16.19
JESUS HERNANDEZ	8/1/2022	NELSON'S ACE HARDWARE	KEYS, HARDWARE - FLEET	701-9200-600.250.000	23.56
JESUS HERNANDEZ	8/1/2022	HOME DEPOT	BALL PEEN HAMMER	210-5400-600.305.000	16.24
JESUS HERNANDEZ	8/5/2022	NELSON'S ACE HARDWARE	PADLOCKS-STREETS	210-5400-600.250.000	48.44
JESUS HERNANDEZ	8/5/2022	NELSON'S ACE HARDWARE	PADLOCKS/CHAIN COIL-PARKS	100-5300-600.250.000	33.42
JESUS HERNANDEZ	8/5/2022	NELSON'S ACE HARDWARE	SINGLE HINGES-BLDGS REPAIRS	702-9300-600.370.000	9.64
JESUS HERNANDEZ	8/11/2022	NELSON'S ACE HARDWARE	PADLOCKS, GLUE, CHAIN COILS-BLDGS	702-9300-600.250.000	33.25
JESUS HERNANDEZ	8/15/2022	MIRROR FINISH POLISHES	BE LEVEL BRUSH/POLE STICK	210-5400-600.305.000	37.97
JESUS HERNANDEZ	8/15/2022	NELSON'S ACE HARDWARE	WASP/HORNET FILLER -PARKS	100-5300-600.250.000	2.71

October 3, 2022 Council Packet

S:\Finance\CALCARD\CALCARD 2022-2023\2022 08 CALCARD.xlsx

# US BANK INVOICE FOR CALCARD CHARGES: 7/23/22-8/22/22

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JESUS HERNANDEZ	8/15/2022	NELSON'S ACE HARDWARE	COAX ADAPTER/CONNECTOR-BRENTLINGER RESTROOMS REPAIRS	702-9300-600.370.000	11.30
JESUS HERNANDEZ	8/17/2022	WORLD'S BEST GRAFFITI	STONE & MASONRY GRAFFITI REMOVER	100-5300-600.250.000	99.31
JESUS HERNANDEZ	8/17/2022	WORLD'S BEST GRAFFITI	STONE & MASONRY GRAFFITI REMOVER	210-5400-600.250.000	99.31
JESUS HERNANDEZ	8/17/2022	WORLD'S BEST GRAFFITI	STONE & MASONRY GRAFFITI REMOVER	702-9300-600.250.000	99.32
JESUS HERNANDEZ	8/17/2022	HOME DEPOT	PLIERS SETS	210-5400-600.305.000	53.76
JESUS HERNANDEZ	8/17/2022	HOME DEPOT	RUBBER BOOTS	210-5400-600.300.000	57.87
JESUS HERNANDEZ	8/17/2022	HOME DEPOT	BUCKET/SLIP HOOKS/GLOVES/BRUSH	210-5400-600.250.000	62.53
JESUS HERNANDEZ	8/18/2022	NELSON'S ACE HARDWARE	CHAIN COIL-OLD PD REPAIRS	702-9300-600.370.000	9.96
JESUS HERNANDEZ	8/19/2022	NELSON'S ACE HARDWARE	RUBBER Mallet/HAMMER/LOPPER	210-5400-600.305.000	76.76
JESUS HERNANDEZ	8/19/2022	NELSON'S ACE HARDWARE	CUT KEYS-BLDGS	702-9300-600.250.000	22.73
JESUS HERNANDEZ	8/19/2022	NELSON'S ACE HARDWARE	LATCHES/BRACES-SHAFER PARK CONCESSION REPAIRS	702-9300-600.370.000	37.07
JOHNNIE CERDA	7/25/2022	76 QUICK STOP	GAS FOR POLICE VEHICLE	701-9200-600.257.000	77.00
JOHNNIE CERDA	7/25/2022	76 CAL FRESNO	GAS FOR POLICE VEHICLE	701-9200-600.257.000	143.76
JOHNNIE CERDA	7/27/2022	TRACTOR SUPPLY	TARP COVER FOR K9 KENNEL	800-0000-121.000.000	195.03
JOHNNIE CERDA	8/14/2022	TRAINING AND CONSULTING	LEGAL TRAINING CLASS FOR K9 OFFICERS	100-2200-610.915.000	550.00
JOHNNIE CERDA	8/17/2022	TRACTOR SUPPLY	POLICE K9 DOG FOOD	100-2200-600.250.000	91.00
JOHNNIE CERDA	8/21/2022	WALMART	LOCK FOR KENNEL	100-2200-600.250.000	7.55
JUSTIN HOLT	7/23/2022	76 GAS STATION	FUEL FOR OFFICER MCPHERSON (1001) OFFICER CARRASCO	701-9200-600.457.000	107.55
JUSTIN HOLT	8/5/2022	USPS	RETURN DISPATCHER TEST	100-2200-600.250.000	12.60
KELLI TELLEZ	7/25/2022	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	35.91
KELLI TELLEZ	7/26/2022	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	108.60
KELLI TELLEZ	7/26/2022	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	75.92
KELLI TELLEZ	7/28/2022	USPS	STAMPS	100-1600-600.100.000	62.10
MIKAL KIRCHNER	7/26/2022	FRESNO ECONOMIC OPPORTUNITIES C	SENIOR MEALS	230-4500-600.250.800	2,004.82
MIKAL KIRCHNER	7/26/2022	FRESNO ECONOMIC OPPORTUNITIES C	SENIOR MEALS	230-4500-600.250.800	1,816.25
MIKAL KIRCHNER	7/26/2022	FRESNO ECONOMIC OPPORTUNITIES C	SENIOR MEALS	230-4500-600.250.800	1,915.50
MIKAL KIRCHNER	7/30/2022	AMAZON	RETIRED -UNABLE TO OBTAIN RECEIPT	100-4100-600.250.000	16.26
NESTOR GALVAN	7/21/2022	NAPA AUTO PARTS	OIL AND SLUDGE FLUID	701-9200-600.254.000	976.26
NESTOR GALVAN	7/22/2022	THE HOME DEPOT	PARTS FOR ICE MACHINE	701-9200-600.250.000	5.88
NESTOR GALVAN	7/25/2022	3/16/1900	FUEL	701-9200.600.257.000	175.00
NESTOR GALVAN	7/25/2022	3/16/1900	FUEL	701-9200.600.257.000	175.00
NESTOR GALVAN	7/25/2022	3/16/1900	FUEL	701-9200.600.257.000	170.51
NESTOR GALVAN	7/25/2022	O' REILLY AUTO PARTS	SHOP PARTS	701-9200-600.305.000	128.72
NESTOR GALVAN	7/25/2022	CAMACHO TIRES	TIRE INSTALL & DISPOSAL	701-9200-600.255.000	270.00
NESTOR GALVAN	7/25/2022	GIBBS INTERNATIONAL	PARTS FOR UNIT #8510	701-9200-600.256.000	1,749.32
NESTOR GALVAN	7/26/2022	NELSON'S ACE HARDWARE	FILTER, CHAIN SPROCKET, ROPE GUIDE & LAP BELT	701-9200-600.375.000	156.04
NESTOR GALVAN	7/26/2022	CAMACHO TIRES	TIRE REPAIR	701-9200-600.255.000	20.00
NESTOR GALVAN	7/26/2022	TOYOTA OF SELMA	FILTER & OIL SERVICE- UNIT 318	701-9200-600.457.000	305.39
NESTOR GALVAN	7/27/2022	O' REILLY AUTO PARTS	NEW A/C COMPRESS - UNIT #1000	701-9200-600.256.000	366.17
NESTOR GALVAN	7/27/2022	O' REILLY AUTO PARTS	TENSIONER	701-9200-600.305.000	111.90
NESTOR GALVAN	7/27/2022	SWANSON FAHRNEY FORD	CHECK & REPAIR OF WATER PUMP- UNIT 199	701-9200-600.457.000	680.04
NESTOR GALVAN	7/28/2022	NELSON'S ACE HARDWARE	REPAIR OF EXMARK & EDGER POWER TRIMMERS- UNIT 3208 & 4	701-9200-600.375.000	1,116.90
NESTOR GALVAN	7/28/2022	NELSON'S ACE HARDWARE	HEDGER & TRIMMER PARTS	701-9200-600.375.000	321.44
NESTOR GALVAN	7/28/2022	NELSON'S ACE HARDWARE	PARTS	701-9200-600.256.000	191.77
NESTOR GALVAN	7/28/2022	NAPA AUTO PARTS	PARTS / SMALL TOOLS- UNIT 8510	701-9200-600.305.000	16.03
NESTOR GALVAN	7/29/2022	NAPA AUTO PARTS	AIR FILTER- UNIT 1605	701-9200-600.305.000	66.99
NESTOR GALVAN	7/29/2022	CAMACHO TIRES	TIRE REPAIR	701-9200-600.255.000	25.00



# US BANK INVOICE FOR CALCARD CHARGES: 7/23/22-8/22/22

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	8/2/2022	TIFCO INDUSTRIES	STEEL PIPE FITTING	701-9200-600.250.000	52.33
NESTOR GALVAN	8/2/2022	O' REILLY AUTO PARTS	WIPER BLADES- UNIT 194	701-9200-600.256.000	57.58
NESTOR GALVAN	8/2/2022	CAMACHO TIRES	TIRE REPAIR- UNIT 195	701-9200-600.255.000	25.00
NESTOR GALVAN	8/2/2022	QUINN PARTS	PARTS FOR CITY HALL GENERATOR	701-9200-600.375.000	796.67
NESTOR GALVAN	8/3/2022	O' REILLY AUTO PARTS	PARTS- CORE RETURN	701-9200-600.256.000	(10.00)
NESTOR GALVAN	8/3/2022	O' REILLY AUTO PARTS	BATTERY & CORE FEE- UNIT 3208	701-9200-600.256.000	68.72
NESTOR GALVAN	8/3/2022	O' REILLY AUTO PARTS	IRIDIUM & MANIFOLD SET- UNIT229	701-9200-600.256.000	89.21
NESTOR GALVAN	8/3/2022	O' REILLY AUTO PARTS	SMALL TOOLS- CALIPER	701-9200-600.305.000	15.16
NESTOR GALVAN	8/3/2022	NAPA AUTO PARTS	OXYGEN SENSOR- UNIT 277	701-9200-600.256.000	78.31
NESTOR GALVAN	8/4/2022	O' REILLY AUTO PARTS	HVAC ACTUATOR- UNIT 277	701-9200-600.256.000	32.54
NESTOR GALVAN	8/4/2022	O' REILLY AUTO PARTS	TRAINING-MODERN HVAC	701-9200-610.915.000	94.95
NESTOR GALVAN	8/4/2022	FUTURE FORD OF CLOVIS	CONTROL & FAN- UNIT 184	701-9200-600.256.000	310.19
NESTOR GALVAN	8/4/2022	GIBBS INTERNATIONAL	CORE RETURN	701-9200-600.256.000	(270.88)
NESTOR GALVAN	8/5/2022	QUINN PARTS	CORE RETURN	701-9200-600.256.000	(43.39)
NESTOR GALVAN	8/8/2022	NELSON'S ACE HARDWARE	OIL	701-9200-600.254.000	143.77
NESTOR GALVAN	8/9/2022	O' REILLY AUTO PARTS	SHOP PARTS	701-9200-600.250.000	3.56
NESTOR GALVAN	8/9/2022	FAST UNDERCAR	PARTS FOR UNIT #187	701-9200-600.256.000	917.74
NESTOR GALVAN	8/9/2022	CAMACHO TIRES	TIRE INSTALL & DISPOSAL- UNIT 187	701-9200-600.255.000	120.00
NESTOR GALVAN	8/10/2022	SELMA LES SCHWAB	ALIGNMENT & WHEEL SPIN BALANCE- UNIT 593	701-9200-600.457.000	1,333.23
NESTOR GALVAN	8/10/2022	CAMACHO TIRES	GRACO LINE DRIVER	701-9200-600.256.000	140.00
NESTOR GALVAN	8/10/2022	NAPA AUTO PARTS	GASKET SET & SPARK PLUGS- UNIT 199	701-9200-600.256.000	137.51
NESTOR GALVAN	8/12/2022	FLEETPRIDE	FLANGE & CORE RETURN	701-9200-600.256.000	(1,601.09)
NESTOR GALVAN	8/12/2022	O' REILLY AUTO PARTS	CAPSULE & AIR FILTER- UNIT 8511	701-9200-600.256.000	127.50
NESTOR GALVAN	8/12/2022	O' REILLY AUTO PARTS	CAPSULES UNIT 8511	701-9200-600.256.000	68.90
NESTOR GALVAN	8/15/2022	O' REILLY AUTO PARTS	ENGINE MOUNT- UNIT 721	701-9200-600.256.000	51.68
NESTOR GALVAN	8/15/2022	SELMA LES SCHWAB	ALIGNMENT & WHEEL SPIN BALANCE- UNIT 718	701-9200-600.457.000	774.86
NESTOR GALVAN	8/16/2022	EAST BAY TIRE	SERVICE, DISMOUNT, MOUNT & DISPOSAL FEE- UNIT 8503	701-9200-600.457.000	1,106.90
NESTOR GALVAN	8/17/2022	TIFCO INDUSTRIES	RETRACTABLE REEL POWER CORD	701-9200-600.305.000	224.49
NESTOR GALVAN	8/17/2022	O' REILLY AUTO PARTS	BATTERY & CORE FEE- UNIT 313	701-9200-600.256.000	144.41
NESTOR GALVAN	8/17/2022	O' REILLY AUTO PARTS	PARTS FOR UNIT 224	701-9200-600.256.000	200.66
NESTOR GALVAN	8/17/2022	SWANSON FAHRNEY FORD	SHOCKS- UNIT 199	701-9200-600.256.000	1,031.32
NESTOR GALVAN	8/18/2022	SELMA LES SCHWAB	ALIGNMENT , BALANCE -UNIT 313	701-9200-600.457.000	477.34
NESTOR GALVAN	8/18/2022	QUINN PARTS	SEAL, GASKET, COMPRESSOR & CORE DEPOSIT- UNIT 8508	701-9200-600.256.000	3,581.53
NESTOR GALVAN	8/19/2022	QUINN PARTS	RETURN FOR BACKORDER OF PARTS	701-9200-600.256.000	(289.64)
NESTOR GALVAN	8/19/2022	KIMBALL MIDWEST	WHEEL FOR BLOWERS	701-9200-600.305.000	65.06
NESTOR GALVAN	8/19/2022	O' REILLY AUTO PARTS	FILTER & HOSE FOR DUI TRAILER	701-9200-600.256.000	26.73
NICOLETTE ANDERSEN	7/22/2022	SIGNUPGENIUS	AUDITION SIGN UP PLATFORM	605-4300-600.400 .000	24.99
NICOLETTE ANDERSEN	7/22/2022	FASTSIGNS	MOANA LOBBY SIGNS	100-4300-600.250.000	46.47
NICOLETTE ANDERSEN	7/24/2022	WALGREENS	MOANA JR SHOW SUPPLIES LIQUID BAND FOR MICS	100-4300-600.250.000	18.96
NICOLETTE ANDERSEN	7/24/2022	WALMART	MOANA JR SHOW SUPPLIES	100-4300-600.250.000	19.76
NICOLETTE ANDERSEN	7/24/2022	SAVEMART	MOANA JR SUPPLIES	100-4300-600.250.000	45.40
NICOLETTE ANDERSEN	7/25/2022	WALMART	MOANA JR SUPPLIES	100-4300-600.250.000	28.72
NICOLETTE ANDERSEN	7/27/2022	BATTERIES PLUS	MOANA JR BATTERIES	100-4300-600.250.000	61.15
NICOLETTE ANDERSEN	7/27/2022	PARTY CITY	MOANA JR RAFFLE TICKETS	100-4300-600.250.000	17.27
NICOLETTE ANDERSEN	7/28/2022	WALMART	MOANA JR CAST PHOTOS	100-4300-600.250.000	155.47
NICOLETTE ANDERSEN	7/30/2022	WALGREENS	MOANA JR CAST PARTY SUPPLIES	100-4300-600.250.000	64.87
NICOLETTE ANDERSEN	7/30/2022	WALMART	MOANA JR SNACK BAR SUPPLIES	100-4300-600.250.000	94.44
NICOLETTE ANDERSEN	8/1/2022	WALGREENS	MOANA JR CAST PHOTOS	100-4300-600.250.000	64.87

