

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

December 5, 2022

ITEM NO: 1a.

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

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

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

FISCAL IMPACT: None.

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

_____/s/_____
Fernando Santillan, City Manager

_____12/1/2022_____
Date

RESOLUTION NO. 2022 – ____

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

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

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

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

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

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

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

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

WHEREAS, on October 18, 2021, November 15, 2021, December 6, 2021, December 21, 2021, January 18, 2022, February 7, 2022, March 7, 2022, April 4, 2022, May 2, 2022, June 7, 2022, June 20, 2022, July 18, 2022, August 15, 2022, September 6, 2022, October 3, 2022, October 17, and November 7, the City Council adopted resolutions authorizing the continued use of teleconferenced meetings; and

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Selma City Council on this 5th day of December 2022, by the following vote:

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

ATTEST:

Scott Robertson, Mayor

Tiffany Flores, Acting City Clerk

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

December 5, 2022

ITEM NO: 1b.

SUBJECT: Consideration of a Resolution Approving an Agreement Between the City of Selma, Selma Fire Department and the Sacramento Metropolitan Fire District for the Recovery of Administrative Costs Associated with the Implementation of the GEMT Program.

BACKGROUND: From 2011 through 2017, the Selma Fire Department participated in the Ground Emergency Medical Transport (GEMT) program. This program provided for the reimbursement of unfunded costs associated with certain Medi-Cal transports. These funds are recuperated through the submittal of cost reports to the Department of Healthcare Services (DHCS). These cost reports break down direct and indirect costs associated with providing GEMT services within a given fiscal year. After Fiscal Year (FY) 2017/2018, DHCS stopped accepting these cost reports.

DISCUSSION: DHCS is continuing this program and is accepting cost reports for FYs 2018/2019, 2019/2020, 2020/2021, and 2021/2022. The GEMT program requires a host agency to facilitate the administrative duties associated with the processing of the cost reports. In this case, the host agency is the Sacramento Metropolitan Fire District (Sac Metro). All of the departments who participate in the GEMT program are required to have an agreement in place with Sac Metro. The agreement outlines the responsibilities of each agency, and provides for the recovery of administrative costs associated with participating in the GEMT program and incurred by the host agency.

FISCAL IMPACT: None.

RECOMMENDATION: Adoption of the Resolution Approving an Agreement Between the City of Selma Fire Department and the Sacramento Metropolitan Fire District for the Recovery of Administrative Costs Associated with the Implementation of the GEMT Program

Rob Petersen
Fire Chief

Date

Fernando Santillan
City Manager

Date

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING AN AGREEMENT BETWEEN THE CITY OF SELMA,
SELMA FIRE DEPARTMENT AND THE SACRAMENTO METROPOLITAN FIRE
DISTRICT**

WHEREAS, the Selma Fire Department participates in the Ground Emergency Medical Transport (GEMT) program; and,

WHEREAS, the Sacramento Metropolitan Fire District is the program's host agency to administer the GEMT program; and,

WHEREAS, each participating agency is required to have an agreement in place with the host agency to allow for the recovery of administrative costs associated with the implementation of the GEMT program; and,

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

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

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 5th day of December, 2022, by the following vote:

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

Scott Robertson
Mayor

ATTEST:

Tiffany Flores
Acting City Clerk

CHECK REGISTER REPORT

CHECK NUMBE	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80623	11/08/22	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 9/23-10/24/22	PARTIAL R	68,281.96
80624	11/08/22	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION -PD		72.00
80625	11/08/22	Printed	VERIZON WIRELESS	AIRCARDS 10/19/22-10/18/22		1,032.85
80626	11/08/22	Printed	WHITE CAP, L.P.	WINTER JACKS,BOOTS,HOODED SWEATSHIRTS, RAIN JACKETS-PW		3,816.24
80627	11/08/22	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES THROUGH 9/30/22		10,035.00
80628	11/15/22	Printed	AMERICAN PLANNING ASSOC	APA MEMBERSHIP		813.00
80629	11/15/22	Printed	APPLIED CONCEPTS, INC.	STALKER RADAR		1,654.24
80630	11/15/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS		313.67
80631	11/15/22	Printed	AT&T	TELEPHONE 10/4/22-11/3/22		1,598.62
80632	11/15/22	Printed	AT&T	TELEPHONE 10/4/22-11/3/22		124.69
80633	11/15/22	Printed	AT&T	TELEPHONE 10/4/22-11/3/22		119.22
80634	11/15/22	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 10/1-10/31/22		389.07
80635	11/15/22	Printed	BAUER COMPRESSORS INC.	TURNOUT REPAIRS		496.87
80636	11/15/22	Printed	ROD CARSEY / CARSEY CONSULTING	PLAN CHECKS -OCTOBER 2022		4,802.83
80637	11/15/22	Printed	CAT'S BARBER SHOP	BUSINESS LIC OVERPAYMENT REIMB		17.00
80638	11/15/22	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES - OCT 2022		481.25
80639	11/15/22	Printed	DATAPATH LLC	NETCARE/ON SITE SUPPORT NOVEMBER 2022		10,387.00
80640	11/15/22	Printed	AJAY DAVIS	SOUND ENGINEERING FOR PIPPIN		400.00
80641	11/15/22	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS -SEPTEMBER 2022		96.00
80642	11/15/22	Printed	DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTNING JULY - SEPTEMBER 2022		3,109.38
80643	11/15/22	Printed	EDITOR LLC	VIDEO FOR PIPPIN		600.00
80644	11/15/22	Printed	JOEL A FEDOR / FEDOR PLUMBING	CLEAN OUT URINALS-SHAFER PARK		110.00
80645	11/15/22	Printed	FENCEWORKS INC	BUSINESS LIC OVERPAYMENT REIMB		5.00
80646	11/15/22	Printed	FORTNERS AUTO SERV & TOWING	TIRE SERVICE UNIT# 1002		100.00
80647	11/15/22	Printed	FRESNO CITY COLLEGE	COMMUNICATIONS TRAINING COURSE 9/5/22-9/22/22	R	107.00
80648	11/15/22	Printed	FRESNO COUNTY TAX COLLECTOR	PROPERTY TAX/SEWER 1st INSTALLMENT 2022/2023		4,082.67
80649	11/15/22	Printed	FRESNO ECONOMIC OPPORTUNITIES	SENIOR MEALS -SEPTEMBER 2022		10,827.18
80650	11/15/22	Printed	GAR BENNETT LLC	PVC ADAPTERS		6.13
80651	11/15/22	Printed	GCS ENVIRONMENTAL EQUIPMENT	PEDESTAL MOUNT		117.29
80652	11/15/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 9/7/22		889.67
80653	11/15/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 11/2/22		869.63
80654	11/15/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -OCT 2022		876.14
80655	11/15/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -NOV 2022		913.16
80656	11/15/22	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICE -FD		150.13
80657	11/15/22	Printed	LAUREN HEARD	PIPPIN COSTUME REIMBURSEMENT		35.46
80658	11/15/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		2,217.46
80659	11/15/22	Printed	EDGAR N. OLIVERA HERNANDEZ	PHOTOGRAPHY & VIDEO FOR PIPPIN		600.00
80660	11/15/22	Printed	KIMBERLY HOUSTON	PIPPIN COSTUME/PROPS REIMB.		85.91
80661	11/15/22	Printed	HUNTER CUSTOM CARPENTRY	BUSINESS LIC OVERPAYMENT REIMB		27.50
80662	11/15/22	Printed	IMAGETREND INC.	EPCR SOFTWARE -OCTOBER 2022		406.64
80663	11/15/22	Printed	INSTRUMENT TECHNOLOGY CORP	CLAMP FOR STREET UTILITY LOCATOR		435.74
80664	11/15/22	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT -NOV 2022		446.00
80665	11/15/22	Printed	JAM SERVICES, INC.	POLARA BULLDOG PUSH BOTTONS FOR CROSSWALKS		922.04
80666	11/15/22	Printed	JORGENSEN & COMPANY	EXTINGUISHER INSPECTIONS		338.44
80667	11/15/22	Printed	LITTLE N STITCH DESIGNS	BUSINESS LIC OVERPAYMENT REIMB		40.00
80668	11/15/22	Printed	CHRISTINA MCCOLLAM-MARTINEZ	LIGHTING DESIGN FOR PIPPIN		400.00
80669	11/15/22	Printed	HEATHER MCCOY / CENTRAL VALLEY FORENSIC NURSING	VICTIM EXAM 22-5121		1,500.00
80670	11/15/22	Printed	MEDLINE INDUSTRIES, INC.	MEDICAL SUPPLIES		1,042.53
80671	11/15/22	Printed	METRO UNIFORM	FD REVOLVING ACCT	R	157.17
80672	11/15/22	Printed	MUNICIPAL EMERGENCY SERVICES	WILDLAND JACKETS AND PANTS		3,830.00
80673	11/15/22	Printed	NERI INSURANCE AGENCY	BUSINESS LIC OVERPAYMENT REIMB		9.00
80674	11/15/22	Printed	ODELL PLANNING & RESEARCH, INC	SELMA GROVE EIR ADDENDUM PLANNING SERVICES	R	390.00
80675	11/15/22	Printed	OOSOSHARP, LLC / SHARP	AMBULANCE BILLING -OCT 2022		4,315.37
80676	11/15/22	Printed	PG&E	UTILITIES -OCTOBER 2022		3,724.47
80677	11/15/22	Printed	QUAD KNOPF, INC.	PLANNING SERVICES 9/18/22-10/15/22		27,710.50
80678	11/15/22	Printed	DANIEL ANTHONY RIVAS	REIMBURSEMENT FOR FIRE MARSHAL TRAINING		691.21
80679	11/15/22	Printed	ELMO JOHN ROSSOTTI	NEW BASE PLATS FOR BBQ PEDESTALS -BRENTLINGER PARK		170.00
80680	11/15/22	Printed	SCOTT'S PPE RECON, INC.	HOSE/TUBING		54.05
80681	11/15/22	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -AUGUST 2022		33,337.65
80682	11/15/22	Printed	SUMMER S SESSION-INGRAM	DIRECTION & MANAGEMENT FOR PIPPIN		300.00
80683	11/15/22	Printed	MIZUNIQUE SLATER	CHOREOGRAPHER FOR PIPPIN		300.00
80684	11/15/22	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -NOV 2022		6,723.96
80685	11/15/22	Printed	TREBOR WELDING	BUSINESS LIC OVERPAYMENT REIMB		455.00
80686	11/15/22	Printed	RUSSELL & MARIE TYGART / UNIQUELY YOURS	CO-ED TEAM CHAMPIONSHIP SHIRTS		904.59
80687	11/15/22	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASE -NOV 2022		2,019.73
80688	11/15/22	Printed	USCUTTER, INC.	VINYL CUTTER -ST NAME SIGNS		7,205.13

