

**CITY OF SELMA
SPECIAL COUNCIL MEETING
May 6, 2019**

The special meeting of the Selma City Council was called to order at 5:30 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were Assistant City Attorney Casso, Assistant City Manager Moreno, City Manager Gallavan, Police Chief Garner and interested citizens.

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

CLOSED SESSION: At 5:31 p.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6:

Agency Negotiators:	Teresa Gallavan, City Manager James M. Casso, Assistant City Attorney
Employee Organization:	Miscellaneous Mid-Management Employees

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6:

Agency Negotiators:	Teresa Gallavan, City Manager James M. Casso, Assistant City Attorney
Employee Organization:	Public Works and Transit Maintenance Employees

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6:

Agency Negotiators:	Teresa Gallavan, City Manager James M. Casso, Assistant City Attorney
Employee Organization:	Secretarial Technical Clerical Association

Mayor Robertson reconvened the meeting from closed session at 5:59 p.m.

Assistant City Attorney Casso reported that the City Council recessed into closed session regarding the items described above and stated that direction was given to the agency negotiators with no final action taken and nothing further to report.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:00 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

**CITY OF SELMA
COUNCIL REGULAR MEETING
May 6, 2019**

The regular meeting of the Selma City Council was called to order at 6:01 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

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

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

INVOCATION: Pastor Josue Guevara led the invocation.

ORAL COMMUNICATION: Mr. Mark Armenta, Selma Boys and Girls Club of Fresno County, stepped forward to discuss the upcoming 3-year anniversary event at the club.

RECOGNITION OF FRESNO COUNTY RURAL TRANSIT AGENCY'S 40th ANNIVERSARY: Mr. Moses Stites, Fresno County Rural Transit Agency ("FCRTA") General Manager, stepped forward to present Council with a plaque thanking them for their partnership over the past forty years.

Mayor Robertson congratulated Mr. Stites and presented him with a certificate, on behalf of all the citizens of Selma in appreciation of their forty years of exceptional service to the Selma community. He then thanked them for their continued commitment to the citizens of Selma.

NATIONAL VOLUNTEER RECOGNITION MONTH: Community Services Director Kirchner stated that April was National Volunteer Recognition month, and stated that his department is extremely fortunate to be able to work with so many dedicated and hard-working volunteers. At this point in the meeting, Mayor Robertson presented certificates of recognition to the many volunteers that serve at the Selma Arts Center and the Nick Medina Senior Center. He thanked everyone for attending and extended an invitation for a short break to congratulate them for their service.

RECESS: At 6:27 p.m., Mayor Robertson called for a short break in the meeting. The meeting then reconvened at 6:40 p.m.

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

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

1. a. Approved Consideration of the minutes of the April 15, 2019, Council Meeting.
- b. Approved Consideration of the minutes of the April 23, 2019, Council Meeting.
- c. 2019-15R Consideration of a Resolution approving the project list for Senate Bill (SB) 1 Funding for Fiscal Year 2019 – 2020.
- d. 2019-16R Consideration of a Resolution in Support of a Fund Allocation for Rockwell Pond Park through the 2019-20 State Budget Process.
- e. Pulled Consideration of a Resolution in Support of a Funding Allocation for Public Safety, Capital and Infrastructure Improvements through the 2019-20 State Budget Process.
- f. 2019-18R Consideration of a Resolution in Support of a Funding Allocation for Safe and Clean Drinking Water for the Southern Central Valley through the 2019-20 State Budget Process.
- g. Approved Consideration of the purchase of seated audience risers for the Selma Cultural Arts Center.
- h. Approved Consideration of the appointment of a representative and an alternate alternate to serve as a member of the Kings Water Basin Authority Board
- i. Pulled Consideration of the check register dated April 30, 2019.

AGENDA ITEM 1.e. CONSIDERATION OF A RESOLUTION IN SUPPORT OF A FUNDING ALLOCATION FOR PUBLIC SAFETY, CAPITAL AND INFRASTRUCTURE IMPROVEMENTS THROUGH THE 2019-20 STATE BUDGET PROCESS: After discussion and clarification, motion to approve RESOLUTION NO. 2019-17R, A RESOLUTION IN SUPPORT OF A FUNDING ALLOCATION FOR PUBLIC SAFETY, CAPITAL AND INFRASTRUCTURE IMPROVEMENTS THROUGH THE 2019-20 STATE BUDGET PROCESS with corrections to the square footage and the funding shortfall was made by Council member Avalos and seconded by Mayor Pro Tem Franco. Motion carried with the following vote:

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

AGENDA ITEM 1.i. CONSIDERATION OF THE CHECK REGISTER DATED

APRIL 30, 2019: After discussion, motion to approve CHECK REGISTER DATED APRIL 30, 2019 was made by Mayor Robertson and seconded by Council member Guerra. Motion carried with the following vote:

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

2. Approved Consideration of a Memorandum of Understanding with Tutelian & Co., Inc. Regarding Potential Development of Community Park Infrastructure in Rockwell Pond

City Manager Gallavan reported on the matter for Council.

Mayor Pro Tem Franco motioned to table the matter for future discussion to allow more time to review the Memorandum of Understanding (“MOU”). The motion was seconded by Council member Trujillo but did not carry.

At this point in the meeting, City Manager Gallavan continued to discuss the proposed MOU between Tutelian & Company Inc. and the City.

Mr. Cliff Tutelian, Tutelian & Co., Inc. stepped forward to provide background information on the area as well as the request to coordinate efforts. He discussed his commitment to the City and the need to provide synergy with the potential park on the perimeter of Rockwell Pond.

After discussion, motion was made by Council member Avalos and seconded by Council member Guerra to approve the Memorandum of Understanding with Tutelian & Co., Inc. Regarding Potential Development of Community Park amenities around or at Rockwell Pond. Motion was carried by the following vote:

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

3. Approved Consideration of Professional Services Agreements with QK Inc. and Rincon Consultants, Inc. for On-call Planning Services

City Manager Gallavan reported that staff issued request for proposals (RFP) on March 1, 2019, for on-call planning services and received five responses. She stated that after a panel review and references checking, staff is recommending contracts with both QK and Rincon. QK would be the primary for day-to-day services with Rincon providing on-call support when needed.

Mr. Steve Brandt and Ms. Kira Noguera, representing QK stepped forward to introduce themselves to Council.

After Council discussion, Council member Trujillo moved to approve the agreements and authorize the City Manager to execute the agreements for On-call Planning Services with QK. Inc. and Rincon Consultants. The motion was seconded by Council member Avalos, and carried with the following vote:

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

4. Approved Consideration of a Professional Services Agreement with National Demographics Corporation for services related to district elections; and Appropriation of Funds from the General Fund

City Manager Gallavan reported that at the request of Council, staff contacted three firms for proposals to assist the City with districting services. She further reported that National Demographics Corporation provided a responsive proposal and recommended that Council approve the professional services agreement not to exceed \$44,750.00.

After discussion, motion was made Council member Trujillo and seconded by Council member Guerra to AUTHORIZE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION NOT TO EXCEED \$44,750 TO PROVIDE A WORKSHOP ON DISTRICT ELECTIONS AND POTENTIAL DEMOGRAPHIC AND DISTRICTING SERVICES. Motion carried with the following vote:

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

DEPARTMENT REPORTS: City Manager Gallavan reported that the memo regarding the planning project list would be issued on a monthly basis. Assistant City Attorney Casso also discussed the project list and the due process rights for any projects placed on the memo.

Assistant City Manager Moreno discussed the received 2017-18 Intergovernmental Transfer (“IGT”) program payments and a new mandated ambulance program for Council.

Mayor Robertson inquired on the ambulance programs. Assistant City Manager Moreno stated that he would provide information regarding the mandated ambulance program to Council.

Acting Public Works Director Ferrell thanked everyone for attending the ribbon cutting for the transit bus shelter and discussed the status of the Ringo park restroom project.

Fire Chief Petersen reported on the health and wellness program participation. He also discussed upcoming training and the request from the City of Kingsburg for a shared services agreement for the fire marshal position.

Police Chief Garner discussed the security during the Raisin Festival.

Community Services Director Kirchner thanked Council for recognizing the volunteers and reported on grants for recreation.

COUNCIL REPORTS: Council member Trujillo reported on attending the National Day of Prayer and thanked Chief Garner for the information requested regarding the preventative violence program.

Council member Guerra reported on attending the following: United Health Care Gala, transit bus shelter and Bell’s Kenpo Karate ribbon cuttings, and National Day of Prayer.

Council member Avalos reported on attending the transit bus shelter ribbon cutting, recent Democratic dinner event, and T-Mobile meeting in Kingsburg. He also discussed the upcoming Selma Kingsburg Fowler County Sanitation (“SKF”) District meeting. Council requested a rate workshop from SKF staff at a future meeting.

Mayor Pro Tem Franco reported on an upcoming Kings Water Basin Authority Board meeting and attending a recent Five Cities meeting.

Mayor Robertson reported on attending the following: transit bus shelter and Bell’s Kenpo Karate ribbon cuttings, meeting with County Board of Supervisor Mendes, Chamber mixer, United Health Center fundraiser, T-Mobile meeting in Kingsburg, Chamber queen coronation ceremony, Fresno Wild Life and Rehabilitation fundraiser, Cog meeting, and volunteering at Second Chance Animal Shelter and rabies vaccination clinic. He inquired about a community rally, an abandoned house, and debris on Golden State Boulevard.

ORAL COMMUNICATIONS: Mr. Bob Allen, Selma District Chamber of Commerce Executive Director, stepped forward to extend an invitation to the upcoming mixer and ribbon cutting. He also thanked Council for their support during the Raisin Festival.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:54 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

ITEM NO:

1.B.

SUBJECT: Consideration of a Resolution approving the updated Fresno County Multi-Jurisdictional Hazard Mitigation Plan to enable the plans final approval in accordance with the requirements of the Disaster Mitigation Act of 2000

BACKGROUND: The Disaster Mitigation Act of 2000 (Public Law 106-390) and the implementing regulations set forth by the Interim Final Rule published in the Federal Register on February 26, 2002, (44 CFR §201.6) and finalized on October 31, 2007, require that a Local Hazard Mitigation Plan ("LHMP") be prepared before a disaster to guide risk reduction activities prior to an event.

The City participated in the original planning process in 2007-2008 with Council adopting Resolution No. 2009-60R, approving the Fresno County Multi-Jurisdictional Hazard Mitigation Plan and City of Selma Local Hazard Mitigation Plan Annex on October 5, 2009.

DISCUSSION: The purpose of hazard mitigation is to reduce or eliminate long-term risk to people and property from hazards. Fresno County along with other participating jurisdictions developed this multi-jurisdictional LHMP to make the County and its residents less vulnerable to future hazard events. This plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000, so that Fresno County would be eligible for the Federal Emergency Management Agency's ("FEMA") Hazard Mitigation Assistance Grants, including Pre-Disaster Mitigation and Hazard Mitigation Grant programs as well as lower flood insurance premiums (in jurisdictions that participate in the National Flood Insurance Program's Community Rating System).

The local plan was originally developed in 2007-2008 and FEMA approved in 2009. The plan was comprehensively updated in 2017-2018 with FEMA approval February 2019. The County followed a planning process in alignment with FEMA guidance during its original development and update, which began with the formation of a hazard mitigation planning committee comprised of key county, city, and district representatives and other stakeholders. The City was represented on the committee by an Administrative Analyst and Police Lieutenant along with the support of other city staff.

City staff conducted a risk assessment that identified and profiled hazards that pose a risk to the City, assessed the City's vulnerability to these hazards, and examined the capabilities in place to mitigate them. The City, along with Fresno County is vulnerable to several hazards that are identified, profiled, and analyzed in this plan. Floods, severe weather, drought, and agricultural hazards are among the hazards that can have a significant impact on the City. The local findings are represented as part of the overall hazard mitigation plan.

Information in this plan will be used to help guide and coordinate mitigation activities and decisions for local land use policy in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to communities and their residents by protecting critical community facilities, reducing liability exposure, and minimizing overall

community impacts and disruptions. The Fresno County planning area has been affected by hazards in the past and is committed to reducing future impacts from hazard events and becoming eligible for mitigation-related federal funding.

In the plan, the City is identified as Annex J. Within this annex are general details about the City, specific data and review of identified hazards, and mitigation capabilities. This plan will also need to be adopted by reference into the Safety Element of the General Plan 2035 in accordance with the requirements of AB2140, the Planning and Zoning Law that requires a city to include a safety element in the General Plan.

RECOMMENDATION: Adopt Resolution approving the updated Fresno County Multi-Jurisdictional Local Hazard Mitigation Plan Dated May 2018, including the City of Selma Local Hazard Mitigation Plan as set forth in Annex J.

<u> /s/ </u>	<u> 05/31/2019 </u>
Robert Petersen, Fire Chief	Date
<u> <i>T. Gallavan</i> </u>	<u> 5-31-19 </u>
Teresa Gallavan, City Manager	Date

RESOLUTION 2019- __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, ADOPTING THE FRESNO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, INCLUDING THE CITY OF SELMA LOCAL HAZARD MITIGATION PLAN, AS SET FORTH IN ANNEX J

WHEREAS, the United States Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the City recognizes the consequences of disasters and the need to reduce the impacts of natural and human caused hazards; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the County of Fresno, as the lead agency, in 2017-2018 updated the Fresno County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, adoption of the Federal Emergency Management Agency (“FEMA”) approved Local Hazard Mitigation Plan (“LHMP”) establishes eligibility for the City to pursue hazard mitigation grant funding.

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 adopts the Fresno County Multi-Jurisdictional Hazard Mitigation Plan and City of Selma Local Hazard Mitigation Plan Annex J, attached hereto as Exhibit A, and incorporated herein by reference.

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

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

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2019, by the following vote:

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

Scott Robertson, Mayor

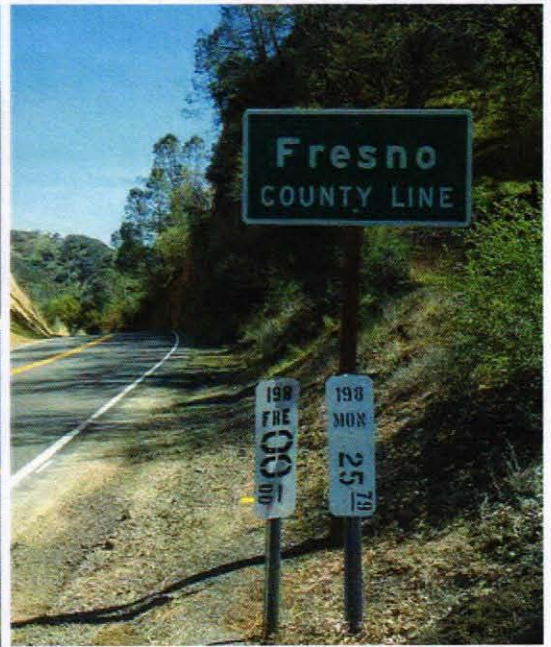
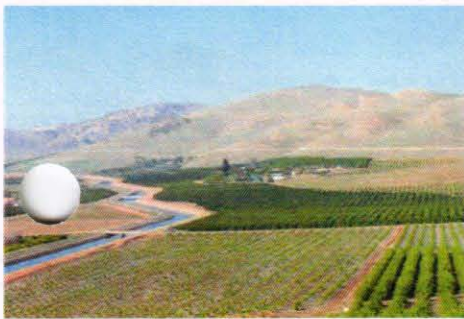
ATTEST:

Reyna Rivera, City Clerk



Fresno County Multi-Jurisdictional Hazard Mitigation Plan

May 2018



amec
foster
wheeler

Fresno County Multi-Jurisdictional Hazard Mitigation Plan

May 2018



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San Joaquin Valley Agricultural Lands, Limoneira buys 757 acres of orchards in San Joaquin Valley, Staff Report, Thursday, December 3, 2015, <https://www.pacbiztimes.com/2015/12/03/limoneira-buys-757-acres-of-orchards-in-san-joaquin-valley/>

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EXECUTIVE SUMMARY

The purpose of hazard mitigation is to reduce or eliminate long-term risk to people and property from hazards. Fresno County and the other participating jurisdictions developed this multi-jurisdictional hazard mitigation plan to make the County and its residents less vulnerable to future hazard events. This plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 so that Fresno County would be eligible for the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Assistance Grants, including Pre-Disaster Mitigation and Hazard Mitigation Grant programs as well as lower flood insurance premiums (in jurisdictions that participate in the National Flood Insurance Program's Community Rating System).

The plan was originally developed in 2007-2008 and FEMA approved in 2009. The plan was comprehensively updated in 2017-2018. The County followed a planning process in alignment with FEMA guidance during its original development and update, which began with the formation of a hazard mitigation planning committee (HMPC) comprised of key county, city, and district representatives and other stakeholders. The HMPC conducted a risk assessment that identified and profiled hazards that pose a risk to Fresno County, assessed the County's vulnerability to these hazards, and examined the capabilities in place to mitigate them. The County is vulnerable to several hazards that are identified, profiled, and analyzed in this plan. Floods, wildfires, severe weather, drought, and agricultural hazards are among the hazards that can have a significant impact on the County.

Based on the risk assessment, the HMPC identified goals and objectives for reducing the County's vulnerability to hazards. To meet identified goals and objectives, the plan recommends a number of mitigation actions that include actions specific to each participating jurisdiction. This plan has been formally adopted by the County and the participating jurisdictions and will be updated every five years at a minimum.

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Annex E: City of Fresno

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Annex G: City of Kingsburg

Annex H: City of Mendota

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Annex J: City of Selma

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Annex M: Fresno Metropolitan Flood Control District

Annex N: Lower San Joaquin Levee District
Annex O: Kings River Conservation District
Annex P: Sierra Resource Conservation District
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Appendix A: Adoption Resolutions

Appendix B: Hazard Mitigation Planning Committee

Appendix C: Mitigation Categories, Alternatives, and Selection Criteria

Appendix D: References

Appendix E: Planning Process



1 INTRODUCTION

1.1 Purpose

Fresno County, along with 17 participating jurisdictions, prepared this local multi-jurisdictional hazard mitigation plan to better protect the people and property of the County from the effects of hazard events. This plan underwent a comprehensive update in 2017-2018 building upon the plan that was originally developed in 2009. This plan demonstrates the community's commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources. This plan was also developed to make Fresno County and participating jurisdictions eligible for certain federal disaster assistance, specifically, the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM) program, and Flood Mitigation Assistance (FMA). This plan also meets the planning requirements of the National Flood Insurance Program's Community Rating System (CRS), in order to earn points under CRS Activity 510, which could lower flood insurance premiums in CRS communities.

1.2 Background and Scope

Each year in the United States, natural disasters take the lives of hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. These monies only partially reflect the true cost of disasters, because additional expenses to insurance companies and nongovernmental organizations are not reimbursed by tax dollars. Many natural disasters are predictable, and much of the damage caused by these events can be alleviated or even eliminated through planned mitigation.

Hazard mitigation is defined by FEMA as "any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event." The results of a three-year, congressionally mandated independent study to assess future savings from mitigation activities provides evidence that mitigation activities are highly cost-effective. On average, each dollar spent on mitigation saves society an average of \$4 in avoided future losses in addition to saving lives and preventing injuries (National Institute of Building Science Multi-Hazard Mitigation Council 2005). An update to this report in 2017 (Natural Hazard Mitigation Saves: 2017 Interim Report) indicates that mitigation grants funded through select federal government agencies, on average, can save the nation \$6 in future disaster costs, for every \$1 spent on hazard mitigation.

Hazard mitigation planning is the process through which hazards that threaten communities are identified, likely impacts of those hazards are determined, mitigation goals are set, and appropriate strategies to lessen impacts are determined, prioritized, and implemented. This plan documents Fresno County's hazard mitigation planning process, identifies relevant hazards and

vulnerabilities, and provides strategies the County and participating jurisdictions will use to decrease vulnerability and increase resiliency and sustainability in Fresno County.

The Fresno County Multi-Jurisdictional Hazard Mitigation Plan is a multi-jurisdictional plan that geographically covers everything within Fresno County's jurisdictional boundaries (hereinafter referred to as the planning area). Unincorporated Fresno County and the following communities and special districts participated in the planning process; an asterisk '**' indicates jurisdictions added to the plan during the 2017-2018 update:

- City of Clovis
- City of Coalinga
- City of Firebaugh*
- City of Fowler*
- City of Fresno
- City of Kerman
- City of Kingsburg
- City of Mendota
- City of Reedley*
- City of San Joaquin*
- City of Sanger
- City of Selma
- Fresno Metropolitan Flood Control District
- Lower San Joaquin Levee District
- Sierra Resource Conservation District/Highway 168 Fire Safe Council
- Kings River Conservation District*
- Westlands Water District*

This plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 (Public Law 106-390) and the implementing regulations set forth by the Interim Final Rule published in the *Federal Register* on February 26, 2002, (44 CFR §201.6) and finalized on October 31, 2007. (Hereafter, these requirements and regulations will be referred to collectively as the Disaster Mitigation Act.) While the act emphasized the need for mitigation plans and more coordinated mitigation planning and implementation efforts, the regulations established the requirements that local hazard mitigation plans must meet in order for a local jurisdiction to be eligible for certain federal disaster assistance and hazard mitigation funding under the Robert T. Stafford Disaster Relief and Emergency Act (Public Law 93-288). Because the Fresno County planning area is subject to many kinds of hazards, access to these programs is vital.

Information in this plan will be used to help guide and coordinate mitigation activities and decisions for local land use policy in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to communities and their residents by protecting critical community facilities, reducing liability exposure, and minimizing overall community

impacts and disruptions. The Fresno County planning area has been affected by hazards in the past and is thus committed to reducing future impacts from hazard events and becoming eligible for mitigation-related federal funding.

1.3 Plan Organization

The Fresno County Multi-Jurisdictional Hazard Mitigation Plan is organized as follows:

- Chapter 2: Community Profile
- Chapter 3: Planning Process
- Chapter 4: Risk Assessment
- Chapter 5: Mitigation Strategy
- Chapter 6: Plan Adoption
- Chapter 7: Plan Implementation and Maintenance
- Jurisdictional Annexes
- Appendices

1.3.1 Jurisdictional Annexes

Each jurisdiction participating in this plan developed its own annex, which provides a more detailed assessment of the jurisdiction's unique risks as well as their mitigation strategy to reduce long-term losses. Each jurisdictional annex contains the following:

- Community profile summarizing geography and climate, history, economy, and population;
- Hazard risk information for geographically specific hazards or unique vulnerabilities;
- Hazard map(s) at an appropriate scale for the jurisdiction, if available;
- Number and value of buildings, critical facilities, and other community assets located in hazard areas, if available;
- Vulnerability information in terms of future growth and development in hazard areas;
- A capability assessment describing existing regulatory, administrative, technical, and fiscal resources and tools as well as outreach efforts and partnerships and past mitigation projects; and
- Mitigation actions specific to the jurisdiction.

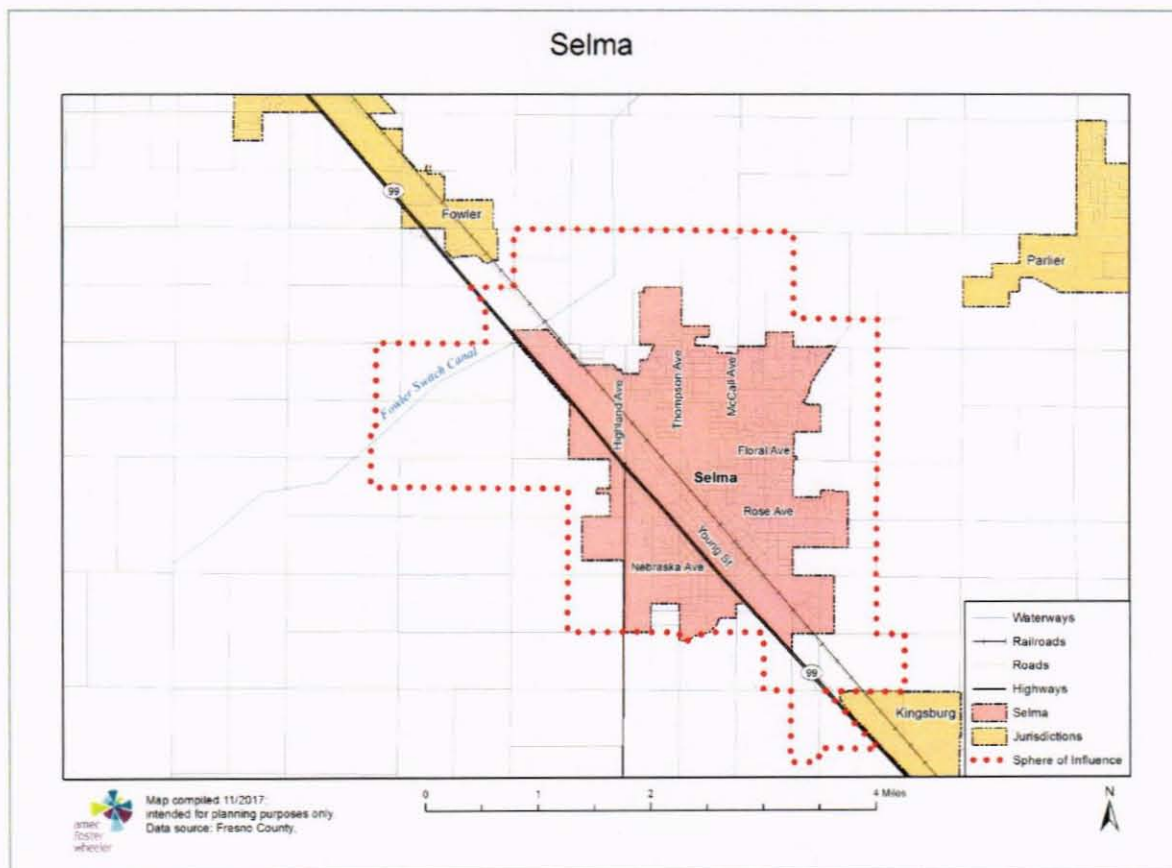


ANNEX J: CITY OF SELMA

J.1 Community Profile

Figure J.1 displays a map and the location within Fresno County of the City of Selma and its Sphere of Influence.

Figure J.1: The City of Selma



J.1.1 Geography and Climate

The City of Selma is located in the central San Joaquin Valley in Fresno County and is about 20 miles west of the Sierra Nevada Mountains. Selma is 19 miles south of the City of Fresno at the crossroads of State Highways 99 and 43. A major, busy railroad line runs diagonally through the City and parallel to State Highway 99. Neighboring communities include Kingsburg (5 miles south), Fowler (8 miles northwest), and Reedley (12 miles northeast). The City and its Sphere of Influence occupy an 8,194-acre area; the City alone comprises 3,316 acres. Over the past decade the City's boundaries have changed minimally, with only a small annexation of land in the southwestern portion of the City's Sphere of Influence. The landscape is generally flat.

The climate is mild year-round with average summer daytime highs in the 90s and winter daytime lows in the 40s. The summer months are very dry, while the winter months get the most rainfall and moisture. Selma’s average yearly rainfall is approximately 11.2 inches.

J.1.2 History

Selma was founded in 1893 as an incorporated, agricultural-based city because of the area’s mild and temperate climate and the presence of a Southern Pacific Railroad line.

J.1.3 Economy

Much of the area’s economy is agriculturally based. The City of Selma is known as the Raisin Capital of the World because the area has numerous vineyards that produce raisins and supporting packing companies. Other local produce includes tree fruits such as peaches. The retail industry in the City of Selma is growing. The leaders in retail sales include large car dealerships, building material and farming implement establishments, and other general retailers. The retail sales increase is due to population growth, Selma’s incorporation into the Fresno metropolitan area, and the volume of people that pass through the City on its major highways. Select estimates of economic characteristics for the City of Selma are shown in Table J.1.

Table J.1: City of Selma’s Economic Characteristics, 2016

Characteristic	City of Selma
Families below Poverty Level	20.9%
All People below Poverty Level	23.1%
Median Family Income	\$45,303
Median Household Income	\$41,086
Per Capita Income	\$15,686
Population in Labor Force	10,430
Population Employed*	9,195
Unemployment	11.6%
Number of Companies	7,100

Source: U.S. Census Bureau American Community Survey 2012-2016 5-Year Estimates, www.census.gov/

*Excludes armed forces

Tables J.2 and J.3 show how the City of Selma’s labor force breaks down by occupation and industry based on estimates from the 2016 American Community Survey.

Table J.2: City of Selma's Employment by Occupation, 2016

Occupation	# Employed	% Employed
Natural Resources, Construction, and Maintenance Occupations	2,203	24.0
Sales and Office Occupations	1,957	21.3
Service Occupations	1,776	19.3
Production, Transportation, and Material Moving Occupations	1,700	18.5
Management, Business, Science, and Arts Occupations	1,559	17.0
Total	9,195	100.0

Source: U.S. Census Bureau American Community Survey 2012-2016 5-Year Estimates, www.census.gov/

Table J.3: City of Selma's Employment by Industry, 2016

Industry	# Employed	% Employed
Educational Services, and Health Care and Social Assistance	1,752	19.1
Agriculture, Forestry, Fishing and Hunting, and Mining	1,392	15.1
Retail Trade	1,024	11.1
Manufacturing	925	10.1
Arts, Entertainment, and Recreation, and Accommodation, and Food Services	723	7.9
Public Administration	649	7.1
Construction	573	6.2
Wholesale Trade	540	5.9
Professional, Scientific, and Mgmt., and Administrative and Waste Mgmt. Services	497	5.4
Transportation and Warehousing, and Utilities	386	4.2
Finance and Insurance, and Real Estate and Rental and Leasing	322	3.5
Other Services, Except Public Administration	317	3.4
Information	95	1.0
Total	9,195	100.0

Source: U.S. Census Bureau American Community Survey 2011-2015 5-Year Estimates, www.census.gov/

J.1.4 Population

The population was estimated at 24,597 in 2016 with a population density of 4,758 people per square mile. Select demographic and social characteristics for the City of Selma from the 2016 American Community Survey are shown in Table J.4.

Table J.4: City of Selma's Demographic and Social Characteristics, 2016

Characteristic	City of Selma
Gender/Age	
Male	50.0%
Female	50.0%
Median age	30.7
Under 5 years	8.0%
Under 18 years	30.4%
65 years and over	11.4%
Race/Ethnicity*	
White	73.7%

Asian	5.2%
Black or African American	0.4%
American Indian/Alaska Native	0.8%
Hispanic or Latino (of any race)	80.7%
Education	
High school graduate or higher	61.1%
Disability Status	
Population 5 years and over with a disability	9.7%

Source: U.S. Census Bureau American Community Survey 2012-2016 5-Year Estimates, www.census.gov/

*Of the 95.7% reporting one race

J.2 Hazard Identification and Summary

Selma’s planning team identified the hazards that affect the City and summarized their frequency of occurrence, spatial extent, potential magnitude, and significance specific to Selma (see Table J.5). In the context of the plan’s planning area, there are no hazards that are unique to Selma.

Table J.5: City of Selma—Hazard Summaries

Hazard	Geographic Extent	Probability of Future Occurrences	Magnitude/Severity	Significance
Agricultural Hazards	Limited	Highly Likely	Critical	Medium
Avalanche	N/A	N/A	N/A	N/A
Dam Failure	Extensive	Occasional	Critical	Medium
Drought	Significant	Likely	Limited	High
Earthquake	Significant	Occasional	Catastrophic	Medium
Flood/Levee Failure	Extensive	Unlikely	Critical	Medium
Hazardous Materials Incident	Significant	Likely	Critical	High
Human Health Hazards:				
Epidemic/Pandemic	Extensive	Occasional	Catastrophic	Medium
West Nile Virus	Limited	Highly Likely	Negligible	Low
Landslide	Limited	Occasional	Limited	Low
Severe Weather				
Extreme Cold/Freeze	Significant	Highly Likely	Negligible	Medium
Extreme Heat	Extensive	Highly Likely	Limited	Medium
Fog	Extensive	Likely	Negligible	Medium
Heavy Rain/Thunderstorm/Hail/Lightning	Extensive	Highly Likely	Limited	Medium
Tornado	Extensive	Unlikely	Negligible	Low
Windstorm	Extensive	Likely	Limited	Medium
Winter Storm	Extensive	Highly Likely	Negligible	Low
Soil Hazards:				
Erosion	No Data	Likely	No Data	Low
Expansive Soils	No Data	Occasional	No Data	Low
Land Subsidence	Limited	Occasional	No Data	Low
Volcano	Extensive	Unlikely	Negligible	Low
Wildfire	Extensive	Highly Likely	Critical	Low
Geographic Extent Limited: Less than 10% of planning area Significant: 10-50% of planning area Extensive: 50-100% of planning area		Magnitude/Severity Catastrophic—More than 50 percent of property severely damaged; shutdown of facilities for more than 30 days; and/or multiple deaths Critical—25-50 percent of property severely damaged; shutdown of facilities for at least two weeks; and/or injuries and/or illnesses result in permanent disability Limited—10-25 percent of property severely damaged; shutdown of facilities for more than a week; and/or injuries/illnesses treatable do not result in permanent disability Negligible—Less than 10 percent of property severely damaged, shutdown of facilities and services for less than 24 hours; and/or injuries/illnesses treatable with first aid		
Probability of Future Occurrences Highly Likely: Near 100% chance of occurrence in next year, or happens every year. Likely: Between 10 and 100% chance of occurrence in next year, or has a recurrence interval of 10 years or less. Occasional: Between 1 and 10% chance of occurrence in the next year, or has a recurrence interval of 11 to 100 years. Unlikely: Less than 1% chance of occurrence in next 100 years, or has a recurrence interval of greater than every 100 years.		Significance Low: minimal potential impact Medium: moderate potential impact High: widespread potential impact		

J.3 Vulnerability Assessment

The intent of this section is to assess Selma's vulnerability separate from that of the planning area as a whole, which has already been assessed in Section 4.3 Vulnerability Assessment in the main plan. This vulnerability assessment analyzes the population, property, and other assets at risk to hazards ranked of medium or high significance that may vary from other parts of the planning area.