# US BANK INVOICE FOR CALCARD CHARGES: 7/23/22-8/22/22

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	8/1/2022	LITTLE CAESARS	MOANA JR CAST PARTY	100-4300-600.250.000	132.12
NICOLETTE ANDERSEN	8/3/2022	CONCORD THEATRICALS CORP.	SHE KILLS MONSTERS PERFORMANCE RIGHTS	605-4300-656.540.047	1,803.57
NICOLETTE ANDERSEN	8/10/2022	AMAZON PRIME	PRIME MEMBERSHIP	100-4300-600.400.000	16.26
NICOLETTE ANDERSEN	8/12/2022	AMAZON	CAMP ROCK PROPS & COSTUME SUPPLIES	605-4300-656.540.043	78.04
NICOLETTE ANDERSEN	8/15/2022	AMAZON	MOANA JR COSTUME ACCESSORIES	100-4300-600.250.000	21.68
NICOLETTE ANDERSEN	8/15/2022	KENMARK INC	CAMP ROCK BACKDROP RENTAL	605-4300-656.540.043	938.00
NICOLETTE ANDERSEN	8/15/2022	THE HOME DEPOT	CAMP ROCK SET SUPPLIES	605-4300-656.540.043	108.73
NICOLETTE ANDERSEN	8/16/2022	AMAZON	MOANA JR COSTUME CREDIT	100-4300-600.250.000	(61.85)
NICOLETTE ANDERSEN	8/17/2022	DRAMATISTS PLAY SERV	OEDIPUS EL REY PERFORMANCE RIGHTS	605-4300-656.540.046	1,509.55
NICOLETTE ANDERSEN	8/19/2022	AMAZON	BATTERIES FOR CAMP ROCK & PROPS	605-4300-656.540.043	134.38
NICOLETTE ANDERSEN	8/21/2022	AMAZON	BATTERIES FOR CAMP ROCK	605-4300-656.540.043	206.70
POLICE DEPT NO 1	7/24/2022	PETCO	K9 BEN'S FOOD AND MEDICATION	100-2200-600.250.000	69.33
POLICE DEPT NO 1	7/25/2022	76 STATION	GAS FOR UNIT 187	701-9200-600.257.000	49.01
POLICE DEPT NO 2	8/13/2022	AMAZON	ACOUSTIC PANELS/LOBBY	100-2200-600.250.000	388.21
RECREATION DEPT	7/22/2022	SAL'S MEXICAN RESTAURANT	SR. CENTER LUNCH	230-4500-600.250.800	143.05
RECREATION DEPT	7/23/2022	SMART AND FINAL	SR. CENTER BREAKFAST ITEMS	230-4500-600.250.800	172.64
RECREATION DEPT	7/23/2022	SMART AND FINAL	SR. SNACK BAR SUPPLIES/KITCHEN SUPPLIES	805-0000-226.200.000	208.22
RECREATION DEPT	7/25/2022	ITS BURGER TIME	SR. CENTER LUNCH	230-4500-600.250.800	250.00
RECREATION DEPT	7/28/2022	ROSA'S PIZZA	SR. CENTER LUNCH	230-4500-600.250.800	660.00
RECREATION DEPT	7/29/2022	ANN'S DONUTS	DONUTS FOR SR. CENTER BREAKFAST	230-4500-600.250.800	57.00
RECREATION DEPT	8/1/2022	GOLDEN DRAGON	SR. CENTER LUNCH	230-4500-600.250.800	648.11
RECREATION DEPT	8/2/2022	SIERRA MARKET	LETTUCE & TOMATOES FOR SR. CENTER LUNCH	230-4500-600.250.800	8.58
RECREATION DEPT	8/3/2022	WALMART	SR. CENTER SNACK BAR SUPPLIES	805-0000-226.200.000	89.29
RECREATION DEPT	8/4/2022	SIERRA MARKET	BREAD FOR SR. CENTER BREAKFAST	805-0000-226.200.000	13.65
RECREATION DEPT	8/9/2022	G'S ITALIAN RISTORANTE	SR. CENTER LUNCH	230-4500-600.250.800	789.09
RECREATION DEPT	8/9/2022	WALMART	SR. CENTER BREAKFAST ITEMS	230-4500-600.250.800	129.76
RECREATION DEPT	8/9/2022	AMAZON	VINYL FOR CERAMICS	805-0000-226.200.000	11.99
RECREATION DEPT	8/10/2022	EL MERCADO	PLATES FOR SR. CENTER	805-0000-226.200.000	6.49
RECREATION DEPT	8/10/2022	AMAZON	MONITOR MOUNTS	100-4100-600.250.000	45.22
RECREATION DEPT	8/12/2022	ROSA'S PIZZA	SR. CENTER LUNCH	230-4500-600.250.800	495.00
RECREATION DEPT	8/17/2022	WALMART	SR. CENTER KITCHEN SUPPLIES	805-0000-226.200.000	38.18
RECREATION DEPT	8/18/2022	SIERRA MARKET	SALSA FOR SR. LUNCH	230-4500-600.250.800	28.12
RECREATION DEPT	8/19/2022	SAVEMART	MIKAL'S RETIREMENT CAKE	100-4100-600.250.000	60.99
RENE GARZA	7/26/2022	EXHIBIT SUPPLY CO	CANOPY -NW SUPPLIES	100-2200-600.250.000	1,126.63
RENE GARZA	8/2/2022	APCO INTERNATIONAL	APCO TRAINING CONFERENCE	100-2100-610.915.000	690.00
RENE GARZA	8/6/2022	ARCO GAS STATION	FUEL FOR TRAINING	701-9200-600.257.000	86.18
RENE GARZA	8/8/2022	CHEVRON GAS STATION	FUEL FOR TRAINING	701-9200-600.257.000	75.82
RENE GARZA	8/8/2022	HILTON HOTEL	LODGING FOR TRAINING	100-2100-610.920.000	538.70
RENE GARZA	8/9/2022	BUY N BYE MINI MART SANGER	FUEL (WITH CHIEF AT MEETING IN SANGER)	701-9200-600.257.000	73.04
REYNA RIVERA	7/26/2022	ZOOM.US	WEBINAR SUBSCRIPTION	100-1700-600.215.000	40.00
REYNA RIVERA	7/28/2022	BLOOMIES	SYMPATHY NICK SAHOTA CVEAS	100-1300-600.250.000	85.64
REYNA RIVERA	8/10/2022	ROSALINDA'S	SELMA POLICE CHIEF MEET AND GREET	100-2100-600.250.000	188.75
REYNA RIVERA	8/10/2022	SAVEMART	SELMA POLICE CHIEF MEET AND GREET	100-2100-600.250.000	75.99
REYNA RIVERA	8/12/2022	UNIQUELY YOURS	RETIREMENT PLAQUES-FIRE/REC	100-1100-600.250.000	108.73
RICHARD FIGUEROA	7/25/2022	76 GAS STATION	FUEL	100-2200-600.250.000	102.41
RICHARD FIGUEROA	8/12/2022	AMAZON	NEW INVESTIGATIONS EQUIPMENT (GUN HOLSTER)	100-2200-600.250.000	62.85
RICHARD FIGUEROA	8/12/2022	AMAZON	NEW INVESTIGATIONS EQUIPMENT (MAG & HANDCUFF)	100-2200-600.250.000	71.95
ROB PETERSEN	7/26/2022	RODOLFO'S	LUNCH FOR INTERVIEW PANEL	100-2500-600.250.000	78.81

# US BANK INVOICE FOR CALCARD CHARGES: 7/23/22-8/22/22

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ROB PETERSEN	8/8/2022	CALIFORNIA FIRE CHIEF'S ASSOC.	CAL CHIEF'S MEMBERSHIPS	100-2500-610.900.000	988.14
ROB PETERSEN	8/19/2022	SP DECKED STORAGE	STORAGE DECK FOR NEW TRUCKS	111-2500-600.250.000	4,718.63
ROBERT TERRY	8/17/2022	ADOBE	ADOBE CREATIVE CLOUDS SUBSCRIPTION	100-3100-610.900.000	52.99
ROBERT TERRY	8/20/2022	BOB JOHNSON'S COMPUTERS	PW FIELD TABLET	210-5400-600.100.000	1,133.50
RUDOLFO ALCARAZ	8/15/2022	SURF THRU	CAR WASH FOR CITY VEHICLE	100-2200-600.250.000	14.00
SHANE FERRELL	8/2/2022	NELSON'S ACE HARDWARE	REPAIR SUPPLIES - LINCOLN PARK RESTROOMS	702-9300-600.370.000	143.11
SHANE FERRELL	8/4/2022	GLOBAL INDUSTRIAL	FILTERS FOR ELKAY WATER STATIONS	702-9300-600.250.000	418.43
SHANE FERRELL	8/4/2022	NELSON'S POWER CENTER	CONCRETE - RINGO PARK/CITY YARD	702-9300-600.370.000	244.34
SHANE FERRELL	8/5/2022	NELSON'S ACE HARDWARE	KEYS-CAL RIPKIN BUILDING	702-9300-600.250.000	17.94
SHANE FERRELL	8/5/2022	NELSON'S ACE HARDWARE	CAULKING/LED BULBS/GLUE TRAPS	702-9300-600.250.000	56.80
STEVEN MARES	7/27/2022	HOME DEPOT	EXTENSION CORD FOR GATORS	100-2200-600.250.000	39.57
STEVEN MARES	7/29/2022	WALMART	MOUSE FOR RECORDS	100-2100-600.250.000	21.67
STEVEN MARES	7/29/2022	WALMART	CREDIT FOR RETURN	100-2100-600.250.000	(21.67)
STEVEN MARES	7/29/2022	WALMART	MOUSE FOR RECORDS	100-2100-600.250.000	23.83
STEVEN MARES	8/1/2022	FOOD 4 LESS	ITEMS FOR STAFF MEETING	100-2100-600.250.000	63.45
STEVEN MARES	8/1/2022	ANN'S DONUTS	FOR STAFF MEETING	100-2100-600.250.000	30.50
STEVEN MARES	8/9/2022	O'REILLY AUTO PARTS	CAR WASH SOAP	100-2200-600.250.000	14.08
STEVEN MARES	8/18/2022	WALMART	HDMI CABLE FOR RECORDS	100-2100-600.250.000	16.14
STEVEN MARES	8/19/2022	HOME DEPOT	CORD FOR DISPATCH	100-2100-600.250.000	15.97
TIM CANNON	8/9/2022	5.11 TACTICAL	ITEMS TO EMPLOYEE REVOLVING ACCOUNT	100-0000-123.010.000	177.08
TIM CANNON	8/11/2022	AMAZON	ACOUSTIC PANELS	100-2200-600.250.000	717.78
					<u>\$ 87,556.71</u>

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

**October 3, 2022**

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**ITEM NO: 2.**

**SUBJECT:** Consider Approval of the Collective Partnership Agreement with the California Community Economic Resilience Fund (CERF) for the Central San Joaquin Valley Region

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**BACKGROUND:** The State of California created the CERF program in 2021 to “build an equitable and sustainable economy across California’s diverse regions and foster long-term economic resilience in the overall transition to a carbon-neutral economy.” CERF requires a regional approach to determining the projects and priorities needed to support a high-road economy in each of the state’s 13 economic regions.

The CERF program includes two phases – Planning and Implementation. The Planning Phase requires each region to support a High Road Transition Collaborative (HRTC) comprised of balanced representation from labor, business, community, government, economic development, philanthropy, education, and workforce development stakeholders. The HRTC participants will work together through an inclusive process to build a long-term plan for “economic resilience and equitable pathways to high road opportunities.”

The Valley CERF collaborative process will be held between approximately October 2022-October 2024 and is comprised of three phases. To maximize inclusion and local voice, this approach allocates the majority of the planning time to cultivating local voice and input through the Local HRTCs and locally driven community engagement.

Funding is available for the City’s participation. More information about the goals and activities of the Partnership can be found in Exhibit A: CERF Approach.

Eduardo Gonzalez, Interim Executive Director of the Fresno State Office of Community and Economic, and Ismael Herrera, Executive Director of California FWD’s California Stewardship Network, will provide the Council with a presentation about Valley CERF.

**DISCUSSION:** In order to participate in the Valley CERF Partnership, it is being requested from all participants that they agree to and sign the attached Exhibit B: Partnership Agreement Letter. This is a non-legally binding agreement (for Partners) which spells out the Goals, Principles, Governance Structure, and Decision-Making Process, and Budget.

**FISCAL IMPACT:** There is no anticipated impact to the budget associated with this item.

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**RECOMMENDATION:** Staff recommends approval and adoption of the attached resolution authorizing the City Manager to execute the Valley CERF Collective Partnership Agreement Letter on behalf of the City of Selma.