CHECK REGISTER REPORT

CHECK NUMBE	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80689	11/15/22	Printed	VECTOR SECURITY	BUSINESS LIC OVERPAYMENT REIMB		20.00
80690	11/15/22	Printed	VERIZON	VEHICLE TRACKING -OCTOBER 2022		94.75
80691	11/15/22	Printed	DANIEL VIVEROS / D&G FENCE	REPAIRS -DOG PARK		800.00
80692	11/15/22	Printed	WASTE MANAGEMENT-USA WASTE	CITY CLEAN UP 10/1/22-10/31/22		143,156.25
80693	11/15/22	Void		Void Check		0.00
80694	11/15/22	Void		Void Check		0.00
80695	11/15/22	Printed	YAMABE & HORN ENGINEERING, INC	ENGINEERING SERVICES -SEPTEMBER 2022	PARTIAL R	76,330.21
					TOTAL	448,891.65

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

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

December 5, 2022

ITEM NO: 2

SUBJECT: Consider cancellation of the Regular Council meetings scheduled for December 19, 2022 and January 3, 2023.

BACKGROUND: The Selma City Council has traditionally cancelled the second meeting in December and the first meeting in January in observance of the Christmas and New Year's Day holidays.

DISCUSSION: This year, those meeting dates would fall on December 19th and January 3rd (City Hall will be closed on Monday, January 2nd due to the New Year's Day holiday).

Additionally, the 2nd regularly scheduled City Council meeting in January falls on January 16th, which is Martin Luther King Jr. Day. This will cause the City Council meeting to be held the next day, Tuesday, January 17th.

FISCAL IMPACT: There is no fiscal impact associated with this item.

RECOMMENDATION: By motion, approve the cancellation of the December 19, 2022 and January 3, 2023 City Council meetings.

Fernando Santillan, City Manager

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

December 5, 2022

ITEM NO: 3

SUBJECT: Consideration of Addendum No. 4 to Professional Services Agreement with QK Inc. for additional staff support.

BACKGROUND: In 2019, the City Council approved a contract with QK, Inc. for On-Call Planning Services. Services under that contract include day-to-day planning counter assistance, project application review, presenting items for consideration to the Planning Commission and City Council, among other services.

In 2021, the City Council approved Addendum No. 2, which authorized an increase to the not-to exceed amount by an additional \$247,500 and extended the contract term through May 2022.

In May 2022, the City Council approved Addendum No. 3, which authorized an extension to the sunset date of the Agreement to June 20, 2023, amended the not to exceed amount to \$180,000

DISCUSSION: Staff requests Council's approval to further amend the agreement with QK to provide additional staff support to maintain an increased level of service through May 5, 2024. Additional services and support would include Geographical information Systems (GIS) support, California Environmental Quality Act (CEQA) services and technical support to analyze development projects within the City of Selma. The additional amounts for the requested support is \$400,000 through May 25, 2024 for planning and GIS support services and an additional \$300,000 through May 25, 2024 for CEQA services and technical analysis for development projects. The City would be reimbursed by developers as applicable and appropriate.

FISCAL IMPACT: A total of \$233,400 would be added to the adopted FY 22-23 budget for Fund 100 (General Fund) - Planning – Professional Services. The remaining additional balance (\$466,600) will be included in the FY 23-24 budget for Fund 100 (General Fund) - Planning – Professional Services. As previously stated, most if not all of the \$300,000 budget for CEQA services will be reimbursed by developers, as applicable.

RECOMMENDATION: Staff recommends Council approves Addendum No. 4 to the City's agreement with QK, Inc. for additional staff support to maintain the increased level of service through May 5, 2024

_____/s/
Fernando Santillan
City Manager

December 2, 2022
Date

**ADDENDUM NO. 4
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SELMA
AND QUAD KNOPF, INC. dba QK**

This Addendum No. 4 to the Professional Services Agreement between the City of Selma, a municipal corporation, hereinafter referred to as “City” and Quad Knopf, Inc. dba QK, a California Corporation, hereinafter referred to as “Consultant” is made and entered into effective on _____, 2022 (“Effective Date.”)

RECITALS

WHEREAS, on May 6, 2019, City and Consultant entered into Professional Services Agreement (Agreement) for staff support, as approved by the City Council on May 6, 2019; and

WHEREAS, on May 17, 2021, City and Consultant entered into Addendum No. 2 which authorized an increase to the not-to-exceed amount by an additional \$247,500.00 and extended the contract term through May 2022; and

WHEREAS, on May 2, 2022, the City and Consultant entered into Addendum No. 3 which authorized the following:

- Extended the sunset date of the Agreement to June 20, 2023; and
- Amended the not to exceed amount and period notated within Section 4(a) of the Agreement dated May 6, 2019, to one-hundred and eighty thousand dollars (\$180,000) for the amended duration of the Agreement period; and
- Exhibit B (Rate Schedule), as notated within the Agreement dated May 6, 2019, was replaced in full with the 2022 Rate Schedule; and

WHEREAS the City hereby requests Consultant to provide additional staff support to maintain the increased level of service through May 5, 2024, provide Geographical Information Systems (GIS) support, and provide California Environmental Quality Act (CEQA) services and technical support to analyze development projects within the City of Selma.