The information to support the hazard identification and risk assessment for this Annex was collected through a Data Collection Guide, which was distributed to each participating municipality or special district to complete during the original outreach process in 2009. Information collected was analyzed and summarized in order to identify and rank all the hazards that could impact anywhere within the County, and used to rank the hazards and to identify the related vulnerabilities unique to each jurisdiction. In addition, the City of Selma's HMPC team members were asked to validate the matrix that was originally scored in 2009 based on the experience and perspective of each planning team member relative to the City of Selma.

Each participating jurisdiction was in support of the main hazard summary identified in the base plan (See Table 4.1). However, the hazard summary rankings for each jurisdictional annex may vary slightly due to specific hazard risk and vulnerabilities unique to that jurisdiction (See Table J.5). Identifying these differences helps the reader to differentiate the jurisdiction's risk and vulnerabilities from that of the overall County.

Note: The hazard "Significance" reflects the overall ranking for each hazard, and is based on the City of Selma's HMPC member input from the Data Collection Guide and the risk assessment developed during the planning process (see Chapter 4 of the base plan), which included a more detailed qualitative analysis with best available data.

The hazard summaries in Table J.5 reflect the hazards that could potentially affect the City. Those of Medium or High significance for the City of Selma are identified below. The discussion of vulnerability related information for each of the following hazards is located in Section J.3.2 Estimating Potential Losses. Based on this analysis the priority hazards (High Significance) for mitigation include drought and hazardous materials incidents.

- agricultural hazards
- dam failure
- drought
- earthquake
- flood/levee failure
- hazardous materials incidents
- human health hazards: epidemic/pandemic*
- severe weather: extreme cold; extreme heat; fog; heavy rain/thunderstorm/hail/lightning; windstorm*

***Note:** Epidemic/pandemic and windstorm are considered Medium priority hazards by the City of Selma but are not unique to the City in the context of the full planning area. See Chapter 4 Risk Assessment for details on vulnerability to these hazards.

Other Hazards

Hazards assigned a Significance rating of Low and which do not differ significantly from the County ranking (e.g., Low vs. High) are not addressed further in this plan, and are not assessed individually for specific vulnerabilities in this section. In the City of Selma, those Low priority hazards are as follows:

- human health hazards: West Nile Virus
- landslide
- severe weather: tornado; winter storm
- soil hazards
- volcano
- wildfire*

Note*: Wildfire is of High significance for the County, but is of Low significance to the City because there are no structures within the City or its Sphere of Influence that are at risk to any fire severity zones. For more information about how wildfire affects the County as a whole, see Chapter 4 Risk Assessment in the main plan.

Additionally, the City's planning team decided to rate several hazards as Not Applicable (N/A) to the planning area due to a lack of exposure, vulnerability, and probability of occurrence. **Avalanche** is considered not applicable to the City of Selma.

J.3.1 Assets at Risk

This section considers Selma's assets at risk, including values at risk; critical facilities and infrastructure; historic, cultural, and natural resources; and growth and development trends.

Values at Risk

The following data on property exposure is derived from the Fresno County 2017 Parcel and Assessor data. This data should only be used as a guideline to overall values in the City, as the information has some limitations. The most significant limitation is created by Proposition 13. Instead of adjusting property values annually, the values are not adjusted or assessed at fair market value until a property transfer occurs. As a result, overall value information is likely low and does not reflect current market value of properties. It is also important to note that in the event of a disaster, it is generally the value of the infrastructure or improvements to the land that

is of concern or at risk. Generally, the land itself is not a loss. Table J.6 shows the 2017 values at risk broken down by property type for the City of Selma.

Table J.6: 2017 Property Exposure for the City of Selma by Property Type

Property Type	Parcel Count	Building Count	Improved Value	Content Value	Total Value
Agricultural	3	2	\$2,381,240	\$2,381,240	\$4,762,480
Commercial	351	590	\$152,581,224	\$152,581,224	\$305,162,448
Exempt	30	89	\$0	\$0	\$0
Industrial	95	134	\$28,998,925	\$43,498,388	\$72,497,313
Multi-Residential	407	838	\$66,139,922	\$33,069,961	\$99,209,883
Residential	4,903	5,796	\$520,672,552	\$260,336,276	\$781,008,828
Total	5,789	7,449	\$770,773,863	\$491,867,089	\$1,262,640,952

Source: Fresno County 2017 Parcel and Assessor data

Critical Facilities and Infrastructure

A critical facility may be defined as one that is essential in providing utility or direction either during the response to an emergency or during the recovery operation. An inventory of critical facilities in the City of Selma from Fresno County GIS is provided in Table J.7 and mapped in Figure J.2. This is the information that was used for mapping and analysis purposes.

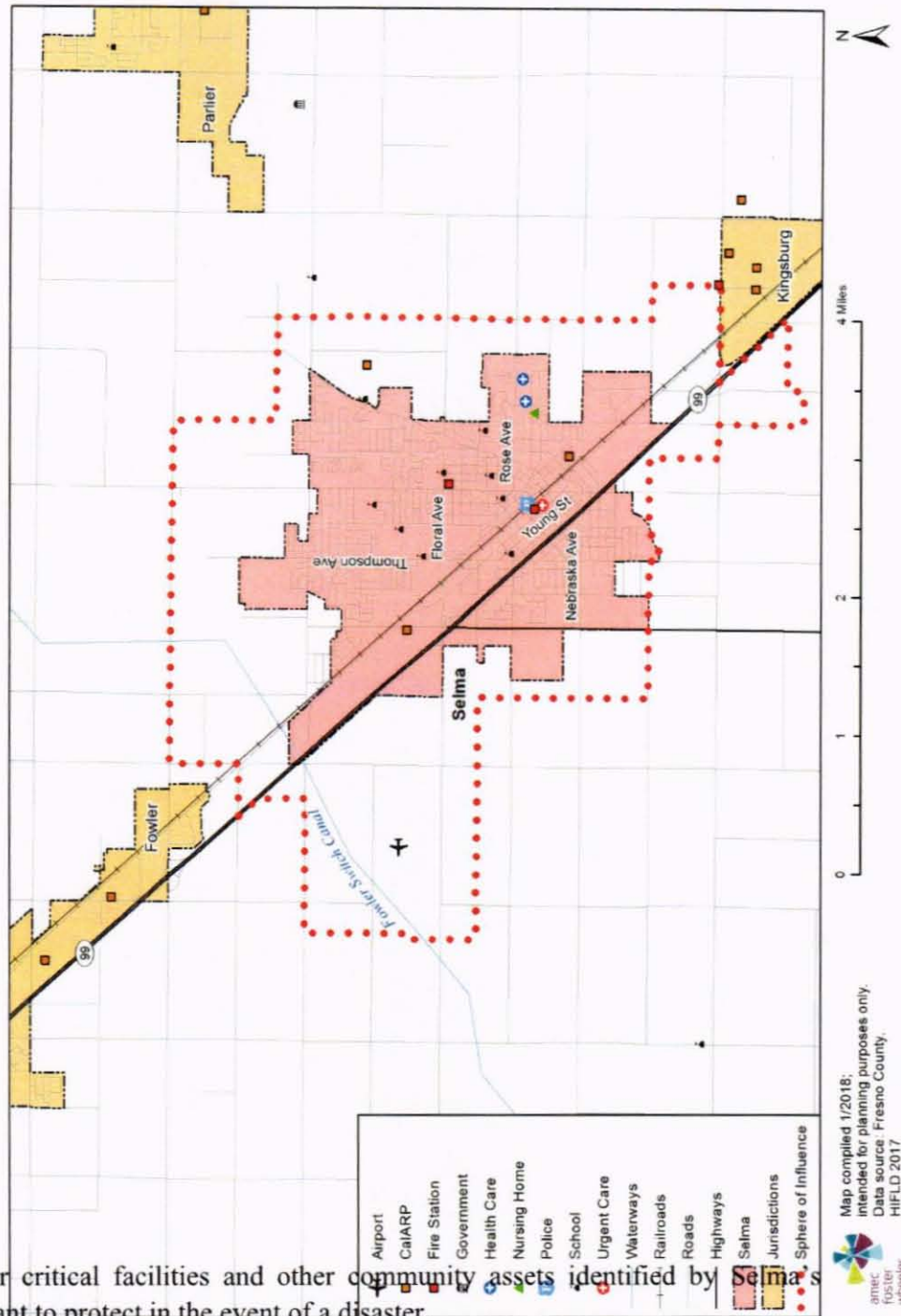
Table J.7: City of Selma's Critical Facilities

Critical Facilities Type	Number *
CalARP	2
Colleges & Universities	1
Fire Station	2
Health Care	2
Nursing Home	1
Police	1
School	11
Sheriff	1
Urgent Care	1
Total	22

Source: Fresno County, HIFLD 2017

Figure J.2: C

Selma Critical Facilities



Map compiled 1/2018;
intended for planning purposes only.
Data source: Fresno County,
HIFLD 2017
amec
foster
wheeler

Table J.8 lists particular critical facilities and other community assets identified by Selma's planning team as important to protect in the event of a disaster.

Table J.8: Specific Critical Facilities and Other Community Assets Identified by City of Selma Planning Team

Name of Asset	Replacement Value (\$)	Occupancy/ Capacity #	Hazard Specific Info
Police Department	1,700,000	51	Located next to a railroad track, which is parallel to a gas line also.
Fire Station 2	1,400,000	6 on duty	

		21 total	
Fire Station 1	1,400,000	4 on duty	Located within half a block of a railroad track and a gas line.
Selma Community Hospital	45,000,000	500	Hazardous materials located within
City Hall	4,500,000	74 seated/ 159 standing	Located within a block of a railroad track and a gas line
Fire Administration Bldg.	584,246	50	
Senior Center	1,200,000	232	
Public Works Yard	1,500,000	16	Hazardous materials located within

The City has four major medical facilities: Selma Community Hospital has 60 beds (including a 15-bed emergency wing), Kaiser Permanente Medical Clinical has an outpatient treatment facility, Bethel Lutheran Home has 87 beds, and Selma Convalescent Home has 34 beds.

The City is planning to build a new police headquarters and will remodel the fire station #2 to accommodate more employees within the next three to five years.

Historic, Cultural, and Natural Resources

There are no registered state or federal historical sites in the City, although Pioneer Village is a historically based village where many community events are held. The City of Selma has some environmentally sensitive areas, which include Rockwell Pond and the Young Ponding area.

Growth and Development Trends

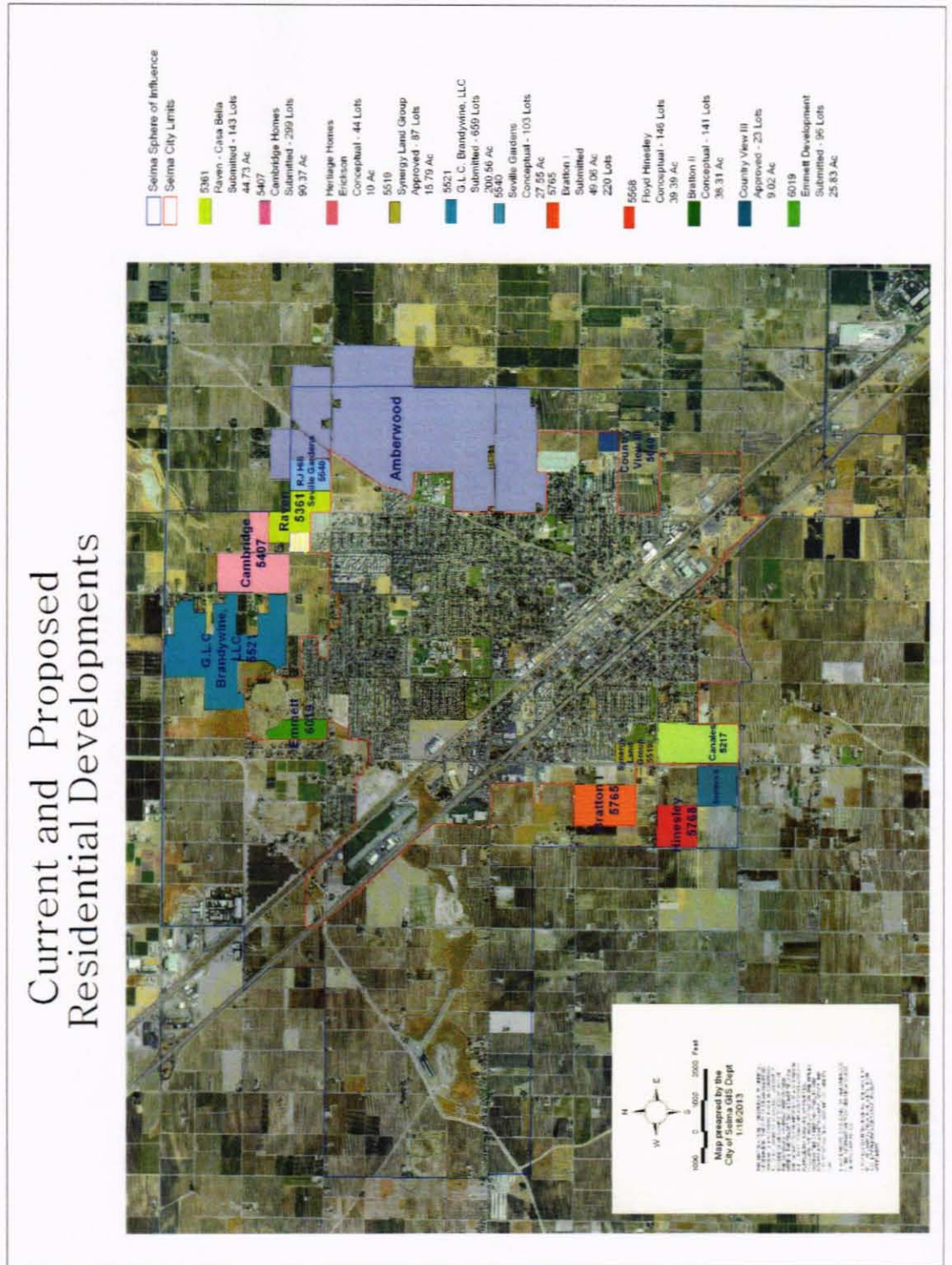
Selma is growing at a rapid pace and is likely to continue this trend for many years. Figure I.3 shows the location of new development in the City. Table J.9 illustrates how the City has grown in terms of population and number of housing units between 2010 and 2015.

Table J.9: City of Selma's Change in Population and Housing Units, 2010-2015

2010 Population	2015 Population Estimate	Estimated Percent Change 2010-2015	2000 # of Housing Units	2007 Estimated # of Housing Units	Estimated Percent Change 2010-2015
23,219	24,017	3.44	6,813	6,984	2.51

Source: American Community Survey 2011-2015 5-Year Estimates, U.S. Census Bureau 2010 Decennial Census

Figure J.3: P



Currently, there are no manufactured housing developments in Selma and there are no planned housing developments that would be located in specified flood hazard areas or in areas with unstable soil. One possible development of concern may be the Tutelian Commercial Project that is located adjacent to the Rockwell Pond, which accepts stormwater runoff from the City. However, the grading and drainage plan will mitigate any localized flooding issues or other issues associated with Rockwell Pond.

More general information on growth and development in Fresno County as a whole can be found in "Growth and Development Trends" in Section 4.3.1 Fresno County Vulnerability and Assets at Risk of the main plan.

J.3.2 Estimating Potential Losses

Note: This section details vulnerability to specific hazards, where quantifiable, and/or where (through HMPC member input) it differs from that of the overall County.

Table J.6 above shows Selma's exposure to hazards in terms of number and value of structures. Fresno County's assessor's data was used to calculate the improved value of parcels. The most vulnerable structures are those in the floodplain (especially those that have been flooded in the past), unreinforced masonry buildings, and buildings built prior to the introduction of modern day building codes. Impacts of past events and vulnerability to specific hazards are further discussed below (see Section 4.1 Hazard Identification for more detailed information about these hazards and their impacts on Fresno County).

Agricultural Hazards

Although there is not much agriculture in the City limits, the surrounding areas are mostly agricultural land. The City of Selma is greatly affected by any agricultural hazard, because the economy is largely based on this industry. Besides the obvious extreme weather hazards, such as drought, flood and heavy rains, and extreme heat, other agricultural hazards could be a major impact on Selma. Hazards such as pests on certain crops could be a major issue for the economy. Past pests on crops have cost millions of dollars in damage and have included the glassy-winged sharpshooter, olive fruit fly, and red imported fire ant. Other hazards from agriculture itself include air pollution, water shortages, and hazardous materials spills.

Fresno County is one of the top counties in the nation in poor air quality. Often, citizens of the County have a higher chance of having respiratory problems, including asthma in children, than others in the United States. Each year, air quality is also responsible for crop losses. Water shortages are becoming a problem in the area, and crop irrigation, which is necessary to support the industry and thus the economy, adds to the problem. Agricultural sites that store hazardous materials that are close to the City could affect the City directly in the event of a spill or explosion.

Dam Failure

According to the City's 1991 Safety Element, information from the U.S. Army Corps of Engineers, California Office of Emergency Services, and Fresno County indicated that Selma would be in extreme danger in the event of a complete dam failure at Pine Flat Dam at a time that the facility is at full capacity. This would be a worst-case scenario and Selma would be located in the center of a floodway approximately 17 miles wide and 8 to 10 feet deep within three hours of the failure. No projections of a lesser extent have been made for this hazard and there has not been a reported past event of dam failure at Pine Flat Dam.

Drought

Drought would mostly affect the economy of Selma by limiting water resources available for the agricultural sector and human consumption. The agricultural sector would need more irrigated water than normal. During drought periods, surface water allocations are reduced which leads to higher groundwater pumping from an already limited aquifer and thereby lowers the water table. Low water levels and water conservation for the area are already an issue, so a drought could impact Selma and its economy greatly.

Previous droughts happened between 1987 and 1992, which was statewide, and 1998-2004 (more of a dry spell than an actual drought). In 2007, there was an attempt to have a local state of emergency declared because of water supply shortages, especially for local farmers. There was also concern for an increase in West Nile virus because the breeding grounds were moving to urban areas with water due to the dry conditions in the rural areas.

The period between late 2011 and 2014 was the driest in California history since record-keeping began. The drought led to Governor Jerry Brown's instituting mandatory 25 percent water restrictions in June 2015. Subsequently, the winter of 2016-17 turned out to be the wettest on record in Northern California, surpassing the previous record set in 1982-83.

Earthquake

The City of Selma is located in Seismic Zone 3. The planning team identified 15 to 25 unreinforced masonry buildings in town, primarily retail buildings in downtown. Specifically, the team identified City Hall and the Police Department as critical facilities that may be vulnerable to seismic events. Although from a historical perspective, the potential for secondary hazards caused by earthquakes have been considered minimal and rare in the Selma area, the potential for liquefaction and ground settlement instabilities are not well known.

There has been some minimal structural damage in the past from earthquakes, in particular the 1983 Coalinga earthquake, which was felt in Selma. The damage done to an unreinforced masonry building was absorbed by the building's owner.

Flood/Levee Failure

Selma has not historically been subject to significant flooding. The mapped flood hazard area for a 100-year event includes one small area in the northwestern part of the City. The special flood hazard area contains 18 homes.

There is often localized flooding during heavy rain events due to the sheer amount of precipitation and the limited capacity of storm drainage system facilities, capacity issues, or failed operation of storm drain pumps. The City of Selma received American Recovery and Reinvestment Act (ARRA) funding to take a majority of the pumps off line and divert runoff from the Consolidated Irrigation District's (CID) canal system to Rockwell pond. The City is also currently working to divert the remaining pump stations to master planned retention basins. The City has prepared emergency response action plans for the remaining pump stations still active. Areas of localized flooding are illustrated in Figure J.4.

According to FEMA's 2016 Flood Insurance Study (FIS), the flood history of Selma is not well documented, but flooding reportedly occurred in the area in 1950, 1958, 1967, 1969, and 1978. In March 1958, nearly two inches of rain in less than a day clogged storm sewers and caused flooding in the central part of the City. In other floods, water has entered basements, sewer lines have backed up, and water has ponded in commercial and residential areas. Streets, lawns, and basements have been damaged; traffic has been disrupted; businesses have closed temporarily; and flood fighting has been necessary. Flooding has generally been short in duration (ponded areas being exceptions) and most damage has been considered minor.

More recently there has been major damage and some localized flooding from storms:

- **May 2005**—Drainage ditch almost overflowed; localized street flooding occurred.
- **January 2006**—Heavy rain caused much damage to homes and businesses in Selma.

Values at Risk

Following the methodology described in Section 4.3.2 Vulnerability of Fresno County to Specific Hazards, a flood map for the City of Selma was created (see Figure J.5). Table J.10 summarizes the values at risk in the City's 100-year floodplain as well as loss estimates for the 1 percent annual chance flood event.

Figure J.4: City of Selma Hazard Mitigation Flooding Intersections

City of Selma Hazard Mitigation Flooding Intersections

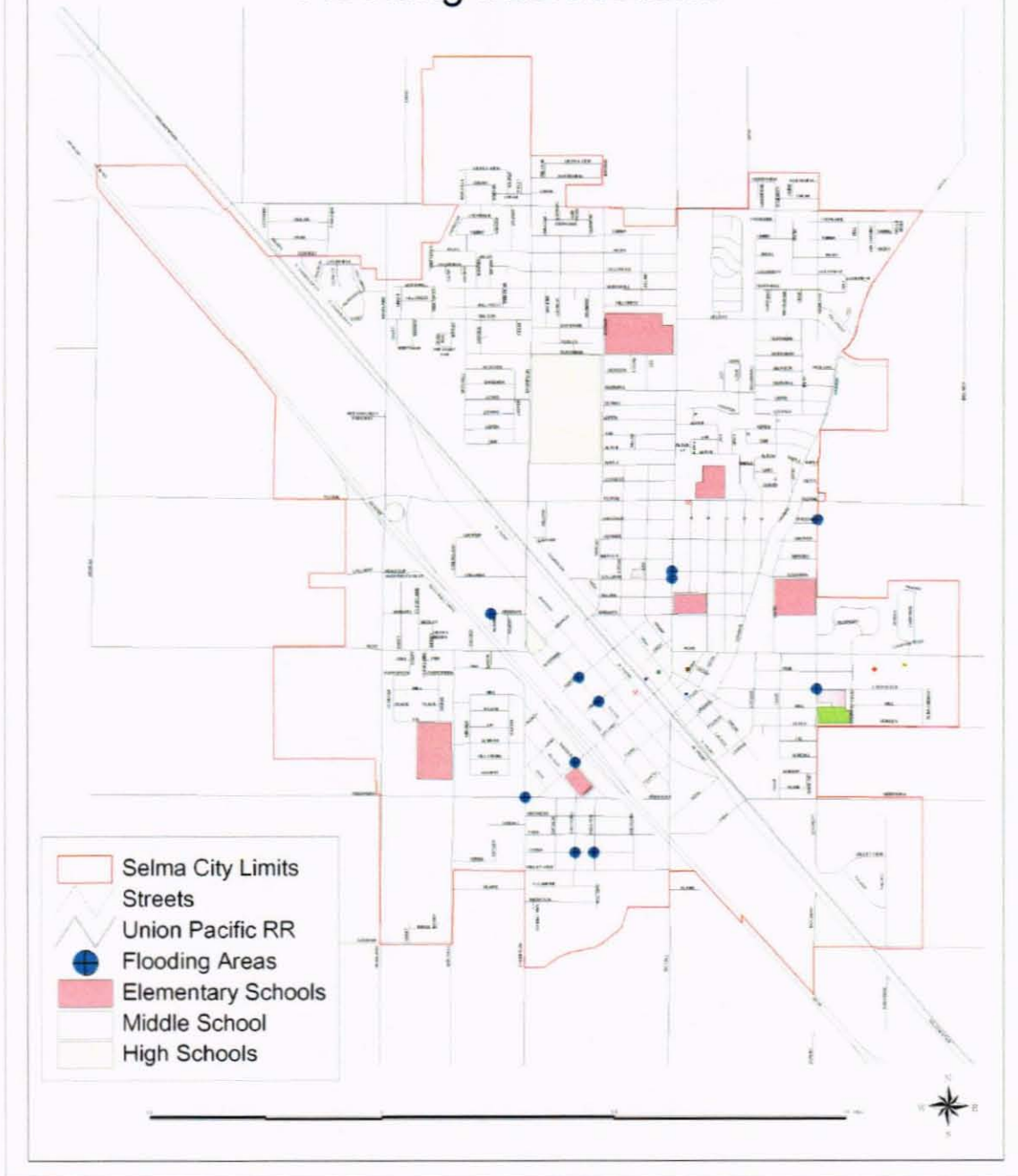
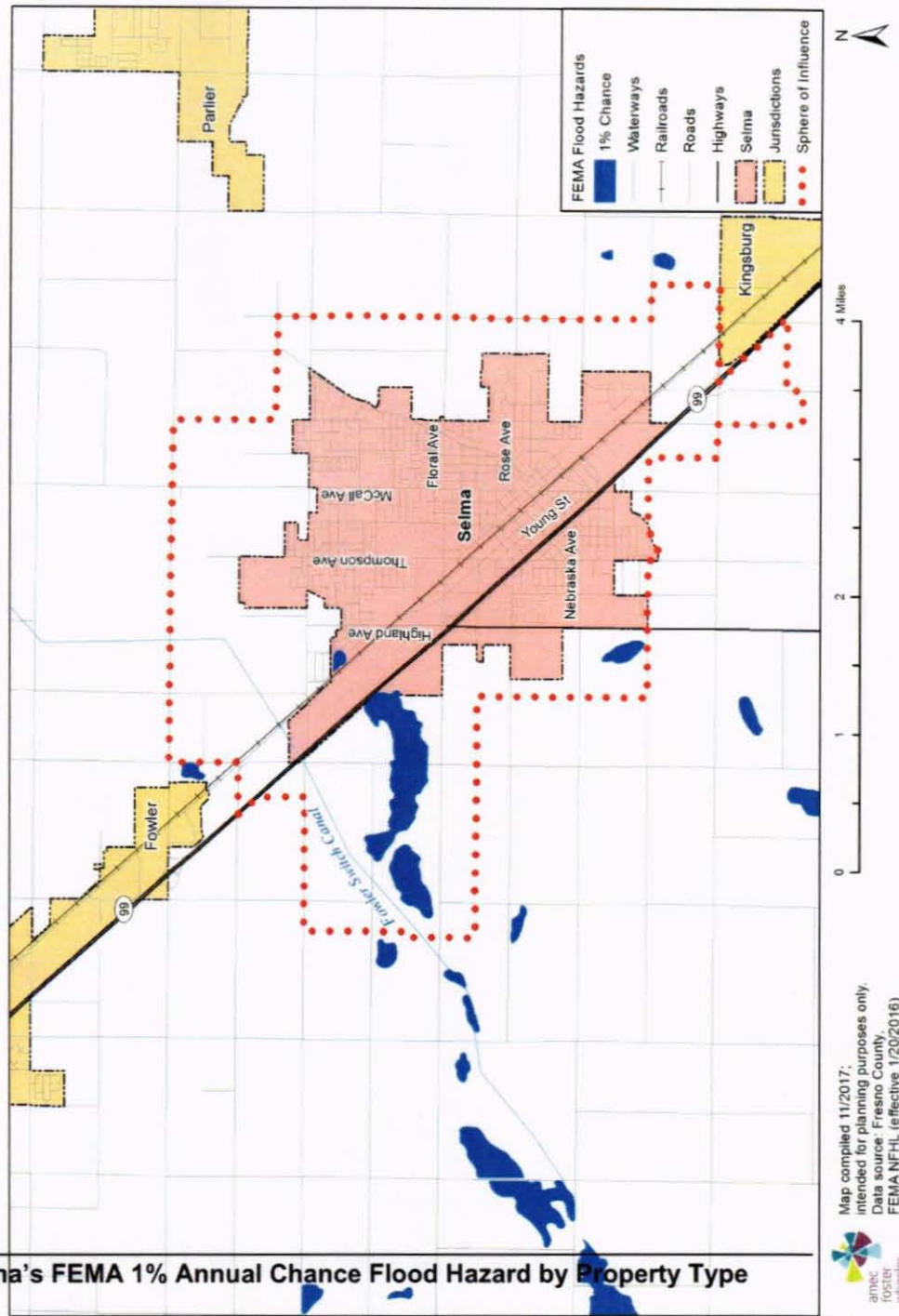


Figure J.5: City of Selma's 100-Year Floodplains

Selma FEMA Flood Hazards



Map compiled 11/2017;
intended for planning purposes only.
Data source: Fresno County,
FEMA NFHL (effective 1/20/2016)

Table J.10: City of Selma's FEMA 1% Annual Chance Flood Hazard by Property Type

Property Type	Parcel Count	Building Count	Improved Value	Content Value	Total Value	Loss Estimate
Residential	16	18	\$1,953,999	\$977,000	\$2,930,999	\$732,750
Total	16	18	\$1,953,999	\$977,000	\$2,930,999	\$732,750

Sources: Fresno County 2017 Parcel and Assessor data; FEMA 2009 FIRM

Based on this analysis, the City of Selma does have assets at risk to the 100-year flood. There are 16 improved parcels located in the 100-year flood hazard area for a total value of roughly \$2.9 million. There are no additional improved parcels in the 500-year floodplain.

Applying the 25 percent damage factor as described in Section 4.3.2, there is a 1 percent chance in any given year of a 100-year (or 500-year) flood causing roughly \$732,750 in damage in the City of Selma.

Limitations: This model may include structures in the floodplains that are elevated at or above the level of the base-flood elevation, which will likely mitigate flood damage. Also, the assessed values are well below the actual market values. Thus, the actual value of assets at risk may be significantly higher than those included herein.

Insurance Coverage, Claims Paid, and Repetitive Losses

The City of Selma has a flood insurance rate map but is not currently participating in the National Flood Insurance Program. According to the FEMA Community Information System accessed 9/17/2018 there are no Repetitive Loss or Severe Repetitive Loss properties located in the jurisdiction.

Population at Risk

Using parcel data from the County and the digital flood insurance rate map, population at risk was calculated for the 100-year and 500-year floods based on the number of residential properties at risk and the average number of persons per household (3.17). The following are at risk to flooding in the City of Selma:

- 100-year flood—51 people
- 500-year flood—0 people
- Total flood—51 people

Critical Facilities at Risk

Critical facilities are those community components that are most needed to withstand the impacts of disaster as previously described. According to data from Fresno County GIS and the digital flood insurance rate map, there are no critical facilities in Selma's flood hazard area.

Hazardous Materials Incident

Two major transportation arteries of statewide significance traverse Selma—a main line of the Southern Pacific Railroad and State Highway 99. These routes are both heavily used and are frequently used to transport hazardous materials that could represent a risk to the community if involved in a transportation accident. Land uses along the transportation routes are diverse. Of specific concern is the Police Department, which is located just a few feet from the railroad line and is the old train depot. One of the two fire stations is located one street way. Other areas of concern related to train derailment include the buried pipes and utilities that run along the tracks, poor crossings, and grade separation. Another transportation hazard is a small, two runway,

privately owned airport located two miles northwest of Selma that provides service to private planes.

The planning team identified two plane crashes and two major transportation-related hazardous materials spills in the past:

- **January 1991**—Three big trucks, one loaded with toxic chemicals, collided on Highway 99 in Selma. This collision caused an explosion that closed down the highway and killed two people and injured a third. A nearby elementary school was closed the day after the accident.
- **October 1996**—A freight train carrying household paint, batteries, compressed gas cylinders, and pesticides derailed north of Selma spilling 100 gallons of diesel fuel. There were no injuries; five area residents were evacuated.
- **November 2000**—A plane crash at the Selma Airport resulted in one death and critically injured one person.
- **January 2008**—A single plane crash on the edge of the City limits resulted in one death.

There are two CalARP hazardous materials facilities located in the City of Selma. As identified in Table J.11, there are five critical facilities in Selma located within a half mile of a CalARP facility.

Table J.11: Critical Facilities within ½ mile of CalARP Facility: City of Selma

Critical Facility Type	Count
Fire Station	1
Nursing Home	1
Police	1
Sheriff	1
Urgent Care	1
Total	5

Source: Fresno County, HIFLD 2017

Severe Weather: Extreme Cold/Freeze

The City of Selma experiences freezes that mostly affect the agricultural economy of Selma. Extreme cold also increases the energy demand, poses a threat to human health, and can cause damage to underground water piping throughout the City. Past freezes occurred in, 1990, 1991, 1998, and 2007. Warming centers were opened up for many of these freezes to help the public.

- **1991 and 1990**—These freezes caused catastrophic damage to the crops in the San Joaquin Valley and received presidential disaster declarations.
- **December 1998**—A freeze, accompanied by black ice and snow, caused numerous vehicle accidents in the area and required response from Selma’s public safety services. The freeze

was also devastating to the valley's agricultural sector and resulted in a presidential disaster declaration.

- **January 11-17, 2007**—This freeze, which received a presidential disaster declaration, had a huge economic impact on the City of Selma and many human service resources were used throughout the rest of the year. Impacts included crop damage and unemployment.
- **December 2016**—California growers spent over \$25 million in December to protect their crops from a post-rain cold snap. Though it was cold in the San Joaquin Valley – down to 23 degrees in parts of the of the Valley, according to the National Weather Service – it wasn't the ice-box along the eastern foothills from Fresno County to Kern County.

Severe Weather: Extreme Heat

Extreme heat events are primarily an issue of human health in Selma, particularly for the homeless, senior citizens, agricultural workers, people with decreased health status, and lower income citizens. Along with the extreme heat comes worsened air quality for the Central Valley region, which increases the chances of respiratory emergencies. Other major impacts of extreme heat events are agricultural losses, which affect the local economy in Selma, and increased water and energy demand, which results in increased operating costs.