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

\_\_\_\_\_  
9/29/2022  
Date

**RESOLUTION NO. 2022-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA APPROVING AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE A COLLECTIVE PARTNERSHIP AGREEMENT LETTER WITH THE  
CENTRAL SAN JOAQUIN VALLEY REGION FOR PARTICIPATION IN THE  
COMMUNITY ECONOMIC RESILIENCE FUND PROGRAM**

**WHEREAS**, on September 23, 2021, Governor Newsom signed Senate Bill 162, which established the \$600 million Community Economic Resilience Fund (“CERF”) to support communities and regional groups in producing regional roadmaps for economic recovery and transition that prioritize the creation of accessible, high-quality jobs in sustainable industries; and,

**WHEREAS**, the CERF establishes 13 regions statewide to create such regional economic roadmaps, one of which is the Central San Joaquin Valley Region (the “Valley CERF”), which includes Madera, Fresno, Tulare, and Kings Counties; and,

**WHEREAS**, in order to participate in the Valley CERF and its establishment of a regional economic roadmap, the City of Selma must enter into a Collective Partnership Agreement Letter with the Valley CERF for the purpose of outlining the proposed governance, goals, principles of community engagement, decision-making process, and planning grant budget for the Valley CERF.

**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 Community Economic Partnership Agreement Letter with the Central San Joaquin Valley Region in the form attached hereto as Attachment ‘1’ and authorizes the City Manager to execute same on behalf of the City.
3. **Section 3. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. **Section 4. Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.



The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 3<sup>rd</sup> day of October 2022 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



## Overview – The Central San Joaquin Valley

California's Central San Joaquin Valley is a vibrant, racially and ethnically diverse, and rapidly growing region with over 1.8 million residents. The exact center of the state, this region stretches over 14,000 square miles and includes four counties (Fresno, Madera, Tulare and Kings Counties), 29 cities, 148 census designated and unincorporated communities, and seven Native American tribal communities. It is a food producing powerhouse with over 10,000 ag-business enterprises which yield the majority of the state's and nation's fresh produce, nuts and dairy products.

Despite these assets, the region experiences a slow-growing, commodity-driven economy that struggles to spur, adopt and commercialize innovation. It also suffers severe environmental degradation, which threatens the stability and resiliency of the region and, therefore, the nation's independent food supply. In short, this region and its residents play a vital role in the future of California and the nation. Collective action and investments ***at scale*** are needed to change its direction and ensure an equitable and sustainable future for the residents of the Central San Joaquin Valley.

## Community Economic Resilience Fund (CERF) and High Road Transition Collaboratives (HRTC)

The state created the CERF program in 2021 to *"build an equitable and sustainable economy across California's diverse regions and foster long-term economic resilience in the overall transition to a carbon-neutral economy."* CERF requires a regional approach to determining the projects and priorities needed to support a high-road economy<sup>1</sup> in each of the state's 13 economic regions.<sup>2</sup>

The CERF program includes two phases – Planning and Implementation. The Planning Phase requires each region to support a ***High Road Transition Collaborative*** (HRTC) comprised of balanced representation from labor, business, community, government, economic development, philanthropy, education, and workforce development stakeholders. The HRTC participants will work together through an inclusive process to build a long-term plan for "economic resilience and equitable pathways to high road opportunities."

<sup>1</sup> The State's CERF program guidelines define a high-road economy as one that "favors businesses that invest in their workforces, pay living wages, and engage in environmentally sustainable business practices."

<sup>2</sup> For purposes of CERF, the state breaks the San Joaquin Valley into three planning regions: the Northern San Joaquin Valley (San Joaquin, Stanislaus, Merced Counties); Central San Joaquin Valley (Madera, Fresno, Tulare, Kings Counties); and Kern County.

## Proposed Organization & Roles for the Valley CERF HRTCs

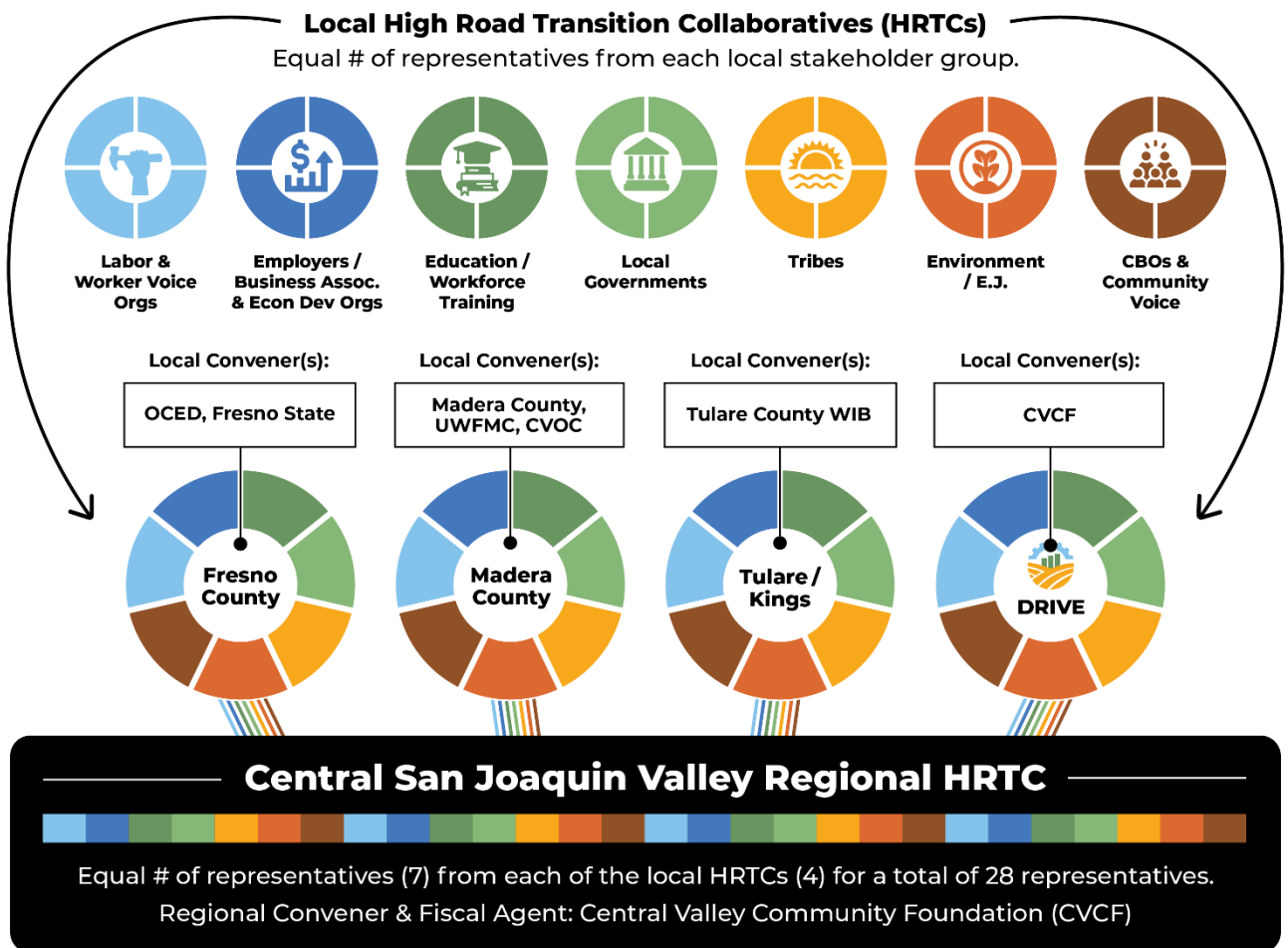
Recognizing the geographic size, diversity, and complexity of the four-county Central San Joaquin Valley region, the community partners organizing their CERF proposal to the State through the Central Valley Community Foundation<sup>3</sup> propose an approach that allows for maximum input and inclusion by local communities first and foremost, which then will inform the region's four-county inclusive economic development plan. Our proposed organization is illustrated below and includes the following:

- **Four Local High Road Transition Collaboratives** – One Local HRTC each in Tulare / Kings, Madera, Fresno County, and Fresno Metro through the DRIVE Initiative. The Local HRTCs will undergo independent, inclusive processes to identify local needs and priorities. They will oversee local community engagement and ensure adherence to the governance approach described below.
- **Stakeholder Groups Represented in the Local HRTCs** – Consistent with the state's guidelines, the Local HRTCs will be comprised of seven Stakeholder Groups. Each Local HRTC can determine the number of representatives to be included in their stakeholder groups (between 3-5) as long as each stakeholder group has an equal number.
  - **Labor and Worker Centered Organizations**
  - **Employers, Business and Industry Associations, and Econ Development Organizations**
  - **Education, Workforce Development and Training Organizations**
  - **Local Governments**
  - **Tribal Governments**
  - **Environment and Environmental Justice Organizations**
  - **CBOs, Grassroots Organizations, and Community Voices**
- **Local Conveners** – Each Local HRTC will be supported by a Local Convener(s) whose responsibilities include providing staff and meeting support to the Local HRTC, ensuring an inclusive community process, ensuring the community engagement plan is implemented according to the direction of the Local HRTC stakeholders, administering grant support and payments to local CBO partners, and working with the Local HRTC, Regional Convener and research partners to ensure coordination throughout the region, including providing support for drafting the local and regional inclusive economic development plans. The proposed Local Conveners are:
  - **Tulare / Kings Counties Local HRTC** – Tulare County Workforce Investment Board
  - **Madera County Local HRTC** – Central Valley Opportunity Center, United Way of Fresno and Madera Counties, Madera County Department of Public Health
  - **Fresno County Local HRTC** – Office of Community & Economic Development, Fresno State
  - **Fresno Metro / Fresno DRIVE Initiative** – Central Valley Community Foundation
- **Regional High Road Transition Collaborative** – As noted in the timeline below, the first 18 months of the CERF Planning Phase will be focused on local community engagement and assessing local priorities and strategies for creating an inclusive and sustainable economy. Once those local priorities and strategies are developed, representatives from each of the Local HRTCs will form the

<sup>3</sup> The Central Valley Community Foundation (CVCF) serves Fresno, Madera, Tulare, Kings, Merced and Mariposa Counties. It is proposing to serve as the Regional Convener and Fiscal Sponsor for the Central San Joaquin Valley High Road Transition Collaborative, alongside multiple local conveners and community partners in Fresno, Madera, Tulare and Kings Counties. The Urban Institute, Fresno State's Office of Community and Economic Development, and California Forward are providing research, community outreach and state policy support through this proposal.

Regional HRTC. As depicted in the graphic below, the Regional HRTC will be comprised of one representative from each stakeholder group from each Local HRTC for a total 28 representatives.

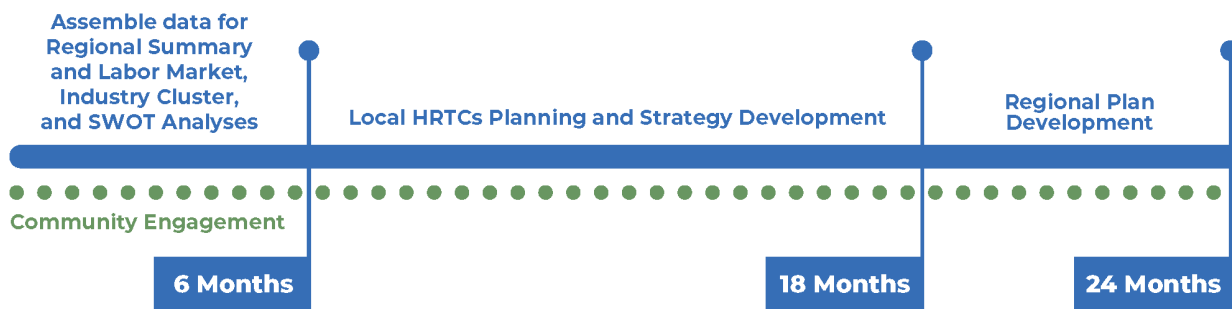
- Regional Convener and Fiscal Agent** – The Central Valley Community Foundation (CVCF) proposes to serve as the Central San Joaquin Valley CERF’s Regional Convener and Fiscal Sponsor. In that capacity, CVCF will support the local conveners, execute grant agreements and contracts on behalf of the Local HRTCs and Regional HRTC, procure and oversee research and consulting support for the Local HRTCs, develop and support communications for the region and provide local support as requested by the Local Conveners, and ensure the Local and Regional HRTCs meet the state’s guidelines and requirements for the CERF program.



## Timeline

The Valley CERF collaborative process will be held between approximately October 2022- October 2024 and is comprised of three phases. To maximize inclusion and local voice, this approach allocates the

majority of the planning time to cultivating local voice and input through the Local HRTCs and locally driven community engagement.