NOW, THEREFORE, in consideration of the foregoing recitals, Consultant and the City do hereby mutually agree as follows:

1. Amend the not to exceed amount within Section 4(a) of the Agreement dated May 6, 2019, to appropriate an additional four-hundred thousand dollars (\$400,000) through May 5, 2024, to provide planning and GIS support services.
2. Amend the not to exceed amount to appropriate an additional three-hundred thousand dollars (\$300,000) through May 5, 2024, to provide CEQA services, technical studies, and

support, as needed, to analyze development projects within the City of Selma. The City would be reimbursed by developers as applicable and appropriate.

3. In all other regards, the Agreement dated May 6, 2019, shall remain in full force and effect.

SIGNATURE ON NEXT PAGE

IN WITNESS WHEREOF, the parties have signed this agreement to be effective as of the Effective Date in the opening paragraph.

CITY OF SELMA, a municipal corporation

QUAD KNOPF, INC. dba QK,
a California Corporation

BY: _____
Fernando Santillan, City Manager

BY: _____
Amber Aguayo, CFO/COO

ATTEST:

BY: _____
Tiffany Flores, Acting City Clerk

APPROVED AS TO FORM:

BY: _____
David J. Yanez, City Attorney

RECOMMEND APPROVAL:

BY: _____
Rob Terry, Deputy City Manager

**AMENDMENT NO. 2
TO CONTRACT FOR ON-CALL PLANNING SERVICES WITH QUAD KNOPF INC.**

This Amendment No. 2 to the Contract for Consultant Services (“Agreement”), is made and entered into this ___th day of May, 2021, (“Effective Date”) by and between the City of Selma, a California municipal corporation (“Client” or “City”) and Quad Knopf, Inc., a California corporation (“Consultant”). The Client and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about May 6, 2019, the City Council approved the Agreement with the Consultant, to provide on-call planning services to the City; and

WHEREAS, on or about March 16, 2020, the City Council approved Amendment No. 1 in order to utilize the Consultant’s administrative staff to support the City at lower billing rates than their Senior Planners; and

WHEREAS, the total not-to-exceed limit for the contract will have been reached by the end of Fiscal Year 20-21; and

WHEREAS, planning is a critical function of the city’s development process and necessary for the provision of entitlements and other permits;

WHEREAS, for the reasons set forth herein, the Client and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed that Section 4 of the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall be amended to read as follows:

Section 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 One Hundred Fifty Thousand Dollars

(\$150,000.00) per year, unless additional payment is approved by the City Manager. The total amount paid to Consultant for actual time spent on services rendered shall not exceed Six Hundred Ninety-Seven Thousand Five Hundred Dollars (\$697,500).

Except as amended, the Agreement shall remain in full force and effect according to its terms.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CLIENT”
CITY OF SELMA

“CONSULTANT”
QUAD KNOPF, INC.

By: _____
Teresa Gallavan, City Manager

By: _____
Janel Freeman, CFO

Attest:

By: _____
Reyna Rivera, City Clerk

APPROVED AS TO FORM

By: _____
Mary F. Lerner, City Attorney

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

December 5, 2022

ITEM NO: 4

SUBJECT: Consideration of Ad-hoc Committee Formation and Update on Pioneer Village Parking Discussions and Activities

BACKGROUND: Pioneer Village (1800 Art Gonzales Parkway) continually serves as a major venue and destination in Selma. As use of the site continues and grows, parking to accommodate visitors remains an item where improvement is needed. To ensure that parking needs are addressed both in the short and long-terms, staff is working on multiple items for future consideration. Below is an update on these related activities.

DISCUSSION: Currently, Pioneer Village has very limited on-site parking; all of which is on unimproved surfaces. In years past, for events that require more space than what is available on-site, the property owner of the large dirt field east of the Village just off of Golden State Boulevard allowed their property to be used for overflow parking. Recently, this land has been purchased by a company seeking to improve the lot, and operate a business on the site. The new owner has been open to discussions with the City relating to continued use of a portion of the lot to serve as overflow parking. However, the area would only serve as overflow parking, with improved on-site parking to service the Park still needed. To address this need, staff is currently working on related activities intended to identify options and recommend/secure options for parking.

First, staff has established contact with the new owner of the adjacent site, and is working on negotiating draft agreement specifics for Council's consideration at a future date. This agreement would address current overflow parking needs to be permitted on the unimproved lot, similar to the allowances permitted by the previous owner, as well as continued overflow use of the improved parking area associated with the development after its completion.

In addition, as previously notated by Council, staff is seeking to formulate an ad-hoc committee to assist with the design and placement options of on-site parking improvements within Pioneer Village. The Committee would work with staff to identify the preferred location, design, and circulation of the parking area. The Committee would work with staff to maintain communication with the Pioneer Village Commission, and to deliver all recommendations to Council. Staff is seeking formal direction/approval from the Council to form the ad-hoc committee.

FISCAL IMPACT: There is no fiscal impact to the City with the aforementioned items. Any activities requiring budget approval would return to the Council for action at the appropriate time.

RECOMMENDATION: Staff recommends that City Council formally direct staff to form the ad-hoc committee by roll call vote. There are no additional Council actions needed at this time. All recommendations relating to proposed agreements, designs, and improvements will be delivered to Council for their consideration and action at a future meeting.

Rob Terry
Deputy City Manager

Date

Amy Smart
Community Services Director

Date

Fernando Santillan
City Manager

Date

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

December 5, 2022

ITEM NO: 5
SUBJECT: Consider Approval of 3-Year Agreement with The CrisCom Company for Legislative Advocacy Services

BACKGROUND: City of Selma staffed release a Request for Proposals (RFQ) on September 20, 2022 for Grant Writing and Legislative Advocacy Services. Staff received five (5) proposals.

DISCUSSION: The RFQ gave respondents the option of proposing for both Grant Writing and Legislative Advocacy Services, or either item as a stand-alone service. The five proposals received were from the following firms:

- Corbin and Kaiser (Grants / Legislative Advocacy)
- Hoch Consulting (Grants only)
- The CrisCom Company (Grants / Legislative Advocacy)
- Townsend Public Affairs (Grants / Legislative Advocacy)
- TPSM Consulting (Grants / Legislative Advocacy)

After an internal review and scoring process, staff has selected The CrisCom Company (CrisCom) as the preferred and recommended candidate for Legislative Advocacy Services **only**. CrisCom has a proven track record of helping the City of Selma obtain budgetary funding requests, including, most recently, \$4.5 million in the 2022-2023 Fiscal Year for a new Fire Station, as well as helping the City of Selma successfully lobby for special legislation (Assembly Bill 2780-Arambula) which will allow the City to form an Enhanced Infrastructure Financing District (EIFD). Staff recommends the City Council approve a five-year agreement with CrisCom, with a flat monthly fee of \$4,500. This is equivalent to the current fee which the City pays CrisCom for Legislative Advocacy Services.

With regard to Grant Writing and Management Services, City staff were of the opinion that none of the RFQ respondents showed particularly strong grant writing expertise and track records relevant to the City of Selma's needs. Staff intends to reach out to additional grant-writing service firms to generate further interest. Once further interest from more respondents is generated, the City will issue a new RFQ for Grant Writing and Management services only.

FISCAL IMPACT: The annual cost to the City's General Fund will be \$54,000 over the next three (3) years, unless extended per the terms of the agreement. The full annual cost has been previously approved and adopted in the Fiscal Year 22-23 due to CrisCom being

our current Legislative Advocacy Services consultant. The cost for all future fiscal years will be included in the proposed budget for each respective year.

RECOMMENDATION: Staff recommends adoption of the attached Resolution approving a 3-year agreement with The CrisCom Company for Legislative Advocacy Services, in an amount not to exceed \$54,000 annually.