The City operates cooling centers and uses the Connect CTY, a computerized telephone and e-mail notification system, to notify people of the issue and locations of the centers. The City also provides a transit system that can take citizens to the cooling centers. Summer temperatures in Selma can exceed 105°F and usually occur for a few days in a row, which is when cooling centers are opened. The Senior Center keeps a list of older adults to check up on, which is very helpful during this type of emergency as well as others.

Cooling centers were opened for extreme heat in Selma in 2007 and 2005. Other extreme heat years include 2016, 2015, 2014, 2003, 2002, and 1999. In mid-July 2006, a stretch of days with 100°F plus temperatures damaged crops, especially tomatoes, tree fruit, and grapes. It also led to a sharp increase in the number of mosquitoes infected with West Nile virus in the valley. The time period of January 2016 through December 2016 was the 3rd warmest year on record for California, according to NOAA's National Centers for Environmental Information (NCEI). California saw 2014 as the warmest year on record.

Severe Weather: Fog

Fog is a yearly occurrence around Selma and is a hazard that the City of Selma has learned to respond to. The City itself has fog that reduces visibility and can cause vehicle accidents. In addition, Selma's public safety personnel often have to respond to major accidents on the highways around Selma. This drains the local resources away from the City.

To try to combat this issue, the Selma Unified School system is on a "foggy day" schedule, which entails starting school later in the morning after a fog has lifted. Also, the California

Highway Patrol and California Department of Transportation work together on public education, press releases, pace cars, and signs for safer highway driving.

Some major accidents in the area attributed to fog include the following:

- **November 26, 1989**—21 vehicle pileup on Highway 99 near Selma, 14 people injured
- **January 23, 1990**—60+ vehicle pileup on Highway 99 north of Selma, five deaths
- **February 7, 1991**—Multiple vehicle pileup on Highway 99 between Selma and Fresno, three deaths, 30 people injured
- **January 1994**—56 vehicle pileup on Highway 99 near Selma, two deaths, 42 people injured
- **November 1998**—74 vehicle pileup on Highway 99, two deaths, 51 people injured
- **November 2000**—Small private plane crash, 1 death, 1 critically injured person
- **February 2002**—87 vehicle pileup on Highway 99 near Selma, three deaths, 51 people injured
- **November 2007**—102 vehicle pileup on Northbound Highway 99, two deaths, over 30 people injured

- **January 2017**—At least 40 vehicles were involved in multiple crashes in dense fog on Highway 198 in Kings County

Severe Weather: Heavy Rain/Thunderstorm/Hail/Lightning

There has been major damage and some localized flooding from storms during February 1992, February 1998, April 1999, May 2005, January and March of 2006, and January and February of 2017(see also Flood section above).

- **February 1992**—The City of Selma’s ambulance resources were used to respond to four accidents in a chain-reaction on Highway 99 due to heavy rain and hail. There were 12 vehicles involved in these near Fowler with only minor injuries to 12 people and no deaths.
- **February 1998**—A storm downed trees and power lines, damaged cars and homes, and caused power outages.
- **April 1999**—A week of cold, wet, and windy weather with hail caused some crop damage in the area.
- **May 2005**—A ditch almost overflowed, localized street flooding was reported, and houses were struck by lightning.
- **January 2006**—Heavy rains caused much of the damage to homes and businesses.
- **March 2006**—Extreme winds caused much of the damage, especially to a mobile home park.

- **January 2017**—In Fresno County, west of Selma, the intersection of Clovis Avenue and Conejo intersection flooded with several inches of water all across the road.

- **February 2017**—Heavy, persistent rainfall across northern and central California created substantial property and infrastructure damage from flooding, landslides and erosion

J.4 Capability Assessment

Capabilities are the programs and policies currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. This capabilities assessment is divided into five sections: regulatory mitigation capabilities, administrative and technical mitigation capabilities, fiscal mitigation capabilities, mitigation outreach and partnerships, and other mitigation efforts.

To develop this capability assessment, the jurisdictional planning representatives used a matrix of common mitigation activities to inventory which of these policies or programs were in place. The team then supplemented this inventory by reviewing additional existing policies, regulations, plans, and programs to determine if they contributed to reducing hazard-related losses.

During the plan update process, this inventory was reviewed by the jurisdictional planning representatives and Amec Foster Wheeler consultant team staff to update information where applicable and note ways in which these capabilities have improved or expanded. Additionally, in summarizing current capabilities and identifying gaps, the jurisdictional planning representatives also considered their ability to expand or improve upon existing policies and programs as potential new mitigation strategies. The City of Selma’s updated capabilities are summarized below.

J.4.1 Regulatory Mitigation Capabilities

Table J.12 lists regulatory mitigation capabilities, including planning and land management tools, typically used by local jurisdictions to implement hazard mitigation activities and indicates those that are in place in Selma.

Table J.12: City of Selma’s Regulatory Mitigation Capabilities

Regulatory Tool	Yes/No	Comments
General plan	Yes	2010, currently being updated
Zoning ordinance	Yes	March 2008, currently being updated
Subdivision ordinance	No	
Site plan review requirements	Yes	Title XI, chapter 20.1
Growth management ordinance	No	
Floodplain ordinance	No	
Other special purpose ordinance (storm water, water conservation, wildfire)	Yes	Water conservation ordinance adopted but cannot enforce Title VIII, chapter 9
Building code	Yes	2016 California Building Standards Code

Fire department ISO rating	Yes	Rating:3
Erosion or sediment control program	No	
Storm water management program	Yes	Title IX, chapter 9 Sometimes cannot keep up with the large volumes that come with winter storms, especially if electricity is lost.
Capital improvements plan	Yes	Title IX
Economic development plan	Yes	2003
Local emergency management plan	Yes	1989
Flood Insurance Study or other engineering study for streams	Yes	FEMA Flood Insurance Study, 2016
Elevation certificates	No	

City of Selma General Plan, 2010

The City of Selma's General Plan guides the City's development and growth. The Safety, Conservation and Open Space, and Safety, Public Services, and Facilities elements contain goals and policies related to mitigation. These mitigation-related goals and policies are included below.

Safety Element

The Safety Element was adopted to provide for the protection of residents of the Selma community from natural and manmade hazards. It identifies a range of hazards to life and property to which the City and its residents are subject. The goals for protection of life and property are common to each hazard and are, therefore, presented as the overall goals of the Safety Element.

Goals

- To prevent loss of life and serious injury, resulting from natural or manmade hazards, to the residents of the City of Selma.
- To prevent serious structural damage to critical facilities and structures where large numbers of people are expected to congregate at one time.
- To ensure the continuity of vital services to the Selma area in case of disaster.
- To provide a leadership role in education on public safety.

Hazard Specific Objectives and Policies

Seismic Safety Objectives

- Identify risks to the City of Selma from seismic hazards.
- Establish and maintain a plan to minimize identified risks from seismic hazards.
- Establish and maintain a plan for responding to seismic disaster and for the provision of emergency services.
- To adopt a Seismic Impact Transportation Plan reflecting primary and secondary disaster access routes and designating appropriate evacuation routes.

Seismic Safety Policies

- The Safety Element shall be reviewed and updated periodically. Upon adoption of the Interim Safety Element, the City should review and update the plan within one year and every five years thereafter.
- The City shall develop and adopt an Emergency Operations Plan which shall include action plans in the event of an earthquake disaster. Emergency evacuation routes should be included in the plan.
- The City shall maintain and continue to update, with the County of Fresno and other agencies, an Emergency Services Plan. Included in the plan should be:
 - Provision for control and direction of emergency operations.
 - Provision for continuity of governmental services.
 - Program to coordinate the repair and restoration of essential systems and services.
 - Coordination of emergency operations with other jurisdictions,
- The City should establish an inspection program to identify and inventory all existing unreinforced masonry structures in the City.
- The City should implement a program to abate all identified dangerous buildings.
- Emergency communication centers, fire stations, and other emergency service or critical facilities should be examined to determine earthquake resistance. A program to mitigate deficient facilities should be established.
- Emergency procedures should be identified for public and private utility districts.
- Primary and secondary hazards from seismic activity should be evaluated in all environmental assessment and reporting processes.
- The list of critical facilities for the City of Selma in Appendix D of the Summary and Policy Recommendations of the Five County Seismic Report, shall be reviewed and updated.
- Critical facilities shall be designed to the standards established by the Uniform Building Code for such facilities. Critical facilities means essential facilities as provided in the Uniform Building Code.
- The City shall continue to adopt current issues of the Uniform Building Code and implement the seismic design standards provided by the Code.
- Seismic safety information should be made available to the general public. School districts and agencies related to aged, handicapped, and seismically susceptible industries should be encouraged to develop education programs for seismic awareness.
- The Technical Report of the Five County Seismic Study should be made available to planning projects in the City of Selma.
- The Seismic Impact Transportation Plan designates the following disaster transportation routes.

Geological Safety Objectives

- To provide a safe environment for building construction through knowledge and understanding of soil and land resources.

Geological Safety Policies

- Detailed mapping and analysis of identified areas of geologic hazard shall be provided. Areas identified with a “severe” rating for allowable soil pressures or high corrosivity soil characteristics should be mapped for City staff use in new development project consideration.
- Continue to enforce the Uniform Building Code in all matters related to soil preparation and foundation requirements.

Flood Safety Objectives

- Minimize the hazards of localized sheet flooding resulting from prolonged rainfall and stormwater runoff.
- Promote and become instrumental in coordinating the inclusion of a dam failure component to a regional disaster plan.

Flood Safety Policies

- The City of Selma shall evaluate territories within its sphere of influence to identify areas of potential localized flood hazards.
- In areas identified as being potentially subject to flooding, where the exact area and depth of flooding is uncertain, the applicant or developer of an annexation or development proposal shall be responsible for the preparation of a civil engineering report evaluating the flooding potential.
- The City of Selma shall continue to implement and administer the Master Plan for Storm Drainage as a means of offsetting increased storm water runoff from urbanization.
- The City of Selma shall seek and petition the County of Fresno, Council of Fresno County Governments, and other agencies and cities impacted by potential dam failure to participate in the completion of a disaster plan dealing with dam failure.
- The City shall prepare a local emergency evacuation plan responding to the complete failure of Pine Flat Dam at peak capacity. The evacuation plan shall be coordinated with other responsible and impacted jurisdictions.

Transportation Safety Objectives

- To maintain a responsive City staff trained in hazardous materials incidents.
- To maintain a safe relationship between major transportation routes and urban land uses.
- To provide for land use safety in areas influenced by airports.

Transportation Safety Policies

- The City shall consider the impacts of potential transportation hazards upon adjacent land uses when considering proposals for new or changed urban uses.
- New public use buildings, such as, schools and hospitals, should be located a minimum of 1,000 feet from mainline rail or freeway routes.

- The City shall continue to staff, train, and equip an emergency response team to respond and coordinate public safety activities. The Selma Fire Department is designated as the City's emergency response team for hazardous materials incidents.
- The City shall continue to implement the airport land use plan for the Selma Aerodome.
- New public use buildings should not be located within the flight path or approach zone of airports.
- Adopted new speed survey

Hazardous Materials Safety Objectives

- To reduce and control the effects of hazardous wastes so as to promote the public health and welfare of the Selma community.

Hazardous Materials Safety Policies

- To coordinate and cooperate with other local, state, and federal agencies with expertise and responsibility for all aspects of hazardous wastes.
- To educate the public on the subject of hazardous wastes.
- To ensure that disaster planning for the City of Selma includes policies appropriate to problems associated with hazardous wastes.

Conservation and Open Space Element

This element provides guidance through policies, plans, and programs on the location and design of open space in the community and in the conservation and usage of natural resources.

Goals

- Protect the environment.
- Provide for the usage of natural resources without causing their premature depletion.
- Preserve prime agricultural land.
- Preserve groundwater quality and reduce overdraft conditions.
- Eliminate potential for soil erosion or degradation of its agricultural productivity.
- Limit potential threats to human health and property, which may result from natural environmental hazards.

Policies

- Areas with high erosion potential or soil instability which cannot be mitigated shall be designated for open space land uses.
- Channel and slope modification shall be discouraged where they increase the rate of surface runoff and increase the potential for erosion.
- The City shall endeavor to mitigate, to the fullest extent possible, activities which will exacerbate groundwater overdraft.

- To the fullest degree possible, prime agricultural land shall be preserved for agricultural uses only.
- Maintain Rockwell Pond as both a resource management area (water recharge) and community open space.
- Require correction of local stormwater ponding conditions prior to development in such areas, either through off-site improvements provided by land developers, or through community storm drain facility capital improvement projects.
- Require soil studies in localized areas known to have expansive or unstable soils.

Safety, Public Services, and Facilities Element

Goals

- Reduce the threat to persons and property resulting from natural and manmade hazards including fire, crime, and flooding.
- Provide a safe and sanitary physical environment.
- Undertake required improvements of the sewer and storm drainage systems.

Policies

- Capital improvements shall be undertaken to eliminate existing flooding problems.
- The adopted Urbanizing Area Master Plan for Storm Drainage shall be utilized to determine adequate facilities for new development.
- All new developments shall be required to have community sewer, water, and stormwater systems.

Water Conservation Ordinance

The purpose of the Water Conservation Ordinance of the City of Selma is to minimize outdoor water use, control unnecessary water consumption, and to conserve water in landscaping to preserve the available potable water supply of the City. It prohibits waste of water as defined in the ordinance, sets water conservation stages for outdoor water use, and establishes design criteria for water conservation in landscaping.

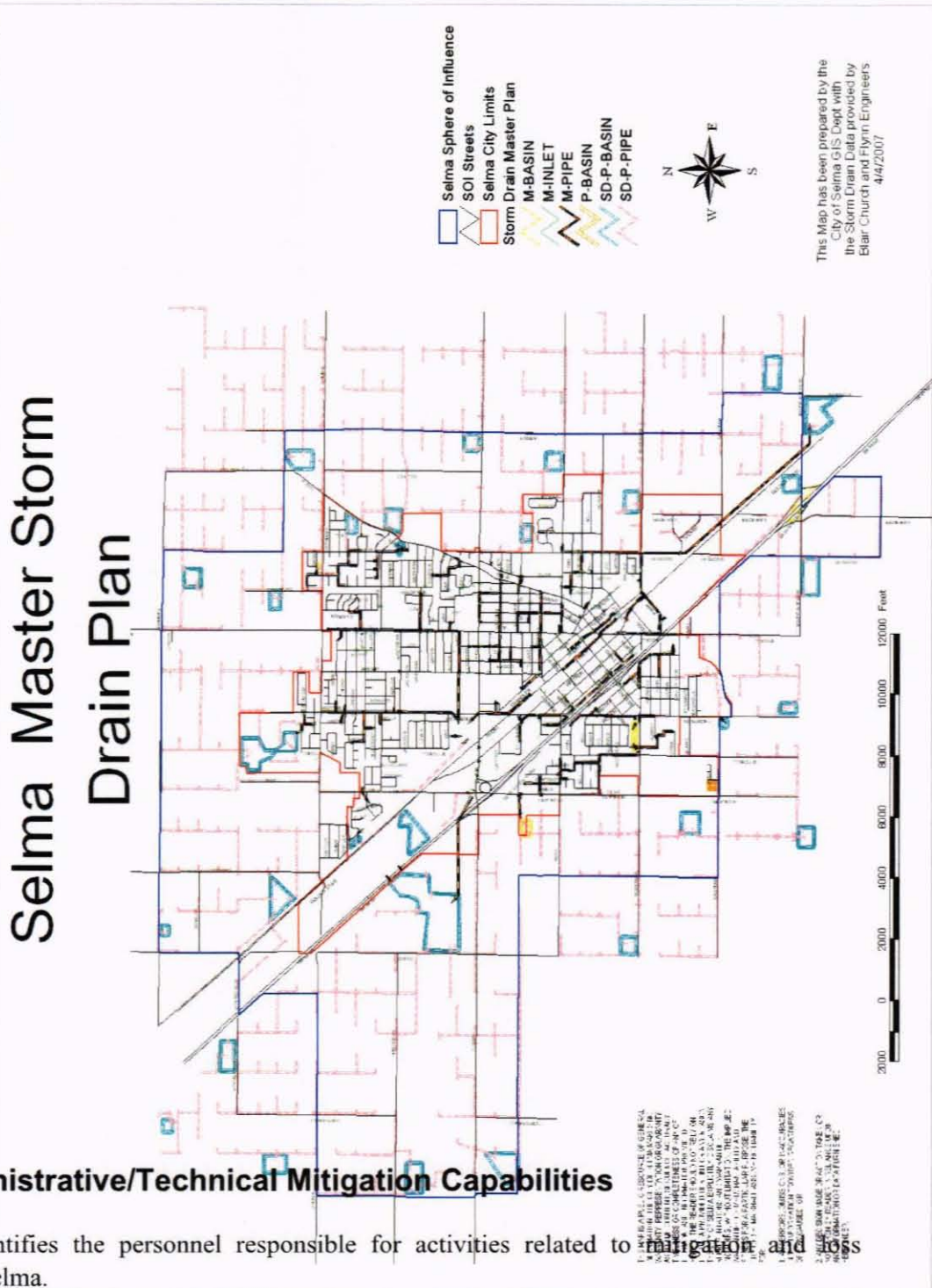
City of Selma Emergency Operations Plan, 1989

The City of Selma Emergency Operations Plan Emergency provides guidance for City response to extraordinary emergency situations associated with natural disasters, technological incidents, and nuclear defense operations. The Basic Plan provides an overview of operational concepts, identifies components of the City Emergency Management Organization, and describes the overall responsibilities of federal, state, County, and City entities. Response and recovery functions, as well as specific guidelines for accomplishing these functions, are contained in the Functional Annexes.

City of Selma Storm Drain Master Plan

The City of Selma is illustrated in

Figure J.6: City



J.4.2 Administrative/Technical Mitigation Capabilities

Table J.13 identifies the personnel responsible for activities related to mitigation and loss prevention in Selma.

Table J.13: City of Selma’s Administrative and Technical Mitigation Capabilities

Personnel Resources	Yes/No	Department/Position	Comments
Planner/Engineer with knowledge of land development/land management practices	Yes	Community Development Department	Currently hiring senior and principle planners

Engineer/Professional trained in construction practices related to buildings and/or infrastructure	Yes	Public Works Department/Engineer	
Planner/Engineer/Scientist with an understanding of natural hazards	Yes	Public Works Department/Engineer	
Personnel skilled in GIS	Yes	GIS Coordinator	
Full time building official	No	Community Development Department; City Manager	
Floodplain Manager	No		
Emergency Manager	Yes	Fire and Police Departments	Low staffing
Grant writer	Yes	Administrative Analyst	
Other personnel	Yes		Multiple roles are covered by city staff
Warning Systems/Services (Reverse 9-11, outdoor warning signals)	Yes	Everbridge	

In Selma, the public is served by a seven department City government, which includes full-time Fire and Police departments. The City is also served by supporting groups of reserve firefighters and “volunteers in policing” that can be used in emergencies or major events. The Selma Fire Department provides ambulance services for the City and outside the City limits, encompassing a total of 150 square miles.

The City of Selma has a mapped Special Flood Hazard Area but does not participate in the NFIP and has been sanctioned since 1975. After weighing the limited number of homes subject to the 1-percent-annual-chance flood hazard against the high cost of being a member of the National Flood Insurance Program (NFIP), City Council determined that it is not in the City’s best interest to participate in the NFIP.

J.4.3 Fiscal Mitigation Capabilities

Table J.14 identifies financial tools or resources that the City could potentially use to help fund mitigation activities. There are currently no specific funding sources for hazard mitigation.

Table J.14: City of Selma’s Fiscal Mitigation Capabilities

Financial Resources	Accessible/Eligible to Use (Yes/No)	Comments
Community Development Block Grants	Yes	
Capital improvements project funding	Yes	
Authority to levy taxes for specific purposes	Yes	
Fees for water, sewer, gas, or electric services	No	Private or other agencies/governments
Impact fees for new development	Yes	
Incur debt through general obligation bonds	Yes	
Incur debt through special tax bonds	Yes	
Incur debt through private activities	No	
Withhold spending in hazard prone areas	No	

J.4.4 Mitigation Outreach and Partnerships

The Selma Fire Department provides fire safety education and overall fire prevention. The City of Selma is also developing a public disaster preparedness program that should be functional within the next three to four years.

Existing strengths in the City of Selma are that community and local businesses are very generous in meeting the needs and/or volunteering themselves for community outreach programs and events.

J.4.5 Other Mitigation Efforts

The City of Selma is involved in some targeted mitigation efforts, these include the following:

- The City is currently working on its Disaster Management Plan, education and implementation of the plan throughout City government, and an educational outreach program for the citizens of Selma. This is estimated to take three to four years.
- The City is working on getting a new police headquarters building, which will move the police leadership team away from the railroad tracks, which will hopefully mitigate the impacts that some of the manmade hazards could have on police response resources. Construction is expected to begin within the next three to five years.
- The City has placed secondary points of connection and pads for emergency generators at strategic locations to pump stormwater during a citywide power failure.
- The City is requiring new housing developments to put in better stormwater systems than what was previously required to minimize localized street flooding in those areas.

J.4.6 Opportunities for Improvement Enhancement

Based on the capabilities assessment, the City of Selma has several existing mechanisms in place that will help to mitigate hazards. In addition to these existing capabilities, there are also opportunities to expand or improve on these policies and programs to further protect the community. The opportunities for enhancement of the City's existing mitigation program are listed below.

- Develop a Drought Contingency Plan that will help to create a framework for drought response and mitigation in the City of Selma.

J.5 Mitigation Strategy

J.5.1 Mitigation Goals and Objectives

The City of Selma adopts the hazard mitigation goals and objectives developed by the HMPC and described in Chapter 5 Mitigation Strategy.

Incorporation into Existing Planning Mechanisms

The information contained within this plan, including results from the Vulnerability Assessment, and the Mitigation Strategy will be used by the City to help inform updates and the development of local plans, programs and policies. All divisions within the Community Development Department, (Building, Planning and Housing) may utilize the hazard information when reviewing site plans or building permit applications. The Parks Division may utilize the hazard information to better understand the City's vulnerability to drought and how to better maintain the City's parks and landscaped medians in a way that will not exacerbate the effects of drought on the community. The City will also incorporate this LHMP into the Safety Element of their General Plan, as recommended by Assembly Bill (AB) 2140.

As noted in Chapter 7.0 Plan Implementation, the HMPC representatives from Selma will report on efforts to integrate the hazard mitigation plan into local plans, programs and policies and will report on these efforts at the annual HMPC plan review meeting.

J.5.2 Completed 2009 Mitigation Actions

The City of Selma has not completed any mitigation actions identified in the 2009 plan. However, the City will carry forward, with some revisions, several actions that were deferred due to funding constraints and incorporate them into the mitigation strategy of this plan.

There is one action from the City of Selma's 2009 mitigation strategy that the City has decided not to carry forward and recommend for implementation in this plan. This deleted action and the reason for its deletion is as follows:

- Construct a Railroad Crossing Underpass – project no longer planned by City

J.5.3 Mitigation Actions

The planning team for the City of Selma identified and prioritized the following mitigation actions based on the risk assessment. Background information and information on how each action will be implemented and administered, such as ideas for implementation, responsible office, partners, potential funding, estimated cost, and schedule are included.

In addition to implementing the mitigation actions below the City of Selma will be participating in the county-wide, multi-jurisdictional action of developing and conducting a multi-hazard seasonal public awareness program. The county-wide project will be led by the County in partnership with all municipalities and special districts. The City agrees to help disseminate information on hazards provided by the County. More information on the action can be found in the base plan Chapter 5 Mitigation Strategy (see Section 5.3.3 Multi-Jurisdictional Mitigation Actions, Action #1. Develop and Conduct a Multi-Hazard Seasonal Public Awareness Program).

1. Institute a Disaster Preparedness Education Program for the Public

Hazard(s) Addressed: Multi-Hazard: dam failure, drought, earthquake, human health hazards, flood, severe weather, wildfire, hazardous materials

Issue/Background: The public of Selma does not have any City-issued disaster preparedness education. Any knowledge they possess is from other sources, such as federal and state government agencies. Special populations targeted for this education are non-English speaking residents, senior citizens, and citizens living at or below the poverty level.

Other Alternatives: Adding a smaller disaster preparedness education program onto the already strong fire prevention program; participation in Section 5.3.3 Multi-Jurisdictional Mitigation Actions, Action #1. Develop and Conduct a Multi-Hazard Seasonal Public Awareness Program

Responsible Office: City of Selma Fire and Police departments

Priority (High, Medium, Low): High

Cost Estimate: \$6,500 per year

Potential Funding: The program will be kicked off by an AmeriCorps volunteer (which will not cost the City, monetarily), and the actual program will be funded by donations and some budgeted money from the City of Selma.

Benefits (Avoided Losses): By educating the public in disaster preparedness, the citizens will be better prepared during an actual disaster. This individual preparedness will help save lives and property. This also removes some of the constraints on the City's emergency services, enabling them to do more for residents in the event of a disaster.

Schedule: Within two years (2018-2020)

Status: 2009 project, implementation not yet started

2. Install Back-up Power for Storm Drain Pumps

Hazard(s) Addressed: Multi-Hazard: drought, flood, severe weather, earthquake

Issue/Background: Most of the City of Selma's storm drain pumps do not have back-up power sources. This causes localized flooding when there is heavy rain and power outages, which tend to go hand and hand during major storms. To alleviate this problem, the City can make use of portable generators for the pumping stations.

Other Alternatives: No action

Responsible Office: City of Selma Public Works Department

Priority (High, Medium, Low): High

Cost Estimate: \$27,540 per generator; the cost of three generators would be \$82,620 (not including fees and taxes)

Potential Funding: City budget, grants

Benefits (Avoided Losses): By having back-up power sources, the storm drain pumps will be able to operate, to avoid localized flooding, in the event of a power failure. This could prevent property damage, including damage to cars parked on the streets. Damage costs could range greatly, but an estimate is \$2,000-\$3,000 per storm without power.

Schedule: Within 3-4 years

Status: 2009 project, implementation not yet started

3. Sheridan Street Pump Station Bypass and Retention Basin

Hazard(s) Addressed: Flood

Issue/Background: There is often localized flooding throughout the City of Selma during large storms. The area that is particularly affected is downtown from Young St. to Highway 99, which starts at Rose Ave. and continues to Second St. (please refer to the localized flooding map in Figure J.4.). There are major intersections and areas that flood during storms with intense rains. This occurs because during rain events when storm water in this area flows into an underground storm drain system that ends up at a pumping station on Sheridan Street. The tributary area also contains a large section of State Highway 99 runoff. This drainage system does not currently have sufficient capacity to handle maximum storm flows. By not having enough capacity, this creates clogging and backflow in the area which causes major localized flooding, including surrounding citizens' properties. This project will bypass the existing pump station and gravity feed runoff into a new master planned retention basin south of Valley View Avenue.

Other Alternatives: No Action

Existing Planning Mechanism(s) through which project will be implemented: The City of Selma Stormwater Master Plan

Responsible Office: Public Works & Caltrans

Priority (High, Medium, Low): High

Cost Estimate: \$4,200,000 total possible, which is comprised of land acquisition, excavation of the retention basin and piping.

Potential funding: City Budget, Storm drain impact fees, Caltrans,

Benefits (avoided Losses): The city can decrease damage caused by localized flooding during every single heavy rain storm. The average potential monetary loss could reach \$9,000 per heavy rain storm which could equal out to more than \$45,000 per year in damages. If an extremely

heavy rain were to occur more than the average amount of rain, the extent and cost of damages would be much greater and could reach an upwards to \$700,000 because 35 buildings (mostly homes) have flooding potential damage (up to \$20,000 per building) and another possible \$75,000 in other property damages. Examples of possible yearly damages include citizens' vehicles parked in the streets and on properties, vehicles trying to get through the flooded areas, and other private property. These estimates also do not take into account the large amount of resources used in attempting to stop this localized flooding that could be used in other problems during these storms.

Schedule: Within 3-5 years

Status: 2009 project, implementation not yet started

4. Construct New Police and Fire Department Headquarters

Hazard(s) Addressed: Hazardous Materials

Issue/Background: Besides needing to update space and facilities for both departments, the police station is located directly next to the railroad line that runs through the City (it is actually the old train depot). There is also a pressurized natural gas line that runs along the tracks by the police station that is considered a hazard.

Other Alternatives: No action

Responsible Office: City of Selma Police department

Priority (High, Medium, Low): High

Cost Estimate: \$8 million

Potential Funding: 50% funded via State Funding Allocation and 50% funded via voter approved G.O. Bond

Benefits (Avoided Losses): Moving the police station away from the railroad line will reduce the impacts of a disaster, which could partially or completely destroy 50 percent of the City's emergency services response capabilities. It would also reduce the threat posed to the City's dispatch communications, which dispatches both police and fire services.

Schedule: Within the next 3 years (2018-2021)

Status: 2009 project, revised, implementation not yet started

5. Sustainable Groundwater Management Act Compliance including Groundwater Sustainability Planning and Implementation

Hazard(s) Addressed: Drought

Issue/Background: The Kings subbasin underlays the City of Selma and like many groundwater basins throughout the State, this subbasin is in overdraft condition with underground aquifers adversely impacted by overuse. Such impacts include significant decline in water storage and water levels, degradation of water quality, and land subsidence resulting in the permanent loss of storage capacity. The Sustainable Groundwater Management Act (SGMA) provides for the establishment of local Groundwater Sustainability Agencies (GSAs) to manage groundwater sustainability within groundwater subbasins defined by the California Department of Water Resources (DWR). The City of Selma is within the boundaries of the Central Kings Groundwater Sustainability Agency (GSA). The Central Kings GSA is comprised of local agencies including County of Kings, County of Fresno and County of Tulare, as well as a memorandum of understanding (MOU) with Consolidate Irrigation District. As a community that is within the boundaries of the Central Kings GSA, the City of Selma will participate as a stakeholder in the planning process by attending meetings during the development of the Central Kings Groundwater Sustainability Plan (GSP) which must be completed no later than January 31, 2020, to ensure a sustainable yield of groundwater, without causing undesirable results. Failure to comply with that requirement could result in the State asserting its power to manage local groundwater resources. Active participation in the development and implementation of the Central Kings GSP will allow the City to maintain sustainable groundwater supplies while providing insurance against periods of long-term drought, a high significance hazard for the City of Selma.

Other Alternatives: None. Not participating in the development and implementation of the GSP that is within the boundaries of the City will put the community at risk of not having sustainable groundwater supplies during periods of long-term drought.

Responsible Office: City Engineer and Central Kings GSA

Priority (High, Medium, Low): High

Cost Estimate: None

Potential Funding: N/A

Benefits (Avoided Losses): Active participation in the implementation of the GSP by the Central Kings GSA will result in the management of groundwater in a manner that is sustainable and avoids undesirable results, as defined by the California State Department of Water Resources, for the City of Selma.

Schedule: GSAs must complete and submit the required GSP to DWR by January 31, 2020, which is to be fully implemented and result in sustainability of the groundwater basin, with no undesirable effects, by the year 2040.

Status: New project in 2018

ITEM NO: 1.C.

SUBJECT: Consideration of an Agreement with the City of Fresno for continued Crime Analyst services.

BACKGROUND: When the State was required to reduce the prison population due to budget cuts and the loss of a federal lawsuit, AB109 resulted. With the reduction of prison population most communities saw a significant rise in the amount of time spent dealing with the AB109 population. Through numerous conversations by the California Police Chief's Association, we were able to convince the Governor that criminals who previously would have fallen under the control of the California Department of Corrections were causing a large workload on Municipal Police Departments, including ours. Beginning in Fiscal year 2012-2013, the Governor authorized \$24 million to be distributed to Municipal Police Departments throughout the state. The money was guaranteed for three fiscal years, with the belief that it will be continued for many years into the future. Each county was given a set amount, and Fresno County's allocation was \$1,019,594. Municipal Police Departments were encouraged to use the money in a collaborative manner.

The Police Chiefs of Fresno County decided to use part of the money to fund Crime Analysts so each of us could direct resources to the most prolific criminals in each of our communities. If we could incarcerate our criminals who commit most of the crime in our communities, we could have safer communities for our residents to live in. The State funding did not continue beyond the initial estimated time, requiring individual agencies wishing to maintain the Crime Analyst services, to cover the costs of those services. Those services include the use of predictive software to proactively address crime, statistical information to identify trends in criminal activity, and interaction with multiple agencies in collaboration with other crime analysts.

The City of Fresno, who employs the Crime Analyst originally funded by State funding, has agreed to contract the services of the Analyst, for 10-hours per week (25% for the work week) to agencies wishing to do so. The 10-hours per week provided sufficient services to accomplish the basic crime analytic function, while avoiding the cost of an in-house, full-time analyst. This would be the second year we have funded these services.

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$25,000.00		None
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Fund Balance:		None


RECOMMENDATION: Approve the agreement with the City of Fresno and authorize the City Manager to execute same.

/S/

 Greg Garner, Police Chief

05/31/2019

 Date



 Teresa Gallavan, City Manager

5-31-19

 Date

AGREEMENT BETWEEN CITY OF FRESNO
AND
THE CITY OF SELMA

THIS AGREEMENT is entered into effective the **1st day of July, 2019**, by and between the City of Selma, California, a municipal corporation, and the City of Fresno, California, a municipal corporation, (hereinafter called the City.)

RECITALS

WHEREAS, the City has provided law enforcement crime analysis services within the jurisdiction of the City of Selma through grant funding; and

WHEREAS, the grant funding for this service is no longer available; and

WHEREAS, the City of Selma desires to continue receiving crime analysis services from the City; and

WHEREAS, the parties desire to enter into this Agreement that provides terms and conditions where under the City of Selma shall reimburse the City for additional law enforcement crime analysis services provided by City and related activities; and

WHEREAS, performance of the services by City will be of benefit to City and in the public interest.

AGREEMENT

NOW, THEREAFTER, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, it is mutually agreed as follows:

1. Scope of Services.

City agrees to provide the following law enforcement services in accordance with and pursuant to this Agreement, subject to all applicable Constitutional and local law requirements:

- a) Twelve hours of law enforcement crime analysis services will be provided by one Specialist (Crime Analyst) to the City of Selma's Police Department each week.