## Proposed Valley CERF Community Engagement Principles

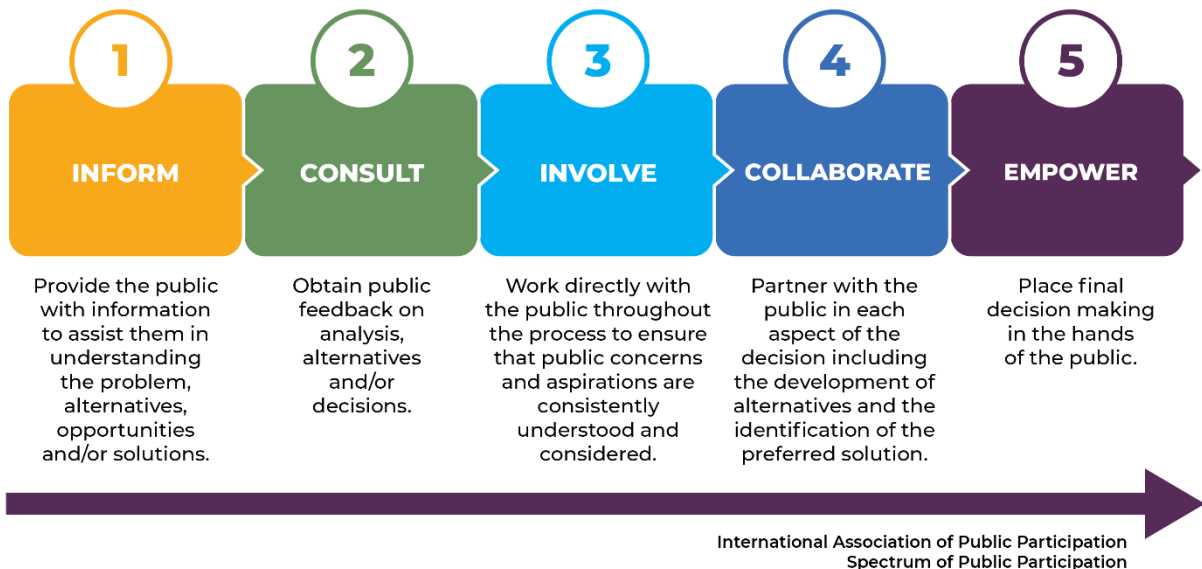
While Local HRTCs will have discretion to determine how best to structure and implement their community engagement plans, the Valley CERF Local HRTCs will share the following common elements:

- **Community Engagement “First and Throughout”** – The first six months of the planning window will be dedicated to initiating community engagement. The Local HRTCs will be convened to provide oversight of and ensure inclusive community engagement during this time, but they will not begin deliberations on the elements of the local inclusive economic development plan until initial community engagement and outreach is conducted. The feedback from the initial community engagement work will be provided, along with the economic, public health, and labor analyses required by the state, to the Local HRTCs as the foundational information for the formulation of the local plans. Community engagement will be continued throughout the planning process, and any projects selected to receive implementation funding will demonstrate a commitment to “Transformative Community Engagement” – please see illustration below.
- **Trusted Partners as Community Engagement Facilitators** – Local CBOs will be recruited and funded with state planning dollars to organize and lead major aspects of the community engagement plans. They will be resourced to conduct surveys, worker voice interviews, focus groups, and other methods of soliciting input.
- **Equitable Community Engagement: Focusing on Disinvested Communities and Small Business** – The Local HRTCs will ensure community engagement is equitably focused and intentionally prioritizes community voices who have been historically excluded and most impacted by the pandemic, including residents in disinvested communities, the agricultural workforce, and small business owners.
- **Valley CERF Community Network** – Throughout the CERF planning process, the Local and Regional Conveners will maintain a mailing list and database of all residents interested in staying informed of and involved with the Valley CERF planning process.
- **Public Forums** – The Local Conveners will ensure public forums are held at three critical stages in the planning phase: (1) when the initial community input is compiled after the first six months of community engagement; (2) when the draft local inclusive economic development plan is prepared; and (3) when the final draft has been prepared and is ready for adoption by the Local HRTC.
- **Meetings: Open and Accessible** – Meetings of the Local HRTC will be open to the public and accessible to members of the community. The times, locations, and languages of the meetings will be designed to remove barriers for participation.



- **Commitment to Transformative Community Engagement for Project Implementation** – Projects selected by the Regional HRTC for implementation funding will adhere to the “Transformative Community Engagement” framework, which is adapted from the International Association of Public Participation’s Spectrum of Public Participation. Projects selected for implementation will follow the framework and be able to demonstrate how impacted residents who are intended to benefit from the projects will participate in and provide leadership of their implementation over time.

## ‘Transformative Community Engagement’ Framework



## Proposed Collaborative Governance Structure & Decision Making – Planning Phase

The State’s CERF guidelines indicate that the HRTCs must “illustrate transparent decision-making processes that not only center disinvested communities and impacted workers, but actively shift decision-making power to those groups.” The guidelines also indicate that HRTC collaborative governance structures must reflect that “no individual member of the HRTC governance committee has more decision-making power than the other.” To meet these guidelines and ensure an equitable process, the following approach is proposed:

- **“Caucus-style” Decision Making with “Near Consensus” Positions for Local and Regional HRTC Decision Making** – As described above, both the Local and Regional HRTCs will include an equal number of representatives from seven stakeholder groups:
  - **Labor and Worker Centered Organizations**
  - **Employers, Business and Industry Associations, and Economic Development Organizations**
  - **Education, Workforce Development and Training Organizations**
  - **Local Governments**
  - **Tribal Governments**
  - **Environment and Environmental Justice Organizations**

- **CBOs, Grassroots Organizations, and Community Voices**

The stakeholder groups will function as caucuses at the Local and Regional HRTCs. A majority vote will determine each caucus' position on the various issues that will be decided by the HRTCs. And, "near consensus" (6 of the 7 stakeholder groups) will be required at the Local and Regional HRTCs for recommendations to be adopted.

- **"Consensus with Accountability"** – For the purpose of Valley CERF decision-making, the Local and Regional HRTCs will use a consensus decision method based on principles of "consensus with accountability." Consensus with accountability requires all participants to try to reach unanimous consensus by achieving all expressed interests, and their self-interest as well. In the event a stakeholder group must reject a proposal, they are expected to provide a counter proposal that legitimately attempts to achieve their interest and the interests of the other stakeholder groups.

When seeking consensus, stakeholder groups will not seek to identify numeric "winners and losers" on key topics. Rather, they will seek mutually acceptable and beneficial conclusions for all participants. In seeking consensus on an interim or final recommendation, stakeholders will voice their opinions with specific proposals along the way, rather than waiting until a final proposal has been developed. At all times, stakeholders will ensure they are providing input commensurate to their prescribed role and constituency. The basic decision-making process follows a general path of achieving agreements in principle, followed by agreements in detail.

- **Draft and Final Decisions** – Valley CERF stakeholder groups at the Local and Regional HRTCs will use the following four levels to indicate stakeholders' degree of support for any proposal being considered and to determine the degree of agreement.
  - **Thumbs Down** – I do not agree with the proposal. I feel the need to block its adoption and propose an alternative.
  - **Thumbs Sideways** – I can live with the proposal.
  - **Thumbs Up** – I support the proposal.
  - **Abstention** – At times, a pending decision may be infeasible for a participant to weigh in on. In such conditions, the person is afforded the right to abstain from a decision-making process.

The goal is for all stakeholders to be in the 'Thumbs Up' or 'Thumbs Sideways' levels of agreement. Any recommendation – both at the Local and Regional HRTCs – will be considered to have reached consensus when six of the seven stakeholder groups are at Thumbs Up or Thumbs Sideways level.



## **Collective Partnership Agreement Letter for the Central San Joaquin Valley Region**

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*As partners, we are committed to building an equitable and sustainable economy in California's Central San Joaquin Valley. We will engage with stakeholders and community members throughout our region to develop an inclusive economic development plan with financial support from California's Community Economic Resilience Fund (CERF). We are committed to the following goals, "principles of community engagement," collaborative governance structure, decision-making process, and budget allocation to support our region's efforts.*

### **Goals of the Valley CERF Process**

- Goal 1: Build and sustain four, Local High Road Transition Collaboratives (Tulare / Kings Counties, Fresno County, Fresno DRIVE, and Madera County) and the Regional HRTC. #
- Goal 2: Implement an Outreach and Engagement Plan that centers disinvested communities as "customers" of economic and workforce development initiatives.#
- Goal 3: Develop the Central San Joaquin Valley Economic Recovery and Transition Plan that (1) identifies local priorities that then contribute to an equitable and sustainable regional economy; (2) addresses the CERF objectives – equity, sustainability, job quality and access, and economic competitiveness and resilience; and (3) demonstrates the potential for measurable and dramatic improvement in the region's economy, social equity, and environment. #
- Goal 4: Participate in the CERF community of practice to learn from and contribute to an equitable and sustainable statewide economy. #

### **Valley CERF – Principles of Community Engagement**

Covering an 11,000 square mile region with over 1.8 million residents who speak over 100 languages and dialects, as participants in the Valley CERF planning process, we will engage our communities in a culturally responsive manner that ensures we reach those who have not historically been involved in economic development processes before. Valley CERF's community engagement process is built on the following principles and approach:

- Work with trusted community partners as community engagement facilitators;
- Employ an "equitable community engagement" process, meaning expend extra effort and resource to ensure voices from disinvested communities and small businesses are central in the deliberations and development of our economic development plan;
- Build and maintain the 'Valley CERF Community Network,' a network of community members who want to engage with the CERF process and stay up to date on its progress;
- Host multiple public forums at key stages of the CERF planning process;

- Ensure meetings are open and accessible, including locations, meeting days and times, translation, and services on site that facilitate participation; and
- Adoption of Transformative Community Engagement for projects that are prioritized for implementation funding, meaning building in resident engagement and leadership – not just in the planning process – but throughout the implementation of programs and projects which may receive implementation funding.

### **Collaborative Governance Structure**

We will collect maximum input and inclusion by engaging at the local level first through four Local High Road Transition Collaboratives (Local HRTCs), and then collectively build the region's four-county inclusive economic development plan. The four local collaboratives include:

- **Madera County**- convened by United Way of Fresno and Madera Counties, Madera County Department of Public Health, and the Central Valley Opportunity Center.
- **Tulare/ Kings**- convened by Tulare Workforce Investment Board.
- **Fresno County**- convened by Office of Community and Economic Development, Fresno State University.
- **Fresno DRIVE**- convened by the Central Valley Community Foundation.

The Local HRTCs will be comprised of an equal number of Representative Stakeholders in the seven stakeholder groups listed below (5 Representative Stakeholders in each Stakeholder Group for a total of up to 35 stakeholders in each local collaborative). The Collaborative Governance Structure's use of Representative Stakeholder Groups helps ensure that all stakeholder groups are fairly and equally represented and that participants at the Local HRTCs are representative of the Central San Joaquin Valley. The seven Stakeholder Groups include:

1. Labor and Worker Centered Organizations;
2. Employers, Business and Industry Associations, and Economic Development Organizations;
3. Education, Workforce Development and Training Organizations;
4. Local Governments;
5. Tribal Governments;
6. Environment and Environmental Justice Organizations; and
7. Community Based Organizations, Grassroots Organizations, Community Voices.

Once local priorities and strategies are developed, representatives from each of the Local HRTCs will form the Regional HRTC. One Representative Stakeholder from each Stakeholder Group from each Local HRTC ( $1 \times 7 \times 4 = 28$  stakeholders at the Regional HRTC).

### **Decision-Making Process**

The Stakeholder Groups will function as caucuses at the Local and Regional HRTCs. A majority vote (3 of 5 Stakeholders at the Local HRTCs and 3 of 4 Stakeholders at the Regional HRTC) will determine each caucus' position at the Local HRTC, and "near consensus" (6 of the 7 stakeholder groups) will be required at the Local and Regional HRTCs for recommendations to be adopted.

### **Planning Grant Budget – \$5,000,000**

Central to our principles of community engagement we agree to allocate more than half (\$2,850,000) of the proposed planning grant to our Outreach and Engagement Plan, which includes Representative Stakeholder Engagement, Equitable Resident Engagement, and Transparent Meetings and Processes.

- **Representative Stakeholder Engagement (\$1,950,000)** – Providing grant funding for our CBO partners who are Representative Stakeholders at the Local HRTCs and Regional HRTC to help cover the cost of their time to participate and ensure their support of focused and consistent communication to the broader stakeholder groups they represent. We estimate the grant size to be between \$15,000 and \$25,000 each for the 24-month planning process and is distributed equally across the tables.
- **Transparent Meetings and Processes (\$225,000)** – Providing grant funding that ensures meeting costs are covered, including providing materials in various languages, providing translators, reimbursements for transportation, providing meals, meeting space, and any other materials as determined by the Local HRTCs.
- **Equitable Resident Engagement (\$675,000)** – Providing funding for grassroots organizations with demonstrated, trusted relationships among disinvested communities to conduct resident engagement, including individual surveys, focus groups, and worker voice interviews.
- **Data and Research (\$975,000)** – Providing funding for baseline research, strategy development, support for plan development, and technical expertise (economic development, labor market analysis, public health, and state policy).
- **Local Convener Resources (\$600,000)** – Providing \$200,000 for the conveners supporting the Tulare / Kings HRTC, Fresno County HRTC, and Madera HRTC to cover staff and other costs associated with meeting CERF objectives.
- **Miscellaneous (\$75,000)**
- **Administrative Costs (\$500,000)** – 10% of the grant contract as allowed by the state; funds will be awarded to the Central Valley Community Foundation to serve as the Fiscal Agent, Regional Convener, and Local Convener of the Fresno DRIVE HRTC.



**Valley CERF  
Collective Partnership Agreement Signature Page**

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By signing the Collective Partnership Agreement letter, I agree to the goals of the Valley CERF planning process and to share the responsibility of developing the Central San Joaquin Valley “Regional Economic Recovery and Transition Plan” within the budget resources described above. I will participate in the Collaborative Governance Structure and outreach and engagement efforts and help ensure the CERF objectives are met for our region.

Entity’s Name:

Brief Description of the Type of Entity:

Description of the Entity’s Experience and Reason for Participating:

Contact Name, Title, Email Address, Phone Number:

Local HRTC:

Stakeholder Group:

Signature:

Date:

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**ITEM NO: 3.**

**SUBJECT:** Consideration of a Resolution Authorizing an Agreement with COP-LOGIC to Utilize DORS (Desk Officer Reporting System) to Create an Online Reporting System for the Police Department

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**BACKGROUND:** The Selma Police Department does not currently have an online reporting mechanism for the public to make reports to the Department. When a community member requests to file a report, a police response is required to ascertain the necessary information to generate the report. There are some circumstances when a police response is not necessary due to the minor nature of the call for service. The Selma Police Department is proposing an agreement with COP-LOGIC using their DORS (Desk Officer Reporting System) to create an online reporting system. This system would empower residents to make and access online reports. Insurance companies would also have the ability to access the appropriate reports online, which will reduce the demand on our records staff to facilitate these requests. This will also help streamline operations internally and for the public.

**DISCUSSION:** Most agencies currently employ an online reporting system of some sort. The following are the benefits that the Selma Police Department, the City of Selma, and the public would enjoy by using the services of the DORS.

1. This system is currently being used by the Fresno County Sheriff's Office. This is a major advantage for Selma PD because it will integrate seamlessly with our Records Management System, which is also provided by the Sheriff's Office. The unique, essential compatibility with our Records System and with the Sheriff's Office, justifies a sole source contract. No other system will be able to integrate as seamlessly or without cost.
2. This system is also used throughout the United States at departments ranging in size from LAPD to Fowler Police Department. It can be used in five (5) languages and has unlimited incident type categories. The system would be used for the following:
  - Minor incident reporting
  - Non-prosecutorial shoplifting
  - Non-injury collision reporting
  - Hit-and-run collision reporting (with no suspect information)
  - Minor property crimes
  - Code Enforcement violations
  - Requests for service by DPW (street lights out, etc)
  - Fire violations (overgrown property, dangerous conditions)
  - Residential burglary/Theft supplemental reports
  - At-Risk Residents Registry (Register photo and information of Alzheimer's or impaired residents)

3. In addition, it is a free database that can be used by our officers to search for names or vehicles that could be useful in criminal investigations. They would have access to the information submitted nation-wide.
4. To prevent a resident from making a report online that does not fit the online protocol, we will implement a series of confirmation questions. If someone attempts to make an online report that does not fit the protocol (e.g. Sexual Assault or other type we designate as “non-online reportable”) it would give the submitter an “error message” and direct them to contact the Selma Police Department. This will ensure the immediate attention of an officer in such circumstances.
5. Selma PD would upload all traffic collision or other types of reports they chose to make available to insurance companies or other entities. When an insurance company needs a report, it would buy it directly from the provider. The provider would credit our account for the value of the purchase. The provider and taff expect purchases by insurance companies to cover up to 25% of the system’s cost. History shows the number of reports taken increase when an agency implements this system, which will help offset our costs.
6. Members of the community would pay the same amount for a report as they would pay if they purchased it in-person from our records department. This service will allow them to make the purchase more conveniently and without the need to travel to the Selma Police Department to make the purchase.