Fernando Santillan, City Manager



CELEBRATING 25 YEARS OF SERVING OUR CLIENTS AND COMMUNITIES



www.TheCrisComCompany.com



Proposal to The City of Selma



REQUEST FOR QUALIFICATIONS

FOR
GRANT WRITING/MANAGEMENT SERVICES AND/OR LEGISLATIVE ADVOCACY

October 11, 2022

October 11, 2022

Ms. Reyna Rivera
City Clerk, City of Selma
1710 Tucker Street
Selma, CA 93662



Re: Request for Qualifications (RFQ) for Grant Writing/Management Services and/or Legislative Advocacy

Dear Ms. Rivera:

The CrisCom Company is proud to provide the City of Selma with this response to the Request for Qualifications (RFQ) for Grant Writing/Management Services and/or Legislative Advocacy released on September 20, 2022.

As the current City of Selma State and Federal Legislative advocate, we are extremely familiar with the needs of the City. Our accomplishments during our tenure include, \$4 million for the new police department, millions in funding for water projects, and \$4.5 million for the new fire department building. The funds will benefit the community for generations to come.

With the legislature's passage of AB 2780, and the Governor's subsequent approval, it marks the first time since the dissolution of redevelopment agencies, that the option for a City to establish an Enhanced Infrastructure Financing District has been granted. While the path was complicated, CrisCom and City staff did an excellent job ensuring the legislative and gubernatorial approval.

Since our engagement with the City of Selma began in 2015, the CrisCom team has also volunteered to assist with community development projects. The current Boot Barn in Selma is a direct result of these efforts.

Please be assured that our team will continue to provide the City of Selma with vigor, truth and service that is above reproach.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles H. Jelloian', is written over a white background.

Charles H. Jelloian
President & Chief Executive Officer

www.TheCrisComCompany.com
9550 Topanga Canyon Blvd., Chatsworth, CA 91311 | 818.998.3850
1099-A Otis Avenue, Corcoran, CA 93212 | 559.992.5768

A. Qualifications and Experience

Provide a brief history of your business entity and project team. Identify legal form, ownership, and senior officials of company. Identify the name and email of the main contact, including phone number and e-mail address. Include the website address (if applicable). If proposing a sub-consultant, describe the division of responsibilities between participating parties, and offices (location) that would be the primary participants. Describe professional experience and number of employees (licensed professionals, technical support, etc.) on the proposed project team.

Founded in 1997 by Charles "Chuck" Jelloian. CrisCom Public Relations, Inc. (dba The CrisCom Company) has become the preeminent leader in governmental affairs advocacy, grant writing, public relations and community development. We take great pride in providing our clients with unparalleled state and federal advocacy services, and our robust and exhaustive grant writing consulting services are second to none.

The key to our success is our ability to engage elected officials, key stakeholders and administering agencies to develop advantageous relationships for our clients. Not only do we work in conjunction with our clients to identify and pursue viable opportunities, but we also develop and employ a strategic approach to provide for our clients' more demanding needs through comprehensive advocacy and outreach efforts.

Over the past 25 years, this in-depth and thoughtful approach to advocacy provides our clients with the proper footing to be successful in the pursuit of legislative and appropriations priorities. The cornerstone to this method is incorporating the needs and direction from our clients. This collaborative effort, including unfettered access to CrisCom's leadership team, sets our clients up for success in their endeavors.

MISSION STATEMENT

Our mission is to provide our clients with highly ethical, innovative and dynamic strategies, which are effective in achieving their goals. The CrisCom Company adheres to the highest standards of accuracy and truth to those we represent and to the public.



OFFICE LOCATIONS

The CrisCom Company
Southern California Headquarters
9550 Topanga Canyon Blvd.
Chatsworth, CA 91311
(818) 998-3850

The CrisCom Company
Central Valley Headquarters
1099-A Otis Avenue
Corcoran, CA 93212
(559) 992-5768

GOVERNMENTAL AFFAIRS TEAM

CrisCom's governmental affairs teams enjoys decades of advocacy services, including leadership positions on legislative staff. Our keen and in-depth knowledge and understanding of the legislative process provides our clients with the strategic consulting needed to be successful in Sacramento and Washington, D.C.

CrisCom's Advocacy Team Includes:

Chuck Jelloian, Registered Advocate – President & CEO
Jason Siegen, Registered Advocate – EVP & COO
Carole Sarian, President of Public Affairs
Renee Missakian, Grants Manager & Community Development Specialist
John Basmajian, Registered Advocate – Accounts Representative

GRANT WRITING & GRANT MANAGEMENT GROUP

CrisCom's grant writing and grant management team consists of 50+ years of experience. We have written and been awarded tens of millions in federal, state, local and non-profit grants. Our meticulous attention to detail and an eye for the specific drives our clients' success.

CrisCom's Grant Research, Grant Writing and Grant Research Team Includes:

Jason Siegen, Registered Advocate – EVP & COO
Renee Missakian, Grants Manager & Community Development Specialist
Emily Engelsgaard, Grant Specialist & Accounts Representative
John Basmajian, Accounts Representative
Linda Bonar, Grant Research Assistant

EXECUTIVE TEAM

Chuck Jelloian, President & CEO
Jason Siegen, EVP & COO
Linda Jelloian, CFO
Carole Sarian, President of Public Affairs

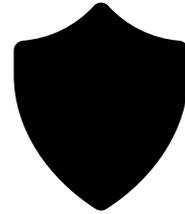
MAIN CONTACT

Chuck Jelloian
President & CEO
chuck@thecriscomcompany.com
(818) 378-1576 mobile
www.TheCrisComCompany.com

A SAMPLE OF SUCCESS

The CrisCom Company is proud to have brought our clients more than \$1 billion in revenue over the past 25 years. Below is a partial list of our most recent accomplishments:

- \$7m Kings County Sheriff's Office
- \$5.7m Corcoran Police Station
- \$4.5m Selma Fire Station
- \$4m Selma Police Station
- \$3m Lemoore Public Safety Dispatch
- \$650k Kings County Gang & Narcotics Task Force
- \$400k Sanger School Resource Officer
- \$250k Coalinga Public Safety Tech Upgrades
- \$250k Glendale DOJ COPS Grant
- \$240k Avenal Emergency Ops Center



- \$8m Kettleman City Pedestrian Bridge
- \$7m Corcoran Gateway Park
- \$5m Madera Sewer Trunk Line Replacement
- \$2m Avenal Community Center
- \$1.2m CFDA Education Grant – CLU
- \$312k Upward Bound Higher Ed Grant
- \$292k Clean CA Grant – City of Glendale, CA
- \$200k CA Animal Welfare – City of Sanger, CA
- \$164k FEMA AFG – City of Glendale, CA



- \$3m Sanger Water Well Repair
- \$2m Corcoran Water Treatment Facility
- \$1.5m Corcoran Water Well
- \$1.5m Selma Storm Drain Repair
- \$1m Sanger Water Connections
- \$100k Route Management Mile Reduction - Glendale



B. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. The Methodology Section should include:

- 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFQ.*
- 2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.*
- 3. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.*
- 4. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.*

PART A: GRANT WRITING/GRANT MANAGEMENT SERVICES

In providing grant writing services, The CrisCom Company will engage elected officials, key stakeholders and administrating agencies to develop advantageous relationships for the City. CrisCom will work in conjunction with City staff to identify and pursue viable grant opportunities. Additionally, CrisCom will work hand-in-hand with City staff to develop a strategic approach to providing for the City's needs through comprehensive advocacy and outreach efforts.

An in-depth approach and comprehensive strategic planning provides our clients with the proper footing to be successful in the pursuit of grants and other funding opportunities. A key element to this approach is incorporating the direction of the City Council, City Manager and department heads. As such, the City will have direct access to CrisCom's leadership whenever it is needed.

The CrisCom team will meet with the City Manager, City Council and City department leaders to compile a list of projects. The team will then work with the City to prioritize the list based on a needs assessment, which will include a comprehensive review of available funding sources for the identified project. This collaborative approach is imperative to creating successful submissions. While CrisCom is continuously monitoring both public sector and private foundation grants, detailing the specific needs of the City will provide for a tailored and targeted approach.