Based on the twelve work hours per week, a prorated portion consisting of \$25,000 which comprises 29% of the crime analyst's yearly work hours will be billed to the City of Selma.

- b) Law enforcement services will be provided through part-time assignment of one (1) crime specialist on site at the Selma Police Department for one (1) full day each week (8, 10 or 12 hour shift). Any remaining hours of support may be provided by the crime specialist at the Selma Police Department or other work locations including Fresno Police Department sites. Services will be provided for the funded period not to exceed twelve months commencing **July 1, 2019**, and ending **June 30, 2020**. The

assigned days of the week and schedule may be flexible and will be determined through mutual agreement and approval of the Selma Police Chief and Fresno Police Department Patrol Division Commander (Deputy Chief).

- c) Specific duties for law enforcement analysis services to be performed by the crime specialist under this Agreement, include the following:
- (i) Prepare a variety of reports such as crime information and patrol bulletins, monthly and quarterly activity summaries, and specific statistical/research reports as needed.
 - (ii) Research and analyze complex law enforcement data; identify and interpret criminal activity, patterns, and trends; and forecast trends to aid in staffing and deployment of police personnel.
 - (iii) Make written and oral presentations, using maps, charts, and graphs, to inform police officers, detectives, investigators and commanders of emerging or existing crime series, patterns, and trends, as well as suspect and victim profiles.
 - (iv) Develop and produce crime maps using geographic information systems (GIS) applications and conduct spatial analysis of crime data.
 - (vi) Analyze known offenders' MO's and establish timelines to perform suspect / crime correlation in order to provide suspect leads and targets for surveillance or directed patrol.
 - (vii) Prepare and publish crime analysis bulletins to keep personnel updated on crime trends on a regular basis.
 - (viii) Attend briefings, detective and crime analyst meetings to provide and receive information on crime series and trends, wanted suspects and major cases. Share information gleaned at such meetings as relevant to department personnel for increased awareness, response planning or investigative support.
 - (ix) Provide crime summaries, bulletins, maps, crime series worksheets, and other information to support and coordinate the efforts of the investigation.
 - (x) Use graphing and automated solutions to mapping methods (link analysis, event flow analysis, activity charting) to highlight criminal activities and prepare analytical crime reports. Utilize computer mapping software and other complex statistical tools to track activity and perform ad-hoc analysis of crime and intelligence information.
 - (xi) Provide timely and actionable information and intelligence regarding past, present and future crimes and crime trends.

2. Office Facilities.

- a) The City of Selma agrees to provide a secure office at the Selma Police Department for use by the Crime Specialist. The office shall be equipped

with a telephone, computer and access to restroom facilities for the respective analyst's use.

- b) For the aforementioned services, the City of Selma agrees to reimburse City for costs incurred by City hereunder, in an amount not to exceed **\$25,000** for the period beginning **July 1, 2019**, and ending **June 30, 2020**.
- c) The amount of **\$25,000** is the City of Selma's prorated share of the City's costs. The aggregate cost are as follows:
 - **Salary and fringe benefits for one (1) Crime Specialist, \$87,605.60**

The City will bill the City of Selma on a quarterly basis consisting of four (4) invoices of **\$6,250 each**.

3. Term.

The term of this Agreement shall commence on **July 1, 2019**, and shall end on **June 30, 2020**, subject to earlier termination as provided herein.

4. Termination.

Notwithstanding the foregoing, this Agreement may be terminated immediately by either the City of Selma or City, upon the other party's failure to comply with the requirements set forth in the Scope of Services, that is not cured within 30 days of receiving written notice thereof, by giving written notice to the other party of the termination. Such termination shall be subject to obligations due and owing on the date of termination.

5. Compliance with Governing Law.

The services provided by the City under this Agreement are over and above the City's budgeted positions. The parties agree that Operating Fund dollars shall not be used to replace funds of, or positions, otherwise funded by the City.

As applicable, costs and expenditures must be allowable in accordance with OMB Circular A-87, *Cost principals for state, local and Indian Tribal Governments*. Operating Funds are subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of state, local government and non-profit organizations*.

6. Capacity of City.

In rendering the aforesaid services, it is mutually understood and agreed that the City, its agents and employees, shall at all times be acting and performing independently and not as employees of the City of Selma. The Crime Specialist shall at all times be under the direction and control of and must report to the Chief of Police of the City of Fresno Police Department. Nothing in this Agreement and nothing in the course of dealings between the City of Selma and City shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship. City, and City's employees and agents, shall not be treated by the City of Selma as employees of the City of Selma for any purpose including, but not limited to, laws providing for Social Security taxes and

benefits, state or federal unemployment compensation taxes, state or federal income tax withholdings or worker's compensation benefits. City agrees that it has sole responsibility to pay Social Security, State Disability Insurance, Worker's Compensation Insurance and all other wages and benefits applicable to its employees. City further agrees to hold the Selma Police Department harmless for any and all claims made with regard to such matters.

7. Indemnification and Insurance.

- a) To the fullest extent of the law, City shall indemnify, hold harmless and defend the City of Selma and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City of Selma, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of City or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by City of governmental immunities including California Government Code section 810 *et seq.* This paragraph shall be construed such that City will indemnify the City of Selma in the event the City of Selma is named in a lawsuit against Fresno Police Department personnel arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct, of Fresno Police Department personnel in the performance of this Agreement. Provided nothing herein shall constitute a waiver by City of governmental immunities including California Government Code section 810 *et seq.*

To the fullest extent of the law, the City of Selma shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the City of Selma or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the City of Selma or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the City of Selma of governmental immunities including California Government Code section 810 *et seq.*

In the event of concurrent negligence on the part of City or any of its officers, officials, employees, agents or volunteers, and the City of Selma or any of

its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This subsection (a) shall survive termination or expiration of this Agreement.

- b) It is understood and agreed that City and the City of Selma maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

The fact that insurance is obtained by the City Selma shall not be deemed to release or diminish the liability of the City of Selma, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the City of Selma. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the City of Selma, its principals, officers, agents.

8. Attorney's fees.

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

9. Notices.

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

10. Binding.

Once this Agreement is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assignees, transferees, agents, servants, employees and representatives.

11. Assignment.

There shall be no assignment by either party or its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assignees, shall be null and void unless approved in writing by the other party.

12. Waiver.

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purpose of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

14. Headings.

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

15. Severability.

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

16. Interpretation.

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

17. No Third Party Beneficiaries.

The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

18. Exhibits.

Each exhibit and attachment referenced in this Agreement is, by reference, incorporated into and made a part of this Agreement.

19. Entire Agreement.

It is mutually understood and agreed that the foregoing constitutes the entire agreement between the parties for law enforcement services from the Fresno Police Department. There are no further portions of this agreement, whether prior or contemporaneous, express or implied, written or oral other than as set for in the provisions of this agreement. Any modifications or amendments to this agreement must be in writing and signed by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused their authorized agents to execute this Agreement at Fresno, California the day and year first above written.

CITY OF FRESNO
A California municipal corporation

CITY OF SELMA,
A California municipal corporation

By: _____
Jerry Dyer, Date
Chief of Police
Fresno Police Department

By: _____
Teresa Gallavan, Date
City Manager
City of Selma

APPROVED AS TO FROM:
DOUGLAS T. SLOAN
City Attorney

APPROVED AS TO FROM:
BIANCA SPARKS ROJAS
City Attorney

By: _____
Tracy N. Parvanian Date
Senior Deputy City Attorney

By: _____
Bianca Sparks Rojas
Date
City Attorney

ATTEST:
YVONNE SPENCE, MMC
City Clerk

ATTEST:
REYNA RIVERA,
City Clerk

By: _____
Deputy Date

By: _____
Reyna Rivera, City Clerk Date

Address:
City of Fresno Police Department
Attention: D.C. Lydia Carrasco
Patrol Division
P.O. Box 1271
Fresno, CA 93715-1271

Address:
Selma Police Department
Attention: Chief Greg Garner
Chief of Police
1935 Front St
Selma, CA 93662

ITEM NO: 1.D.

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

DISCUSSION:

This MOU will provide for a cooperative agreement between the Selma Unified School District and the City to collaborate on a School Partner Program. The program will allow the Selma Fire Department and the Selma Police Department to provide students from the Selma Valley ROP program with meaningful work-based learning experience.

Students who have completed the Urban/Rural Fire Fighting class, or the Administration of Justice class, will ride along with Selma Firefighters/Selma Police Officers respectively for a period beginning in June 2019 and lasting through August 2019. This ride along time will provide them with work-based experience to enhance what they have learned throughout the duration of their class.

Students who participate in this program must be 16 years of age or older. Workers Compensation and liability coverage are provided under Selma Unified School District policy. All program participants will also be required to sign a waiver, releasing the City of any liability, prior to participation.

RECOMMENDATION:

Approve the MOU between the City and the Selma Unified School District for a School Partner Program, and authorize the City Manager to execute the MOU.



Robert Petersen, Fire Chief

5-30-19

Date

/S/

Greg Garner, Police Chief

05/31/2019

Date



Teresa Gallavan, City Manager

5-31-19

Date



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

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

Whereas SUSD and this Industry Partner wish to collaborate to provide youth with a meaningful work-based learning experience for program participants, SUSD and this Industry Partner enter into the following MOU for the period of June XX, 2019 to August XX, 2019.

SUSD agrees to:

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

Industry Partner agrees to:

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

SUSD agrees that all students will:

- Be 16 years of age or older and enrolled in a career technical education class.
- Conform to the program rules and regulations established by the school and training site.
- Maintain regular attendance and punctuality in school and on-the-site training.

- Regularly attend the site-related classroom instruction.
- Report to site properly groomed and dressed appropriately for the site.
- Report any conflicts, problems or anticipated schedule changes to the SUSD instructor.
- Be informed that there is no guarantee of a job at the completion of this training.
- Report immediately any unsafe conditions or injuries to the SUSD instructor and Industry Partner.

Class: Urban/Rural Firefighting

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

- Participate in ride-along with Fire Department
- Learn about the laws & regulations with-in the Fire Department
- Lear and Identify Tools and equipment used
- Shadow Fire Fighters on calls and in the Stations
- Work in different divisions within the Fire Department

Class: Police Officer Training

Students participating in the Police Officer Training Program may engage in the following activities:

- Participate in ride-along with Police Department
- Learn about the laws & regulations with-in the Police Department
- Lear and Identify Tools and equipment used
- Shadow Police Officers on calls and in the Stations
- Work in different divisions within the Police Department

RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) SUSD shall defend, indemnify, and hold harmless Industry Partner, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising out of or in connection with the School Partner Program or its negligent failure to comply with any of its obligations contained in this MOU (collectively "Claims"), except such loss or damage which was caused by the sole negligence, or willful misconduct of the Industry Partner. Acceptance by the Industry Partner of insurance certificates and endorsements required under this Agreement does not relieve SUSD from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

(B) SUSD releases the Industry Partner, its officers, officials, agents, and employees of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with the School Partner Program.

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

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

Industry Partner's Initials

SUSD's Initials

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

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

Insurance

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

- General Aggregate: \$2,000,000.00
- Products and Completed Operations: \$1,000,000.00
- Personal & Advertising Injury: \$1,000,000.00
- Each Occurrence Limit: \$1,000,000.00
- Fire Damage (Any one Fire): \$100,000.00
- Medical Payments (Any one Person): \$5,000.00

Industry Partner and its elected and appointed officers, employees, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this MOU.

Waiver

All School Partner Program participants shall execute the waiver attached hereto as Exhibit A, and

incorporated herein by reference, prior to participating in the Program. Said waiver shall be provided to the Industry Partner, with a copy to SUSD.

Termination

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

Miscellaneous

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

PARTY SIGNATURES TO MOU

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

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

“Industry Partner”

City of Selma

By: _____

Teresa Gallavan, City Manager

“SUSD”

Selma Unified School District

By: _____

Tanya A. Fisher, Ed.D., Superintendent

Attest:

By: _____

Reyna Rivera, City Clerk

Approved as to form:

By: _____

Bianca Sparks Rojas, City Attorney

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME OF STUDENT), fully understand that my participation in the School Partner Program with the City of Selma (hereinafter "Program") exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

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

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

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

Date

Name

Signature

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

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SELMA
AND**

GATEWAY ENGINEERING, INC.

(Congestion Management and Air Quality Improvement Program: Un-paved City Alleys)

This Agreement (the "Agreement") is made and entered into this 3 day of June, 2019 ("Effective Date") by and between the City of Selma, a general law city (herein "City") and Gateway Engineering, Inc., a California corporation (herein "Gateway").

RECITALS

WHEREAS, Gateway currently serves as the City Engineer for the City of Selma, and such services are governed by an Agreement for Professional Services ("Master Agreement"); and

WHEREAS, pursuant to the Master Agreement between the City and Gateway, master planning and design of capital improvement and grant funded projects related to public infrastructure and improvements, including, but not limited to, roadways, water distribution systems, sewer collection systems, storm drain systems, and sewer and storm water lift stations are to be performed as supplemental engineering services under separate contracts, to be approved by the City Manager or his/her designee; and

WHEREAS, the City was awarded Congestion Management and Air Quality ("CMAQ") Improvement Program grant funding for paving various un-paved alleys throughout the City ("Alley Project"); and

WHEREAS, the City desires to utilize the services of Gateway for survey, engineering, and construction engineering services for the grant funded Alley Project.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for such good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Term: This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than INSERT COMPLETION DATE.

2. Scope of Services: Gateway shall do, perform, and carry out, in a satisfactory and property manner, the following Services:

- a. Perform topographic surveys of the alley locations with the City blocks bounded by Floral Avenue, McCall Avenue, Chestnut Street & Logan Street; and within City blocks bounded by Arrants Street, Cleveland Street, Rose Avenue and Shaft Street

- b. Prepare plans and cost estimates for design of the improvements within the various alleys.
- c. Coordinate with city staff for the CMAQ allocation request and obtain E-76 for construction from Caltrans
- d. Prepare construction specifications
- e. Perform construction administration services
- f. Perform construction staking and construction engineering
- g. Perform construction testing and inspection services
- h. The following are specifically excluded from the Services:
 - a. Preparation of Storm Water Pollution Prevention Plan
 - b. Bidding performed under City Engineering Services

3. Compensation. Gateway shall be paid by the following rates for the Services:

a.	Topographic and Boundary Surveys:	\$8,600.00
b.	Plans and Specifications:	\$35,000.00
c.	Construction Staking and Engineering:	\$14,500.00
d.	Construction Inspection and Testing:	\$14,500.00

Gateway shall invoice monthly, based upon an estimated percentage of completion.

4. Independent Contractor. Gateway is and shall perform said services under this Agreement as an independent contractor. Gateway shall follow the standards of practices of Gateway's profession to make findings, provide opinions, make factual presentations and provide professional advice and recommendations consistent with said standards and practices. Gateway is engaged to render the Services described herein to City and any payments made by the City are compensation solely for the services rendered. Neither Gateway nor its officers, employees, agents, contractors or representatives shall obtain any right to retirement or any other benefits that accrue to City employees.

5. Data to Be Furnished to Gateway. All existing available information, data, reports, records and maps in the possession or control of City which may assist Gateway in the performance of the Services shall be furnished to Gateway without charge by City. City agrees to cooperate with Gateway as necessary for Gateway to perform the Services.

6. Possession of Materials Prepared Under This Agreement. It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Gateway under this Agreement, including electronically stored finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, or reports prepared by Gateway, on or upon termination of this Agreement for any reason, be turned over to

the City provided that Gateway may, at no additional expense to City, make and retain such copies thereof as desired.

7. Communications/Notices. All communications and notices permitted or required by this Agreement shall be as follows:

<p>To City: City of Selma 1710 Tucker Street Selma, CA 93662 Attn: City Manager Telephone: (559) 891-2200</p>	<p>To Gateway: Gateway Engineering, Inc. 5811 E. Princeton Ave. Fresno, CA 93727 Attn: Daniel K. Bond Telephone: (559) 320-0344</p>
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8. Entire Agreement / Amendment. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to the subject matter hereof. No change, addition, or modification or waiver of any of the provisions of this Agreement shall be binding on either party unless made in writing and executed by Gateway and a duly authorized agent of City.

9. Hold Harmless and Insurance.

a. Insurance. Gateway shall maintain during the term of this Agreement the following minimum insurance:

<u>Coverage</u>	<u>Limits</u>
Workers Compensation and Employer Liability	Statutory Limit
Coverage Commercial General Liability including bodily injury and broad form blanket contractual liability property damage	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate
Automobile Liability: Owned, not owned, hired	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 Per Claim \$2,000,000 Aggregate

b. All such insurance (except professional liability) shall name City, its officers, officials and employees, as an additional insured. Within fourteen (14) days after Gateway's execution of this Agreement, Gateway shall provide City with a Certificate of Insurance establishing that all insurance required hereunder is in full force and effect. Such insurance shall also require the insurance carrier to provide City with thirty (30) days prior notice of any termination or cancellation of any insurance required hereunder.

c. Indemnity. Except to the extent of City's negligence or willful misconduct, and to the fullest extent permitted by law, Gateway agrees to indemnify and hold harmless the City and City's employees, City Council, agents, representatives and contractors from claims, causes of action, liability, losses, costs and damages arising out of or related to any act, omission, or negligence of Gateway or Gateway's agents, employees, representatives, contractors, or arising from or related to Gateway's use of or activities on or about property owned or controlled by City, including any claims related to the services provided by Gateway under this Agreement.

10. Assignability. Neither this Agreement nor any other rights or obligations hereunder may be assigned or otherwise transferred by either party, nor shall this Agreement inure to the benefit of a trustee in bankruptcy, receiver or creditor of either party, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such prior written consent shall be null and void and of no force and effect and shall constitute a material breach of this Agreement.

11. Termination. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of intent to terminate the Agreement.

12. Governing Law. This Agreement shall be governed by the laws of the State of California and jurisdiction for any action related to this Agreement shall be in the Superior Court of California, County of Fresno.

13. Attorney's Fees. In the event that either party hereto shall commence any legal action or proceeding against the other party to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to and recover, in addition to its costs, reasonable attorney's fees to be fixed by the court, and such recovery shall include costs and attorney's fees on appeal, if any.

14. Waiver. The waiver by either party of any breach or other violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor any subsequent breach or violation of the same or any other provision. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by either party of any provision of this Agreement.

15. Severability. If any of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CITY OF SELMA

GATEWAY ENGINEERING, INC.

By: _____
Teresa Gallavan, City Manager

By: _____
Daniel K. Bond, President

ATTEST:

By _____
Reyna Rivera, City Clerk

APPROVED AS TO FORM:

Bianca Sparks Rojas, City Attorney

ITEM NO: 1.F

SUBJECT: Consideration of a Professional Services Agreement with Aramark for Uniform Services

DISCUSSION: G&K Services has provided uniform services to the City since October 2011. As of May 2018, G&K consolidated with the Cintas Corporation. Since this change, the City has not executed any additional contracts but service has continued as previously provided.

In September 2018, the City began a new contract with Fresno County Rural Transit Authority for mechanic services. This contract required the City to develop a new enterprise fund and bring on additional staffing. Since there is no contract with Cintas, the company would not allow the City to add additional services over and above what they were already providing. Due to this, in January 2019 staff requested price quotes from the following local companies:

- Aramark
- Mission
- Cintas
- Prudential

By providing the details of the services that were currently being provided (quantity of uniform, number of mats, etc.) each vendor submitted a cost proposal. After conducting a financial analysis, it was determined that Aramark would deliver the lowest overall rate per month. The scope of services is as follows:

- Provide a uniform and laundry services weekly
- Supply and launder custom dust control mats
- Provide first Aid kit, towels and other supplies

In addition, staff will receive new uniforms with this new contract.

<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
<u>Not to exceed \$50,000 in 3 years</u>		
<u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: General and Streets Fund, and Internal Services Fund Balance: Fiscal Year End 2017-18: General-\$2,763,856 Streets-\$194,283 Building and Ult-\$275,544		

RECOMMENDATION: Approve and authorize the City Manager to execute the agreement with Aramark for uniform services.

<u>/S/</u>	<u>05/31/19</u>
Isaac Moreno, Assistant City Manager	Date
<u>/S/</u>	<u>05/31/19</u>
Teresa Gallavan, City Manager	Date

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 3, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Aramark Uniform & Career Apparel Group, Inc. a Delaware corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 3, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing garment and textile rental products and related services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty Thousand Dollars (\$50,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the active negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

(b) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Notwithstanding the foregoing or anything in this Agreement to the contrary, under no circumstances shall either party be liable to the other for any consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings), or other similar damages, however denominated, whether or not caused by the fault or negligence of either party and whether or not either party had knowledge that such losses or damages might be incurred.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
With a Copy To:	Bianca Sparks Rojas, City Attorney Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	Aramark Uniform & Career Apparel, LLC 3333 N. Sabre Drive Fresno, CA 93727 Attention: General Manager
With a copy to:	Aramark Uniform & Career Apparel, LLC

115 North First Street
Burbank, CA 91502
Attention: Legal Dept.

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

“CITY”
City of Selma
LLC

“CONSULTANT”
Aramark Uniform & Career Apparel,

By: _____
Scott Robertson, Mayor

By: _____
Darnell Williams, General Manager

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Bianca Sparks Rojas, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall supply and professionally launder on a weekly basis uniforms, mats, towels, and cleaning supplies for the following locations:

- City Hall, 1710 Tucker Street
- A Street Fire Station, 2861 A Street
- West Front Street Fire Station, 1927 W. Front Street
- Fire Administration Building, 1711 Tucker Street
- Nick Medina Senior Center, 2301 Selma Street
- Selma Art's Center, 1935 High Street
- Public Works Corporate Yard, 1325 Nebraska Ave.
- Selma Police Station, 1935 E. Front Street

The following services shall be provided upon request by the City:

- First Aid Program that is ANSI and OSHA compliant and direct purchase
- Direct purchase of any supplies or products available
- Managed restroom services to clean and restock product

**EXHIBIT B
RATE SCHEDULE**

GARMENTS AND SERVICES ORDERED:								
No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE™ (per item per week)	REPLACEMENT CHARGE (PER ITEM)
30	Work Shirts Orange	11	5	\$0.15	I/P	Weekly	0.06	14.50
	WORK SHIRT WHITE	11	5	\$0.15	I/P	WEEKLY	0.06	14.50
	WORK SHIRT LITE BLUE	11	5	\$0.13	I/P	WEEKLY	0.06	14.50
	WORK PANTS	11	5	\$0.17	I/P	WEEKLY	0.06	18.50
	WORK PANTS JEANS	11	5	\$0.27	I/P	WEEKLY	0.13	27.60
	Pant, Carpenter, Dickies-Blue Denim	11	5	.40	I/P	WEEKLY	0.16	32.20
	Coveralls, 65/35 Blend-Navy	11	5	.40	I/P	WEEKLY	0.16	40.25

	TURK TOWELS YELLOW	150	\$0.08	WEEKLY	50%	3%	0.50
	MAT STANDARD 3X10	2	\$3.50	WKLY	50%	N/A	132.25
	MAT STANDARD 3X4	18	\$2.00	WKLY	50%	N/A	51.75
	PREMIUM BATH TOWELS	200	\$0.50	WKLY	50%	N/A	12.19
	DISH TOWELS	80	\$0.08	WKLY	50%	1%	1.25
	LOGO MAT 4X6	8	\$5.00	WKLY	50%	N/A	218.50
	FIRST AID	6	\$14.99	WKLY	100%	N/A	N/A

ALLIED MERCHANDISE AND SERVICES ORDERED:							
MERCHANDISE	QUANTITY	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)	
LOGO MAT 3X4	2	\$2.50	WEEKLY	50%	N/A	109.25	
DUST MOP 36"	6	\$1.50	WKLY	50%	N/A	12.08	
DUST MOP 24"	2	\$1.00	WKLY	50%	N/A	9.20	
BAG STAND	5	\$0.00	WKLY	100%	N/A	16.10	
DUST MOP HANDELS	4	\$0.00	WKLY	100%	N/A	14.38	
DUST MOP FRAMES	4	\$0.00	WKLY	100%	N/A	4.60	
STANDARD MAT 4X6	4	\$2.60	WKLY	50%	N/A	92.00	
SERVICE CHARGE	1	\$5.00	WKLY	100%			
INVENTORY MAINTANANCE	1	\$10.00	WKLY	100%			

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72670	04/25/2019	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 3/23/-4/22/19	PARTIAL R	89,422.21
72671	04/25/2019	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASE-MAY 19		1,058.45
72672	04/25/2019	Printed	UNITY IT	MDT MANAGED SERVICES-MAR 19		2,556.69
72673	04/25/2019	Printed	HECTOR VARGAS VALDEZ/EXPRESS TOWING	VEHICLE STORAGE FOR EVIDENCE		235.00
72674	04/25/2019	Printed	VALLEY SHREDDING LLC	BUSINESS LIC OVERPAYMENT REIMB		10.00
72675	04/25/2019	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 3/1/19-3/31/19	PDSA	2,718.79
72676	04/25/2019	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE-MARCH 2019		113,918.89
72677	05/09/2019	Printed	MARK ALVES/ALVES ELECTRIC	SHAHER PARKING LOT/PLAYGROUND LED LIGHTING-HRPP GRANT FUNDED	G	12,985.00
72678	05/09/2019	Printed	AT&T	TELEPHONE-APRIL 2019		20.05
72679	05/09/2019	Printed	BENNETT & BENNETT, INC.	PVC'S FOR LLMD 11		17.45
72680	05/09/2019	Void				
72681	05/09/2019	Void				
72682	05/09/2019	Printed	CINTAS CORPORATION NO. 2	LINEN/UNIFORM SERVICE-APR 19		715.71
72683	05/09/2019	Printed	COLLINS & SCHOETTLER PLANNING	PLANNING CONSULTING-MARCH 19		11,377.34
72684	05/09/2019	Printed	COUNTY OF FRESNO	CRIME SCENE INVESTIGATIONS		796.10
72685	05/09/2019	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES-MAR 19		70.24
72686	05/09/2019	Printed	DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING JAN-MAR 19		1,992.95
72687	05/09/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 4/24/19		1,553.50
72688	05/09/2019	Printed	HEWLETT-PACKARD FINANCIAL	LEASE FOR SERVERS 5/1-5/31/19		1,347.37
72689	05/09/2019	Printed	HUB INTERNATIONAL INSURANCE	FARMERS MARKET & SELMA CANCER SUPPORT EVENTS	R	639.99
72690	05/09/2019	Printed	JORGENSEN & COMPANY	FIRE EXTINGUISHER MAINT-W FRONT & A ST		246.92
72691	05/09/2019	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB-MAY 19		1,170.90
72692	05/09/2019	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB-MAY 19		185.78
72693	05/09/2019	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB-MAY 19		1,397.68
72694	05/09/2019	Printed	METRO UNIFORM	POLICE BODY ARMOR		1,941.70
72695	05/09/2019	Printed	PG&E	UTILITIES-APRIL 2019		36,891.64
72696	05/09/2019	Printed	DEVON RICKETTS	SCAN & UPLOAD NEW PD STATION PLANS	PDSA	238.71
72697	05/09/2019	Printed	SOLAR MAINTENANCE PROS	BUSINESS LIC OVERPAYMENT REIMB		94.00
72698	05/09/2019	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING		331.25
72699	05/09/2019	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION		60.00
72700	05/09/2019	Printed	SILVIA VENEGAS	BUSINESS LICENSE REIMBURSEMENT		50.00
72701	05/09/2019	Printed	VERIZON WIRELESS	AIRCARDS 3/19/19-4/18/19		607.95
72702	05/09/2019	Printed	ZUMAR INDUSTRIES, INC.	ROAD WORK AHEAD SIGNS		1,033.69
72703	05/16/2019	Printed	TERESA GALLAVAN	LAS VEGAS ICSC RECON 2019 PER DIEM		175.00
72704	05/16/2019	Printed	ISAAC MORENO	LAS VEGAS ICSC RECON 2019 PER DIEM		200.00
72705	05/16/2019	Printed	RICHARD J TUTTRUP	PIONEER VILLAGE WINE TASTING FUNDRAISER ENTERTAINMENT		400.00
72706	05/16/2019	Printed	GATEWAY ENGINEERING, INC.	RSTP-FLORAL AVE PROJECT & STREETS ARTERIAL PROJECT	G	127,500.00
72707	05/23/2019	Printed	A&E INDUSTRIAL CLEANING	PRESSURE WASHER MAINTENANCE		139.17
72708	05/23/2019	Printed	AMERICA'S KIDS IN MOTION	SELMA HEALTH CARE DISTRICT SWIM 2019 SUMMER GRANT	G	7,100.00
72709	05/23/2019	Printed	ARCHIVESOCIAL, INC.	SOCIAL MEDIA ARCHIVE SERVICES		2,388.00
72710	05/23/2019	Printed	AT&T	TELEPHONE 4/4/19-5/3/19		1,390.03
72711	05/23/2019	Printed	AT&T	TELEPHONE 4/4/19-5/3/19		21.99
72712	05/23/2019	Printed	AT&T	TELEPHONE 4/4/19-5/3/19		16.58
72713	05/23/2019	Printed	AT&T MOBILITY	TELEPHONE-MDTS 4/1/19-4/30/19		522.07
72714	05/23/2019	Printed	BENNY BACA/COOL AIR SPECIALTY	PIONEER VILLAGE AIR DUCTING REPLACEMENT		2,700.00
72715	05/23/2019	Printed	BEHAVIORAL ANALYSIS TRAINING,	COGNITIVE INTERVIEW & FORENSIC STATEMENT ANALYSIS COURSE		614.00
72716	05/23/2019	Printed	BENNETT & BENNETT, INC.	PVC PIPING,ADAPTERS,PIPES-RINGO PARK		171.74
72717	05/23/2019	Printed	BEST TOURS & TRAVEL INC.	SENIOR TRIP 4/23-25 LAS VEGAS	R	11,562.00
72718	05/23/2019	Printed	BRIGHT PLANET SOLAR	SOLAR PERMIT REFUND 19-0143		84.07

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72719	05/23/2019	Printed	JAY WESLEY BROCK/TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE		180.00
72720	05/23/2019	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-APRIL 2019		9,564.73
72721	05/23/2019	Printed	ROD CARSEY	PLAN CHECKS-APRIL 2019		2,951.38
72722	05/23/2019	Printed	SAM CASEY	LAS VEGAS TRIP REFUND		616.00
72723	05/23/2019	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		786.24
72724	05/23/2019	Printed	COLLECTIBLES MGMT RESOURCES	COLLECTION FEES	R	4,056.49
72725	05/23/2019	Printed	COMCAST	INTERNET SERVICE -MAY 2019		1,485.84
72726	05/23/2019	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-APR 19		481.25
72727	05/23/2019	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-APR 19		494.84
72728	05/23/2019	Printed	CSULB FOUNDATION	CRIME SCENE INVESTIGATION COURSE 6/3-6/4/19	R	724.00
72729	05/23/2019	Printed	DANCING SCHOOL	REIMBURSEMENT FOR THE NUTTY NUTCRACKER		232.59
72730	05/23/2019	Printed	DATAPATH LLC	SERVER UPDATE-FINAL INVOICE AND NETCARE/ON SITE SUPPORT-MAY 2019		18,825.00
72731	05/23/2019	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS-APRIL 2019		403.00
72732	05/23/2019	Printed	DYSON JANZEN ARCHITECTS, INC.	NEW PD STATION AGREEMENT	PDSA	97,593.41
72733	05/23/2019	Printed	EMPLOYMENT DEVELOPMENT DEPT.	SUI QTRLY PMT 1/1/19-3/31/19		516.00
72734	05/23/2019	Printed	JOEL A FEDOR/FEDOR PLUMBING	CLEARED OUT FLOOR DRAIN-A ST & INSTALLED NEW DRINKING FOUNTAIN-CITY HALL		2,140.61
72735	05/23/2019	Printed	FIVE CITIES EDA	4TH QUARTER DUES APR-JUN 19		1,039.55
72736	05/23/2019	Printed	FORENSIC NURSE SPECIALIST, INC	EXAM 19-3542		1,000.00
72737	05/23/2019	Printed	FRESNO CITY COLLEGE	ACADEMY INSTRUCTOR COURSE 4/1-4/5/19 & TEMPORARY PARKING PERMITS & REGISTRATION	R	649.00
72738	05/23/2019	Printed	FRESNO COUNTY TREASURER	HMBP FOR CITY YARD		447.00
72739	05/23/2019	Printed	DONOVAN FULLNER	GYM MEMBERSHIP REIMBURSEMENT		169.00
72740	05/23/2019	Printed	GATEWAY ENGINEERING, INC.	2017 ATP PROJECT 17-089	G	36,150.00
72741	05/23/2019	Printed	GOVERNMENT REVENUE SOLUTIONS	STARS SERVICES 4TH QUARTER		500.00
72742	05/23/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 5/1/19		3,486.30
72743	05/23/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 5/8/19		1,153.74
72744	05/23/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-JUNE 2019		777.42
72745	05/23/2019	Printed	HEALTHWISE SERVICES, LLC.	KIOSK MEDICAL WASTE SERVICES		150.00
72746	05/23/2019	Printed	HEWLETT-PACKARD FINANCIAL	LEASE FOR FIRE ADMIN BLDG 5/18-6/17/19		339.78
72747	05/23/2019	Printed	JLB TRAFFIC ENGINEERING INC	FAHRNEY TRAFFIC STUDY-MARCH 19	R	468.92
72748	05/23/2019	Printed	KINGSBURG VETERINARY CLINIC	SECOND CHANCE ANIMAL SHELTER SPAY		139.50
72749	05/23/2019	Printed	LEE CENTRAL CALIFORNIA	EMPLOYMENT ADS-PLANNING & DEVELOPMENT MANAGER & RECYCLING GRANT AD	PARTIAL G	639.08
72750	05/23/2019	Printed	METRO UNIFORM	POLICE REVOLVING ACCT		870.51
72751	05/23/2019	Printed	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS-PLANNING MANAGER		55.00
72752	05/23/2019	Printed	DANIELA MONTESINOS	CRIME SCENE INVESTIGATOR COURSE PER DIEM 6/2-6/14/19	R	456.00
72753	05/23/2019	Printed	NHA ADVISORS LLC	2014 ASSESSMENT DISTRICT & 2017 GENERAL OBLIGATION BONDS		3,550.00
72754	05/23/2019	Printed	ADRIAN OCEGUERA	REIMBURSEMENT FOR ROGER ROCKA'S DINNER THEATER		136.00
72755	05/23/2019	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		401.82
72756	05/23/2019	Printed	PG&E	UTILITIES-APRIL 2019		211.89
72757	05/23/2019	Printed	PROFORCE LAW ENFORCEMENT	TASER HOLSTERS		5,037.58
72758	05/23/2019	Printed	R.J. BERRY JR. INC.	ROOSEVELT SCHOOL ROUNDABOUT ATP PROJECT	R	133,614.46
72759	05/23/2019	Printed	RAY MORGAN COMPANY INC	COPIER MAINT/COPY AGREEMENT 4/1/19-4/30/19		763.58
72760	05/23/2019	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT JUNE 2019		6,978.00
72761	05/23/2019	Printed	OCTAVIO SIFUENTES	TRANSPORT BRONZE SCULPTURE FROM LINCOLN PARK TO FRESNO		1,500.00
72762	05/23/2019	Printed	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-APRIL 2019		175.00
72763	05/23/2019	Printed	SPARKLETTS	WATER SERVICE-PD		142.82
72764	05/23/2019	Printed	SUN LIFE	EMPLOYEE INSURANCE-JUNE 19		1,492.24