#### REASON FOR RECOMMENDATION:

This system will make our department more efficient and improve the quality of service to members of the community.

In summary, it will:

- Improve Response Time
- Better Allocation of Resources
- Boost Community Service
- Around the Clock Service
- Convenient Access
- Integration into our Records Management
- No infrastructure needed
- Robust Reporting Options

The estimated cost for this system is approximately \$960 a month for a 24-month cycle (\$23,040). We are bringing this contract to Council for approval because the agreement will automatically renew for successive 12-month periods, which would make the long-term cost greater than the City Manager’s signing authority.

### FISCAL IMPACT:

**RECOMMENDATION:** Approve and authorize the City Manager to execute an agreement with COP-LOGIC using their DORS (Desk Officer Reporting System) to create an online reporting system.

/s/	09/30/2022
Fernando Santillan, City Manager	Date

**RESOLUTION NO. 2022 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE AN AGREEMENT BETWEEN COP LOGIC USING THEIR DORS  
(DESK OFFICER REPORTING SYSTEM) AND THE CITY OF SELMA TO  
CREATE AN ONLINE REPORTING SYSTEM**

**WHEREAS**, the agreement between agencies will lead to the enhancement of allowing community members to have access to online reports as well as reporting crime online. In addition, this will reduce the demand on Selma Police Department records staff to facilitate report requests; and

**WHEREAS**, this online reporting software will improve response times for police officers to handle other calls for service, better allocation of resources for all Selma PD staff, boost community service and provide robust reporting options that are made available to the community members of Selma; and

**WHEREAS**, it seamlessly interfaces with Fresno County Sheriff's Office system, which is a necessity, and Section 1-13-5 of the Selma Municipal Code allows for the required bidding process for City purchases in excess of \$15,000.00 to be bypassed when the "commodity can be obtained from only one vendor.

**WHEREAS**, the agreement provides that the City of Selma will pay an estimated cost of \$960 a month for a 24- month cycle (\$23,040.00); and

**WHEREAS**, the City of Selma is authorizing the City Manager to execute an agreement with Cop Logic using their DORS (Desk Officer Reporting System) for the purpose of providing online reporting software to the community members of Selma; and

**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.** The City Council hereby approves the agreement attached as Exhibit A and incorporated herein by reference.

**SECTION 3.** The City Manager is hereby authorized to execute the agreement and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

**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.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of October, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Signatures on following page

October 3, 2022 Council Packet

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk



“Agencies can create any incident type they can think of ... and are only limited by their imagination.”

—Randy Burkhammer, Director, LexisNexis® Coplogic™ Solutions



**To spark our imaginations, these are just some of the minor crash and incident report types collected online:**

- **Minor vehicle accidents and traffic collisions**
- Abandoned vehicle / property
- Accident (non-injury) / property damage only
- Additional property lists / supplements
- Assault / battery
- Attempted theft
- Bullying incident
- Burglary – residential / commercial
- Check fraud
- Child custody violations
- Courtesy reports
- Credit card fraud / abuse
- Crime tips – anonymous / gang intel, suspicious activity, etc.

- Damage to a vehicle
- Defrauding an innkeeper
- Disturbing the peace
- Documentation only
- Drug / narcotics activity
- Embezzlement
- Extra patrol request
- False impersonation
- Found property
- Fraud
- Harassing phone calls
- Hit & run
- Identity theft
- House watch requests
- Lost property
- Mail theft / stolen packages

- Missing person / livestock / animals
- Property / commercial theft
- Probation violation tip
- Supplements – to reports filed online or taken initially by an officer (ex. Additional stolen/lost property)
- Suspicious circumstances – “see something, say something”
- Theft
- Threats
- Traffic complaints
- Trespassing
- Vacation watch requests
- Vandalism
- Vehicle burglary or tampering
- Wanted person(s) tips
- Welfare fraud

**To help us get even more creative, these are a few examples of 3.1.1., registrations and public works incident types collected online:**

- Alarm permit registration
- Barking dog complaints
- Bicycle registration
- Graffiti clean up requests
- Illegal dumping
- Littering
- Lost/found animals
- Potholes/road hazards
- Private property registration
- Storm damage
- Street light outages
- Vulnerable person and autism registry

**And the list can literally go on and on... these are just a few incident types collected online that require an agency issued user account:**

- Code enforcement / violations
- Group home operators – runaway / missing / supplements - when kids return
- Pawn slips – pawn shop can submit pawned property through the system
- Shoplifting - security, mall security, loss prevention officers file online
- Tow sheets – tow companies can use the system to self-report towed vehicles

**Using their creative imaginations, over 400 law enforcement agencies across North America collected over 965,000 minor crash and incident reports online, saving them over \$48 Million during 2017.\***

**Your agency can join them today and begin offering greater service and convenience to your community while streamlining processes and saving resources.**

**To learn more please call 877.719.8806 or email [solutionsinquiry@lexisnexisrisk.com](mailto:solutionsinquiry@lexisnexisrisk.com)**

*\*Based on agency provided figures*



LexisNexis®

Coplogic™ Solutions

### About LexisNexis Risk Solutions

At LexisNexis Risk Solutions, we believe in the power of data and advanced analytics for better risk management. With over 40 years of expertise, we are the trusted data analytics provider for organizations seeking actionable insights to manage risks and improve results while upholding the highest standards for security and privacy. Headquartered in metro Atlanta USA, LexisNexis Risk Solutions serves customers in more than 100 countries and is part of RELX Group, a global provider of information and analytics for professional and business customers across industries. For more information, please visit [risk.lexisnexis.com](http://risk.lexisnexis.com).

The Desk Officer Reporting System is not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and does not constitute "consumer reports," as that term is defined in the FCRA. Accordingly, the Desk Officer Reporting System may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or for any other eligibility purpose that would qualify it as a consumer report under the FCRA. Due to the nature of the origin of public record information, the public records and commercially available data sources used in reports may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. This product or service aggregates and reports data, as provided by the public records and commercially available data sources, and is not the source of the data, nor is it a comprehensive compilation of the data. Before relying on any data, it should be independently verified. LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc. Coplogic is a trademark of LexisNexis Claims Solutions Inc. Other products and services may be trademarks or registered trademarks of their respective companies. Copyright © 2018 LexisNexis. NXR12306-00-0318-EN-US



# CITY OF SELMA

## POLICE DEPARTMENT



Date: August 25, 2022

To: Fernando Santillan, Selma City Manager

From: Rudy Alcaraz, Chief of Police

Subject: Justification of Sole Source for COPLOGIC DORS Program

The Selma Police Department, in an effort to make reporting minor criminal and traffic related incidents more accessible for our citizens, is seeking to enter into an agreement with Lexis Nexis-Coplogic Solutions for the use of their DORS (Desk Officer Reporting System). The purpose of selection of this system and not seeking other vendors is that it is currently in use by the Fresno County Sheriff's Department who supplies our Records Management and Computer Aided Dispatch program (Mark 43). It seamlessly interfaces with their system, which is a necessity, and is currently in use by Fresno County Sheriff's Office. Section 1-13-5 of the Selma Municipal Code allows for the required bidding process for City purchases in excess of \$15,000.00 to be bypassed when the "commodity can be obtained from only one vendor."

Sincerely.

Rudy Alcaraz, Chief of Police

**Quote****LexisNexis® Coplogic Solutions Inc**

1000 Alderman Drive  
Alpharetta, GA 30005



**Quote:** 437063.1.Selma CA PD - HQ

**Quote:** 437063.1.Selma CA PD - HQ

Term	Description	Price	Amount
<b>Monthly (2 Years)</b>	<b><u>LexisNexis® Desk Officer Reporting System</u></b> <ul style="list-style-type: none"> <li>• Dedicated project manager and implementation assistance</li> <li>• Operational/Procedural Directive templates</li> <li>• A web-based training session with a live trainer</li> <li>• Unlimited users, incident types, and report intake</li> <li>• Unlimited customer support (phone and e-mail)</li> <li>• Unlimited maintenance including every update and upgrade released</li> <li>• Hosting in the LexisNexis® Secure Hosting Environment</li> </ul>	\$960.00	\$23,040.00
Quote Subtotal			\$23,040.00
Sales Tax			As Applicable

Contact your account manager if you have questions about this quote and to learn how LexisNexis® can help off-set the cost of the LexisNexis® Desk Officer Reporting System:

Jeremy Bringle  
jeremy.bringle@lexisnexisrisk.com

Signature to Acknowledge Receipt of Quote: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name of Recipient \_\_\_\_\_

## LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“**Agreement**”) is dated \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“**Provider**”), and Selma P, with its principal place of operations at 1935 E Front St, Selma, Ca 93662 (“**Agency**”). Provider and Agency may be referred to herein individually as a “**Party**” and collectively referred to as “**Parties**”.

### 1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “**Services**”) as described in an applicable order to this Agreement (“**Order**”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “**Report**”). “**Report**” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency’s obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

### 2. LICENSE AND RESTRICTIONS.

**2.1. License Grant and License Restrictions.** Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- (b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (c) Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- (g) Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

**2.2. Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined

below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3. Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

### 3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

### 4. FEES.

- 4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.



**4.1.1. Disputes.** In the event Agency has a good faith dispute on all or a portion of an unpaid invoice (“**Dispute**”), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement (“**Dispute Notice**”). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider’s receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency’s RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

**4.2. Fees due to Agency.** Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports (“**Agency Fee**”) purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency’s designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center (“**Command Center**”) administration portal and/or its successor.

**4.2.1.** No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider ; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate’s inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

**4.3. Fees retained by Provider.** Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor (“**Convenience Fee**”) which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

## **5. CONTRIBUTION/DISTRIBUTION.**

- 5.1.** Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies (“**Participating Agencies**”) accessing certain of the Services. Agency further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.
- 5.2.** For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities (“**Authorized Requestors**”) and other authorized law enforcement entities (“**Agency Requestors**”) in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this

Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

## **6. TERMS AND TERMINATION.**

- 6.1. Term.** This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.
- 6.2. Termination.**
- 6.2.1.** Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2.** Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- 6.2.3.** Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.
- 6.3. Effect of Termination.** Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

## **7. RELEVANT LAWS.**

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act.** Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act.** The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information.** Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R.

Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.
- 7.7. Security Notification. Provider shall promptly inform Agency in the event of a Provider Security Event.

## 8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's

Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

## 9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

## 10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

## 11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

## 12. INDEMNIFICATION.

To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "**Indemnified Parties**") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the Indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "**Indemnifying Parties**"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits.

### **13. LIMITATION OF LIABILITY.**

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

### **14. FORCE MAJEURE.**

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

### **15. NOTICES.**

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

### **16. MISCELLANEOUS.**

**16.1. Affiliates.** For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

**16.2. Independent Contractor/No Agency.** Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

**16.3. Assignment.** Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

**16.4. Headings, Interpretation, and Severability.** The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**16.5. Waiver; Remedies Non-Exclusive.** No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

**16.6. Survival.** Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

**16.7. Provider Shared Facilities.** Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

**16.8. Entire Agreement.** This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

**16.9. Governing Law.** The Agreement will be governed by and construed under the laws of the State of California excluding its conflict of law rules.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

**Agency: City of Selma Police Department**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Provider: LexisNexis Coplogic Solutions Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
  - (a) provide immediate written notice to:
    - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
    - (ii) via email to (security.investigations@lexisnexis.com); or
    - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
  - (b) promptly investigate the situation; and
  - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
  - (d) if required by law, or in Provider's discretion, Agency shall:
    - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
    - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
  - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
  - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

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

October 3, 2022

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**ITEM NO:** 4.

**SUBJECT:** Body Worn Camera Project Update

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**BACKGROUND:** The Selma Police Department has been exploring the implementation of Body Worn Cameras (BWC) over the past several months. This has involved looking at BWC programs in use at other law enforcement agencies, the many camera systems in use and the development of a department policy on the use of the cameras. During this exploration stage, the Selma Police Department determined the necessity for a camera system that allows for easy and fast retrieval of recordings and which could also allow accessibility to prosecutors handling criminal cases.

Additionally, Body Worn Cameras have proven successful in recording police actions and assisting in the prosecution of criminal suspects. Body Worn Cameras are being implemented in police agencies across the country and have been highly beneficial in countless ways, especially in resolving controversial incidents or police contacts. The use of this technology also allows transparency to the public as we continue to serve our community.

**DISCUSSION:** The Police Department desires to implement a Body Worn Camera program in the Patrol Division. Our expectation is to procure a vendor in the next 2-3 months and return to council for approval.

**FISCAL IMPACT:** The City of Selma has applied for a grant for the purchase of Body Worn Cameras. Award notification is estimated for September 30, 2022, which if granted would assist in offsetting the cost of this program.

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**RECOMMENDATION:** None.

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\_\_\_\_\_/s/  
Rudy Alcaraz, Chief of Police

\_\_\_\_\_09/30/2022  
Date

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

\_\_\_\_\_09/30/2022  
Date

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

**October 3, 2022**

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**ITEM NO:** 5.

**SUBJECT:** Status Update to Council Regarding SKF General Manager Recruitment

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**BACKGROUND:** Councilmember Trujillo has requested a status update regarding the matter of the Selma-Kingsburg-Fowler (SKF) General Manager recruitment from SKF Board Member and Ad Hoc Committee Member Councilmember Sarah Guerra.

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

\_\_\_\_\_  
09/29/2022  
Date

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

**October 3, 2022**

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**ITEM NO: 6.**

**SUBJECT:** Update Regarding Jolissa Fuentes Fundraiser Special Event Fee Waiver

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**BACKGROUND:** During the September 19, 2022 City Council meeting, Council approved by motion to add an emergency item to the Regular Agenda regarding a Special Event Fee Waiver for the Jolissa Fuentes Fundraiser scheduled to take place on October 1, 2022 at Bretlinger Park. Once the item was agendaized, Council noted that under current guidelines, only nonprofits in good standing could apply for fee waivers but due to the emergency situation felt a waiver would be justified in this case. Council made a motion and then approved a special one-time fee waiver for this event to include any and all City fees association with the special event. The direction from Council also stipulated that staff would report back to Council on October 3<sup>rd</sup> the final amount of fees waived.