Another main component of a successful funding campaign is the ability to utilize the relationships our firm has built at the elected officials and staff levels of the governing bodies overseeing the grant and funding streams. CrisCom will advocate at both the state and federal levels of government. Providing the City with a seat at the table and a voice in Sacramento and Washington, D.C.

CrisCom will utilize various resources to monitor, track and report on various funding opportunities. This includes its relationships with numerous agencies at the state and federal levels of government. CrisCom will also employ outside the box ideas to bring a competitive advantage to the City during this process. The CrisCom team will also work

hard on building lasting relationships for the City within these agencies. Additionally, as stated above, the CrisCom team prides itself on open communication and anticipates that our executive staff will speak with City representatives weekly. A constant flow of communication is key to any successful relationship and is the cornerstone of the CrisCom client/consultant model.

The CrisCom Company will provide in-person quarterly reports to the City Council or any time the Council or City Manager deems appropriate. The CrisCom team will also make themselves available anytime to the City Council, City Manager, City department heads and staff as directed by the City Manager. We will provide weekly updates via email and telephone on the progress and status of grant applications in process as well. This will include benchmarking certain items during the writing process and keeping the City apprised of any changes or amendments.

SPECIALIZED KNOWLEDGE

As grant writing professionals it is imperative for our firm to have continual and open communication with our clients. Establishing this early on in the engagement is key to developing and implementing successful grant initiatives. Forecasting available opportunities and working with departments well in advance of Notice of Funding Opportunities will ensure ample time to respond to an opportunity thoughtfully and completely and lead to a successful proposal.

The following 10 step approach to grant writing is the core of CrisCom's grant writing service offerings. Putting our client's needs at the forefront of every project is key.

1. Funding needs analysis by meeting with City department heads to review priorities and funding needs

The CrisCom Company staff will meet with City leadership, including Council Members, City Manager and City department heads to conduct a series of assessment meetings to prioritize the City's funding needs. The meetings will be in-depth and analyze programs and projects from available funding sources in which the City is ready to pursue. These meetings will lay the foundation for the grant pursuit process. In conjunction with these meetings, CrisCom will meet with the City's State and Federal representatives. These meetings will set the foundations of support to pursue the aforementioned grants, and will provide information to our representatives on the City's current needs.

2. Facilitation of department decision-making process regarding the feasibility of pursuing potential grant opportunities

The CrisCom Company staff will meet with City department heads as grant opportunities become available. The meetings will include a summary review of grant requirements, including any qualifying factors such as monetary match, reporting requirements and grant oversight. These meetings will serve as strategic planning sessions.

3. Facilitation of partnership meetings on grant submissions

The CrisCom Company will meet on a regular basis with City department heads, both in person and over the telephone as the grant is being developed.

Communication with City and staff leadership is a key component to a successful grant submission. The CrisCom team will work diligently on ensuring that all lines of communication are open and flowing freely to identify the proper grant response and any cross departmental components to strengthen any submission.

4. Grant research to identify opportunities that strategically align with the City's goals

The CrisCom Company will utilize various grant resources to narrow down and find specific opportunities for the City of Selma. This process will be aided by the initial departmental meetings to identify the City's needs and connect them with available funding sources in the budgetary year. CrisCom will also work with the local State and Federal representatives to identify any direct funding opportunities.

5. Development of requested proposals/applications

Each grant opportunity is unique and employs differing requirements. However, through meticulous attention to detail, CrisCom will work with the City to develop top quality responses to identified viable opportunities. This includes outlining clear and concise program goals to achieve the desired outcomes. CrisCom will work with the City to obtain the needed information and provide a comprehensive draft for the City to review. CrisCom will provide this at least a week in advance of the grant due date, as to provide adequate time for a comprehensive review before submittal.

6. Assist in gathering grant-related information

The CrisCom Company will identify and assist the City in obtaining grant-related information needed for a successful submission. CrisCom's team is astute in garnering information and employing that information into a successful grant. CrisCom will also assist the City in reviewing the data needed for the grant. This includes breaking down the data into smaller pieces of useful information that will bolster the grant response.

7. Estimate of City department's commitment if grant is received

A key component to a grant is the grantee's ability to administer the grant successfully. During the initial review of the grant, prior to any submittal, the CrisCom team will review the grant guidelines and ensure the City and the department heads know the requirements of administering the grant. This will include any and all reporting requirements and the length of those requirements. CrisCom will assist the City in these requirements while on retainer. This will be a major determining factor to be considered during the facilitation of the departmental decision-making process regarding the feasibility of pursuing potential grant opportunities.

8. Grant proposal development, submission, letters of support and other supporting materials

As discussed previously, The CrisCom Company will provide the City with a draft of the proposed submission at least one week prior to the due date. This will allow for adequate departmental review prior to submitting the grant application. CrisCom will also work with our State and Federal elected officials and strategize

with local stakeholders on obtaining letters of support. Ensuring that the grant receives support from a variety of stakeholders speaks volumes with the grant reviewers. CrisCom will always look for ways to set the grant apart from the competition and work to obtain an advantage for the City.

9. Follow up after proposal submission

The CrisCom Company will utilize its relationships with the granting entity to follow up on any and all proposal submissions. This will be done within the confines of the expressed grant criteria and will not take place in any gray areas. CrisCom will strategically utilize the grant supporters, such as our State and Federal representatives to inquire on the City's behalf, when appropriate. CrisCom will also seek to identify, if not explicitly expressed in the application, the proposed timeline the granting agency is looking to follow. This will allow for the City to manage expectations on funding and implementation.

10. Assist with contract, material development, and/or reporting once a grant is awarded

The CrisCom Company will stay engaged during all aspects of the successful grant process. It is imperative to shepherd the City through this in order to maintain expectations of a successful implementation. Additionally, CrisCom can and will assist on any and all reporting where necessary. Some functions of reporting will fall to the City department who is awarded the grant, and CrisCom will assist in this process. Furthermore, on an unsuccessful grant proposal, CrisCom will request a debriefing from the granting agency. This will allow our team to comprehensively identify any deficiencies in the application and will bolster the application for the next round of funding.

PART B: LEGISLATIVE ADVOCACY

In order to provide unparalleled legislative advocacy consulting services, The CrisCom Company will work hand-in-hand with City leaders, including elected officials and staff to develop a comprehensive and strategic approach to its advocacy efforts. Our approach to advocacy is built around a partnership with the City to establish a legislative platform. This platform will serve as a guide during the legislative session. CrisCom's in-depth approach and strategic planning provides our clients with the proper footing to be successful in the pursuit of legislative and appropriation goals. As such, our team will develop clear and concise lines of communication with the City. A constant flow of communication is key to any successful relationship and is the cornerstone of the CrisCom client/consultant model.

The CrisCom team will meet with the City Manager, City Council and City department leaders to fully understand the focus and needs of the City of Selma. The team will then work to develop a legislative and budget priority list based on a needs assessment. This includes a comprehensive review of legislation and available funding sources.

The CrisCom Company's advocacy model includes providing our clients with a weekly legislative report during the legislative session. These reports include a summary and

status of legislation that could have an impact on a municipality like the City of Selma. Our team monitors and tracks each piece of legislation and will provide summary documentation on bills of interest. We proactively address legislation and any and all amendments that occur on tracked bills.

Our firm has deep roots in both the state legislature and congress. This includes numerous projects with our local elected officials and legislative and executive branch leadership. We take great pride in providing our clients with a strategic approach to advocacy.

At the outset of the state and federal legislative sessions, CrisCom will meet with the City Council, City Manager, and department heads to set the legislative platform for the coming session. This will include identifying budgetary needs and developing a plan of action to pursue these dollars through both the state budget process and the federal appropriations process.

Following the setting of the agenda, CrisCom's team will facilitate meetings with the appropriate state and federal elected officials to discuss and promote the legislative platform. CrisCom meets regularly with our state and federal representatives. Our team will provide weekly written updates to the City Manager. These updates include legislation that will have an impact (either positive, negative, or neutral) on the City of Selma.