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72765	05/23/2019	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES-MAY 2019		3,500.00
72766	05/23/2019	Printed	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT CHECK		13.89
72767	05/23/2019	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING		406.25
72768	05/23/2019	Printed	TYMCO INC	STREET SWEEPER PAYMENT		13,248.72
72769	05/23/2019	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 4/1/19-4/30/19	PDSA	1,999.05
72770	05/23/2019	Printed	YASH P. VERMA/INDUSTRIAL HEALTHCARE	HEP B VACCINATIONS-PW & PRE-EMPLOYMENT PHYSICALS-PD		1,172.00
72771	05/23/2019	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE-APRIL 2019		114,098.43
72772	05/23/2019	Printed	WENGER CORPORATION	AUDIENCE RISERS	G	26,532.45
72773	05/23/2019	Printed	WILLEMS COMMERCIAL PRINTING	WAIT UNTIL DARK POSTERS & POSTCARDS		140.58
72774	05/23/2019	Printed	ZEE MEDICAL SERVICE CO.	FIRST AID KITS-PD		389.15
72775	05/23/2019	Printed	ZUMAR INDUSTRIES, INC.	DIRECTIONAL SIGNS WITH CITY LOGO		936.79
					TOTAL	946,653.48

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

WIRE/EFT						
05/14/19			STATE OF CALIFORNIA	2018 GEMT QRT 1 & 2		45,060.78

PAYROLL TRANSACTIONS

CHECK REGISTER

Date	Check No.	Amount
4/30/2019	115522	\$1,465.12
5/3/2019	115523-115531	\$4,306.78
5/17/2019	115540-115545	\$1,866.37

Remittance Checks

Date	Check No.	Amount
5/3/2019	115532-115539	\$19,791.24
5/17/2019	115546-115551	\$16,046.67

ACH Payment

Date	Description	Amount
5/3/2019	PR MAY0319	\$168,313.54
5/9/2019	PR MAY0919	\$138.83
5/17/2019	PR MAY1719	\$168,546.47

US BANK INVOICE FOR CALCARD CHARGES: 3/23/19-4/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CHRISTIE MOORADIAN	4/3/2019	CALIFORNIA POLICE CHIEF ASSOC	WLLE/WOMENS CONFERENCE	100-2200-610.915.000	1,125.00
CHRISTIE MOORADIAN	4/3/2019	CALIFORNIA POLICE CHIEF ASSOC	WLLE/WOMENS CONFERENCE	100-2100-610.915.000	750.00
CITY OF SELMA FIRE QRT MST	4/16/2019	FELD FIRE	HOSE ROLLER FOR OES	100-2525-600.250.000	693.23
CITY OF SELMA STATION 1	3/26/2019	NAPA AUTO PARTS	SPARK PLUG	100-2525-600.375.000	2.16
CITY OF SELMA STATION 1	4/8/2019	SAVEMART	PROPANE REFILL	100-2525-600.250.00	21.68
CITY OF SELMA STATION 1	4/15/2019	NAPA AUTO PARTS	HEAD LIGHT FOR ENGINE	701-9200-600.250.000	9.81
CITY OF SELMA STATION 1	4/20/2019	SHELL	FUEL FOR ENG 111	701-9200-600.257.000	51.33
CITY OF SELMA STATION 2	3/23/2019	THE HOME DEPOT	TOOK BOX, MASK, CAN	100-2525-600.250.000	80.18
CITY OF SELMA STATION 2	3/31/2019	THE HOME DEPOT	LOCKS, CABLE FOR 110	100-2525-600.250.000	68.72
CITY OF SELMA STATION 2	4/6/2019	WALMART	PARTS FOR STATION 2, REPAIRS	100-2525-600.250.000	71.29
CITY OF SELMA STATION 2	4/8/2019	THE HOME DEPOT	2 CHAIRS FOR STATIONS	100-2525-600.250.000	68.23
CITY OF SELMA STATION 2	4/10/2019	THE HOME DEPOT	WATER AND GATORADE FOR ENGINES	100-2525-600.250.000	16.12
CITY OF SELMA STATION 2	4/16/2019	OFFICE MAX	TOOLS AND LIGHTS-ST 2	100-2525-600.250.000	325.40
CITY OF SELMA TRAINING DIV	3/21/2019	AMERICAN AIRLINES	JEREMY'S FLIGHT TO TRAINING	100-2525-610.915.000	153.30
CITY OF SELMA TRAINING DIV	3/21/2019	UNITED AIRLINES	JEREMY'S FLIGHT TO TRAINING	100-2525-610.915.000	98.30
CITY OF SELMA TRAINING DIV	4/17/2019	SP HERO WIPES	DECONTAMINATION WIPES	100-2525-600.250.000	128.70
CITY OF SELMA TRAINING DIV	4/18/2019	POOL WEB AQUA TECH	RESCUE THROW BAGS	100-2525-600.250.000	123.36
CITY OF SELMA TRAINING DIV	4/18/2019	NORTHWEST RIVER SUPPLIES	PERSONAL FLOTATION DEVICES	100-2525-600.476.000	274.75
CITY OF SELMA TRAINING DIV	4/19/2019	NORTHWEST RIVER SUPPLIES	PERSONAL FLOTATION DEVICES	100-2525-600.476.000	54.95
DAVID LEWIS	3/28/2019	SAN JOAQUIN VALLEY CHAPTER	MEMBERSHIP FEE	100-3200-610.900.000	75.00
DAVID LEWIS	3/28/2019	INTERNATIONAL CODE COUNCIL	TRAINING	100-3200-610.915.000	85.00
DAVID LEWIS	4/10/2019	AMAZON.COM	5 PACK OF 64 GIG 3.0 FLASH DRIVES	100-2200-600.250.000	39.99
DAVID LEWIS	4/15/2019	ROSALINDA'S MEXICAN RESTAURANT	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	62.37
DEBBIE GOMEZ	3/25/2019	AMAZON	DISPOSABLE COLD PACKS	100-2200-600.250.000	18.01
DEBBIE GOMEZ	3/28/2019	OFFICE MAX/DEPOT	TONER CARTRIDGES	100-2100-600.100.000	493.08
DEBBIE GOMEZ	3/31/2019	AMAZON	FIRST AID SUPPLIES & MICE PATROL	100-2100-600.250.000	102.34
DEBBIE GOMEZ	4/5/2019	BLACK BEAR DINER	CROWS LANDING LUNCH	100-2100-600.250.000	35.20
DEBBIE GOMEZ	4/5/2019	SHELL	GAS FOR UHAUL	100-2100-600.250.000	95.00
DEBBIE GOMEZ	4/5/2019	GALLS	TAC GEAR, COMPRESSION S, PERFORMA	100-2200-600.250.000	228.64
DEBBIE GOMEZ	4/5/2019	GALLS	HANDCUFFS	100-2200-600.250.000	136.11
DEBBIE GOMEZ	4/5/2019	UHAUL	UHAUL RENTAL CROWS LANDING	100-2100-600.250.000	239.24
DEBBIE GOMEZ	4/11/2019	HON	KEY REPLACEMENT FILE CABINET	100-2100-600.250.000	11.26
DEBBIE GOMEZ	4/11/2019	OFFICE MAX/DEPOT	UTILITY TRAYS	100-2100-600.100.000	14.50
DEBBIE GOMEZ	4/11/2019	OFFICE MAX/DEPOT	FED EX FOR EVIDENCE 18-4029/18-4744	100-2100-600.250.000	131.98
DEBBIE GOMEZ	4/12/2019	PROFORCE	TASER, CARTRIDGES, BATTERY PACK	100-2200-600.250.000	1,468.48
DEBBIE GOMEZ	4/19/2019	GALLS	SHIRT, PANT -DEBBIE GOMEZ REVOLVING ACCT	100-0000-123.010.000	101.14
FINANCE DEPARTMENT	4/18/2019	CALIFORNIA SOCIETY OF MUNICIPAL	INTRODUCTION TO GOVERNMENTAL	100-1600-610.915.000	225.00
FRANK SANTILLAN	3/25/2019	CHEVRON SELMA, CA.	PATROL UNIT WASH	100-2200-600.250.000	7.00
FRANK SANTILLAN	3/25/2019	SIERRA MKT SELMA, CA.	COFFEE/PRISONER MEALS	100-2100-600.250.000	19.93
FRANK SANTILLAN	4/3/2019	CPOA SACRAMENTO, CA.	LSP COVERAGE PER MOU	100-2200-610.900.000	500.00
GEORGE SIPEN	4/17/2019	AMAZON.COM	GLALAXY/SAMSUNG TAB	603-5500-600.256.000	331.24

June 3, 2019 Council Packet

US BANK INVOICE FOR CALCARD CHARGES: 3/23/19-4/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPEN	4/3/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	(231.25)
GEORGE SIPEN	4/10/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	13.65
GEORGE SIPEN	4/3/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	16.49
GEORGE SIPEN	4/11/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	31.52
GEORGE SIPEN	4/10/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	32.52
GEORGE SIPEN	4/4/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	42.44
GEORGE SIPEN	4/5/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	58.58
GEORGE SIPEN	4/11/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	65.09
GEORGE SIPEN	4/8/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	97.14
GEORGE SIPEN	4/12/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	98.06
GEORGE SIPEN	3/21/2019	NAPA AUTO PARTS	AUTOTECH CLASS IN FRESNO	603-5500-600.400.000	120.00
GEORGE SIPEN	3/28/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	161.76
GEORGE SIPEN	4/18/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	610.39
GEORGE SIPEN	3/28/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	1,005.49
GEORGE SIPEN	4/4/2019	NAPA AUTO PARTS	AUTO PARTS	603-5500-600.256.000	1,534.89
GEORGE SIPEN	3/25/2019	O'REILLY AUTO SUPPLY	AUTO PARTS	603-5500-600.256.000	(412.50)
GEORGE SIPEN	4/4/2019	O'REILLY AUTO SUPPLY	AUTO PARTS	603-5500-600.256.000	390.51
GEORGE SIPEN	4/4/2019	O'REILLY AUTO SUPPLY	AUTO PATS	603-5500-600.256.000	611.77
GEORGE SIPEN	4/17/2019	NVB EQUIPMENT	AUTO PARTS	603-5500-600.256.000	196.36
GEORGE SIPEN	4/18/2019	NVB EQUIPMENT	AUTO PARTS	603-5500-600.256.000	422.04
GEORGE SIPEN	4/2/2019	TNT TOWING	16 EL DORADO	603-5500-600.400.000	250.00
GEORGE SIPEN	3/22/2019	TNT TOWING	13 CHEV EXPRESS	603-5500-600.400.000	312.50
GEORGE SIPEN	3/7/2019	TNT TOWING	2016 EL DORADO	603-5500-600.400.000	375.00
GEORGE SIPEN	2/21/2019	TNT TOWING	2016 EL DORADO UNIT 189	603-5500-600.400.000	375.00
GEORGE SIPEN	3/29/2019	TNT TOWING	2014 CHEV 4500 BUS	603-5500-600.400.000	500.00
GEORGE SIPEN	4/18/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	11.63
GEORGE SIPEN	4/16/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	97.45
GEORGE SIPEN	4/15/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	109.05
GEORGE SIPEN	4/9/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	110.00
GEORGE SIPEN	4/15/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	128.16
GEORGE SIPEN	3/25/2019	MICHAEL AUTOMOTIVE CENTER	AUTO PARTS	603-5500-600.256.000	297.58
GEORGE SIPEN	3/25/2019	MICHAEL AUTOMOTIVE CENTER	AUTO REPAIRS	603-5500-600.256.000	2,598.15
GEORGE SIPEN	4/11/2019	COUNTRY TIRE & WHEEL	AUTO REPAIRS	603-5500-600.400.000	350.17
GEORGE SIPEN	3/25/2019	COUNTRY TIRE & WHEEL	DISOMOUNT & MOUNT NEW TIRES	603-5500-600.400.000	429.10
GEORGE SIPEN	4/15/2019	COUNTRY TIRE & WHEEL	AUTO PARTS	603-5500-600.400.000	608.07
GEORGE SIPEN	3/28/2019	COUNTRY TIRE & WHEEL	INSTALL NEW TIRES	603-5500-600.400.000	914.89
GEORGE SIPEN	4/1/2019	COUNTRY TIRE & WHEEL	INSTAL NEW TIRES	603-5500-600.400.000	1,216.14
GEORGE SIPEN	4/1/2019	FRONTIER FASTENER	AUTO PARTS	603-5500-600.256.000	116.71
GEORGE SIPEN	4/15/2019	FRONTIER FASTENER	AUTO PARTS	603-5500-600.256.000	156.78
GEORGE SIPEN	3/13/2019	CREATIVE BUS SALES	AUTO PARTS	603-5500-600.256.000	288.23

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EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPEN	4/17/2019	CREATIVE BUS SALES	AUTO PARTS	603-5500-600.256.000	1,070.97
GEORGE SIPEN	4/2/2019	CREATIVE BUS SALES	AUTO PARTS	603-5500-600.256.000	1,181.60
GEORGE SIPEN	4/5/2019	SAFETY-KLEEN SYSTEMS, INC	OIL RECYCLING SERVICES	603-5500-600.400.000	1,449.93
GEORGE SIPEN	3/19/2019	ALL AMERICAN GLASS	WINDSHIELD REPAIR	603-5500-600.400.000	75.00
GEORGE SIPEN	4/8/2019	ALL AMERICAN GLASS	WINDSHIELD REPAIR	603-5500-600.400.000	85.00
GEORGE SIPEN	4/9/2019	ALL AMERICAN GLASS	WINDSHIELD REPAIR	603-5500-600.400.000	85.00
GEORGE SIPEN	4/2/2019	ALL AMERICAN GLASS	INSTALL TEMPERED GLASS	603-5500-600.400.000	268.77
GEORGE SIPEN	3/19/2019	ALL AMERICAN GLASS	INSTALL NEW WINDSHIELD	603-5500-600.400.000	314.47
GEORGE SIPEN	4/15/2019	CAL DISTRIBUTING	AUTO PARTS	603-5500-600.256.000	1,335.30
GEORGE SIPEN	4/5/2019	QUALITY ALIGNMENT	AUTO REPAIRS	603-5500-600.400.000	85.00
GEORGE SIPEN	3/27/2019	LEO'S SMOG	SMOG	603-5500-600.400.000	68.00
GEORGE SIPEN	4/9/2019	FRESNO CHRYSLER JEEP	AUTO PARTS	603-5500-600.256.000	41.48
GEORGE SIPEN	4/10/2019	WESTERN LIGHTHOUSE	AUTO PARTS	603-5500-600.256.000	51.02
GEORGE SIPEN	4/9/2019	CELL FIX INC	TABLET REPAIR	603-5500-600.400.000	269.94
GILBERT CANTU	4/1/2019	CALIF PEACE OFFICERS-LSP	LDF, MYRON DYCK	100-2100-610.900.000	500.00
GILBERT CANTU	4/1/2019	CALIF PEACE OFFICERS-LSP	LDF, CHRISTIE MOOSADIAN	100-2100-610.900.000	500.00
GILBERT CANTU	4/1/2019	CALIF PEACE OFFICERS-LSP	LDF, GILBERT CANTU	100-2100-610.900.000	500.00
GILBERT CANTU	4/10/2019	OFFICE MAX	11X17 PAPER NEIGHBORHOOD Watch BOOKS	100-2100-600.250.000	26.35
GILBERT CANTU	4/12/2019	FOOD 4 LESS, SELMA	PRSONER MEALS	100-2100-600.250.000	8.74
GILBERT CANTU	4/14/2019	CHEVRON	CAR WASH, CHIEF UNIT SIKH PARADE	100-2100-600.250.000	14.00
GILBERT CANTU	4/15/2016	USPS	CERTIFIED LETTERS	100-2200-600.120.000	11.15
GILBERT CANTU	4/16/2019	SAL'S MEXICAN RESTURANT	DETAIL LUNCH	100-2100-600.250.000	219.07
GILBERT CANTU	4/16/2019	WALMART, SELMA	DETAIL DRINKS, UTINSILS	100-2100-600.250.000	16.09
GILBERT CANTU	4/16/2019	ANN'S DOUNUTS	DETAIL BRIEFING	100-2100-600.250.000	10.50
GILBERT CANTU	4/17/2019	ME-N-EDS PIZZA PARLOR	DETAIL LUNCH	100-2100-600.250.000	44.48
GILBERT CANTU	4/17/2019	ME-N-EDS PIZZA PARLOR	DETAIL LUNCH	100-2100-600.250.000	181.36
GILBERT CANTU	4/17/2019	SAVE MART, SELMA	DETAIL, DRINKS, WATER	100-2100-600.250.000	19.67
GREG GARNER	4/9/2019	CA POLICE CHIEF'S ASSOCIATION	W.L.L.E. CONFERENCE	100-2300-610.920.000	375.00
GREG GARNER	4/15/2019	WALMART	SWEARING IN RECEPTION	100-2300-600.250.000	20.06
GREG GARNER	4/15/2019	SAVE MART	SWEARING IN RECEPTION	100-2300-600.250.000	49.99
JACOB PUMAREJO	3/23/2019	AMAZON	ACT FLASHLIGHT T&E PER SGT STOKES	269-2100-600.350.000	108.01
JACOB PUMAREJO	3/24/2019	AMAZON	KENWOOD RADIO ACCESSORIES	269-2100-600.350.000	25.71
JACOB PUMAREJO	3/25/2019	GOOGLE TV	REIMBURSEMENT ATTACHED	800-000-121.000.000	40.00
JACOB PUMAREJO	3/23/2019	CENTRAL VALLEY GUNS	S&W .9MM (REVOLVING ACCOUNT)	100-0000-123.010.000	451.29
JACOB PUMAREJO	3/25/2019	CIRCLE K	FUEL	269-2100-600.257.000	57.00
JACOB PUMAREJO	3/26/2019	VALERO	FUEL	269-2100-600.257.000	57.37
JACOB PUMAREJO	3/28/2019	VALERO	FUEL	269-2100-600.257.000	63.88
JACOB PUMAREJO	4/2/2019	CIRCLE K	FUEL	269-2100-600.257.000	57.00
JACOB PUMAREJO	4/3/2019	CIRCLE K	FUEL	269-2100-600.257.000	36.00
JACOB PUMAREJO	4/8/2019	VALERO	FUEL	269-2100-600.257.000	48.08
JACOB PUMAREJO	4/10/2019	CIRCLE K	FUEL	269-2100-600.257.000	65.00

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JACOB PUMAREJO	4/16/2019	ANNS DONUTS	SELMA DETAIL	100-2100-600.250.000	28.05
JACOB PUMAREJO	4/17/2019	ANNS DONUTS	SELMA DETAIL	100-2100-600.250.000	10.50
JACOB PUMAREJO	4/16/2019	STARBUCKS	SELMA DETAIL	100-2100-600.250.000	33.90
JACOB PUMAREJO	4/17/2019	SHELL	FUEL	269-2100-600.257.000	67.00
JACOB PUMAREJO	4/18/2019	AMAZON	ACT IPAD CHARGER REPLACEMENT	269-2100-600.350.000	24.93
JACOB PUMAREJO	4/17/2019	STARBUCKS	SELMA DETAIL	100-2100-600.250.000	12.95
KELLI TELLEZ	3/29/2019	ADVANTAGE GEAR	SHIRT-JEREMY OWENS REVOLVING	100-0000-123.010.000	133.02
KELLI TELLEZ	4/3/2019	AMAZON	LABELS-PUBLIC ED	100-2525-600.250.000	90.25
KELLI TELLEZ	4/3/2019	AMAZON	TONER-PRINTER	100-2525-600.250.000	45.86
KELLI TELLEZ	4/10/2019	WALMART	STATION SUPPLIES	100-2525-600.250.000	246.57
KELLI TELLEZ	4/12/2019	WALMART	WATER	100-2525-600.250.000	36.24
KELLI TELLEZ	4/18/2019	511 TACTICAL	PULLOVER-JEREMY OWENS REVOLVING	100-0000-123.010.000	68.33
MIKAL KIRCHNER	3/22/2019	HYATT REGENCY SACRAMENTO	CPRS CONFERENCE - KIRCHNER	100-4700-610.920.000	734.10
MIKAL KIRCHNER	3/26/2019	FRESNO ECONOMIC	SENIOR CENTER LUNCH SUPPLIES	100-4500-600.250.000	53.65
MIKAL KIRCHNER	3/26/2019	FRESNO ECONOMIC	SENIOR CENTER LUNCH SUPPLIES	100-4500-600.250.000	178.79
MIKAL KIRCHNER	3/26/2019	FRESNO ECONOMIC	SENIOR CENTER LUNCH SUPPLIES	100-4500-600.250.000	128.28
MIKAL KIRCHNER	3/26/2019	FRESNO ECONOMIC	SENIOR CENTER LUNCHES	805-0000-226.200.000	1,519.86
MIKAL KIRCHNER	3/27/2019	NELSONS HARDWARE	SR. CENTER LIGHT REPAIR BURNED OUT	100-4200-600.375.000	101.48
MIKAL KIRCHNER	3/28/2019	NELSONS HARDWARE	FIELD LIGHT BOX LOCK EXCHANGE	100-4700-600.250.000	57.45
MIKAL KIRCHNER	3/28/2019	NELSONS HARDWARE	BALLFIELD FIELD NEW LOCK KEY (PW)	100-4700-600.250.000	2.92
MIKAL KIRCHNER	4/9/2019	SMART N FINAL	SR. TRIP CANDY	805-0000-226.000.000	54.36
MIKAL KIRCHNER	4/10/2019	NELSON'S ACE HARDWARE	BALLFIELD INFIELD SPRAY/EVENT PAINT	100-4700-600.250.000	75.15
MIKAL KIRCHNER	4/11/2019	NELSON'S ACE HARDWARE	ELECTRIC BOX/REC. COOR./PD KEY	100-4100-600.250.000	5.84
MIKAL KIRCHNER	4/12/2019	NELSON'S ACE HARDWARE	PIONEER VILLAGE CLEAN UP GLOVES	601-4100-600.250.000	10.84
MYRON DYCK	4/11/2019	NELSON'S ACE HARDWARE	KEYS FOR CABINET FOR SERGEANTS	100-2100-600.250.000	20.44
NESTOR GALVAN	4/3/2019	QUINN COMPANY	TROUBLESHOOT & REPAIR- UNIT #1606 WHEEL	701-9200-600.400.000	3,948.98
NESTOR GALVAN	4/11/2019	NAPA AUTO PARTS	AC SEAL/CLUTCH, CLNG SYS TESTER,WRK STND	701-9200-600.305.000	(2,160.45)
NESTOR GALVAN	4/8/2019	NAPA AUTO PARTS	ALTERNATOR CRDT-UNIT #2600 INV#729943	701-9200-600.256.000	(224.08)
NESTOR GALVAN	4/9/2019	NAPA AUTO PARTS	FLEX FORM COOL HOSE-CRDT INV 731417	701-9200-600.250.000	(13.53)
NESTOR GALVAN	4/18/2019	NAPA AUTO PARTS	RETURN GREASE CAP=UNIT 3100 INV732312	701-9200-600.256.000	(4.33)
NESTOR GALVAN	4/16/2019	NAPA AUTO PARTS	CRDT-PR INV#731970-OIL FILTER-UNIT #719	701-9200-600.256.000	(0.03)
NESTOR GALVAN	4/18/2019	NAPA AUTO PARTS	GREASE CAP-UNIT 3100	701-9200-600.256.000	7.03
NESTOR GALVAN	4/16/2019	NAPA AUTO PARTS	4-UNIVERSAL MOUNTING STUDS	701-9200-600.250.000	7.33
NESTOR GALVAN	4/15/2019	NAPA AUTO PARTS	OIL COOLER GASKET-UNIT #719	701-9200-600.256.000	8.78
NESTOR GALVAN	4/9/2019	NAPA AUTO PARTS	FLEX FORM COOL HOSE-SHOP SUPPLIES	701-9200-600.250.000	13.53
NESTOR GALVAN	4/1/2019	NAPA AUTO PARTS	PURCHASE OIL FILTERS	701-9200-600.250.000	18.93
NESTOR GALVAN	3/30/2019	NAPA AUTO PARTS	PURCHASE ANTI-FREEZE	701-9200-600.250.000	20.60
NESTOR GALVAN	4/2/2019	NAPA AUTO PARTS	BELT-UNIT 8508	701-9200-600.256.000	24.23
NESTOR GALVAN	4/18/2019	NAPA AUTO PARTS	035 FLUX CORED WIRE	701-9200-600.250.000	26.48
NESTOR GALVAN	4/1/2019	NAPA AUTO PARTS	REDUCER SLEEVE-UNIT 1006	701-9200-600.256.000	32.53
NESTOR GALVAN	4/19/2019	NAPA AUTO PARTS	BALANCER PULLER/JOINT BALL SEPARATOR	701-9200-600.305.000	39.57

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NESTOR GALVAN	4/16/2019	NAPA AUTO PARTS	OIL/AIR FILTER, MOTOR OIL-UNIT #231	701-9200-600.256.000	40.49
NESTOR GALVAN	3/25/2019	NAPA AUTO PARTS	PURCHASE FUEL/OIL FILTERS-UNIT 391	701-9200-600.256.000	55.28
NESTOR GALVAN	3/21/2019	NAPA AUTO PARTS	AUTO TECH CLASS	701-9200-610.915.000	60.00
NESTOR GALVAN	4/15/2019	NAPA AUTO PARTS	OIL PAN/OIL FILTER/MOTOR OIL-UNIT #719	701-9200-600.256.000	74.36
NESTOR GALVAN	4/1/2019	NAPA AUTO PARTS	SPARK PLUG BOOT-UNIT 175	701-9200-600.256.000	86.35
NESTOR GALVAN	4/3/2019	NAPA AUTO PARTS	MOTOR OIL,OIL/AIR FILTER-UNIT #227	701-9200-600.256.000	93.13
NESTOR GALVAN	4/4/2019	NAPA AUTO PARTS	SPARK PLUG WIRE KIT-UNIT 224	701-9200-600.256.000	113.54
NESTOR GALVAN	4/4/2019	NAPA AUTO PARTS	GRAYPMED TOOL STORAGE TRAY	701-9200-600.250.000	130.15
NESTOR GALVAN	4/9/2019	NAPA AUTO PARTS	BLADES FOR X-MARK MOWERS	701-9200-600.250.000	132.12
NESTOR GALVAN	4/2/2019	NAPA AUTO PARTS	BATTERY - UNIT #2600	701-9200-600.256.000	172.88
NESTOR GALVAN	3/21/2019	NAPA AUTO PARTS	ALTERNATOR-UNIT 2600	701-9200-600.256.000	224.08
NESTOR GALVAN	3/26/2019	NAPA AUTO PARTS	BLADES-UNIT UNIT #3205,3204,3206	701-9200-600.250.000	264.25
NESTOR GALVAN	3/28/2019	NAPA AUTO PARTS	THREAD REPAIR KIT	701-9200-600.305.000	287.09
NESTOR GALVAN	4/8/2019	NAPA AUTO PARTS	HARDWARE KIT FOR EXMARK WHEELS	701-9200-600.250.000	299.26
NESTOR GALVAN	4/18/2019	NAPA AUTO PARTS	GREASE GUN	701-9200-600.305.000	444.73
NESTOR GALVAN	4/11/2019	NAPA AUTO PARTS	LEAK LOCATOR,LABSCOPE,HVY DUTY	701-9200-600.305.000	8,284.19
NESTOR GALVAN	3/26/2019	ARMANDOS SMOG	SMOG UNIT #915	701-9200-600.400.000	55.00
NESTOR GALVAN	3/26/2019	ARMANDOS SMOG	SMOG UNIT #313	701-9200-600.400.000	55.00
NESTOR GALVAN	3/26/2019	ARMANDOS SMOG	SMOG UNIT #503	701-9200-600.400.000	55.00
NESTOR GALVAN	3/26/2019	ARMANDOS SMOG	SMOG UNIT #502	701-9200-600.400.000	55.00
NESTOR GALVAN	3/14/2019	TIFCO INDUSTRIES	4 BOXES FLAT HEAD MACHINE SCREWS	701-9200-600.250.000	117.66
NESTOR GALVAN	3/18/2019	TIFCO INDUSTRIES	RESPIRATOR FILTERS, DIS COVERALLS,GLOVES	701-9200-600.250.000	1,033.72
NESTOR GALVAN	4/2/2019	O'REILLY AUTO SUPPLY	BATTERY RETURN-UNIT #2110	701-9200-600.256.000	(133.02)
NESTOR GALVAN	4/15/2019	O'REILLY AUTO SUPPLY	CORE RETURN	701-9200-600.256.000	(65.09)
NESTOR GALVAN	3/25/2019	O'REILLY AUTO SUPPLY	CAMSHAFT SENSOR-RETURN	701-9200-600.250.000	(25.70)
NESTOR GALVAN	3/27/2019	O'REILLY AUTO SUPPLY	COMPRESSOR RETURN	701-9200-600.305.000	(21.68)
NESTOR GALVAN	3/25/2019	O'REILLY AUTO SUPPLY	ORIFICE TUBE-UNIT 175	701-9200-600.250.000	1.57
NESTOR GALVAN	4/11/2019	O'REILLY AUTO SUPPLY	FIREPOWER LIGHTER	701-9200-600.250.000	5.96
NESTOR GALVAN	4/8/2019	O'REILLY AUTO SUPPLY	AIR FILTER-UNIT #224	701-9200-600.256.000	11.45
NESTOR GALVAN	3/27/2019	O'REILLY AUTO SUPPLY	PURCHASE GORILLA GLUE	701-9200-600.250.000	13.00
NESTOR GALVAN	3/28/2019	O'REILLY AUTO SUPPLY	FUEL CAP - UNIT #804	701-9200-600.256.000	13.55
NESTOR GALVAN	3/27/2019	O'REILLY AUTO SUPPLY	TOOL SPRING COMPRESSOR	701-9200-600.305.000	21.68
NESTOR GALVAN	3/29/2019	O'REILLY AUTO SUPPLY	TIRE FOAM	701-9200-600.250.000	30.33
NESTOR GALVAN	4/8/2019	O'REILLY AUTO SUPPLY	AD ACTUATOR-UNIT 224	701-9200-600.256.000	37.28
NESTOR GALVAN	3/25/2019	O'REILLY AUTO SUPPLY	PURCHASE PAG REFRIGERANT OIL	701-9200-600.250.000	40.96
NESTOR GALVAN	4/1/2019	O'REILLY AUTO SUPPLY	SPARK PLUGS-UNIT #175	701-9200-600.256.000	43.30
NESTOR GALVAN	4/11/2019	O'REILLY AUTO SUPPLY	WATHER STIPING	701-9200-600.250.000	43.37
NESTOR GALVAN	4/16/2019	O'REILLY AUTO SUPPLY	NITRILE GLOVES	701-9200-600.250.000	47.15
NESTOR GALVAN	3/27/2019	O'REILLY AUTO SUPPLY	PURCHASE ANCHOR POINT-UNIT 722	701-9200-600.256.000	48.78
NESTOR GALVAN	4/3/2019	O'REILLY AUTO SUPPLY	OIL/AIR FILTER, WIPER BLADES-UNIT #227	701-9200-600.256.000	49.61
NESTOR GALVAN	4/11/2019	O'REILLY AUTO SUPPLY	FUEL MIX FOR 2CYCLE	701-9200-600.250.000	52.05