**DISCUSSION:** Fees associated with this event include Special Events Permit (\$945), Sound Permit (\$80) and Park rental (\$350), totaling \$1,375.

**FISCAL IMPACT:** No General Fund expenditures are expected as a result of this item, though a total of \$1,375 in foregone revenue to the General Fund will occur.

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**RECOMMENDATION:** No action needed. Informational purposes only.

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\_\_\_\_\_/s/  
Amy Smart  
Community Services Director

\_\_\_\_\_  
09/30/2022  
Date

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

\_\_\_\_\_  
09/30/2022  
Date

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

**October 3, 2022**

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**ITEM NO: 7.**

**SUBJECT:** Public Hearing to Introduce an Ordinance to Establish the Selma Downtown Business Improvement District pursuant to the Parking and Business Improvement Area Law of 1989

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**BACKGROUND:** Section 36500 of the California Streets and Highways Code allows for the creation of a business improvement district (BID) within a municipality, whereby businesses within the district can self-assess an annual fee in order to pay for improvements and activities, which benefit the overall business district. The intent of the state law is to provide a funding mechanism for business districts to promote economic vitality.

In accordance with Section 36500 of the California Streets and Highways Code, and with Government Code section 54954.6, on July 18, 2022, the Selma City Council adopted a Resolution of Intent to establish the Selma Downtown Business Improvement District, via Resolution 2022-63R, which is attached for reference (Attachment 2). The Resolution of Intent set September 19, 2022 at the hour of 6:00 p.m., or shortly thereafter, in the City Council Chambers, 1710 Tucker Street, Selma, California, as the day, time and place when the City Council shall conduct a public hearing where any and all persons having any desire to be heard may appear and state their views for or against the formation of the District, the extent of the area of the District, the type of services to be conducted in the District, the levy of assessments and the amount thereof and any other issues related to the District.

Public hearing notices for the September 19, 2022 Council Meeting were published in the Selma Enterprise on August 3, 2022, and delivered to business owners within the proposed district boundaries in accordance with California Streets and Highways Code Section 36523. At the September 19<sup>th</sup> meeting, Council voted to continue the public hearing to October 3, 2022, to allow for additional time for prospective BID Advisory Board Members to submit their applications. All received applications are attached for Council's reference (Attachment 3).

**DISCUSSION:** Attached for Council's consideration is an Ordinance to establish the Selma Downtown Business Improvement District (Attachment 1). The Ordinance would add Chapter 25 to Title 5 of the Selma Municipal Code, establishing and detailing the Selma Downtown Business Improvement District, as required by Section 36500 of the California Streets and Highways Code.

Staff has determined that this project is exempt under California Environmental Quality Act (CEQA) Section 15061(b)(3) and Section 15183. The project is exempt under the "common sense" exemption because it does not involve the construction or alteration of facilities that will have a significant effect on the environment.

**FISCAL IMPACT:** The BID will be funded by a levy of annual assessments upon businesses that benefit from the services and activities within the district. Annual assessments will be based upon an allocation of program costs. Annual maximum assessment for the first year of the district will be 100% of business license fees. Businesses within the district that don't require a business license will pay fee of \$100. Total district assessment budget for its first year of operations is estimated at \$25,000. Additional budgetary details can be found in the BID Management District Plan, which is included within Attachment 2.

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**RECOMMENDATION:** Staff recommends that City Council hold the continued Public Hearing to introduce an Ordinance to establish the Selma Downtown Business Improvement District, as introduced by Resolution 2022-63R on July 18, 2022, in accordance with Government Code section 54954.6.

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\_\_\_\_\_/s/\_\_\_\_\_  
Amy Smart  
Community Services Director

\_\_\_\_\_/09/29/2022\_\_\_\_\_  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Rob Terry  
Deputy City Manager

\_\_\_\_\_/09/29/2022\_\_\_\_\_  
Date

**Attachments**

1. An Ordinance adding Chapter 25 to Title 5 of the Selma Municipal Code, establishing the Selma Downtown Business Improvement District
2. Resolution 2022-63R – a Resolution of Intention to Establish the Selma Downtown Business Improvement District.
  - a. Exhibit A – Downtown Selma BID Management Plan
3. Downtown Selma BID Advisory Board Applications Received



**ORDINANCE NO. 2022-**

**AN ORDINANCE OF THE CITY OF SELMA ADDING CHAPTER 25 OF TITLE 5 OF THE  
SELMA MUNICIPAL CODE CREATING THE DOWNTOWN SELMA BUSINESS  
IMPROVEMENT DISTRICT**

\*\*\*\*\*

THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY ORDAIN as follows:

SECTION 1. Chapter 25 of Title 5 of the Selma Municipal Code shall be created to read as follows:

5-25-1: This chapter is adopted pursuant to the provisions of the "Parking and Business Improvement Area Law of 1989," being Sections 36500 et seq. of the California Streets and Highway Code.

5-25-2: Designation. There is created and established a business improvement district area designated as the "Downtown Selma Business Improvement District" ("District").

5-25-3: Description of the District. The exterior boundaries of the District is that portion of the Central Commercial Zone District in the City of Selma, County of Fresno, State of California, within the streets and address ranges as shown on Exhibit "A" to this Ordinance.

5-25-4: Increase of Business License Fee. Effective January 1, 2023, there is imposed an initial increase and additional levy of business license fees upon all businesses located within the boundaries of the District which are required to pay a business license fee under the provisions of Chapter 1 of Title 5 of this Code.

5-25-5: Initial Rate of Increase and Additional Levy of Business License Fee. The initial increase and additional levy of the business license fees imposed upon businesses within the District shall be an amount equal to one hundred percent (100%) of the business license fees imposed by Chapter 1 of Title 5, and subsequent amendments thereto, as the same applies to businesses located within the District and which are required to pay a business license fee ("District Assessment"). Business within the District not required to pay a business fee will be assessed an annual fee of One Hundred Dollars (\$100.00). The Advisory Board as defined in Section 5-25-10 may recommend to the City Council adjustments to the District Assessment and the City Council shall have the authority to adjust the amount of the District Assessment by resolution of the City Council.

5-25-6: Definitions and Classifications. The definitions and classifications of businesses shall be determined by the definitions and classifications set forth in Chapter 1 of Title 5 as the same apply to businesses within the District.

5-25-7: Collection of District Assessments. The collection of the District Assessments imposed by this chapter shall be made at the same time and in the same manner as the ordinary business license fees pursuant to the provisions of Chapter 1 of Title 5 and shall be due and payable and subject to the same penalties for delinquencies as provided in Chapter 1 of Title 5 as the same applies to businesses paying a regular business license fee.

5-25-8: Enforcement of Provisions. It shall be the duty of the City Clerk for the city or his/her appointee to enforce the provisions of this chapter by any lawful means.

5-25-9: District Services. The services (collectively "District Services") to be initially provided by the District are as follows:

- (A) Marketing strategies and programming to create an appealing and vibrant Downtown Selma will be developed as part of the overall program. Efforts will be made to encourage both locals and visitors to explore Downtown Selma. Traditional and non-traditional marketing activities and products will be explored including an interactive website, electronic communication tools and printed materials.
- (B) Attention will be made to address physical improvements. These may include pressure washing sidewalks and alleys along with curb painting, above and beyond what is currently done by the City. These efforts will improve walkability within the Downtown.
- (C) Business recruitment efforts will seek to increase the mix of retail/restaurant businesses in collaboration with the City of Selma Economic Development Department. In addition, compilation of periodic market reports will guide the direction of business development.

The Advisory Board as defined in Section 5-25-10 may recommend to the city council changes to the District Services and the city council shall have the authority to change the District Services by resolution of the city council

5-25-10: Advisory Board. For the purpose of advising the City Council and making recommendations regarding the operation of the District, the services performed by the District, and the methods and ways in which the revenue derived from the levy of the District Assessments imposed by this chapter shall be used within the scope of the services set forth in this chapter; and to perform such other powers and duties as the City Council may determine, the Downtown Selma Business Improvement District Advisory Board ("Advisory Board") is created.

The Advisory Board shall consist of seven (7) members appointed by a majority vote of the City Council for a term of one (1) year.

The Advisory Board members shall be persons who own businesses within the District that pay District Assessments as provided by this chapter. Annually, the Advisory Board shall present an annual budget to the city council for review and approval. The proposed budget shall include an estimate of income and expenditures by the Advisory Board to carry out the purposes of the District.

5-25-11: Regular and Additional Revenues - Deposits. The District Assessments shall be deposited in the Downtown Selma Business Improvement District Fund ("Fund") to be created by the city. All expenses of the District shall be paid only from District Assessments deposited in the Fund.

5-25-12: Disestablishment. The City Council may disestablish the District by adopting an ordinance after holding a public hearing on disestablishment in accordance with the provisions on Section 36550 of the California Streets and Highway Code as amended. Upon disestablishment of the District, any remaining revenues derivate from the levy of District Assessments shall be refunded to the owners of the businesses located and operating in the District in accordance with the provisions of Section 36551 of the California Streets and Highway Code as amended.

SECTION 2: California Environmental Quality Act: The City Council, having considered the staff report and all public comments, has determined that the Zoning Code Text Amendment is exempt under California Environmental Quality Act (CEQA) Section 15061(b)(3) and Section 15183. The project is exempt under the “common sense” exemption because it does not involve the construction or alteration of facilities that will have a significant effect on the environment.

SECTION 3: Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

SECTION 4: Effective Date and Posting of Ordinance: This Ordinance shall take effect and be in full force thirty (30) days from and after the date of passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in the Selma Enterprise, or other local publication, with the names of those City Council Members voting for or against the Ordinance.

\*\*\*\*\*

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Selma held on the 3rd day of October 2022, and passed and adopted at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by the following vote, to wit:

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

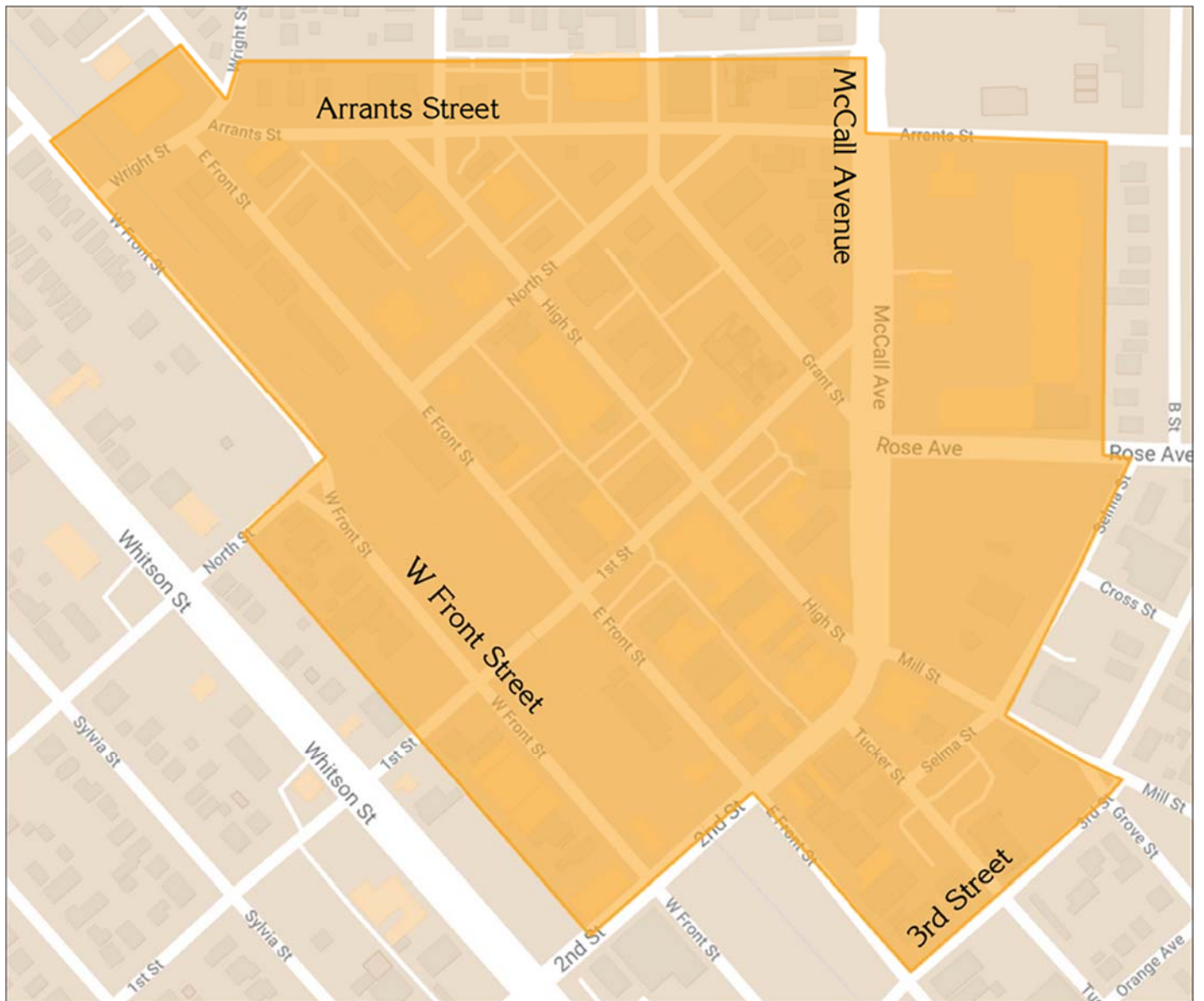
\_\_\_\_\_  
Scott Robertson, Mayor

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

APPROVED AS TO FORM:

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

EXHIBIT "A"



## **RESOLUTION NO. 2022 – 63 R**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA DECLARING ITS INTENTION TO ESTABLISH THE SELMA DOWNTOWN BUSINESS IMPROVEMENT DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989**

**WHEREAS**, in response to requests from the many businesses in Downtown Selma, the City Council of the City of Selma (“City Council”), pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Section 36500 et seq.), intends to form a parking and business improvement area to be known as the "Downtown Selma Business Improvement District".