Through the state and federal legislative process, our team will engage with the City of Selma's elected representatives and will make actionable recommendations to the City. This will include setting up informational meetings, lobbying meetings, providing testimony at hearings, drafting and delivering letters of opposition or support, and shepherding appropriations requests at both the state and federal levels of government.

In addition to the weekly written reports provided to the City Manager, The CrisCom Company will provide in person quarterly reports to the City Council. City management and the Council will also have direct and unfettered access to CrisCom's leadership 24/7.

C. Staffing

Provide a list and resumes of individual(s) who will be working on this project, their relevant experience, and indicate the functions that each will perform and anticipated hours of service of each individual.



Charles H Jelloian | President & Chief Executive Officer

Chuck Jelloian holds extensive experience in the public relations field. Through his tenacity and vociferous advocacy on behalf of our clients, Chuck makes sure the CrisCom team delivers on the projects we undertake.

About Chuck - Chuck is committed to providing all clients with highly effective programs that focus on governmental affairs, business and project development, strategic planning, corporate communications, public relations, and marketing.

Chuck has worked diligently to establish The CrisCom Company as one of the nation's premiere governmental affairs and business development firms. Before founding CrisCom, he served as the Executive Director of the non-partisan Ronald Reagan Presidential Foundation and was responsible for the planning and development of the historic Ronald Reagan Presidential Library and Center for Public Affairs, located in Simi Valley, California. He hosted numerous national and international dignitaries, including British Prime Minister Lady Margaret Thatcher and Polish President Lech Walesa. Since then, Chuck has had the privilege of working with several other national figures.

Chuck was appointed by Los Angeles Mayor Richard Riordan to serve on the Board of Transportation Commissioners. As Commission President, Chuck presided over the \$200 million department and its 1600 full- time employees. Los Angeles City Councilman Greig Smith appointed Chuck to the Design Review Board, which reviews all proposed applications for buildings and structures in the Chatsworth, California area.

Chuck, widely recognized for his leadership skills, continues to play an important role in many political, social and philanthropic activities throughout California and the nation.



Jason D. Siegen | Executive Vice President & Chief Operating Officer

Jason Siegen is a proven leader in the governmental and public affairs arena with over 20 years' experience throughout California and the nation, implementing successful lobbying and public relations campaigns for municipal, corporate, and non-profit clients.

About Jason - Jason has been a member of the CrisCom team since 1998. He serves as CrisCom's Chief Operating Officer and Executive Vice President. Jason is responsible for the day-to-day operations, including overseeing and managing CrisCom's Account Managers and Representatives. He has been a lobbyist at both the state and federal levels of government for over 20 years. Throughout this time, Jason has been at the forefront of all of CrisCom's legislative and appropriations wins for its clients. Jason's extensive experience in governmental and public affairs makes him a valued strategist and problem solver on which our clients rely. Jason holds a degree in Political Science from California State University, Northridge.



Carole E. Sarian | President of Public Affairs

Carole Sarian's enthusiasm, vision, and strong relationships in the public and private sector continue to benefit CrisCom's clients nationwide.

About Carole - Carole has been with CrisCom since day one and brings over 30 years of public affairs executive experience. She is responsible for the planning and producing of numerous high-profile events, galas, conferences, networking events, non-profit fundraisers and celebrations. Carole leads CrisCom's national philanthropic endeavors and has received several awards and commendations from some of the country's most prestigious volunteer and non-profit organizations.

Carole sits on the Hollywood Chamber of Commerce's Community Foundation Board of Directors, and Co-Chairs the annual "Heroes of Hollywood" fundraising event. This prestigious board is responsible for administering tens of thousands of dollars in grants annually to local non-profits in the greater Hollywood area. Previously, Carole served on the Executive Committee of the Board of Directors for the Hollywood Chamber of Commerce, which is responsible for the operation and maintenance of the world famous "Hollywood Walk of Fame."



Renee Missakian | Grants Manager & Community Development Specialist

Renee Missakian's attention to detail and background as a paralegal helps ensure that our clients' projects are delivered timely and professionally. From community outreach to grant writing, Renee continues to deliver on our clients' needs.

About Renee - Renee has 25 years' experience in the legal field and over 15 years' experience working with nonprofit organizations. Her experience includes organizing fundraisers, community outreach events and public relations campaigns. For the past several years, Renee has spearheaded The CrisCom Company's grant writing initiatives for our clients, specializing in both public and private sector grants.



John Basmajian | Accounts Representative & Advocate

John Basmajian joined The CrisCom Company in 2019 as an Account Representative. His demeanor, energy and exuberance he brings to each project is palpable.

About John - John graduated from California Lutheran University with a Bachelor of Science in Business Administration, where he was an honored recipient of the Dean's List award four times, as well as the President's List award. He served as student body president, and sat on the university's Board of Regents. Prior to joining CrisCom he served

as an intern for an industrial services company where he led a marketing campaign that resulted in fifteen percent revenue growth. He also worked with a real estate investment firm providing administrative assistance.



Emily Engelsgaard | Accounts Representative & Grant Specialist

Emily joined The CrisCom Company in 2021 and currently serves as an Account Representative and Grant Coordinator. Her tenacity and willingness to tackle any obstacle help achieve our client's goals.

About Emily - Emily holds a master's degree in American History and is a graduate of California Polytechnic State University, San Luis Obispo. Emily has extensive experience in customer service and as a legal assistant. Her background continues to be a beneficial asset to the team. Emily resides in the central valley and works out of CrisCom's local headquarters.

D. Similar Projects

Provide a list of at least three (3) municipal/public agency references for similar services provided by your firm. The City reserves the right to contact any of the organizations or individuals listed.

Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

<p>The Honorable David Robinson Sheriff – County of Kings, CA 1550 Kings County Drive Hanford, CA 93230 Dave.Robinson@co.kings.ca.us (559) 469-2781</p>	<p>The CrisCom Company has been instrumental in securing over \$25 million in funding for the County of Kings and its local communities. This includes Prop. 68 grants as well as direct funding allocations through the State budget process.</p> <p>Effective date of contract: 07/01/2020 – current</p>
<p>Mr. Roubik Golanian City Manager – City of Glendale, CA 613 E. Broadway Glendale, CA 91206 rgolanian@glendaleca.gov (818) 548-4844</p>	<p>The CrisCom Company has identified and written several successful grant applications for the City of Glendale, including grants that focus on parks, sanitation and public safety focused grants.</p> <p>Effective date of contract: 02/01/2019 – current</p>
<p>Dr. Kindon Meik Former City Manager – Corcoran, CA Current City Manager – Calabasas, CA 100 Civic Center Way Calabasas, CA 91302 kmeik@cityofcalabasas.com (559) 333-0310</p>	<p>The CrisCom Company has secured millions of dollars through grant writing and advocacy for the City of Corcoran. This includes funding for a new police station, water well funding and Proposition 68 park funding</p> <p>Effective date of contract: 07/01/2006 – current</p>

E. Fee Proposal

All proposers shall submit a fee proposal which delineates tasks, hours and cost for all staff working on the project. Proposals shall be valid for a minimum of 180 days following submission. Proposals will be considered for both Part A and B combined if submitted as such. Please provide cost a breakdown for each section separately.

The CrisCom Company provides services and is compensated based on a monthly retainer. This retainer covers all of the costs associated with the firm's grant writing and legislative advocacy consulting services. An individual budget timeline for tasks per project is difficult to quantify due to the wide ranging complexity of each grant.

CrisCom's commitment is to provide a team of grant writing and advocacy professionals to achieve the City's goals. Regardless of hours, our team works diligently to provide a superior product and position our clients for success. It would be more costly to provide the top notch service at an affordable price if we billed for services by the hour.

PART A: GRANT WRITING/GRANT MANAGEMENT SERVICES: \$2,500/month

The CrisCom Company will agree that the fee for providing grant writing and management services to the City of Selma will be \$2,500 per month. Each grant is unique in terms of complexity, information and data collection, and public engagement requirements. Therefore, it is difficult to create and propose an accurate estimate on the hours it will take to complete a submission. As an example, the grant submission for the City of Corcoran's Proposition 68 Statewide Park Program took upwards of 100 hours to complete, including numerous public input meetings.