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NESTOR GALVAN	4/1/2019	O'REILLY AUTO SUPPLY	CAM SYNCHRONIZER-UNIT 291	701-9200-600.256.000	53.15
NESTOR GALVAN	4/1/2019	O'REILLY AUTO SUPPLY	A/C VALVE CORE SET	701-9200-600.305.000	70.51
NESTOR GALVAN	3/22/2019	O'REILLY AUTO SUPPLY	PURCHASE EXHAUST FLUID	701-9200-600.305.000	130.06
NESTOR GALVAN	4/2/2019	O'REILLY AUTO SUPPLY	BATTERY-UNIT 2110	701-9200-600.256.000	133.02
NESTOR GALVAN	4/2/2019	O'REILLY AUTO SUPPLY	PURCHASE BATTERY-UNI T#2110	701-9200-600.256.000	133.02
NESTOR GALVAN	4/11/2019	O'REILLY AUTO SUPPLY	BATTERY-UNIT 1518	701-9200-600.256.000	244.55
NESTOR GALVAN	4/16/2019	O'REILLY AUTO SUPPLY	BATTERY - UNIT #8653	701-9200-600.256.000	444.10
NESTOR GALVAN	3/26/2019	O'REILLY AUTO SUPPLY	PURCHASE 9.2 BRAKE LATHE	701-9200-700.200.000	11,460.38
NESTOR GALVAN	3/27/2019	NELSON'S POWER CENTER	VALVE COVER, HEAD CYLINDERS-UNIT #3205	701-9200-600.256.000	16.20
NESTOR GALVAN	4/11/2019	NELSON'S POWER CENTER	4 CASES OF STIHL MOTOMIX	701-9200-600.250.000	276.59
NESTOR GALVAN	3/26/2019	NELSON'S POWER CENTER	VALVE COVER, HEAD GASKET-UNIT 3205	701-9200-600.256.000	493.58
NESTOR GALVAN	3/21/2019	FIRE APPARATUS SOLUTIONS	WIPER ARMS/BLADES-UNIT 8508	701-9200-600.256.000	216.25
NESTOR GALVAN	4/4/2019	FIRE APPARATUS SOLUTIONS	CABLE PUMP/LINK PUMP-UNIT 8508	701-9200-600.256.000	360.61
NESTOR GALVAN	4/1/2019	FIRE APPARATUS SOLUTIONS	YELLOW FED ID TAG-UNIT 8508	701-9200-600.256.000	368.80
NESTOR GALVAN	3/25/2019	FIRE APPARATUS SOLUTIONS	GASKET/PHEUMATIC SHIFT-UNIT 8508	701-9200-600.256.000	467.68
NESTOR GALVAN	4/2/2019	CAMACHO TIRES	REPAIR FLAT TIRE-UNTI #1401	701-9200-600.400.000	20.00
NESTOR GALVAN	4/15/2019	CAMACHO TIRES	REPAIR FLAT- UNIT #110	701-9200-600.400.000	35.00
NESTOR GALVAN	3/22/2019	CAMACHO TIRES	INSTALL/BALANCE 2 NEW TIRES-UNIT 717	701-9200-600.400.000	46.00
NESTOR GALVAN	3/21/2019	CAMACHO TIRES	INSTALL/BALANCE 2 NEW TIRES-UNIT 1101	701-9200-600.400.000	46.00
NESTOR GALVAN	3/25/2019	CAMACHO TIRES	INSTALL/BALANCE 4 TIRES-UNIT #175	701-9200-600.400.000	107.00
NESTOR GALVAN	3/22/2019	CAMACHO TIRES	INSTALL NEW TIRE-UNIT 185	701-9200-600.400.000	310.00
NESTOR GALVAN	3/27/2019	CAMACHO TIRES	PURCHASE/INSTALL 4 NEW TIRES-UNIT #727	701-9200-600.400.000	1,050.00
NESTOR GALVAN	4/4/2019	LAWRENCE TRACTOR CO INC	PURCHASE APRON CHAPS	701-9200-600.300.000	130.20
NESTOR GALVAN	4/4/2019	LAWRENCE TRACTOR CO INC	PURCHASE CORDURA CHAPS	701-9200-600.300.000	130.20
NESTOR GALVAN	4/4/2019	LAWRENCE TRACTOR CO INC	PURCHASE 2 PROTECTIVE HELMET	701-9200-600.250.000	151.86
NESTOR GALVAN	3/26/2019	LAWRENCE TRACTOR CO INC	PURCHASE 4 GAL TRU-FUEL	701-9200-600.305.000	362.39
NESTOR GALVAN	4/16/2019	LAWRENCE TRACTOR CO INC	PURCHASE 4-1 GAL TRU FUEL	701-9200-600.250.000	461.13
NESTOR GALVAN	4/15/2019	FAST UNDERCAR	DISC PAD SET-UNIT 719	701-9200-600.256.000	76.05
NESTOR GALVAN	4/3/2019	MOBILE AIR CONDITIONING SOCIETY	SECTION 609 CERTIFICATION ONLINE EXAM	701-9200-610.915.000	20.00
NESTOR GALVAN	4/10/2019	SNAP-ON INDUSTRIAL	BATTERY SYSTEM TESTER	701-9200-600.305.000	2,817.08
NICOLETTE ANDERSEN	3/27/2019	AMAZON	COSTUME CREDIT FOR GG	605-4300-600.250.000	(11.17)
NICOLETTE ANDERSEN	3/27/2019	AMAZON	GG COSTUME CREDIT	605-4300-656.540.027	(20.79)
NICOLETTE ANDERSEN	3/28/2019	SAVEMART	GG SNACK BAR SUPPLIES	605-4300-656.540.027	45.12
NICOLETTE ANDERSEN	3/29/2019	SAVEMART	GG SNACK BAR SUPPLIES	605-4300-656.540.027	15.10
NICOLETTE ANDERSEN	3/30/2019	WALMART	GG SNACK BAR & PROPS	605-4300-656.540.027	53.26
NICOLETTE ANDERSEN	3/29/2019	THE HOME DEPOT	GG BATTERIES FOR MICS	605-4300-656.540.027	71.53
NICOLETTE ANDERSEN	4/2/2019	GUITAR CENTER	SPEAKER REPLACEMENT FOR SAC	605-4300-600.250.000	185.94
NICOLETTE ANDERSEN	4/4/2019	THE HOME DEPOT	GG BLACK PAINT FOR STAGE	605-4300-656.540.027	73.13
NICOLETTE ANDERSEN	4/9/2019	WALMART	WUD FOLDERS FOR REHEARSAL	605-4300-656.540.030	5.83
NICOLETTE ANDERSEN	4/9/2019	AMAZON	AMAZON PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	4/10/2019	WALMART	GARBAGE BAGS	605-4300-600.250.000	13.80

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US BANK INVOICE FOR CALCARD CHARGES: 3/23/19-4/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	4/12/2019	CALIFORNIA DRY CLEANERS	DRYCLEANING GG COSTUMES	605-4300-656.540.027	58.50
NICOLETTE ANDERSEN	4/12/2019	OFFICE DEPOT	FEDEX SCRIPT RETURN	605-4300-656.540.027	53.44
NICOLETTE ANDERSEN	4/12/2019	PAYPAL HYPOTHEATRICALS	DAKOTA SIMPSON VOCAL DIRECTION	605-4300-656.540.027	350.00
NICOLETTE ANDERSEN	4/14/2019	DREAMHOST	SAC WEBSITE HOSTING	605-4300-600.400.000	119.40
POLICE DEPT NO 1	3/25/2019	WALMART	TARP FOR K-9 KENNEL	100-2200-600.250.000	15.15
POLICE DEPT NO 1	3/25/2019	WALMART	TARP FOR K-9 KENNEL	100-2200-600.250.000	15.15
POLICE DEPT NO 1	3/25/2019	PETSMART	DOGHOUSE	100-2200-600.250.000	178.15
POLICE DEPT NO 1	3/25/2019	TRACTOR SUPPLY	KENNEL AND KENNEL SHADE	100-2200-600.250.000	647.82
POLICE DEPT NO 1	3/25/2019	TRACTOR SUPPLY	CORRECT KENNEL AND SHADE	100-2200-600.250.000	64.78
POLICE DEPT NO 1	3/25/2019	LOWE'S	FLOOR TILE FOR K-9 KENNEL	100-2200-600.250.000	182.26
POLICE DEPT NO 2	4/4/2019	ELM AVE FEED	K9 FOOD, BEN	100-2200-600.250.000	62.90
POLICE DEPT NO 2	4/10/2019	PET SUPPLIES	K9 FOOD, PASCO	100-2200-600.250.000	107.93
POLICE DEPT NO 2	4/15/2019	PETSMART	K9 FOOD, COLLAR ONYX	100-2200-600.250.000	75.56
RECREATION DEPARTMENT	3/22/2019	WALMART	GG SNACK BAR SUPPLIES	605-4300-656.540.027	126.64
RECREATION DEPARTMENT	3/24/2019	WALMART	GG SNACK BAR SUPPLIES	605-4300-656.540.027	36.79
RECREATION DEPARTMENT	3/23/2019	SAVEMART	GG SNACK BAR SUPPLIES	605-4300-656.540.027	12.36
RECREATION DEPARTMENT	3/22/2019	THE HOME DEPOT	GG SUPPLIES EXTENSION CORDS	605-4300-656.540.027	77.94
RECREATION DEPARTMENT	3/22/2019	THE HOME DEPOT	GG SUPPLIES BULBS	605-4300-656.540.027	42.83
RECREATION DEPARTMENT	3/23/2019	RITE AID	GG MIC TAPE	605-4300-656.540.027	17.54
RECREATION DEPARTMENT	3/26/2019	WALMART	SR. CENTER SNACK BAR SUPPLIES	100-4200-600.250.000	33.55
RECREATION DEPARTMENT	3/29/2019	AMAZON	FOOD THERMOMETER FOR SR. CENTER	100-4200-600.250.000	12.25
RECREATION DEPARTMENT	3/29/2019	SMART AND FINAL	COFFEE SUPPLIES FOR SR. CENTER	100-4200-600.250.000	112.03
RECREATION DEPARTMENT	3/30/2019	SMART AND FINAL	POPCORN FOR SR. CENTER	100-4200-600.250.000	27.99
RECREATION DEPARTMENT	3/30/2019	AMAZON	VOLLEYBALL NET FOR SR. CENTER	100-4200-600.250.000	54.23
RECREATION DEPARTMENT	4/3/2019	WALMART	MISC. SUPPLIES	100-4200-600.250.000	15.01
RECREATION DEPARTMENT	4/6/2019	HOME DEPOT	PAINT	605-4300-656.540.027	31.16
RECREATION DEPARTMENT	4/16/2019	SMART AND FINAL	SR. CENTER SNACK BAR SUPPLIES	100-4200-600.250.000	220.58
RECREATION DEPARTMENT	4/17/2019	WALMART	SR. CENTER SNACK BAR SUPPLIES	100-4200-600.250.000	30.42
RECREATION DEPARTMENT	4/18/2019	AMAZON	POPCORN BAGS	100-4200-600.250.000	11.95
RECREATION DEPARTMENT	4/19/2019	WALMART	ICE CREAM FOR SR. CENTER	100-4200-600.250.000	15.42
REYNA RIVERA	3/22/2019	WALMART.COM	DOCUMENT SCANNER REPLACEMENT PARTS	100-1600-600.250.000	66.76
REYNA RIVERA	3/25/2019	IIMC-INTL INSTITUE OF MUNI CLERK	ANNUAL MEMBERSHIP	100-1700-610.900.000	210.00
REYNA RIVERA	4/1/2019	SALS MEXICAN RESTAURANT	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	45.09
RICHARD FIGUEROA	4/9/2019	HOLIDAY INN	TASER INST. COURSE-DET FIGUEROA	100-2100-610.910.000	374.42
RICHARD FIGUEROA	4/9/2019	HOLIDAY INN	TASER INST. COURSE-FTO PEARCE	100-2100-610.910.000	374.42
RICHARD FIGUEROA	4/22/2019	HOLIDAY INN	SOCIAL MEDIA INVEST.	100-2100-610.920.000	158.76
ROBERT PETERSEN	3/23/2019	ENDEAVOR BUSINESS MEDIA	FIRE HOUSE CONFERENCE	100-2525-610.915.000	519.00
ROBERT PETERSEN	3/24/2019	SAVE N GO SELMA	FUEL FOR TRAVEL	100-2500-610.920.000	30.01
ROBERT PETERSEN	3/26/2019	ELIDE FIRE USA	EXTINGUISHERS	100-2525-600.250.000	174.80
ROBERT PETERSEN	3/28/2019	FIGUEROA HOTEL LOS ANGELES	HOTEL FOR CONFERENCE	100-2525-600.915.000	1,377.44
ROBERT PETERSEN	3/28/2019	FIGUEROA HOTEL LOS ANGELES	HOTEL FOR CONFERENCE	100-2525-600.915.000	1,174.25

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TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ROBERT PETERSEN	3/29/2019	ALL VALLEY PRINTING	DEPARTMENT FLAGS	100-2500-600.250.000	402.06
ROBERT PETERSEN	4/13/2019	DIGITAL COMBUSTION	SIMULATION TRAINING PROGRAM	295-2525-610.915.000	895.00
SHANE FERRELL	4/12/2019	NELSON'S ACE HARDWARE	CLAMPS - PARKS	100-5300-600.250.000	4.32
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	DOOR STOP - CH	702-9300-600.250.000	4.33
SHANE FERRELL	4/12/2019	NELSON'S ACE HARDWARE	2" COUPLER, CUT KEY-UNIT 1006	701-9200-600.250.000	5.41
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	PAINT BRUSHES-SHAFER PARK	100-5300-600.250.000	6.12
SHANE FERRELL	4/12/2019	NELSON'S ACE HARDWARE	ADAPTER SOCKET, HARDWARE-CITY YARD	702-9300-600.250.000	8.93
SHANE FERRELL	4/12/2019	NELSON'S ACE HARDWARE	WIRE CONNECTION-FIRE DEPT (A STREET)	702-9300-600.250.000	9.32
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	LAWN/GARDEN LD FOR STREET LIGHTS	210-5400-600.250.000	10.83
SHANE FERRELL	4/12/2019	NELSON'S ACE HARDWARE	RECEPTACLE,BOX HANDY,WALLPATE-PD	701-9200-600.250.000	13.87
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	SWVL MNT LIGHT CONTROL-RINGO PARK	100-5300-600.250.000	21.69
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	IMPACT DRIVER, SPLIT BOLT-CH	702-9300-600.250.000	26.81
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	CEMENT, LIGHTS,HARDWARE-SHAVER PARK	100-5300-600.250.000	29.39
SHANE FERRELL	4/12/2019	NELSON'S ACE HARDWARE	TEST PLUG,GLOBBUSTER, BULB-PD	702-9300-600.250.000	49.40
SHANE FERRELL	4/12/2019	NELSON'S ACE HARDWARE	BATTERY, HOG RING-PARKS	100-5300-600.250.000	62.78
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	TOILET SEAT, LIGHT CONTROL -SENIOR CENTER	702-9300-600.250.000	72.09
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	PADLOCK PROTECTOR,PAINT-CITY HALL	702-9300-600.250.000	73.89
SHANE FERRELL	4/12/2019	NELSON'S ACE HARDWARE	ELBOW,COUPLE/CEMENT-STREET	210-5400-600.250.000	89.56
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	LIGHT CNTRL, BLADE SET,PAINT-SALAZAR	702-9300-600.250.000	109.00
SHANE FERRELL	4/1/2019	NELSON'S ACE HARDWARE	ADHESIVE,QUIK FIX CPLNG,SWITHC-CITY HALL	702-9300-600.250.000	112.59
SHANE FERRELL	4/12/2019	NELSON'S ACE HARDWARE	KEYS,LINK CHAIN, LIGHT CONTROL-PARKS	100-5300-600.250.000	114.00
SHANE FERRELL	4/18/2019	AMAZON.COM	(2) NP7-12 12V 7AH LEAD ACID BATTERIES	210-5400-600.250.000	47.98
SHANE FERRELL	4/11/2019	HOME DEPOT	SUPPLIES FOR DOWNTOWN LANDSCAPING	210-5400-600.250.000	63.80
SHANE FERRELL	3/27/2019	HOME DEPOT	SENSOR SUPPLIES - CITY HALL RESTROOM	702-9300-600.250.000	65.19
SHANE FERRELL	3/27/2019	HOME DEPOT	SUPPLIES FOR PARKING LOT REPAIRS	210-5400-600.250.000	234.14
SHANE FERRELL	3/27/2019	HOME DEPOT	UMBRELLAS FOR POCKET PARK TABLES	100-5300-600.250.000	299.39
SHANE FERRELL	4/11/2019	CONSOLIDATED METAL FABRICATING,	FLAT BAR FOR PARK RESTROOMS	100-5300-600.250.000	33.59
SHANE FERRELL	4/9/2019	1000 BULBS	1000W MOGUL BASE BULBS	210-5400-600.250.000	96.89
SHANE FERRELL	4/10/2019	1000 BULBS	1500W MOGUL BASE BULBS	210-5400-600.250.000	434.62
SHANE FERRELL	4/4/2019	LAWRENCE TRACTOR CO INC	PURCHASE HOSE/CONNECTION FOR PUMP	100-5300-600.305.000	293.01
SHANE FERRELL	4/4/2019	LAWRENCE TRACTOR CO INC	PURCHASE HONDA WATER PUMP	100-5300-600.305.000	575.04
SHANE FERRELL	4/4/2019	LAWRENCE TRACTOR CO INC	PURCHASE 2 POLE PRUNERS	100-5300-600.305.000	1,198.80
SHANE FERRELL	4/4/2019	LAWRENCE TRACTOR CO INC	PURCHASE 3 BACKPACK BLOWERS	100-5300-600.305.000	1,798.08
SHANE FERRELL	3/22/2019	SHERATON GRAND SACRAMENTO	RESERVATIONS- ATTENDED CPRS SACRAMENTO	100-5300-610.920.000	770.52
SHANE FERRELL	3/28/2019	PUMP PRODUCTS	CORD & FLOAT ASSEMBLY FOR SKATE PARK	100-5300-600.250.000	66.92
SHANE FERRELL	4/1/2019	PTI PAVEMENT REPAIR PRODUCTS	ROAD REFLECTOR ADHESIVE	210-5400-600.250.000	70.79
SHANE FERRELL	4/8/2019	PTI PAVEMENT REPAIR PRODUCTS	CARTRIDGE GUN FOR ADHESIVE(REFLECTORS)	210-5400-600.305.000	76.60
SHANE FERRELL	4/3/2019	STATE CHEMICAL SOLUTIONS	PURCHASE AEROSOL GRAFFIT REMOVER (2)	210-5400-600.250.000	45.00
SHANE FERRELL	4/3/2019	STATE CHEMICAL SOLUTIONS	PURCHASE GRAFFITI WIPES (6)	210-5400-600.250.000	232.20
TERESA GALLAVAN	4/3/2019	FRANKLINCOVEYPRODUCTS	PUBLICATIONS	100-1600-600.100.000	51.43
TERRY REID	3/23/2019	CENTRAL VALLEY GUNS	TRAINING AMMUNITION	100-2200-610.915.000	1,309.96

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US BANK INVOICE FOR CALCARD CHARGES: 3/23/19-4/22/19

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
TERRY REID	4/16/2019	ANN'S DONUTS	FOOD FOR ENFORCEMENT DETAIL	100-2100-600.250.000	22.00
TERRY REID	4/16/2019	STARBUCKS COFFEE #29382	FOOD FOR ENFORCEMENT DETAIL	100-2100-600.250.000	16.95
TERRY REID	4/18/2019	EPIC SERIES	EXPLORER OBSTACLE/STRENGTH COURSE	800-0000-121.000.000	576.45
TERRY REID	4/12/2019	WAYFAIR	CREDIT FOR FRAUD CHARGE	800-0000-121.000.000	(315.94)
TERRY REID	4/12/2019	WAYFAIR	CREDIT FOR FRAUD CHARGE	800-0000-121.000.000	(357.91)
TERRY REID	4/12/2019	WAYFAIR	CREDIT FOR FRAUD CHARGE	800-0000-121.000.000	(311.87)
TESLA NASON	3/22/2019	OFFICE DEPOT	SHREDDER	100-1400-600.250.000	235.38
TIM CANNON	3/25/2019	ELITE K9	LEATHER LEAD, K9	100-2200-600.250.000	41.19
TIM CANNON	4/5/2019	SERRATO TRAINING	DETECTIVE TRAINING COURSE	100-2100-610.915.000	80.00
TIM CANNON	4/13/2019	PET MEDICAL CENTER	K9 BOARDING, SCEC K9 SUPPLIES	800-0000-121.000.000	265.00
TIM CANNON	4/13/2019	AUTOZONE	CAR WASH SUPPLIES	100-2200-600.250.000	20.14
TIM CANNON	4/13/2019	WALMART	HOSE FOR SALLY PORT	100-2100-600.250.000	32.48
TIM CANNON	4/13/2019	HOME DEPOT	BRASS WATER VALVE FOR SALLY PORT	100-2100-600.250.000	10.81
TIM CANNON	4/16/2019	METRO UNIFORMS	SERGEANT STRIPES, CANNON REVOLVING ACCT	100-0000-123.010.000	17.42
TIM CANNON	4/16/2019	METRO UNIFORMS	UNIFORMS, CANNON REVOLVING ACCOUNT	100-0000-123.010.000	120.82
TIM CANNON	4/18/2019	COLLEGE OF THE SEQUIOAS	POST TRAINING COURSE (3) ATTENDEES	100-2200-610.910.000	324.00
					89,422.21

June 3, 2019 Council Packet

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

June 3, 2019

ITEM NO: 2.

SUBJECT: Consideration of an Emergency Medical Services ("EMS")
Agreement with Fresno County to provide ambulance services
in the G zone

BACKGROUND: The Fresno County Department of Public Health has been designated as the Local EMS Agency of the County of Fresno with the authority to plan, implement and evaluate an emergency medical services system for and within Fresno County pursuant to California Health and Safety Code Sections 1797.200 and 1797.204. Agencies acknowledge that the Local EMS Agency has implemented County of Fresno EMS Policy #200, attached hereto as Exhibit E and incorporated herein by reference (Authorization of Ambulance Provider Agencies in Fresno County).

DISCUSSION: The current EMS Provider Agreement with Fresno County was approved in 2017 and covered the 2017/18 and 2018/19 fiscal years, with the original agreement dated 1986.

Attached is the new contract, which was prepared by the County and reviewed by City staff and legal, allowing for a 3-year contract through June 2022.

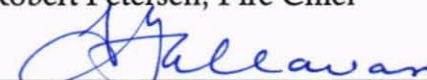
This contract authorizes the City of Selma to provide emergency medical services within the boundaries of the City, along with certain portions of Fresno County, together known as Fresno County Ambulance Service Zone G. Please refer to Exhibit "A" located within the contract for further description of Zone G.

Within the EMS Provider Agreement, there is a provision allowing the City of Selma to subcontract with American Ambulance to provide emergency medical services in Fresno County Ambulance Zone G.

RECOMMENDATION: Approve the contract for Emergency Medical Services with Fresno County through June 2022.


Robert Petersen, Fire Chief

5-30-19
Date


Teresa Gallavan, City Manager

5-31-19
Date

1 legal authority, if any, to plan, implement, and operate within or without its corporate boundaries a
2 system of emergency medical services (including, but not limited to, ambulance services)
3 independent of COUNTY's authorization or approval.

4 **2. DUTIES OF CONTRACTOR**

5 A. CONTRACTOR shall be responsible for furnishing services, equipment and
6 materials, as hereinafter set forth, in order to provide emergency medical services to persons in need
7 thereof within the incorporated boundaries of the City of Selma and that certain portion of the
8 unincorporated area of Fresno County, together known as Fresno County Ambulance Service Zone
9 G, as shown in Exhibit "A," attached hereto and incorporated herein by reference.

10 B. CONTRACTOR shall maintain automatic vehicle locators in each authorized
11 emergency ambulance unit and authorized disaster response unit.

12 C. CONTRACTOR shall assure that all calls received by the City of Selma PSAP
13 (Public Safety Answering Point) for medical assistance are transferred directly to the COUNTY's
14 centralized ambulance dispatch facility.

15 D. CONTRACTOR agrees to meet performance standards and requirements as
16 further discussed in Section 6 of this Agreement.

17 **3. DUTIES OF COUNTY**

18 A. COUNTY shall operate a central dispatching facility and shall, on a non-
19 exclusive basis, provide the primary dispatch of all calls for emergency medical care and ambulance
20 services within the area set forth in Exhibit "A" to the CONTRACTOR in accordance with COUNTY
21 EMS Policies and Procedures.

22 1) COUNTY will assist CONTRACTOR in developing, implementing, and
23 maintaining an internal field supervision system to provide evaluation of CONTRACTOR's personnel
24 providing service under this Agreement according to the standards established by the COUNTY EMS
25 Policies and Procedures.

26 2) COUNTY will do periodic and annual inspections of CONTRACTOR's
27 emergency ambulance services personnel certifications, records, vehicles, equipment, and facilities
28 required by law and this Agreement.

1 B. Notwithstanding the foregoing provisions of Subsection 3.A. of this Agreement,
2 COUNTY is not restricted by reason of this Agreement from entering into an agreement for services
3 that are the same as or similar to these provided by CONTRACTOR pursuant to this Agreement with
4 an entity other than CONTRACTOR for the provision of emergency medical services within the same
5 geographic area as described in Exhibit "A." COUNTY shall notify CONTRACTOR of any proposal to
6 enter into such an agreement with any other entity prior to award of such agreement.

7 C. The COUNTY shall provide the following for CONTRACTOR'S use during the
8 term of this Agreement:

9 1) The use of COUNTY communications infrastructure for EMS Med
10 Channels, as provided herein.

11 2) COUNTY shall allow for continued use of previously provided Portable
12 (Handheld) Radios, Pagers, and In-Vehicle Radios, however, the maintenance and replacement of
13 these radios previously provided by COUNTY shall be the responsibility of CONTRACTOR. Such
14 communications equipment shall be returned to COUNTY by CONTRACTOR at the time of
15 replacement.

16 **4. QUALIFICATION OF CONTRACTOR**

17 CONTRACTOR shall at all times meet the requirements set forth by the California
18 Highway Patrol, the California Vehicle Code, the State Department of Health, the California Health
19 and Safety Code, the California Code of Regulations, the COUNTY's Department of Public Health
20 with respect to medical standards, and any other applicable statute or regulation with respect to the
21 services, equipment, and materials which are the subject matter of this Agreement. In the event of
22 conflicting statutes or regulations, the statute or regulation setting forth the most stringent
23 requirements shall be adhered to by CONTRACTOR. In the event of a conflict between the terms of
24 this Agreement and any resolution or regulation of the COUNTY, the terms of this Agreement shall
25 prevail.

26 **5. AREA SERVED**

27 CONTRACTOR shall provide emergency medical services, on a non-exclusive basis,
28 upon dispatch by COUNTY and/or upon direct call to Selma's Fire or Police Department to any

1 location or incident within the territory of Fresno County Ambulance Service Zone Area G (herein
2 "Area G") as shown in Exhibit "A." In addition, upon request of the COUNTY EMS Communications
3 Center, or other appropriate dispatching/requesting agency (as defined by COUNTY EMS Policies
4 and Procedures), CONTRACTOR shall, to the extent consistent with its primary responsibility to
5 provide emergency medical services on a non-exclusive basis, in the area of Exhibit "A," render all
6 reasonable prehospital "mutual aid" to those providers of emergency medical services operating
7 within the adjacent Service Zone Areas in order to ensure that timely emergency medical services are
8 rendered to persons in need of such services within those areas.

9 **6. SERVICES TO BE PROVIDED AND PERFORMANCE STANDARDS**

10 A. CONTRACTOR shall provide appropriate ambulance, paramedic, and medical
11 equipment and personnel in order to furnish "Advanced Life Support" (ALS) and "Basic Life Support"
12 (BLS) services to persons within Area G on a non-exclusive, on-call basis, twenty-four (24) hours per
13 day, seven (7) days per week.

14 "Advanced Life Support" services shall mean special services designed to
15 provide definitive emergency medical care, including, but not limited to, cardiopulmonary
16 resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous
17 therapy, administration of specified drugs and other medical preparations, and other specified
18 techniques and procedures administered by authorized personnel under direct supervision of a base
19 station hospital or according to approved written protocols.

20 "Basic Life Support" services shall mean emergency first aid and
21 cardiopulmonary resuscitation procedures which, as a minimum, includes recognizing respiratory and
22 cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life
23 without invasive techniques until the patient may be transported or until advanced life support is
24 available.

25 B. Response Areas and Performance Standards:

26 1) Metropolitan Response Area

27 The Metropolitan Response Area is defined as that area within the
28 corporate limits of the City of Selma as now or hereafter amended plus an area within one (1)

1 statutory mile of said corporate limits, which is initially described in Exhibit "B", attached hereto and
2 incorporated herein by this reference.

3 2) Rural Response Area

4 The Rural Response Area is defined as that area beyond the
5 Metropolitan Response Area limits, which is described in Exhibit "C", attached hereto and
6 incorporated herein by this reference.

7 3) Response Time Performance Standards

8 Response time standards for the abovementioned areas are defined in Exhibit "D", attached hereto
9 and by this reference incorporated herein.

10 4) The required response times under this Agreement are measured from
11 the time CONTRACTOR is alerted for a response to the time that CONTRACTOR arrives at scene of
12 the incident with a fully staffed and equipped emergency ambulance unit. COUNTY provides
13 CONTRACTOR with significant flexibility in CONTRACTOR's methods of providing said services in
14 order to achieve minimum results required under this Agreement. This is based upon
15 CONTRACTOR's commitment to perform to the response time standards required under this
16 Agreement. Therefore, a deficiency or an error by CONTRACTOR in one or more phases of its
17 operations (e.g., vehicle deployment plan and basing model, and vehicle maintenance) shall not be
18 the basis for the EMS Agency granting an exception to CONTRACTOR for its performance in another
19 phase of its operation (e.g., response time performance). Required response times shall be
20 measured in minutes and seconds, and shall be time stamped by the EMS Agency's computer aided
21 dispatch (CAD) system consistent with the requirements herein.

22 COUNTY and the EMS Agency recognizes that dispatch operations are
23 not a responsibility or under the control of CONTRACTOR. COUNTY and the EMS Agency
24 acknowledge that CONTRACTOR is not to be held responsible for delays that may occur due to
25 dispatching, and the CONTRACTOR acknowledges that the COUNTY EMS Communications Center
26 requires adequate time to process each request (e.g., time from request received to the time of unit
27 alert). COUNTY agrees to monitor the COUNTY EMS Communications Center to ensure that its
28 dispatch performance remains within the standards developed by COUNTY and the local EMS

1 Agency.

2 The EMS Agency may grant exemptions from response time
3 performance requirements stated herein, on case-by-case basis, for calls where weather conditions,
4 multi-casualty incidents, or other situations beyond the Contractor's control cause unavoidable delay.
5 All such calls shall be individually examined by the EMS Agency as to system status plan and staffing
6 levels, dispatch and in-service times, and other influencing factors (e.g., weather conditions), and if the
7 circumstances warrant, the EMS Agency may authorize the exclusion of such calls when measuring
8 performance requirements under Section 6.B, herein. Exclusion of a call under this paragraph means
9 that a late call which has received approval for an appeal will not count as an on-time response.
10 Therefore, it is excluded from the database for the purpose of fractile performance calculation (*i.e.*,
11 performance measured by fractions of a minute or hour).

12 In order to be eligible for such exemption, the Contractor shall notify the
13 EMS Agency within a reasonable amount of time of the occurrence. Equipment failure, personnel
14 error, or lack of a nearby ambulance does not constitute grounds for exemption from response time
15 performance requirements.

16 a) Failure to Report "At Scene"

17 In instances when emergency ambulance units fail to
18 report "at scene," the time of the next communications by those units with the COUNTY EMS
19 Communications Center shall be used as the "at scene" time. However, CONTRACTOR may appeal
20 such instances when it can document the actual arrival time through another means (e.g., non-
21 CONTRACTOR first responder communication recording and automatic vehicle locator).

22 b) Unit Cancelled Prior to Arrival "At Scene"

23 Required response time standards do not apply to
24 instances where CONTRACTOR is cancelled prior to arrival at scene.

25 i) "At Scene"

26 Shall be defined as the moment when the assigned
27 emergency ambulance unit is physically at or within one hundred (100) feet of the scene. In
28 instances where the emergency ambulance unit responds to a location other than the scene (*e.g.*,

1 staging area), arrival "at scene" shall be the time such unit arrives at, or is within one hundred (100)
2 feet of, the designated staging location.

3 5) Performance Indicators for Alerting and Initiating Response

4 The following performance indicators shall be used to evaluate the
5 timeliness of CONTRACTOR's field operations (from time of unit alert to time "at scene") in response
6 to requests that require an immediate dispatch (Priorities 1 and 2) or an urgent dispatch (Priorities 3
7 and 4). Such performance indicators are not used as standards for enforcing CONTRACTOR's
8 compliance with required response time standards under this Agreement. Rather, they are utilized as
9 a means of determining whether CONTRACTOR meets the criteria for an exception to response time
10 standards and for evaluating the need for more in-depth Quality Improvement review by the EMS
11 Agency and/or CONTRACTOR of CONTRACTOR's services.

12 a) Crew Response Phase (Priorities 1, 2, 3 and 4)

13 For requests for immediate responses (Priorities 1 and 2) and urgent responses (Priorities 3
14 and 4), the "Chute Time" is the measurement of elapsed time from "unit alert" to the time that all
15 crewmembers are in the ambulance unit, begin response, and report on radio to the COUNTY EMS
16 Communications Center of "unit enroute." For CONTRACTOR's primary ambulance units, the
17 maximum permissible Chute Time shall be one hundred twenty (120) seconds or less. This
18 performance indicator is a performance measurement of CONTRACTOR's performance separate from
19 any other performance standard in this Agreement.

20 i) "Unit Alert"

21 Shall be defined as the moment the COUNTY EMS
22 Communications Center alerts CONTRACTOR's emergency ambulance unit for a response.

23 6) Ambulances shall be staffed and equipped at the appropriate response
24 level for the response incident (Advanced Life Support or Basic Life Support). The Contractor may
25 utilize its own discretion on resource management with regard to advanced life support (paramedic)
26 ambulance units. The Contractor may operate a *single-tiered system* - utilizing advanced life support
27 (paramedic) ambulance units for all responses or the Contractor may operate a *multi-tiered system* -
28 staffing different types of units with different staffing levels in order to service the various types of

1 responses. The Contractor has the operational flexibility to operate under either model in order to
2 provide a cost-effective system. However, the Contractor's obligation to perform its minimum
3 performance requirements under this Agreement to the reasonable satisfaction of the County and the
4 EMS Agency shall not be lessened if Contractor elects to operate a *multi-tiered system* - that is, the
5 Contractor shall in any event be responsible to provide an appropriately staffed and equipped
6 ambulance unit to one-hundred percent (100%) requests for services, as defined in the EMS Agency
7 Policy and Procedures.