#### **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. Pursuant to Chapter 2 of the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code section 36522 et seq.), the City Council hereby declares its intention to form a parking and business improvement area in the City of Selma known as the "Downtown Selma Business Improvement District" ("District").
2. The boundaries of the area to be included in the District shall be that portion of the Central Commercial Zone District area in the City of Selma within the streets and address ranges and as depicted on Exhibit “A” which is attached hereto and made a part hereof.
3. The purpose of forming the District as a parking and business improvement area under the Parking and Business and Improvement Area Law of 1989 is to provide revenue to pay the costs of marketing and improvements, along with business development and research, which will benefit businesses in the District including, without limitation.
  - a. Marketing strategies and programming to create an appealing and vibrant Downtown Selma will be developed as part of the overall program. Efforts will be made to encourage both locals and visitors to explore Downtown Selma. Traditional and non-traditional marketing activities and products will be explored including an interactive website, electronic communication tools and printed materials.
  - b. Attention will be made to address physical improvements. These may include pressure washing sidewalks and alleys along with curb painting, above and beyond what is currently done by the City. These efforts will improve walkability within the Downtown.
  - c. Business recruitment efforts will seek to increase the mix of retail/restaurant businesses in collaboration with the City of Selma Economic Development Department. In addition, compilation of periodic market reports will guide the direction of business development.

4. All businesses operating in the District will pay an annual assessment based upon an allocation of service costs and a percentage of City business license fees. The maximum annual assessment for the first year of the District will be 100% of the City business license fee paid by each business in the District. New businesses will be exempt from the levy of an assessment for a period not to exceed one year (California Streets and Highways Code Section 36531). Businesses within the District that do not pay a City business license fee will pay a flat assessment of \$100.00 per year.

5. The above described assessment is an annual charge and shall be levied, collected, and enforced in the same manner, at the same time, and with the same penalties and interest as a City business license.

6. The total assessment collected from any business under the provisions of the ordinance creating the District shall not exceed one hundred percent (100%) of the annual business license fee paid by the business.

7. Pursuant to Section 54954.6 of the California Government Code, notice is hereby given, that September 19, 2022 at the hour of 6:00 p.m., or shortly thereafter, in the City Council Chambers, 1710 Tucker Street, Selma, California, is fixed as the time and place when the City Council shall conduct a public hearing where any and all persons having any desire to be heard may appear and state their views for or against the formation of the District, the extent of the area of the District, the type of services to be conducted in the District, the levy of assessments and the amount thereof and any other issues related to the District.

8. The City Clerk is hereby directed to give notice of the above-mentioned public hearing by both publication and mailing pursuant to Section 54954.5 of the California Government Code.

9. At the public hearing, the City Council shall hear and consider all protests against the establishment of the District, the extent of the District area or the furnishing of specified types of services within the District. A protest may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity of defect to which the objection is made.

10. Every written protest shall be filed with the City Clerk at or before the time fixed for the public hearing. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

This Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 18<sup>th</sup> of July, 2022 by the following vote:

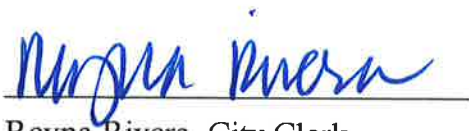
AYES: 5 COUNCIL MEMBERS: Guerra, Mendoza-Navarro, Trujillo, Cho, Robertson  
NOES: 0 COUNCIL MEMBERS: None  
ABSTAIN: 0 COUNCIL MEMBERS: None  
ABSENT: 0 COUNCIL MEMBERS: None

(Signature on following page)



A handwritten signature in blue ink, appearing to read "Scott Robertson", written over a horizontal line.

Scott Robertson, Mayor

A handwritten signature in blue ink, appearing to read "Reyna Rivera", written over a horizontal line.

Reyna Rivera, City Clerk

**Management District Plan**  
for the creation of the  
Downtown Selma Business Improvement District

**Contents**

Summary of the Management District Plan.....	1
Why Create the Downtown Selma BID? .....	2
Improvement and Activity Plan.....	3
Process	
BID Boundaries	
Work Program	
Plan Budget	
Assessments.....	4
Assessment Methodology	
Calculation of Assessments	
Assessment Adjustments	
Governance .....	5

**Exhibits**

- List of businesses to be benefited
- Base level of services letter of intention from City of Selma

Prepared for the  
City of Selma and the Downtown Selma BID Steering Committee  
by AMI Concepts

## SUMMARY

The proposed Downtown Selma Business Improvement District (BID) will be an assessment district that conveys special benefits to the businesses located within the district boundaries. As described in this plan, it is proposed that the BID will provide marketing and improvements above and beyond those provided by the City of Selma. This approach has been used successfully in downtowns throughout California and the nation, helping to improve the business mix, promote walkability and increase sales.

### Location

The district will encompass the core of the downtown area bounded approximately by McCall Ave, 3<sup>rd</sup> St, W Front St and Arrants St. A map is included to provide details.

### Services and Activities

The goal of the BID is to create an economically vital Downtown. The district will finance marketing and improvements to attract residents and visitors while stabilizing and improving the Downtown environment and experience. All businesses within the district will receive benefits.

### Method of Financing

The district will be funded by a levy of assessments upon businesses that benefit from services and activities within the district.

### Budget

Total district assessment budget for its first year of operations is \$25,000 (estimate).

ACTIVITY	BUDGET	% OF TOTAL
District Activities	\$23,750	95%
Contingency	\$1,250	5%
TOTAL	\$25,000	100%

### Cost

Annual assessments are based upon an allocation of program costs. Annual maximum assessment for the first year of the district is 100% of business license fees. Businesses within the district that don't require a business license will pay fee of \$100.

### City Services

The City of Selma has established and documented the base level of preexisting City services and has evidenced its intention to continue to deliver and/or pay for these services if a BID is formed. The BID will not replace any pre-existing general City services.

### District Governance

The BID Advisory Board will be appointed by the Selma City Council. The Board shall consist of seven (7) members approved annually by a majority vote of the Selma City Council. Prospective Board members will complete applications prior to the Downtown BID annual review. The BID Advisory Board will make recommendations and monitor service delivery.

### District Creation

The Downtown Selma BID district will be formed by the Selma City Council upon request by the Downtown Selma BID Workgroup. Included in this first ordinance will be the Management District Plan with a budget and assessment rates.

### Duration

The BID remains in place once approved unless it is disestablished. However, annual Council actions are required to keep it operable. Those include accepting the annual report, appointing the BID Advisory Board, approving the annual budget, and approving assessments.

## WHY CREATE THE DOWNTOWN SELMA BID?

### What is a BID?

A Business Improvement District (BID) is created to energize a business district through a public-private partnership that is a catalyst for revitalization. The district can provide activities, such as marketing, maintenance, and image enhancement, that are in addition to those provided by local government. BIDs provide services that improve the overall viability of business districts resulting in increased sales.

### Why Downtown Selma?

- *Create a vibrant Downtown* Downtown Selma faces similar challenges to other small downtowns in the Central Valley. The BID is viewed as a proactive step to create immediate impact through marketing and other improvements.
- *Attract New Businesses and Customers to Downtown* The Downtown area has shops and restaurants, but would benefit from increasing the ratio of retail/restaurant businesses to service businesses, creating a more walkable Downtown. This would set the stage for attracting more customers, both Selma residents and visitors. Working in concert with the City of Selma, the BID will provide supplemental resources to improve Downtown's image to these markets
- *Enhance Sales and Occupancies* BIDs are acknowledged as a critical ingredient in downtown revitalization and are proven to work by funding services that enhance the economic viability of a business district. Success is measured by higher sales and targeted occupancy rates.
- *Private Sector Control* An Advisory Board consisting of downtown business owners will govern the BID. Annual BID workplans and budgets will be developed by the Advisory Board, ensuring that the BID will be directly accountable to those who pay an assessment.

## IMPROVEMENT AND ACTIVITY PLAN

### Process

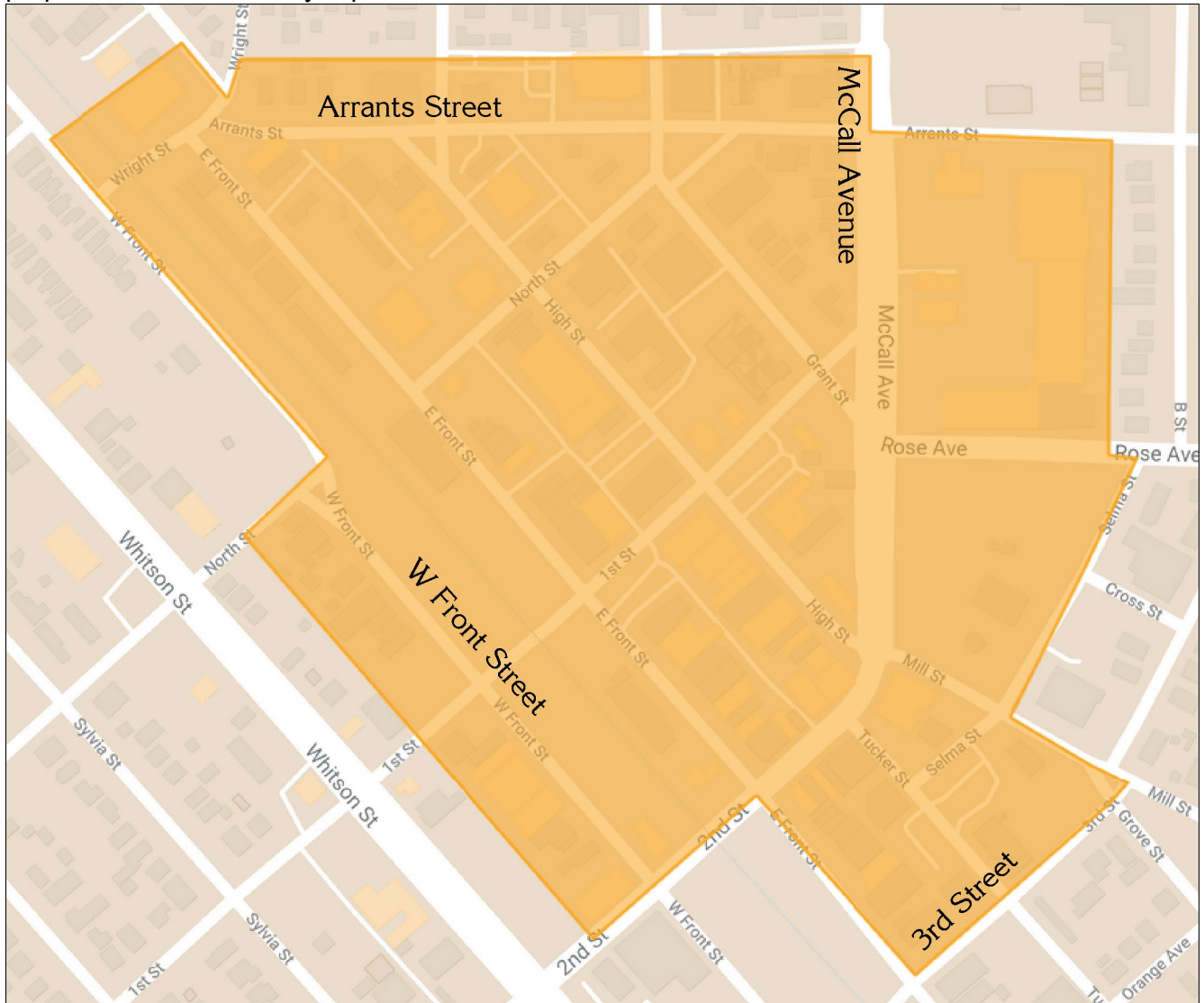
In the spring of 2020, the City of Selma sought grants to fund a feasibility study to explore a Downtown Selma BID. The consulting firm of AMI Concepts was retained by the City to guide the process. Key steps of the process included:

- *BID Steering Committee* To guide the consultant team and test BID concepts, a group of business owners was formed. A roster of the BID Steering Committee is provided in the Appendix.
- *Business Owner Engagement* Working with business owners, the consultant held an Open House and conducted a survey in May 2021, then held a series of meetings during the summer of 2021. Priorities that emerged:
  - Increase sales and walkability
  - Improve the business mix to include more retail and restaurant businesses
  - Confirm BID services as supplemental to, and not in replacement of, City services
  - Focus on marketing and improvements
- *City Base Level of Services* A letter was provided by the Community Development Director identifying current relevant city services and an intention to continue these services throughout the life of the BID.
- *Plan Review & Final Plan* The draft BID Management District Plan and budget were reviewed by the BID Steering Committee and individual business owners. Business owners were invited to an Open House in September 2021 to review the plan. Input from this meeting, plus with

Steering Committee members, led to the completion of the final plan.

### Bid Boundaries

The proposed BID district will encompass the core of the Downtown area. A detailed map of the proposed district boundary is provided here.



### Work Program

- *An Inviting, Attractive and Economically Vital Downtown*  
To respond to stakeholder priorities and guiding principles for a Downtown Selma BID, the BID Steering Committee reviewed several scenarios for providing district-wide services. Objectives in developing the scenarios included:
  - Deploy a program that will make a visible, tangible and lasting impact.
  - Ensure that BID-funded services are supplemental to, and do not replace, existing City services.
  - Provide flexibility in the modeling of the program so that the BID can make adjustments as market conditions change.

- **Marketing**  
Marketing strategies and programming to create an appealing and vibrant Downtown Selma will be developed as part of the overall program. Efforts will be made to encourage both locals and visitors to explore Downtown Selma. Traditional and non-traditional marketing activities and products will be explored including an interactive website, electronic communication tools and printed materials.
- **Improvements**  
Attention will be made to address physical improvements. These may include pressure washing sidewalks and alleys along with curb painting, above and beyond what is currently done by the City. These efforts will improve walkability within the Downtown.
- **Business Development and Market Research**  
Business recruitment efforts will seek to increase the mix of retail/restaurant businesses in collaboration with the City of Selma Economic Development Department. In addition, compilation of periodic market reports will guide the direction of business development.
- **Management and Reserve**  
Fund management will be performed by the City of Selma in accordance with the budgets and activities approved by the BID Advisory Board. Monthly reports will be provided by the City. There will be no charge for this service. A reserve fund of 5% is budgeted to provide a contingency for unforeseen program needs and to provide a cushion for assessment delinquencies.

### Plan Budget

The total improvement and activity plan budget is projected to be \$25,000. The initial budget allocation is summarized here.

ACTIVITY	AMOUNT	PERCENTAGE
Marketing and Improvements	\$18,750	75%
Business Development and Market Research	\$5,000	20%
Contingency	\$1,250	5%
TOTALS	\$25,000	100%

Final budget allocation decisions will be subject to the annual budget process of the BID Advisory Board. Other monies received for the benefit of the BID will not be included in this budget and can be spent as budgeted separately by the Advisory Board.