PART B: LEGISLATIVE ADVOCACY: \$4,500/month

Since 2015, The CrisCom Company has been very successful in our advocacy efforts for the City of Selma, and an excellent return on investment. Additionally, CrisCom has not requested a rate increase since our contract commenced. We are pleased to keep our retainer at \$4,500/month for state and federal advocacy services.

This will include arranging and attending meetings with elected officials and staff. Our advocacy team will work with City staff on constructing a legislative platform and yearly budgetary requests. We will continue to arrange meetings with legislative leadership and appropriate state agencies and staff to advocate for the City of Selma's agenda.

PART A & B TOGETHER: \$7,000/month

If The CrisCom Company is selected for both "Part A & B", we will agree that the fee for our services will be \$7,000 per month. All reimbursable expenses over \$50 shall be pre-approved by the City of Selma. CrisCom will not ask for reimbursement of ordinary business expenses, such as parking and delivery charges.

**CITY OF SELMA
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 6, 2022 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and CRISCOM PUBLIC RELATIONS, INC., A CALIFORNIA 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 December 31, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

Agreement may be extended in additional one-year increments up to a maximum of two additional years, through December 31, 2027. Extensions may be granted by City's City Manager at his/her discretion upon mutual agreement by the Parties.

After expiration of the agreement, Consultant may continue to provide services on a month-to-month basis until such time a new agreement, if applicable and at the sole discretion of the City, but in no event for longer than 6 months after the expiration of the 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 governmental relations and lobbyist 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 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-Four Thousand Six Hundred Dollars (\$54,000) annually unless additional payment is approved as provided in this Agreement. Notwithstanding the foregoing, the City Manager shall have the authority to approve travel payments which may cause the compensation to exceed the amount set forth herein.

(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) As compensation for services rendered under this Agreement, City will pay CrisCom four thousand five hundred dollars (\$4,500) on the first of each month, upon receipt of an invoice detailing the Services provided. 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

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) 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.

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. UNDUEINFLUENCE

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: David Yanez
McCormick Kabot & Lew
4010 S Demaree St
Visalia, CA 93277

To Consultant: The Criscom Company
Attn: Chuck Jelloian
9550 Topanga Canyon Blvd.
Chatsworth, CA 91311

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 an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and

warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

THE CRISCOM COMPANY

CITY OF SELMA

Charles Jelloian, President/CEO

Fernando Santillan, City Manager

Date

Date

ATTEST:

Tiffany Flores, Acting City Clerk
APPROVED AS TO FORM:

David Yanez, Interim Selma Attorney
McCORMICK KABBOT & LEW

Date

EXHIBIT A: SCOPE OF SERVICES

LEGISLATIVE ADVOCACY

In order to provide unparalleled legislative advocacy consulting services, The CrisCom Company will work hand-in-hand with City leaders, including elected officials and staff to develop a comprehensive and strategic approach to its advocacy efforts. Our approach to advocacy is built around a partnership with the City to establish a legislative platform. This platform will serve as a guide during the legislative session. CrisCom's in-depth approach and strategic planning provides our clients with the proper footing to be successful in the pursuit of legislative and appropriation goals. As such, our team will develop clear and concise lines of communication with the City. A constant flow of communication is key to any successful relationship and is the cornerstone of the CrisCom client/consultant model.

The CrisCom team will meet with the City Manager, City Council and City department leaders to fully understand the focus and needs of the City of Selma. The team will then work to develop a legislative and budget priority list based on a needs assessment. This includes a comprehensive review of legislation and available funding sources.

The CrisCom Company's advocacy model includes providing our clients with a weekly legislative report during the legislative session.

These reports include a summary and status of legislation that could have an impact on a municipality like the City of Selma.

Our team monitors and tracks each piece of legislation and will provide summary documentation on bills of interest. We proactively address legislation and any and all amendments that occur on tracked bills.

Our firm has deep roots in both the state legislature and congress. This includes numerous projects with our local elected officials and legislative and executive branch leadership. We take great pride in providing our clients with a strategic approach to advocacy.

At the outset of the state and federal legislative sessions, CrisCom will meet with the City Council, City Manager, and department heads to set the legislative platform for the coming session. This will include identifying budgetary needs and developing a plan of action to pursue these dollars through both the state budget process and the federal appropriations process.

Following the setting of the agenda, CrisCom's team will facilitate meetings with the appropriate state and federal elected officials to discuss and promote the legislative platform. CrisCom meets regularly with our state and federal representatives. Our team will provide weekly written updates to the City Manager. These updates include legislation that will have an impact (either positive, negative, or neutral) on the City of Selma.

Through the state and federal legislative process, our team will engage with the City of Selma's elected representatives and will make actionable recommendations to the City. This will include setting up informational meetings, lobbying meetings, providing testimony at hearings, drafting and delivering letters of opposition or support, and shepherding appropriations requests at both the state and federal levels of government.

In addition to the weekly written reports provided to the City Manager, The CrisCom Company will provide in person quarterly reports to the City Council. City management and the Council will also have direct and unfettered access to CrisCom's leadership 24/7.

EXHIBIT B
RATE SCHEDULE

As compensation for services rendered under this Agreement, City will pay CrisCom four thousand five hundred dollars (\$4,500) each month. In addition, Selma shall pay to CrisCom reimbursement for travel expense at mileage rates as established by the Internal Revenue Service; however, any reimbursement of more than \$50.00 in any month must be approved by the City Manager before any expense is incurred.

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 \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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.

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

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

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

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

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

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

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

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

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING A 3-YEAR CONTRACT WITH THE CRISCOM
COMPANY FOR LEGISLATIVE ADVOCACY SERVICES**

WHEREAS, the City has requested Legislative Advocacy Services through a Request for Proposal; and,

WHEREAS, the City has evaluated all proposals and has chosen The Criscom Company; and,

WHEREAS, the City and Consultant now desire to enter into a 3-year agreement in an amount not to exceed \$54,000 annually and,

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

1. The above recitals are true and correct;
2. The City and The CrisCom Company will enter into a 3-year agreement not to exceed \$54,000 annually.
3. **Section 3. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. **Section 4. Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 5th day of December, 2022 by the following vote:

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

(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Tiffany Flores,
Acting City Clerk

ITEM NO: 6
SUBJECT: Consider Approval of New Master Salary Schedule Reflecting New Job Classifications and Changes to Pay Rates for Existing Job Classifications

BACKGROUND: Pursuant to Section 36506 of the California Government Code, the City Council shall by Resolution or Ordinance, fix the compensation of all appointive officers and employees. In addition, pursuant to 570.5 of Title 2 of the California Code of Regulations, pay rates for City employees must be approved and adopted by the City Council in accordance with requirements of public meeting laws and be publicly available in a salary schedule which identifies position titles, pay rates, and the time base of compensation including whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually. Furthermore, the California Public Employees' Retirement System (CalPERS), requests all CalPERS contracted employers to list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2 of the California Code of Regulations.

DISCUSSION: At the City Council's direction, City staff and consulting partners have conducted a comprehensive compensation study encompassing all City positions over the last year. Twenty (20) neighboring agencies were surveyed in order to obtain a full picture of current market wage rates for public sector employees.

All City employee unions and bargaining units have been consulted throughout the process of updating the City's salary schedule.

The proposed new rates are attached in the revised Master Salary Schedule, Exhibit A. Staff will make a formal visual presentation to the Council explaining the changes to the compensation structure.

Staff recommends that the City Council approve the attached revised Master Salary Schedule, effective as of December 6, 2022 and approved to be implemented retroactively to July 1st, 2022.

FISCAL IMPACT: The total comprehensive impact to the City's General Fund is estimated to be up to \$2.5 million, inclusive of benefits, payroll taxes, and other related costs. A more detailed cost analysis will be provided during the Council Meeting, as the cost estimates are still being refined.

RECOMMENDATION: Effective retroactively to July 1, 2022, Adopt Resolution Approving the Revised Master Salary Schedule Reflecting New Job Classifications and Revisions to Pay Rates for Existing Classifications.