8 The EMS Agency requirement for minimum staffing of advanced life support
9 (paramedic) units is one (1) currently California-licensed and locally-accredited paramedic and one (1)
10 currently trained and locally certified EMT. The minimum staffing for a BLS unit is two (2) locally
11 certified EMTs.

12 The utilization of BLS ambulances as a part of a *multi-tiered system*, and, in the
13 case of incidents which require the response of an advanced life support (paramedic) ambulance unit,
14 the Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support
15 (paramedic) units, the following standards shall apply:

- 16 a) Rendezvous between BLS ambulance units and advanced life support
17 (paramedic) units shall be initiated according to the standards
18 described in EMS Policy #510; and
- 19 b) Such BLS ambulance personnel shall adhere to EMS Agency Policy
20 and Procedures regarding treatment and the urgency of transport.
21 Patient transport shall not be inappropriately delayed, contrary to EMS
22 Agency Policy and Procedures, in order to wait for the arrival of a non-
23 transport advanced life support (paramedic) unit in order to prevent the
24 levy of liquidated damages regarding a BLS response.
- 25 c) BLS level ambulances for services under this Agreement shall be
26 equipped and staffed at the BLS-defibrillation level.
- 27 7) CONTRACTOR shall make (and shall maintain for 180 days) a tape-
28 recorded copy of all requests for medical aid through the designated
 public service answering point.

1 8) CONTRACTOR shall, consistent with COUNTY EMS Policies and
2 Procedures, develop, collect, maintain and transmit to COUNTY data regarding its delivery of
3 services hereunder.

4 9) CONTRACTOR shall notify the COUNTY EMS Communications Center
5 immediately upon receipt of calls for medical aid and/or transportation, and attempt to forward
6 medical 911 calls to the COUNTY EMS Communications Center to allow for telephone medical pre-
7 arrival instructions.

8 10) CONTRACTOR shall make and maintain a contact with the COUNTY
9 EMS Communications Center on the COUNTY EMS Med-Net System for the purpose of tracking and
10 data collection.

11 11) CONTRACTOR agrees to provide an internal quality improvement
12 program, which adheres to the COUNTY EMS Policies and Procedures.

13 **7. EQUIPMENT AND PERSONNEL**

14 CONTRACTOR shall furnish, operate, maintain and replace, as necessary, any and all
15 items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified
16 personnel as may be necessary to fulfill its obligations under this Agreement. As between the
17 COUNTY and CONTRACTOR, title to all such equipment, apparatus and supplies furnished by
18 CONTRACTOR, shall remain at all times in CONTRACTOR, and personnel assigned to the
19 performance of this Agreement are and shall remain employees or contractors of the CONTRACTOR.

20 **8. INDEPENDENT CONTRACTOR**

21 In order to establish that COUNTY is not a co-employer of CONTRACTOR's officers,
22 agents or employees, the Parties agree to the provisions of this Section 8.

23 In performance of the work, duties, and obligations assumed by CONTRACTOR under
24 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
25 CONTRACTOR's officers, agents, employees, and independent contractors, will at all times be acting
26 and performing as an independent contractor, and shall act in an independent capacity and not as an
27 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY, regardless of
28 the nature and extent of the acts performed by them. COUNTY shall not assume any liability under

1 any employer's liability law or any other law on account of any act of CONTRACTOR'S officers,
2 agents, employees and independent contractors performing any activity in connection with this
3 Agreement or traveling to or from hospital sites (as the case may be). COUNTY shall retain the right
4 to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
5 accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with
6 all applicable provisions of law and the rules and regulations, if any, of governmental authorities
7 having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, CONTRACTOR shall have
9 absolutely no right to employment rights and benefits available to COUNTY employees.
10 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
11 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
12 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
13 including compliance with Social Security, withholding, and all other regulations governing such
14 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing
15 services to others unrelated to the COUNTY or to this Agreement.

16 **9. CONSIDERATION**

17 A. COUNTY shall not be obligated to raise taxes, or to adopt or approve any tax
18 measures to provide funds, in order to compensate CONTRACTOR in connection with this
19 Agreement. COUNTY shall have no obligation to compensate CONTRACTOR for services
20 performed under this Agreement other than as stated in this Section 9. The only compensation
21 payable by COUNTY to CONTRACTOR for CONTRACTOR's performance of services under this
22 Agreement is as follows:

23 B. COUNTY shall provide both monetary and non-monetary compensation to
24 CONTRACTOR for the satisfactory performance of its services as provided, herein.

25 1) Monetary Compensation

26 COUNTY shall pay to CONTRACTOR a monthly lump-payment of One Thousand One Hundred
27 Twenty-five and No/100 Dollars (\$1,125.00) for estimated dry runs and uncollectible charges. The total
28

1 maximum monetary compensation payable under this agreement for each fiscal year shall not exceed
2 Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00).

3 a) The total maximum monetary compensation payable under the
4 Agreement, for the period of July 1, 2019 through June 30, 2024, shall not exceed Sixty-seven
5 Thousand Five Hundred and No/100 Dollars (\$67,500.00).

6 b) In consideration for such monetary compensation,
7 CONTRACTOR shall completely, unconditionally and irrevocably assign all of its "uncollectible
8 accounts" to COUNTY. "Uncollectible accounts" shall be defined as those accounts receivable for
9 authorized runs which CONTRACTOR has been unable to collect payment upon after they become
10 past due or delinquent in accordance with CONTRACTOR's customary and usual practices as set
11 forth in COUNTY EMS Policy #205, and which accounts came into existence due to
12 CONTRACTOR's performance of this Agreement or as a result of CONTRACTOR's rendering of
13 emergency ambulance service, or both. The Parties agree that CONTRACTOR will follow the
14 billings, collections, and account write-off practices and procedures outlined in COUNTY EMS Policy
15 #205, for purposes of this Subsection 9.B., of this Agreement. COUNTY shall have the discretion to
16 pursue any and all collection efforts for the compromise and settlement of such accounts. COUNTY
17 shall retain any and all revenues it receives on such accounts and shall have no obligation to pay to
18 CONTRACTOR any portion of such revenues collected.

19 c) COUNTY shall have no obligation to compensate CONTRACTOR for services under
20 this Agreement other than as stated above. The Parties agree that the amounts stated above are
21 inclusive of and fulfill any obligation COUNTY may have, if any, presently or at any time during each
22 annual period (fiscal year) during the term of this Agreement, to compensate, reimburse, or otherwise
23 pay CONTRACTOR for emergency medical services provided to medically-indigent persons.

24 **10. AUDITING**

25 COUNTY shall have the right to review any and all books, accounts, financial and
26 accounting records, bills and the like of CONTRACTOR relating to services provided under this
27 Agreement. CONTRACTOR shall retain and make available for inspection by COUNTY for at least a
28 three (3) year period from final payment under this Agreement, all of the documents and records

1 described above.

2 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
3 CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of three
4 (3) years after final payment under contract (Government Code Section 8546.7).

5 **11. INSURANCE**

6 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or
7 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
8 following insurance policies or a program of self-insurance, including but not limited to, an insurance
9 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

10 A. Commercial General Liability

11 Commercial General Liability Insurance with limits of not less than One Million
12 Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars
13 (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific
14 coverage including completed operations, product liability, contractual liability, Explosion-Collapse-
15 Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of
16 the nature of the contract.

17 B. Automobile Liability

18 Comprehensive Automobile Liability Insurance with a combined single
19 limit of not less One Million Dollars (\$1,000,000) per accident. Coverage should include owned and
20 non-owned vehicles used in connection with this Agreement.

21 C. Professional Liability

22 Professional Liability Insurance (Errors and Omissions) with limits of not less
23 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
24 annual aggregate.

25 D. Worker's Compensation

26 A policy of Worker's Compensation insurance as may be required by the
27 California Labor Code.

28 E. Cyber Liability

1 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or
2 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and
3 obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited
4 to, claims involving infringement of intellectual property, including but not limited to infringement of
5 copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or
6 destruction of electronic information, release of private information, alteration of electronic
7 information, extortion and network security. The policy shall provide coverage for breach response
8 costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits
9 sufficient to respond to these obligations.

10 Additional Requirements Relating to Insurance

11 CONTRACTOR shall obtain endorsements to the Commercial General Liability
12 insurance naming the County of Fresno, its officers, agents, and employees, individually and
13 collectively, as additional insured, but only insofar as the operations under this Agreement are
14 concerned. Such coverage for additional insured shall apply as primary insurance and any other
15 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
16 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
17 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
18 written notice given to COUNTY.

19 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,
20 and employees any amounts paid by the policy of worker's compensation insurance required by this
21 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
22 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation
23 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

24 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
25 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
26 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O.
27 Box 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance
28 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and

1 employees will not be responsible for any premiums on the policies; that for such worker's
2 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its
3 officers, agents, and employees any amounts paid under the insurance policy and that waiver does
4 not invalidate the insurance policy; that such Commercial General Liability insurance names the
5 County of Fresno, its officers, agents and employees, individually and collectively, as additional
6 insured, but only insofar as the operations under this Agreement are concerned; that such coverage
7 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
8 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing
9 with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be
10 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
11 COUNTY.

12 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
13 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
14 this Agreement upon the occurrence of such event.

15 All policies shall be with admitted insurers licensed to do business in the State of
16 California. Insurance purchased shall be purchased from companies possessing a current A.M. Best,
17 Inc. rating of A FSC VII or better.

18 The insurance requirements of this Section 11 shall apply to CONTRACTOR's
19 personnel during their performance of any activity which is the subject of this Agreement, or any
20 amendment hereto, including, but not limited to, their participation in clinical education programs and
21 prehospital experience while assigned to a separate paramedic ground ambulance provider.

22 **12. MUTUAL INDEMNIFICATION**

23 A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless
24 COUNTY, its elective and appointive boards, officers, agents, employees, local EMS Agency, and
25 EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, and
26 judgments of any nature, including attorney fees and court costs, for injury to, and death of, any
27 person, and for injury to any property, including consequential damages of any nature resulting
28 therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of

1 CONTRACTOR, its officers, employees, agents or contractors (specifically including American
2 Ambulance as further discussed in Section 18 of this Agreement) in performing or failing to perform
3 any services or functions provided for or referred to or in any way connected with any work, services,
4 or functions to be performed by CONTRACTOR, its officers, employees, agents, or contractors
5 (including American Ambulance) under this Agreement. The foregoing clause shall in no way
6 obligate the CONTRACTOR to provide such protection, indemnification, or defense to the extent of
7 acts or omissions by the COUNTY, its officers, employees, agents, or contractors.

8 B. COUNTY agrees to protect, defend, indemnify and hold harmless
9 CONTRACTOR, its elective and appointive boards, officers, agents and employees from any and all
10 claims, suits, liabilities, expenses, costs, damages, and judgments of any nature, including reasonable
11 attorney's fees and court costs, for injury to, and death of, any persons, and for injury to any property,
12 including consequential damages of any nature resulting therefrom, arising out of, or in any way
13 connected with the acts or omissions by, or on behalf of COUNTY, its officers, employees, agents or
14 contractors in performing or failing to perform any services or functions provided for or referred to or in
15 any way connected with any work, services, or functions to be performed by COUNTY, its officers,
16 employees, agents or contractors under this Agreement. The foregoing clause shall in no way obligate
17 the COUNTY to provide such protection, indemnification, or defense to the extent of acts or omissions
18 by the CONTRACTOR, its officers, employees, agents, or contractors.

19 C. COUNTY agrees to protect, defend, indemnify and hold harmless the
20 CONTRACTOR, its elective and appointive boards, officers, agents and employees, from claims, suits,
21 liabilities, expenses, costs, damages, and judgments of any nature, including attorney's fees and
22 court costs, brought by persons CONTRACTOR transports at the request of a peace officer or
23 individual authorized by Welfare and Institutions Code Section 5150 to cause a person to be taken into
24 custody, but only insofar as those claims are based on acts inherent in carrying out the detention of the
25 person as requested by the peace officer or authorized individual. This indemnity shall not extend to
26 claims for negligence in the provision of transportation or to any medical care provided during transport.
27 This section shall in no way obligate the COUNTY to provide such protection, indemnification, or
28 defense to the extent of negligent or wrongful acts or omissions by the CONTRACTOR, its officers,

1 employees, agents, or contractors except as explicitly stated above.

2 D. The aforesaid indemnity and hold harmless clauses by CONTRACTOR and
3 COUNTY shall apply to all damages and claims for damages of every kind suffered, or alleged to
4 have been suffered by the party to be indemnified, including but not limited to attorney fees and court
5 costs, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not
6 the insurance policies or Risk Management Authority Program or self-insurance of the indemnifying
7 party shall have been determined to be applicable to any such damages or claims for damages.

8 **13. TERM OF AGREEMENT**

9 The term of this Agreement shall be for a period of three (3) years, commencing on July
10 1, 2019 through and including June 30, 2022. This Agreement may be extended for two (2) additional
11 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30)
12 days prior to the first day of the next twelve (12) month extension period. The Director of the
13 Department of Public Health or his or her designee is authorized to execute such written approval on
14 behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

15 **14. TERMINATION OF AGREEMENT**

16 In the event of termination, each Party shall be responsible for complying with all laws
17 applicable to them, if any, respecting reduction or termination of medical services.

18 A. Non Allocation of Funds: The terms of this Agreement, and the services to be
19 provided hereunder, are contingent on the approval of funds by the appropriating government
20 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
21 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
22 notice.

23 B. Breach of Contract: The COUNTY may immediately suspend or terminate this
24 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 25 1) An illegal or improper use of funds;
- 26 2) A failure to comply with any term of this Agreement;
- 27 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 28 4) Improperly performed service.

1 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
2 any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
3 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to
4 the breach or default.

5 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to
6 the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the
7 judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The
8 CONTRACTOR shall promptly refund any such funds upon demand.

9 C. Without Cause Under circumstances other than those set forth above, this
10 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice
11 of an intention to terminate to CONTRACTOR.

12 D. The CONTRACTOR may terminate this Agreement with or without cause, upon
13 thirty (30) days advance written notice of an intention to terminate to COUNTY.

14 **15. FORCE MAJEURE**

15 A. If either Party hereto is rendered unable, wholly or in part, by Force Majeure to
16 carry out its obligations under this Agreement, that Party shall give to the other Party hereto prompt
17 written notice of the Force Majeure with full particulars relating thereto. Thereupon, the obligation of
18 the Party giving the notice, so far as they are affected by the Force Majeure, shall be suspended
19 during, but no longer than, the continuance of the Force Majeure, except for a reasonable time
20 thereafter required to resume performance.

21 B. During any period in which either Party hereto is excused from performance by
22 reason of the occurrence of an event of Force Majeure, the Party so excused shall promptly,
23 diligently, and in good faith take all reasonable action required in order for it to be able to promptly
24 commence or resume performance of its obligations under this Agreement. Without limiting the
25 generality of the foregoing, the Party so excused from performance shall, during any such period of
26 Force Majeure, take all reasonable action necessary to terminate any temporary restraining order or
27 preliminary or permanent injunctions to enable it to so commence or resume performance of its
28 obligations under this Agreement.

1 C. The Party whose performance is excused due to the occurrence of an event of
2 Force Majeure shall, during such period, keep the other Party hereto notified of all such actions
3 required in order for it to be able to commence or resume performance of its obligations under this
4 Agreement.

5 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and other
6 extraordinary causes not reasonably within the control of either of the Parties hereto.

7 **16. GOVERNING LAW**

8 For the purposes of venue, performance of this Agreement shall be in Fresno County,
9 California. The rights and obligations of the Parties and all interpretation and performance of this
10 Agreement shall be governed in all respects by the laws of the State of California.

11 **17. ENTIRE AGREEMENT**

12 The Parties agree that all of the terms of this Agreement shall be binding upon them,
13 and their successors-in-interest, assigns and legal representatives, and that together these terms
14 constitute the entire agreement of the Parties with respect to the subject matter hereof. This
15 Agreement supersedes all previous negotiations, proposals, commitments, writings, understandings
16 and agreements of any nature whatsoever concerning the subject matter hereof unless expressly
17 included in this Agreement.

18 **18. WAIVER**

19 The waiver by COUNTY or CONTRACTOR of any breach of any term, covenant or condition herein
20 contained shall not be deemed to be a waiver of such term, covenant or condition or of any
21 subsequent breach of the same or any other term, covenant or condition herein contained. No term,
22 covenant or condition of this Agreement shall be deemed to have been waived by COUNTY or
23 CONTRACTOR unless in writing.

24 **19. SUBCONTRACTORS**

25 For the existing term of this Agreement, CONTRACTOR may subcontract with
26 American Ambulance for provision of non-exclusive emergency medical services in Fresno County
27 Ambulance Zone G. CONTRACTOR shall be responsible for such subcontractor's performance, and
28 CONTRACTOR shall remain the sole point of contact in the provision of services under this

1 Agreement. CONTRACTOR shall continue to be responsible for all obligations, duties, requirements
2 and performance standards under this agreement. CONTRACTOR assumes all risks of American
3 Ambulance's performance of the agreement, and that CONTRACTOR will defend, indemnify, and
4 hold County harmless, in accordance with Section 12 of the Agreement, from any and all claims,
5 suits, liabilities, expenses, costs, damages and judgments of any nature, including attorney fees and
6 court costs resulting from American Ambulance's performance. CONTRACTOR shall not subcontract
7 with any subcontractors except for American Ambulance as indicated herein, without the prior written
8 consent of the COUNTY, which shall not be unreasonably withheld.

9 **20. CONFIDENTIALITY**

10 All services performed by CONTRACTOR under this Agreement shall be in strict
11 conformance with all applicable Federal, State of California and/or local laws and regulations relating
12 to confidentiality, including all Health Insurance Portability Accounting Act (HIPAA) regulations.

13 **21. NOTICES:** The persons and their addresses having authority to give and receive
14 notices under this Agreement include the following:

15 COUNTY

16 Director, County of Fresno
17 Department of Public Health
18 P.O. Box 11867
19 Fresno, CA 93775

CITY

City of Selma
Attn: Fire Chief
1711 Tucker St.
Selma, CA 93662

19 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
20 Agreement must be in writing and delivered either by personal service, by first-class United States
21 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
22 delivered by personal service is effective upon service to the recipient. A notice delivered by first-
23 class United States mail is effective three COUNTY business days after deposit in the United States
24 mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial
25 courier service is effective one COUNTY business day after deposit with the overnight commercial
26 courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed
27 to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the
28 recipient is completed (but, if such transmission is completed outside of COUNTY business hours,

1 then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day),
2 provided that the sender maintains a machine record of the completed transmission. For all claims
3 arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any
4 claims presentation requirements or procedures provided by law, including but not limited to the
5 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

6 **22. MODIFICATION** Any matters of this Agreement may be modified from time to time by
7 the written consent of all the parties without, in any way, affecting the remainder.

8 **23. NON ASSIGNMENT** Neither party shall assign, transfer or sub contract this
9 Agreement nor their rights or duties under this Agreement without the prior written consent of the
10 other party.

11 **24. SEVERABILITY** The provisions of this Agreement are severable. The invalidity or
12 unenforceability of any one provision in the Agreement shall not affect the other provisions.

13 **25. COUNTERPARTS**

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

16 **26. CAPTIONS**

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

19 **27. REMEDIES**

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

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

CITY OF SELMA

COUNTY OF FRESNO

By: Scott Robertson, Mayor

Nathan Magsig Chairman of the Board of Supervisors of the County of Fresno

Attest:

By: Reyna Rivera, City Clerk

Approved as to form:

By: Bianca Sparks Rojas, City Attorney

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

By: _____
Deputy

FOR ACCOUNTING USE ONLY:

Fund:
Subclass:
ORG:
Account:

Exhibit A

Fresno County Ambulance Service Area
Zone G
Description

1. Beginning at the intersection of E. American Avenue and State Highway 99.
2. Proceed south along State Highway 99 to the intersection of State Highway 99 and E. Adams Avenue.
3. Proceed west along E. Adams Avenue to the intersection of E. Adams Avenue and S. Maple Avenue.
4. Proceed south along S. Maple Avenue to the intersection of S. Maple Avenue and E. South Avenue.
5. Proceed east along E. South Avenue to the intersection of E. South Avenue and S. East Avenue.
6. Proceed south along S. East Avenue to the intersection of S. East Avenue and E. Elkhorn Avenue.
7. Proceed east along E. Elkhorn Avenue to the intersection of E. Elkhorn Avenue and S. Clovis Avenue.
8. Proceed north along S. Clovis Avenue to the intersection of E. Conejo Avenue.
9. Proceed east along E. Conejo Avenue to the intersection of E. Conejo Avenue and S. McCall Avenue.
10. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. Mt. View Avenue.
11. Proceed east along E. Mt. View Avenue to the intersection of E. Mt. View and S. Smith Avenue.
12. Proceed north along S. Smith Avenue to the intersection of S. Smith Avenue and E. Floral Avenue.
13. Proceed west along E. Floral Avenue to the intersection of E. Floral Avenue and S. Mendocino Avenue.

14. Proceed north along S. Mendocino Avenue to the intersection of S. Mendocino Avenue and E. Adams Avenue.
15. Proceed west along E. Adams Avenue to the intersection of E. Adams Avenue and S. McCall Avenue.
16. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. American Avenue.
17. Proceed west along E. American Avenue to the point of origin.

Exhibit A
 Fresno County Ambulance Response Area
 Zone G

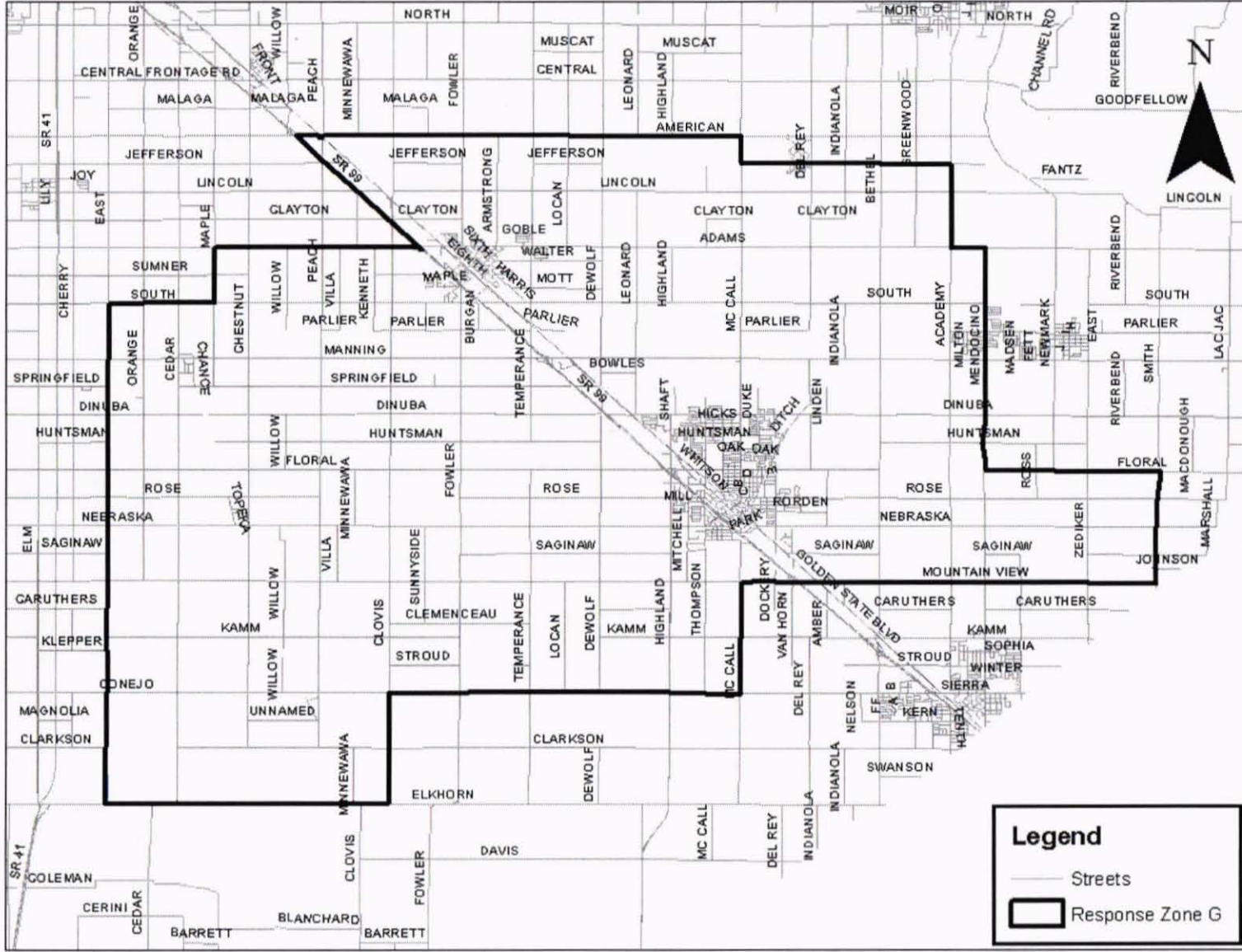


Exhibit B

Fresno County Ambulance Service Area
Zone G
Metropolitan Response Area Description

1. Beginning at the intersection of E. Parlier Avenue and S. DeWolf Avenue.
2. Proceed south along S. DeWolf Avenue to the intersection of S. DeWolf Avenue and E. Manning Avenue.
3. Proceed west along E. Manning Avenue to the intersection of E. Manning Avenue and S. Temperance Avenue.
4. Proceed south along S. Temperance Avenue to the intersection of S. Temperance Avenue and E. Rose Avenue.
5. Proceed east along E. Rose Avenue to the intersection of E. Rose Avenue and S. DeWolf Avenue.
6. Proceed south along S. DeWolf Avenue to the intersection of S. DeWolf Avenue and E. Saginaw Avenue.
7. Proceed east along E. Saginaw Avenue to the intersection of E. Saginaw Avenue and the S. Leonard Avenue alignment.
8. Proceed south along the S. Leonard Avenue alignment to the intersection of S. Leonard Avenue alignment and E. Caruthers Avenue.
9. Proceed east along E. Caruthers Avenue to the intersection of E. Caruthers Avenue and S. McCall Avenue.
10. Proceed north along S. McCall Avenue to the intersection of S. McCall Avenue and E. Mt. View Avenue.
11. Proceed east along E. Mt. View Avenue to the intersection of E. Mt. View Avenue and S. Bethel Avenue.
12. Proceed north along S. Bethel Avenue to the intersection of S. Bethel Avenue and E. Manning Avenue.

13. Proceed west along E. Manning Avenue to the intersection of E. Manning Avenue and S. Del Rey Avenue.
14. Proceed north along S. Del Rey Avenue to the intersection of S. Del Rey Avenue and E. Parlier Avenue.
15. Proceed west along E. Parlier Avenue to the point of origin.

Exhibit C

Fresno County Ambulance Service Area
Zone G
Rural Response Area Description

The Rural Response Area includes the area within the Fresno County Ambulance Service Area Zone G (Exhibit A), excluding the area identified as the Metropolitan Response Area (Exhibit B).

Exhibit C
 Fresno County Ambulance Service Area
 Zone G
 Rural Response Area

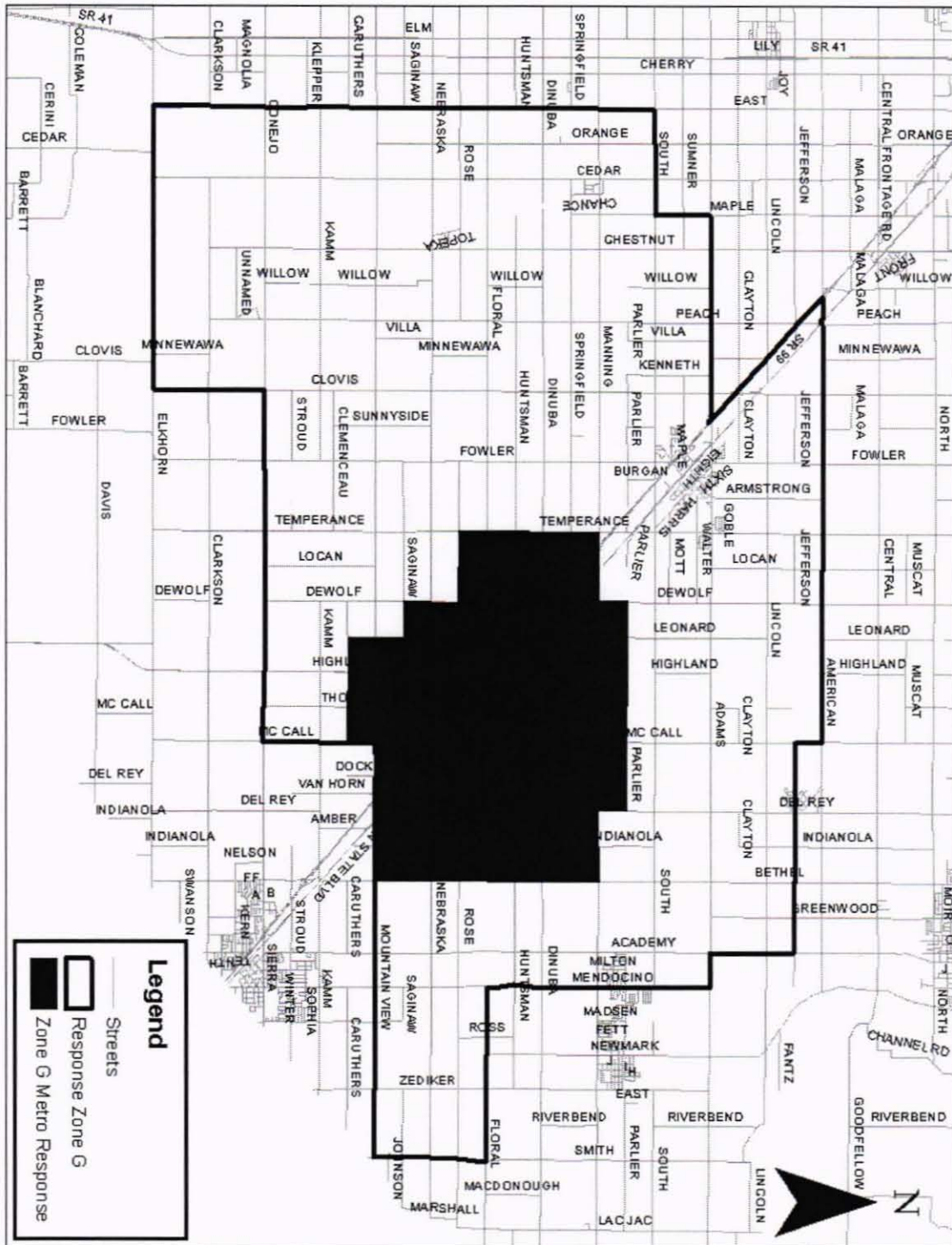


Exhibit D - Response Time Performance Standards

Zone	Priority	Minimum Response Time	Cumulative Standard	Frequency
Metro Zone	1 & 2	10 minutes	95%	Monthly
Metro Zone	3 & 4	20 minutes	95%	Monthly
Metro Zone	5	30 minutes	95%	Monthly
Rural Zone	1 & 2	20 minutes	95%	Quarterly
Rural Zone	3 & 4	30 minutes	95%	Quarterly
Rural Zone	5	40 minutes	95%	Quarterly

CENTRAL CALIFORNIA EMERGENCY MEDICAL SERVICES

A Division of the Fresno County Department of Public Health

Manual	Emergency Medical Services Administrative Policies and Procedures	Policy Number 200
Subject	Authorization of Ambulance Provider Agencies in Fresno County	Page 1 of 4
References	Division 2.5 of California Health & Safety Code, California Vehicle Code; Fresno County Ambulance Ordinance and Resolutions; Title 13 of the California Code of Regulations; and Title 22 of the California Code of Regulations	Effective 01/01/97

I. POLICY

Ambulance Provider Agencies operating within Fresno County will be authorized by the EMS Agency and Fresno County for the appropriate level of service in accordance with established policy and procedures.

II. DEFINITIONS

- A. Ambulance Dispatch Center - The Fresno County EMS Communications Center is the dispatch center authorized by the EMS Agency to provide ambulance dispatch services for Fresno County.
- B. Ambulance Provider Agency/Provider Agency - A private or public entity, or individual utilizing any ground, water, or air vehicle specifically designed, constructed, modified, equipped, arranged, maintained, operated, used or staffed, including vehicles specifically licensed or operated pursuant to California Vehicle Code Section 2416, for the purpose of transporting sick, injured, invalid, convalescent, infirm, or otherwise incapacitated persons and which has met all license and other requirements in applicable Federal, State, and local law and regulation (Section 51151.1 of Title 22 of the California Code of Regulations and Section 1100.2(a) of Title 13 of the California Code of Regulations).
- C. Ambulance Service Area - A specific geographic area within Fresno County established in EMS Policy and Procedure and within the provider agency's written agreement with the County of Fresno (Attachment A).
- D. Exclusive Operating Area (EOA) - An exclusive operating area is an area defined by the County Emergency Medical Services Plan for which the EMS agency, upon the recommendation of the County and pursuant to Division 2.5 of the Health and Safety Code, restricts operations to one or more providers of emergency ambulance service, limited advanced life support services, or advanced life support services.
- E. Exclusive Operating Area Provider (EOA Provider) - The ambulance provider contracted for the provision of emergency ambulance and advanced life support ambulance services for a designated exclusive operating area.
- F. Non-Exclusive Operating Area (Non-EOA) - A non-exclusive operating area is an area defined by the County Emergency Medical Services Plan for which the EMS agency does not restrict operations to one or more providers of emergency ambulance service or advanced life support services (paramedic) ambulance service.