## ASSESSMENT

### Assessment Methodology

The primary BID assessment methodology is a common BID structure assessing businesses whereby business license fees are used as the basis. In addition, businesses not subject to business license fees will be assessed a \$100 flat fee. A factor of each fee is assessed annually, as determined by the BID Advisory Board. All businesses within the district are subject to assessment with one exception.

### Assessment Exceptions

A business recently established in the district is exempt from the levy of assessments for a period not to exceed one year from the date the business commenced operating in the district.

### Calculation of Assessments

The preceding methodology is applied to a database that has been constructed by the City of Selma

working with the BID Steering Committee. It consists of all businesses within the BID district.

### Assessment Adjustments

- *Annual Assessment Factor*  
An annual assessment factor will be determined by the BID Advisory Board. This factor will not exceed the initial assessment factor of 100% of both types of fees. Fees include business license fees and those assessed of businesses within the district that are not subject to business licenses.
- *Budget Process*  
A balanced budget approach is utilized to develop each annual budget within the constraints of the assessment rates. Any annual budget surplus or deficit is tracked. Prior year surpluses may be used as necessary, based on the allocations described in the Management District Plan.
- *Time and Manner for Collecting Assessments*  
As provided by state law, the City of Selma will bill the assessments in conjunction with the annual business license statement, or separately in the case of businesses that are not required to have City business licenses. Existing laws for enforcement and appeal of business license fees will apply to BID assessments.
- *Disestablishment*  
State law provides for the disestablishment of a BID pursuant to an annual review process. Each year that the BID is in existence, there will be a 30-day period during which the business owners will have the opportunity to request disestablishment of the District. This 30-day period begins each year on the anniversary day that the district was first established by City Council. Within that 30-day period, if a written petition is submitted by the business owners who pay more than 50 percent (50%) of the assessments levied, the BID may be disestablished. The City Council will hold a public hearing on disestablishing the PBID prior to doing so.
- *Issuance of Bonds*  
No bonds or other bonded debt are to be issued to finance activities and services envisioned in the Management District Plan.

### GOVERNANCE

Selma City Council will appoint the BID Advisory Board as part of the district formation process, and annually thereafter during the review process. The BID Advisory Board shall consist of seven (7) members who represent a business within the BID district. They are selected from available applicants and represent a broad mix of business types.

The BID Advisory Board meets monthly. Meetings are open to the public. It will hold district-wide meetings as needed for input on services and operations, including an annual nomination meeting for the BID Advisory Board.

BID Advisory Board will recommend budgets, services, and Advisory Board members. It will monitor service delivery and provide oversight of the district. The Advisory Board oversight will:

- Review monthly reports from the City of Selma
- Leverage BID funds with resources, programs and capabilities provided by other agencies and organizations in Selma
- Eliminate the potential for duplication of enhanced services and activities
- Ensure that Downtown Selma is represented by a unified voice, thereby maximizing Downtown's influence in policies and civic affairs.

Pursuant to State of California law, the BID Advisory Board will be subject to disclosure and notification guidelines set by the Ralph M. Brown Act and California Public Records Act.



# APPLICATION

## For Downtown Selma BID Advisory Board

NEW DEADLINE  
Thursday, September 29

Name STUART SKOGLUND

Address 2042 SECOND ST SELMA, CA

Phone \_\_\_\_\_  
(mobile) (home/work)

Business owned WORK FOR CALIFORNIA WATER SERVICE

Business address SAME AS ABOVE

Years operated a business in Downtown Selma CAL WATER HAS BEEN DOWNTOWN FOR OVER 20 YEARS

Community involvement BOARD OF DIRECTORS AT SECOND CHANCE

ANIMAL SHELTER. PRESIDENT OF ROTARY CLUB OF SELMA.

What knowledge and experience do you have in the following areas:

Marketing and Branding NOT TOO MUCH

Downtown Revitalization I UNDERSTAND THE IMPORTANCE OF HAVING A STRONG DOWNTOWN SO PEOPLE LIVING IN SELMA CAN SPEND TIME THERE AND BE PROUD OF IT.

Finance I MAINTAIN A YEARLY BUDGET AT CAL WATER. I AM THE TREASURER AT SECOND CHANCE ANIMAL SHELTER.

Community Services: Public Works, Public Utilities, Police Department OVER THE  
YEARS I'VE WORKED CLOSELY WITH PUBLIC WORKS AND OTHER  
UTILITY COMPANIES. IT'S IMPORTANT TO BUILD THOSE STRONG  
RELATIONSHIPS.

Explain your reasons for wanting to be on this board

I CAN MAKE A DIFFERENCE. I AM A GREAT TEAM PLAYER AND ENJOY WORKING WITH PEOPLE. I ALSO HAVE A DESIRE TO LEARN MORE ABOUT SELMA AND BUILD STRONGER RELATIONSHIPS.

Are you aware that this board meets once a month and you are required to attend these meetings? (Yes) No

List three references giving name and phone number:

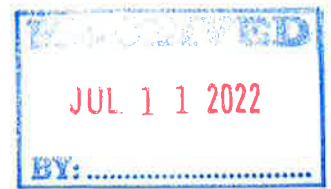
STEVE JOHNSON

TOM BRASSFIELD

TAMMY JOHNSON

Applicant's Signature \_\_\_\_\_ Date 9-29-22

**Submit completed application to City of Selma by Monday, September 12**



**APPLICATION**  
**For BID Advisory Board**  
Due Monday, July 11

Name Harold M. Phillips

Address \_\_\_\_\_

Phone \_\_\_\_\_ (559) 896-1930 Work  
(mobile) (home/work)

Business owned Martin Jewelers

Business address 1921 High Street, Selma, CA 93662

Years operated a business in Downtown Selma 68 Years

Community involvement Selma Rotary Club, Selma District Chamber of Commerce,

Selma Community Band (years ago) Board member, Selma District Chamber of Commerce

What knowledge and experience do you have in the following areas:

Marketing and Branding 43 years experience advertising, marketing for our business.

Included newspaper and radio in the past, now more social media and website

Downtown Revitalization Have always felt it was important for the store to look very nice.

Put up new store signs and logos. New paint scheme and remodeling of interior. New roof, A/C.

Finance 29 years experience running a retail jewelry store and repair/manufacturing shop

3130

Have worked with all three departments over the years involving various service projects with the Rotary Club

Served on the BID Formation Committee. My business is within the boundaries of the district.

David Staley	
Jeff Shepard	
Mike Derr	

**Submit completed application to City of Selma by Monday, July 11**

# APPLICATION

## Downtown Selma BID Advisory Board

NEW DEADLINE  
Monday, September 12

Name Parminder Singh

Address \_\_\_\_\_

Phone \_\_\_\_\_  
(mobile) (home/work)

Business owned Opening real estate office @ 2001 2<sup>nd</sup> St. (Trophy Shop)

Business address Own shops + apartments @ 1954-68 High St. 2001 2<sup>nd</sup> St.

Years operated a business in Downtown Selma 13 (London Properties Sales)

Community involvement Help promote the selma downtown and business. Investing capital to purchase + improve the downtown.

What knowledge and experience do you have in the following areas:

Marketing and Branding Very familiar with strategic branding + marketing. Specifically, my brand is in real estate sales + marketing in the Selma + Kingsburg area.

Downtown Revitalization Helped remove homeless + drug users from High St properties; updated downtown apartments, about to install new storefronts @ 1968 High St + next door; restoring/renovating the Trophy Shop on 2<sup>nd</sup> St.

Finance Experienced with the following businesses for finance:  
Farm operations / The UPS Store - Kingsburg / Real Estate Business.

$$N/K$$

I am significantly invested and want the downtown of Selma to flourish and thrive, and to help attract a more diverse set of businesses. The downtown needs a clear and concise plan to direct the rebrand, rehab, and to attract businesses to the downtown. Also, I would like to push for a matching grant for business owners to update their storefronts. Currently I am working on bring a popular coffee shop to open in the Trophy Shop.

Are you aware that this board meets once a month and you are required to attend these meetings? ☒ Yes ☐ No

Lisa Williams

Ryan Dias

Lisa Renier

09/12/22  
Date

127

**APPLICATION**  
**For BID Advisory Board**  
Due Monday, July 11

Name Charlotte "Char" Tucker

Address \_\_\_\_\_

Phone \_\_\_\_\_ (mobile) \_\_\_\_\_ 559-896-4777 (home/work)

Business owned ① Bill Tucker Real Estate ② The Downtown Car Wash

Business address 2128 North St, Selma 2129 North St Selma

Years operated a business in Downtown Selma 31

Community involvement Pres. Selma Chamber of Commerce

Selma Business Alliance Board member, Selma Rotary  
Selma Beautification Committee. Worked on BID  
Pres. Selma Cancer Support Steering Committee.

What knowledge and experience do you have in the following areas:

Marketing and Branding I have successfully grown 4 businesses  
over the past two decades. A restaurant & coffee  
house, car wash & real estate company. Branding is a way  
of identifying your business through marketing, appearance,  
customer service. It draws customers to you.

Downtown Revitalization

As a Chamber board member for several years  
we have worked hard to draw people to our downtown  
by hosting farmers markets, concerts in the park &  
various other events. We have helped market their  
holiday open houses & encouraged longer hours to accommodate  
late shoppers.

Finance

I have produced successful budgets to allow for  
marketing & growth of our business.



Community Services: Public Works, Public Utilities, Police Department I have  
worked in many different volunteer organizations  
over the years.

As a Service to our Community I have helped form  
& run Selma's Cancer Support. This organization  
a (501c3) is a Service to local Cancer patients,

Explain your reasons for wanting to be on this board

I have worked for several years to help our  
downtown merchants. I live and own businesses  
here in Selma and do not want to lose our  
downtown shopping. I feel that small towns  
should have a thriving downtown where shoppers  
can come & enjoy food, entertainment & the  
ambience of various shops. Our downtown  
should not be an exception to that. I will work  
hard to help continue the growth of our downtown  
and encourage downtown businesses to get involved.

Are you aware that this board meets once a month and you are required to attend these meetings? (Yes) No

List three references giving name and phone number:

Steve Johnson Car water

Stuart Skoglund Car water

Harold Phillips - Martin Jewelers

\_\_\_\_\_  
Applicant's Signature

7-7-22  
Date

Submit completed application to City of Selma by Monday, July 11

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

**October 3, 2022**

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**ITEM NO: 8.**

**SUBJECT:** Consideration of a Resolution Approving the Application for Community Development Block Grant (CDBG) Funding for Fiscal Year 2023-2024.

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**BACKGROUND:** Annually, the County of Fresno (County) receives an allocation of CDBG grant funds from the Federal Department of Housing and Urban Development (HUD), and the County makes a portion of these grant funds available to each of its seven (7) participating cities, which includes the City of Selma. The County requires submittal of an application package for each project for proposed funding and must be for CDBG eligible activity. The City of Selma is required to hold a Public Hearing to solicit input from the community for the use of CDBG funds for fiscal year 2023-2024. Notice of Public Hearing was published in the Selma Enterprise on September 21, 2022.

**DISCUSSION:** The project application for the 2023-2024 funding cycle is for the "Selma ADA Ramp Replacement Project." The proposed activity includes concrete improvements in the public right-of-way to provide continuous sidewalk and Americans with Disabilities Act (ADA) access as shown in the City of Selma Active Transportation Plan for Prioritized Sidewalk and Intersection Improvements that are located in the City of Selma eligible Block Groups. The various areas of work are bounded by Yerba Street to the north, Skelton Street to the east, Valley View Street to the south, and Van Horn Street to the west.

**FISCAL IMPACT:** The proposed project will be in the 2023-2024 budget. The Engineer's Estimate for this project is \$249,050. The project is expected to exceed the 2023-2024 allocation of \$235,000, which means the City of Selma will fund \$14,050 from its local transportation funds. If there are any unused funds from previous years, the City may request any unused funds to be added to the 2023-2024 project as an amendment to the original agreement.

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**RECOMMENDATION:** Staff Recommends that the City Council: 1) Open the Public Hearing and Take Public Comments; and 2) Adopt the Resolution Approving the Application for Community Development Block Grant (CDBG) Funding for Fiscal Year 2023-2024.

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\_\_\_\_\_/s/\_\_\_\_\_  
Philip L. Romero  
Interim City Engineer

\_\_\_\_9/30/2022\_\_\_\_\_  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Rob Terry  
Deputy City Manager

\_\_\_\_9/30/2022\_\_\_\_\_  
Date

**RESOLUTION NO. 2022\_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA,  
APPROVING THE APPLICATION FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FUNDING  
FOR FISCAL YEAR 2023-2024**

**WHEREAS**, the City of Selma is applying for the Community Development Block Grant (CDBG) funding for the fiscal year 2023-2024 from the County of Fresno Community Development Department for the following proposed project; and

**WHEREAS**, the proposed Selma ADA Ramp Replacement Project includes concrete improvements in the public right-of-way to provide continuous sidewalk and Americans with Disabilities Act (ADA) access as shown in the City of Selma Active Transportation Plan for Prioritized Sidewalk and Intersection Improvements that are located in the City of Selma eligible Block Groups.

**WHEREAS**, the Engineer's estimate for this project is \$249,050 and the amount of the annual CDBG allocation is \$235,000, with additional funding from local transportation funds or possibly by Amendment using any remaining unused CDBG funds from previous years; and

**WHEREAS**, on September 21, 2022, the Public Hearing was advertised in the Selma Enterprise to solicit comments and suggestions from the community for the utilization of these funds; and

**WHEREAS**, on October 3, 2022, the City Council held a duly noticed public hearing to solicit comments and suggestions from the community for the utilization of these funds.

**NOW THEREFORE, IT IS HEREBY RESOLVED**, that the City of Selma resolves as follows:

1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.
2. The City Council held a duly noticed public hearing to solicit comments and suggestions from the community for the utilization of these funds
3. The City Council does hereby approve the application for the CDBG project for the fiscal year 2023-2024.
4. The City Manager is hereby authorized to sign the necessary project agreement once received from the County of Fresno and any amendments to the agreement.
5. The City Manager is hereby authorized to sign the necessary Engineering agreement once received from the CDBG Engineer and any amendments to the agreement.
6. 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.

7. 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.

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was approved at a regular meeting of the City Council of the City of Selma on the 3rd day of October, 2022 by the following vote:

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

\_\_\_\_\_  
Scott Robertson, Mayor

ATTEST:

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