Approved By	Daniel J. Lynch (Signature on File at EMS Agency)	Revision
EMS Medical Director	Jim Andrews, M.D. (Signature on File at EMS Agency)	1/1/2018

Subject Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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III. PROCEDURE

A. Exclusive Operating Areas

1. The Fresno County Exclusive Operating Area - The EOA is composed of the northern portion of the geographic area of Fresno County as specified in Attachments B-1 and B-2. The EOA includes the cities of Fresno, Clovis, Firebaugh, Kerman, Mendota and San Joaquin.
2. The Reedley Exclusive Operating Area – This EOA is located in the South-East area of Fresno County as specified in Attachments C-1 and C-2. The EOA includes the Cities of Reedley, Parlier, and Orange Cove, the communities of Squaw Valley, Dunlap, and portions of Kings Canyon National Park. It is designated the Reedley EOA and is Ambulance Zone J.

B. Non-Exclusive Operating Areas

The following non-exclusive areas are the only geographic areas in Fresno County not initially included as part of the Fresno County or Reedley EOAs:

- Coalinga/Huron Service Area - Zone C;
- Selma/Fowler Service Area - Zone G;
- Sanger/Pine Flat Reservoir Service Area - Zone I;
- Kingsburg Service Area - Zone K; and

The potential exists that, during the term of the County's exclusive operating agreement with the Fresno County EOA Provider for the provision of emergency ambulance services, one or more of the current non-exclusive provider agencies may discontinue or significantly reduce the scope and scale of its operation. In any such case, the County and EMS Agency may require the Fresno County EOA Provider to implement non-exclusive emergency ambulance services within such area(s).

C. First Responder Services

The County and EMS Agency reserve the right to allow providers, other than ambulance providers, to operate enhanced first responder services for 911 responses, including, but not limited to, advanced life support (paramedic), advanced EMT, or BLS-defibrillation first responder services, within Fresno County.

D. Air Ambulance / Air Rescue Services

The County and EMS Agency reserve the right to allow providers, other than ambulance providers, to operate advanced life support air ambulance and/or air rescue services within the Fresno County, including the EOAs. This includes flights and air transportation within Fresno County from air providers responding from outside of Fresno County. Unless the air ambulance/air rescue provider is based within Fresno County, no agreement or licensure is required. Dispatch for helicopter air ambulance/air rescue services shall be provided consistent with EMS Agency Policies and Procedures.

E. Non-Emergency Transports

The County or EMS Agency do not restrict the provision of non-emergency transportation services in EOAs or Non-EOAs that may be provided by entities other than an emergency ambulance service and which do not require vehicles equipped with emergency lights and siren pursuant to California Vehicle Code Section 2416, including, but not limited to, services provided by *wheel chair* or *litter van* services. However, providers using ambulance type vehicles for non-emergency medical transportation must remove and/or cover their light-bar and emergency lights if operating within Fresno County.

F. Ambulance Dispatch Center – The County of Fresno operates a county-wide and centralized ambulance dispatch center through the Fresno County EMS Communications Center. All ambulances in Fresno County

Subject Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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shall receive the primary dispatch of medical incidents from the Fresno County EMS Communications Center.

G. Limited Exceptions to the Ambulance Service Areas (including EOAs)

Services provided to Ambulance Service Areas (including EOAs) shall encompass the operation of all ground emergency ambulance services with the following exceptions:

1. Disaster Assistance - Ambulances providing assistance at the County's request during disaster incidents may operate within the EOA.
2. Instant Aid/Mutual Aid - The provision of ambulance services pursuant to and requested in accordance with EMS Agency Policies and Procedures and/or under formal instant aid and mutual aid agreements between the ambulance provider and a third party that has been reviewed and approved by the EMS Agency, shall be an exception to the service area.
3. Contracted Specialty Care Units - Ambulance services providing specialty interfacility care and transportation (e.g., neonatal/pediatric transport or critical care transport) utilizing a registered nurse and/or physician staffing, may utilize ambulance vehicles equipped with red emergency warning light and siren only for interfacility transports. Such vehicles and personnel may not be utilized for prehospital responses and such units may not be staffed by paramedics in the place of registered nurses and/or physicians. This includes neonatal and pediatric transport services under contract to Valley Children's Hospital.
4. Veteran's Administration (VA) Contract Ambulance Services - Ambulance services operating pursuant to a federal contract for direct purchase of ambulance services for the Veteran's Administration shall be exempt from the EOA solely for the purpose of servicing that contract.

Note: For the purposes of this policy and the exclusive operating areas, Medicare and Medicaid (Medi-Cal) authorizations or other arrangements for reimbursement for services shall be considered a reimbursement arrangement - not a federal or state contract for direct purchase of ambulance services.

H. Ambulance Service Areas

Ambulance service area boundaries, as established by the local EMS Agency Policies and Procedures, shall be used in determining the dispatching of ambulances within Fresno County. These ambulance service area boundaries include the exclusive operating area and non-exclusive operating areas within Fresno County (see Attachment A). Ambulance response zones within these ambulance service areas have been designated by the EMS Agency through EMS Policy which defines the geographic areas for data collection and identification of the primary ambulance unit and any applicable back-up ambulance units.

I. Approved Ambulance Provider Agencies

1. Fresno County EOA - The EMS Agency, in conjunction with Fresno County has designated a single provider agency -- American Ambulance -- for the provision of emergency ambulance services within the Fresno County exclusive operating area, which includes all emergency ambulance services, 9-1-1 emergency responses, 7-digit emergency responses, advanced life support ambulance, all critical care transport services, advanced life support interfacility transports, and stand-by services with transport authorization. Therefore, no other ground ambulance provider agencies will be designated for services which are within the geographic area and scope of the exclusive operating area (See Attachment B).
2. Reedley EOA - The EMS Agency, in conjunction with Fresno County has designated a single provider agency -- Sequoia Safety Council -- for the provision of emergency ambulance services within the Reedley exclusive operating area, which includes 9-1-1 and 7-digit response, stand-by

Subject Authorization of Ambulance Provider Agencies in Fresno County	Policy Number 200
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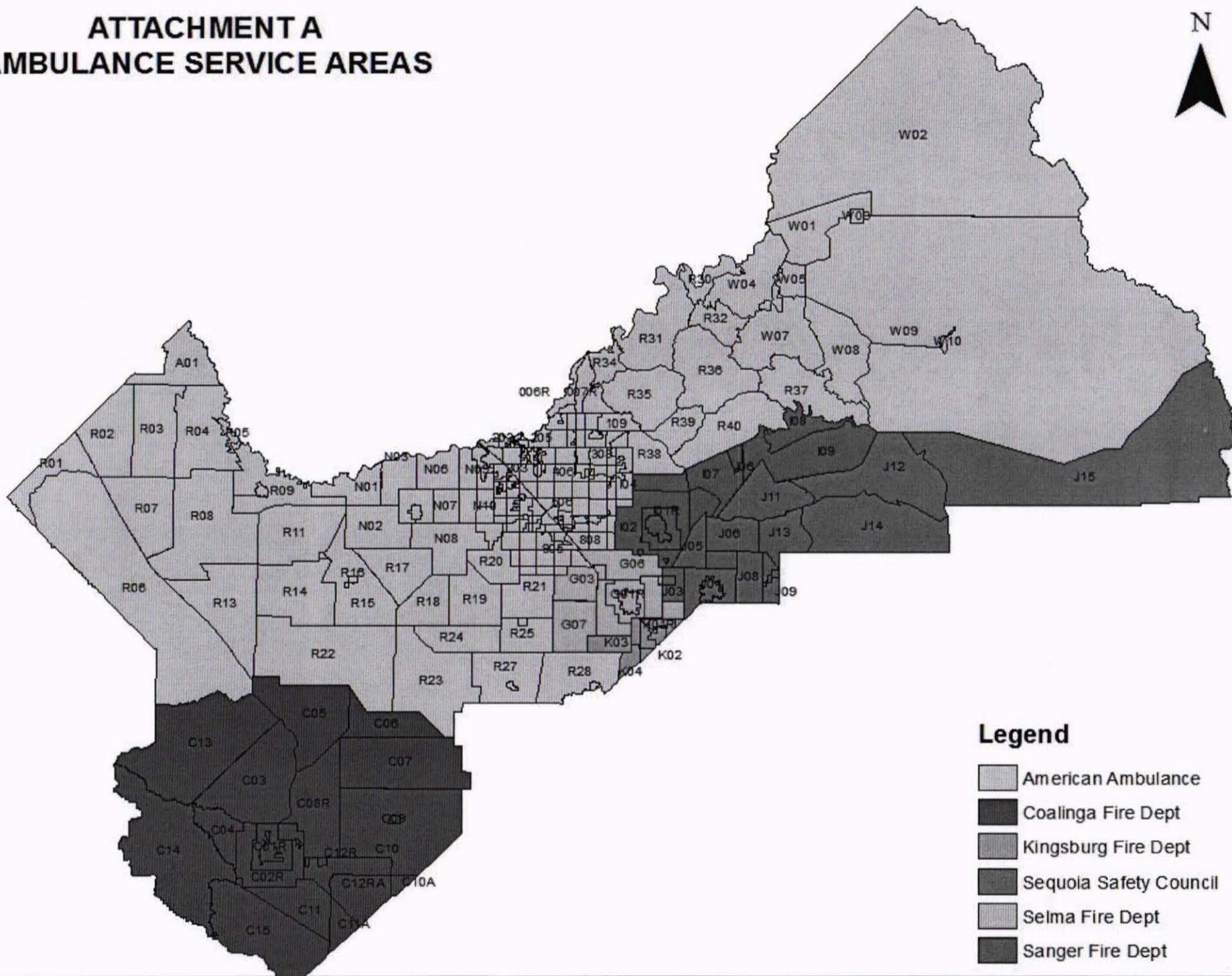
service with transport authorization. Therefore, no other ground ambulance provider agencies will be designated for services which are within the geographic area and scope of the exclusive operating area (See Attachment C).

3. Non-Exclusive Ambulance Providers - The EMS Agency, in conjunction with Fresno County has designated the following non-exclusive providers for the provision of emergency ground ambulance services within Fresno County:

<u>Ambulance Zone</u>	<u>Zone Description</u>	<u>Provider</u>
Zone C	Coalinga / Huron Area	Coalinga Fire Dept
Zone G	Selma / Fowler Area	Selma Fire Dept
Zone I	Sanger / Pine Flat Area	Sanger Fire Dept
Zone K	Kingsburg Area	Kingsburg Fire Dept

4. Anyone desiring to provide ground or air ambulance service within a particular service area shall comply with all relevant sections of the Fresno County Ambulance Ordinance and Resolutions and obtain an ambulance provider agreement with the local EMS Agency (unless the air ambulance/air rescue provider is responding from outside of Fresno County, in which case the provider is exempt from the agreement requirement in accordance with Section III.D.). As applicable, such services would be for non-exclusive operating areas within the County of Fresno or for services which are outside the scope of the exclusive operating area.
5. Ambulance operations within Fresno County shall be conducted in strict accordance with all applicable Federal, State, and local codes and regulations including the provisions of the California Health and Safety Code, Title 13 and Title 22 of the California Code of Regulations, the California Vehicle Code, local municipal and county codes and regulations, including Fresno County Ambulance Provider Agreements and local EMS Agency policies and procedures.
6. The local EMS Agency shall be notified in writing no less than sixty (60) days prior to an ambulance provider agency changing their level of service (i.e., ALS to BLS), or of their intent to discontinue providing ambulance service within a service area(s).

ATTACHMENT A AMBULANCE SERVICE AREAS

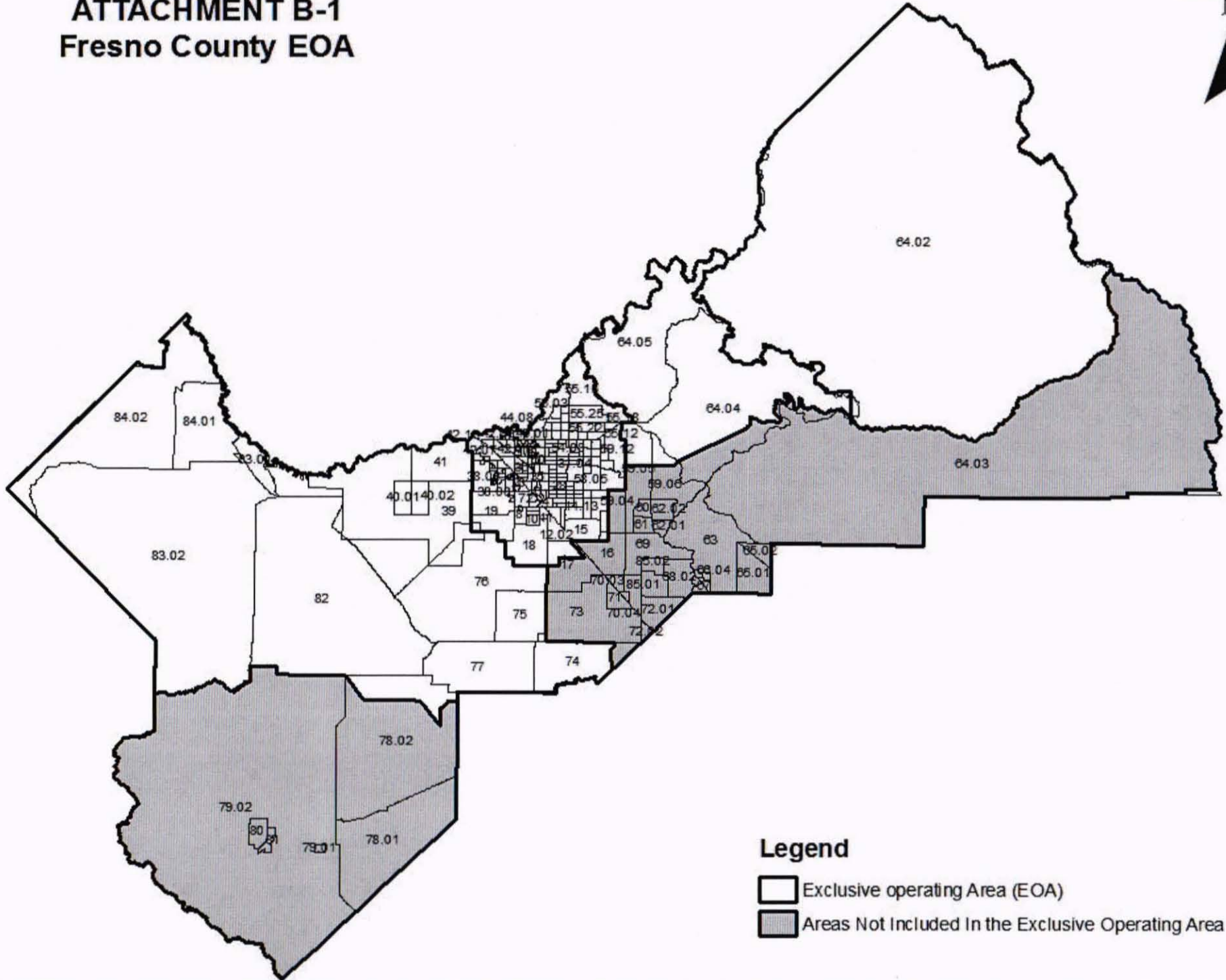


- Legend**
- American Ambulance
 - Coalinga Fire Dept
 - Kingsburg Fire Dept
 - Sequoia Safety Council
 - Selma Fire Dept
 - Sanger Fire Dept

June 3, 2019 Council Packet

ATTACHMENT B-1 Fresno County EOA

N



June 3, 2019 Council Packet

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Attachment B-2 Exclusive Operating Area - Description

- I. Attachment B-2 is based upon the 2010 Census Tracts.
- II. The following Census Tracts comprise the Fresno County Exclusive Operating Area:

Census Tract	Description
Census Tract # 1	Includes all of census tract
Census Tract # 2	Includes all of census tract
Census Tract # 3	Includes all of census tract
Census Tract # 4	Includes all of census tract
Census Tract # 5.01	Includes all of census tract
Census Tract # 5.02	Includes all of census tract
Census Tract # 6	Includes all of census tract
Census Tract # 7	Includes all of census tract
Census Tract # 8	Includes all of census tract
Census Tract # 9.01	Includes all of census tract
Census Tract # 9.02	Includes all of census tract
Census Tract # 10	Includes all of census tract
Census Tract # 11	Includes all of census tract
Census Tract # 12.01	Includes all of census tract
Census Tract # 12.02	Includes all of census tract
Census Tract # 13.01	Includes all of census tract
Census Tract # 13.03	Includes all of census tract
Census Tract # 13.04	Includes all of census tract
Census Tract # 14.07	Includes all of census tract
Census Tract # 14.08	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 2

Census Tract # 14.09	Includes all of census tract
Census Tract # 14.1	Includes all of census tract
Census Tract # 14.11	Includes all of census tract
Census Tract # 14.12	Includes all of census tract
Census Tract # 14.13	Includes all of census tract
Census Tract # 14.14	Includes all of census tract
Census Tract # 15	Includes all of census tract
Census Tract # 16	Includes the area NORTH of American Avenue and WEST of DeWolf Avenue
Census Tract # 17	Includes the area NORTH of South Avenue and WEST of Maple Avenue; and includes the area NORTH of Adams Avenue and WEST of Highway 99 (Including SOUTH BOUND lanes of Highway 99 to Adams Ave)
Census Tract # 18	Includes all of census tract
Census Tract # 19	Includes all of census tract
Census Tract # 20	Includes all of census tract
Census Tract # 21	Includes all of census tract
Census Tract # 22	Includes all of census tract
Census Tract # 23	Includes all of census tract
Census Tract # 24	Includes all of census tract
Census Tract # 25.01	Includes all of census tract
Census Tract # 25.02	Includes all of census tract
Census Tract # 26.01	Includes all of census tract
Census Tract # 26.02	Includes all of census tract
Census Tract # 27.01	Includes all of census tract
Census Tract # 27.02	Includes all of census tract
Census Tract # 28	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 3

Census Tract # 29.03	Includes all of census tract
Census Tract # 29.04	Includes all of census tract
Census Tract # 29.05	Includes all of census tract
Census Tract # 29.06	Includes all of census tract
Census Tract # 30.01	Includes all of census tract
Census Tract # 30.03	Includes all of census tract
Census Tract # 30.04	Includes all of census tract
Census Tract # 31.02	Includes all of census tract
Census Tract # 31.03	Includes all of census tract
Census Tract # 31.04	Includes all of census tract
Census Tract # 32.01	Includes all of census tract
Census Tract # 32.02	Includes all of census tract
Census Tract # 33.01	Includes all of census tract
Census Tract # 33.02	Includes all of census tract
Census Tract # 34	Includes all of census tract
Census Tract # 35	Includes all of census tract
Census Tract # 36	Includes all of census tract
Census Tract # 37.01	Includes all of census tract
Census Tract # 37.02	Includes all of census tract
Census Tract # 38.03	Includes all of census tract
Census Tract # 38.04	Includes all of census tract
Census Tract # 38.05	Includes all of census tract
Census Tract # 38.07	Includes all of census tract
Census Tract # 38.08	Includes all of census tract
Census Tract # 38.09	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 4

Census Tract # 38.1	Includes all of census tract
Census Tract # 39	Includes all of census tract
Census Tract # 40.01	Includes all of census tract
Census Tract # 40.02	Includes all of census tract
Census Tract # 41	Includes all of census tract
Census Tract # 42.05	Includes all of census tract
Census Tract # 42.07	Includes all of census tract
Census Tract # 42.08	Includes all of census tract
Census Tract # 42.1	Includes all of census tract
Census Tract # 42.11	Includes all of census tract
Census Tract # 42.12	Includes all of census tract
Census Tract # 42.13	Includes all of census tract
Census Tract # 42.14	Includes all of census tract
Census Tract # 42.15	Includes all of census tract
Census Tract # 42.16	Includes all of census tract
Census Tract # 43.01	Includes all of census tract
Census Tract # 43.02	Includes all of census tract
Census Tract # 43.03	Includes all of census tract
Census Tract # 44.04	Includes all of census tract
Census Tract # 44.05	Includes all of census tract
Census Tract # 44.06	Includes all of census tract
Census Tract # 44.08	Includes all of census tract
Census Tract # 44.09	Includes all of census tract
Census Tract # 45.03	Includes all of census tract
Census Tract # 45.04	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 5

Census Tract # 45.05	Includes all of census tract
Census Tract # 45.06	Includes all of census tract
Census Tract # 46.01	Includes all of census tract
Census Tract # 47.01	Includes all of census tract
Census Tract # 47.03	Includes all of census tract
Census Tract # 47.04	Includes all of census tract
Census Tract # 48.01	Includes all of census tract
Census Tract # 48.02	Includes all of census tract
Census Tract # 49.01	Includes all of census tract
Census Tract # 49.02	Includes all of census tract
Census Tract # 50	Includes all of census tract
Census Tract # 51	Includes all of census tract
Census Tract # 52.02	Includes all of census tract
Census Tract # 52.03	Includes all of census tract
Census Tract # 52.04	Includes all of census tract
Census Tract # 53.01	Includes all of census tract
Census Tract # 53.02	Includes all of census tract
Census Tract # 53.04	Includes all of census tract
Census Tract # 53.05	Includes all of census tract
Census Tract # 54.03	Includes all of census tract
Census Tract # 54.05	Includes all of census tract
Census Tract # 54.06	Includes all of census tract
Census Tract # 54.07	Includes all of census tract
Census Tract # 54.08	Includes all of census tract
Census Tract # 54.09	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 6

Census Tract # 54.1	Includes all of census tract
Census Tract # 55.03	Includes all of census tract
Census Tract # 55.04	Includes all of census tract
Census Tract # 55.05	Includes all of census tract
Census Tract # 55.07	Includes all of census tract
Census Tract # 55.08	Includes all of census tract
Census Tract # 55.09	Includes all of census tract
Census Tract # 55.1	Includes all of census tract
Census Tract # 55.12	Includes all of census tract
Census Tract # 55.13	Includes all of census tract
Census Tract # 55.14	Includes all of census tract
Census Tract # 55.15	Includes all of census tract
Census Tract # 55.16	Includes all of census tract
Census Tract # 55.17	Includes all of census tract
Census Tract # 55.18	Includes all of census tract
Census Tract # 55.2	Includes all of census tract
Census Tract # 55.22	Includes all of census tract
Census Tract # 55.24	Includes all of census tract
Census Tract # 55.25	Includes all of census tract
Census Tract # 56.02	Includes all of census tract
Census Tract # 56.05	Includes all of census tract
Census Tract # 56.06	Includes all of census tract
Census Tract # 56.07	Includes all of census tract
Census Tract # 56.08	Includes all of census tract
Census Tract # 57.01	Includes all of census tract

Attachment B-2
Description – Fresno County EOA
Page 7

Census Tract # 57.02	Includes all of census tract
Census Tract # 57.03	Includes all of census tract
Census Tract # 57.04	Includes all of census tract
Census Tract # 58.01	Includes all of census tract
Census Tract # 58.02	Includes all of census tract
Census Tract # 58.04	Includes all of census tract
Census Tract # 58.05	Includes all of census tract
Census Tract # 59.04	Includes all of the area NORTH of Kings Canyon Road; and includes the area WEST of DeWolf Avenue
Census Tract # 59.05	Includes the area NORTH of Ashlan Avenue
Census Tract # 59.06	Includes the area NORTH of Ashlan Avenue and WEST of Watts Valley Road
Census Tract # 59.07	Includes all of census tract
Census Tract # 59.09	Includes all of census tract
Census Tract # 59.11	Includes all of census tract
Census Tract # 59.12	Includes all of census tract
Census Tract # 64.02	Includes all of census tract
Census Tract # 64.03	Includes all of census tract
Census Tract # 64.04	Includes the all of the area NORTH of the following boundary - a straight line from the intersection of Watts Valley Road and the Friant Kern Canal EAST to the intersection of Trimmer Springs Road and Sunnyslope Road and then following Trimmer Springs Road EAST to the intersection of Trimmer Springs Road and Balch Camp Road
Census Tract # 64.05	Includes all of census tract
Census Tract # 65.01	Includes all of census tract
Census Tract # 65.02	Includes all of census tract
Census Tract # 73	Includes all of the area WEST of East Avenue

Attachment B-2
Description – Fresno County EOA
Page 8

Census Tract # 74	Includes all of the area WEST of Highway 43
Census Tract # 75	Includes all of census tract
Census Tract # 76	Includes all of census tract
Census Tract # 77	Includes all of census tract
Census Tract # 78.02	Includes all of the area NORTH of the following boundary - A line from the intersection of Mt. Whitney and Colusa Avenue SOUTHEAST to the intersection of Fresno-Coalinga Road and Butte Avenue, then EAST to the intersection of Goldenrod and Paige, and then SOUTHEAST to the intersection of Jameson Avenue and Oakland Avenue and then EAST to the boundary of Lemoore Naval Air Station (Dickenson Avenue and Oakland Avenue)
Census Tract # 82	Includes all of census tract
Census Tract # 83.01	Includes all of census tract
Census Tract # 83.02	Includes all of census tract
Census Tract # 84.01	Includes all of census tract
Census Tract # 84.02	Includes all of census tract

ATTACHMENT C-1
Reedley EOA

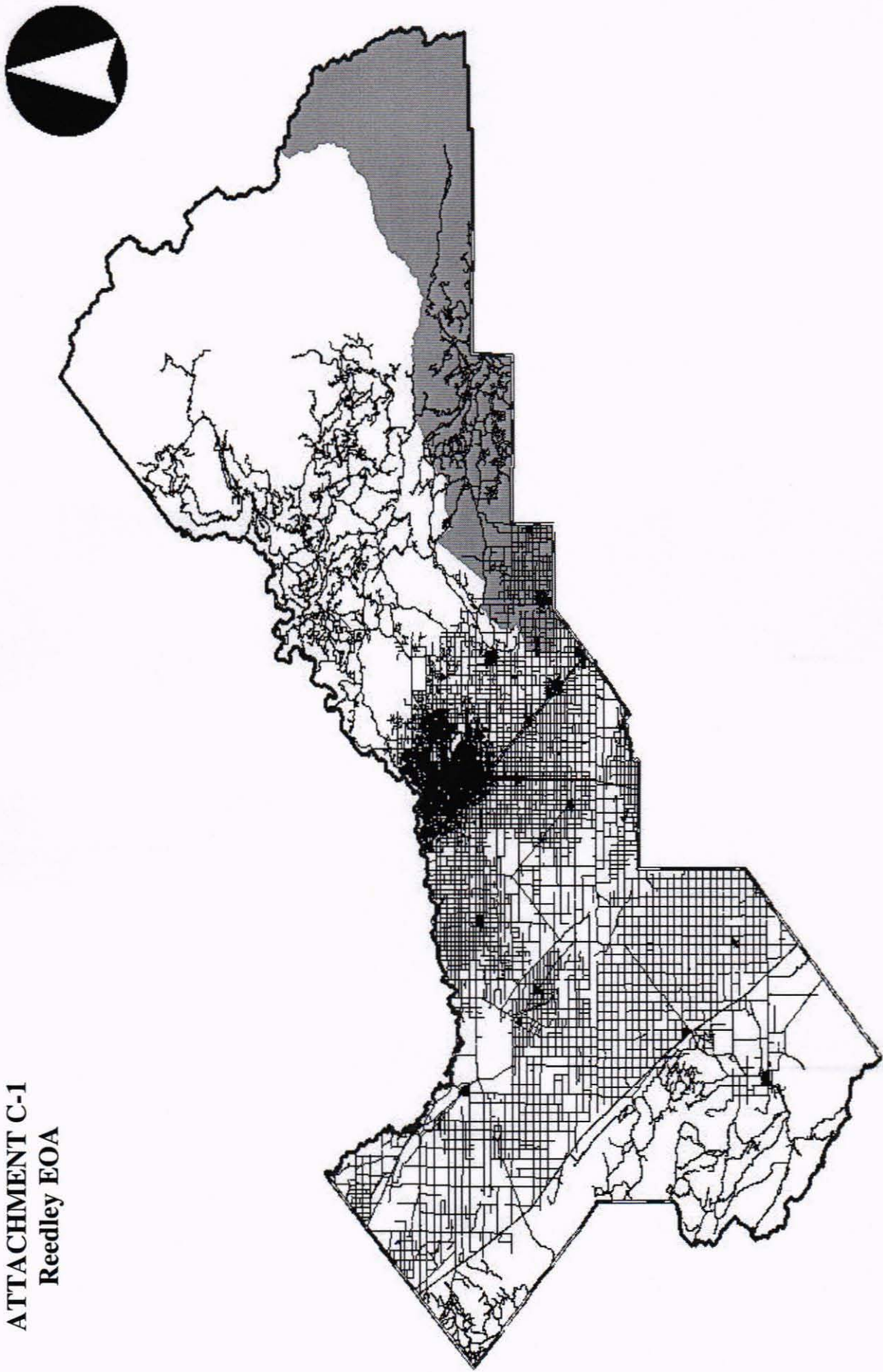


Exhibit C-2
Description of Reedley EOA
Ambulance Zone "J"

The following Census Tracts (Year 2000 Census Tracts) and descriptions comprise the Rural Response Area of Ambulance Zone J:

Census Tract #63 – Includes all of the area SOUTHEAST of the following boundary – from the intersection of the Cameron Slough and the Kings River, NORTHEAST along the Cameron Slough to the intersection of Reed Avenue and the Cameron Slough *and* then SOUTH on REED Avenue to Kings Canyon Road *and* then EAST on Kings Canyon Road to the Friant-Kern Canal.

Census Tract #64.03 – Includes all of the area SOUTH of Kings Canyon Road *and* WEST of Cove Road.

Census Tract #65 – Includes all of Census Tract.

Census Tract #68.01 – Includes all of the area EAST of Mendocino Avenue *and* NORTH of Floral Avenue.

Census Tract #68.02 – Includes all of the area WEST of Smith Road, *except for* the area SOUTH of Floral Avenue.

Census Tract #69 – Includes all of the area SOUTHEAST of the Cameron Slough.

Census Tract #64.02 – Excluding all of the area SOUTH of Kings Canyon Road *and* WEST of Cove Road.



Selma Police Department

POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE (5/3/19 – 5/30/19)

Crime Trends

- Over the 28-day period referenced in this report, total reported crime in the city of Selma fell by 17%, from forty-eight (48) reported crimes the previous 28-day period to forty (40). Of note, during this period, there was a 300% increase in reported domestic violence, going from one (1) such report the previous 28 days to four (4) during this reporting period.. Property crime fell by twenty-five percent (25%), with vehicle burglary, on the rise in the last reporting period, falling by sixty-one percent (61%).

SIGNIFICANT CALLS FOR SERVICE

- On 5/13/19, at approximately 6:45pm, acting on a notification from the Kingsburg Police Department regarding a vehicle involved in a shooting in that city, officers located a vehicle matching the description in the Carl's Jr. parking lot. Officers attempted to pull the vehicle over, but the suspect drove out of the lot at a high rate of speed. A pursuit ensued, with the suspect abandoning his vehicle near Thompson @ Whitson, and ran. Officers apprehended the suspect a short distance away, notified KPD, who took custody of the prisoner
- On 05/17/19, at approximately 7:30pm, officers were dispatched to the area of the 2800 block of C Street, in regards to shots fired. Upon arrival, witnesses stated a white sedan with tinted windows (possibly Hyundai) drove by their residence and an unknown passenger shot several rounds at their residence from this vehicle. The witnesses said the vehicle was occupied with four occupants and one of the occupants was wearing red clothing. A vehicle parked in the victims' driveway was struck with shotgun rounds (12 gauge bird shot) and a second vehicle parked in the victim's neighbor's driveway, was struck with a 12 gauge shotgun slug. Two spent 12 gauge shot gun shell casings were located in the roadway. Officers also recovered the "slug" from one of the two vehicles. Video surveillance shows a white vehicle fleeing the area at a high rate of speed east bound on Floral Avenue, towards Orange Street. Detectives were briefed about this ongoing investigation.
- On 05/29/19, at approximately 9:25pm, officers were dispatched to 3816 McCall Avenue (Selma Smoke Shop), in regards to a male subject physically fighting with an employee and the owner of this establishment. Upon officer's arrival, the suspect was actively resisting and in possession of a "frying pan." K-9 Officer J. Holt, deployed his K-9 Pasco and the suspect was apprehend and subdued by the K-9. Prior to officers' arrival, the suspect entered the business and began vandalizing the shop, breaking glass displays and throwing items within the business. At one point the suspect, when confronted by the business owner, struck the owner in the face with a closed fist. Video surveillance provided by the owner confirmed the victim's account of the incident.



Selma Police Department

Personnel

- Please see attached Personnel Status Report

Community Events

- **Bringing Broken Neighborhoods Back to Life** held its first “Bringing Neighbors Together” community event on Saturday, May 18 at the Adventist Hospital grounds. Over 300 people were in attendance. Our next event, hosted by Adventist Health on their campus on Rose Avenue, is scheduled for Saturday, June 8th.
 1. April 13 – Lincoln Park
 2. May 18 – Adventist Hospital grounds
 3. June 8 – SMART Center
 4. July 25 (Thursday) – Lincoln Park
 5. August 24 – Ringo Park
 6. September 28 (March for Jesus) - TBA

SELMA POLICE DEPARTMENT PERSONNEL STATUS REPORT

Status as of: 6-3-19

Job Class	Status			Male				Female				
	Auth	Vac	Filled	W	H	AA	O	W	H	AA	O	Total
Chief	1	0	1	1								1
Lieutenant	2	0	2	1				1				2
Sergeant	5	0	5	2	3							5
Officer	27	0	27	6	16	2		2	1			27
Res. Off.*	NA	NA	1		1							1
ESD	7	0	7	2				3	2			7
CSO	2	0	2		1				1			2
Records	2	0	2					1	1			2
Property	1	0	1					1				1
TOTAL	47	0	48	12	21	2		8	5			48

*Reserve Officer

KEY
<u>ESD</u> =Emergency Services Dispatcher
<u>CSO</u> =Community Service Officer
W=Caucasian
H=Hispanic
AA=African American
O=Other