_____/s/_____
Fernando Santillan, City Manager

December 5, 2022_____
Date

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

December 05, 2022

ITEM NO:

SUBJECT: Consider Approval of an Agreement for Police Dispatch Services between the City of Selma and City of Parlier

BACKGROUND: The Parlier Police Department currently receives Law Enforcement Dispatch Services from the City of Coaling Police Department. As this contract is set to expire, the Parlier Police Department has approached the City of Selma Police Department to inquire about our ability to provide Dispatch Services for the City of Parlier.

At the November 7, 2022 City Council meeting, the Selma City Council directed Staff to proceed with discussions with the City of Parlier regarding a partnership agreement, as well as to investigate the Selma Police Department’s capacity to provide Police Dispatch Services to Parlier.

DISCUSSION: After discussions between Selma and Parlier staff, Selma staff is confident that it could effectively meet the logistical and administrative functions being requested by Parlier. Staff has also met with communications vendors and the Department of Justice and all agree that the City of Selma Police Department Communications Division has the infrastructure to provide Law Enforcement Dispatch Services for the City of Parlier with minimal additional improvements.

Staff feels this type of agreement/contract for services would allow our Department to expand our Communications Division as well as enhance other programs within the Department without adding an undue stress to our current fiscal budget.

FISCAL IMPACT: There is no anticipated negative fiscal impact at this time. If infrastructure/equipment upgrades are required, Staff will request approval from the City Council at the time those needs are identified and will use proceeds from the Agreement to fund such improvements.

RECOMMENDATION: Approval of an Agreement to allow the City of Selma Police Department a Provision of Police Department Dispatch Services to be provided to the City of Parlier.

_____/s/_____
Rudy Alcaraz, Chief of Police
Selma Police Department

12/1/2022
Date

_____/s/_____
Fernando Santillan, City Manager
City of Selma

12/1/2022
Date

AGREEMENT BETWEEN
PARLIER AND SELMA
FOR THE PROVISION OF POLICE DEPARTMENT DISPATCH SERVICES

THIS AGREEMENT is entered into this ___ day of _____, 2023, by and between the City of Parlier, a municipal corporation (“PARLIER”), and the City of Selma, a municipal corporation (“SELMA”) (collectively “PARTIES”).

RECITALS

WHEREAS, PARLIER and SELMA are municipal corporations within the State of California; each providing Police Department public safety services to their respective communities; and

WHEREAS, PARLIER seeks a contract with SELMA for the provision of Police Department emergency dispatch services within Parlier’s corporate limits in the County of Fresno; and

WHEREAS, SELMA agrees to provide such services on an ongoing basis on the terms and conditions set forth in this Agreement; and

WHEREAS, such contracts are authorized and provided for under the provisions of Sections 51300, *et seq.* and 54980, *et seq.* of the Government Code.

NOW, THEREFORE, in consideration of the covenants and promises made herein, the PARTIES agree as follows:

1. SERVICE AREA.

SELMA agrees to provide police department emergency dispatch services (“Services”) within the corporate limits of PARLIER to the extent and in the manner set forth in this Agreement.

2. SCOPE OF SERVICES.

a. Services to Be Provided: Except as otherwise hereinafter specifically set forth, Services shall include, but are not limited to, those Services as set forth below:

- i. Act as PARLIER’s primary answering point for all 9-1-1 calls initiated within Parlier’s corporate limits;
- ii. Radio dispatch, monitor, and coordinate with all law enforcement activities generated by callers from within Parlier’s corporate limits and/or Parlier’s police employees;
- iii. Process and handle all calls for service generated within Parlier’s corporate limits in adherence with the following performance standards:

(1) PUBLIC SAFETY COMMUNICATIONS SERVICES:

(a) SELMA agrees to provide Public Safety Communications Services to PARLIER 24 hours a day, 7 days a week for a period of 24 months. This service will be provided

using Selma Police Department Communications personnel and/or temporary hires to fill in as necessary.

- (b) SELMA will be responsible for daily control and supervision of the Selma Police Department's Communications Center. The Selma Chief of Police or his/her designee will maintain the responsibility of scheduling all personnel in the Communications Center.
- (c) SELMA will use their 911 equipment, telephones, radio console equipment to provide Public Safety Communications Services, except in instances where PARLIER is required to purchase equipment necessary to access services provided by SELMA.
- (d) Parties agree that Communication Personnel are employees of SELMA and are not employees or agents of PARLIER. Communication personnel shall be subject to the administration, supervision, and control of SELMA. Communication personnel shall be subject to all personnel policies and practices of SELMA.
- (e) SELMA will process and handle all calls for service generated within Parlier's corporate limits in adherence with the following performance standards:
 - 1. 911 Calls will be answered, evaluated and dispatched according to industry standard "Dispatch Time") 0 "Priority One" calls are emergency calls which require immediate response and there is reason to believe that an immediate threat to life exists. The term "processed" is defined as a call that is answered, evaluated, and dispatched;
 - 2. 911 calls will be made priority and answered within the industry standard.
- (f) PARLIER shall be responsible for subscription and payment of Selma's Computer-Aided Dispatch ("CAD") and Records Management Systems ("RMS") MARK 43 computer software.
- (g) SELMA will immediately enter time sensitive entries such as: Missing Persons entries, CHP 180 entries/stolen vehicles, repossessions, and emergency protective orders. PARLIER will be responsible for all other entries or as specified.
- (h) Radio Etiquette: PARLIER will follow Selma PD Policy and Procedures 801.4 RADIO COMMUNICATIONS:

The police radio system is for official use only, to be used by dispatchers to communicate with department members in the field. All transmissions shall be professional and made in a calm, businesslike manner, using proper language and correct procedures. Such transmissions shall include, but are not limited to:

- (a) Members acknowledging the dispatcher with their radio identification call signs and current location.
- (b) Dispatchers acknowledging and responding promptly to all radio transmissions.
- (c) Members keeping the dispatcher advised of their status and location.

- (d) Member and dispatcher acknowledgements shall be concise and without further comment unless additional information is needed.

The Communications Supervisor shall be notified of radio procedure violations or other causes for complaint. All complaints and violations will be investigated and reported to the complainant's supervisor and processed through the chain of command.

- (i) Secure and sensitive documents will be picked up by PARLIER. Some documents may be emailed through a secure email network.
- b. Coordination: PARLIER and SELMA shall each designate a specific individual and alternates to make or receive requests, concerns and to represent the PARTIES when conferring upon matters concerning the delivery of Services. These designated representatives shall meet at least quarterly to (among other things) assess the overall performance of this Agreement and to review adherence to the standards provided for herein.

3. ANNUAL COST OF SERVICES.

The base cost for Services provided during the first year of this Agreement shall be one hundred and ninety thousand dollars and zero cents (\$190,000.00) annually, excluding the cost of equipment as described in Paragraph 4, and prorated from the date of service initiation. Beginning February 1, 2023, and on February 1 every year thereafter, an automatic 5% increase in the base cost of services at the time shall take effect. In compliance with Government Code Section 54982, SELMA shall not charge PARLIER "general overhead costs" as defined in Section 54982.

PARLIER shall pay SELMA one-half of the amount stated above for Services twice per year. The payments shall be made no later than thirty (30) days after the invoice is sent. Invoices will be submitted to PARLIER in the months of January and July. Notwithstanding this provision, the Selma Police Chief, in his sole discretion, may manage resources, including the reduction of staffing, support services, and other services, in response to external forces that may affect budgetary resources and the costs of providing Services, so long as the Services provided meet the performance standards set forth in Section 2 of this Agreement.

4. COST OF EQUIPMENT.

PARLIER shall bear any and all costs associated with any required upgrades to equipment, facilities and/or infrastructure necessary for PARLIER to access the Services, including, but not limited to, licensing, training, computer hardware, computer software and radio equipment, as well as any and all costs associated with any required upgrades to equipment, facilities and/or infrastructure necessary for SELMA to provide the Services, including, but not limited to, licensing, training, computer hardware, computer software and radio equipment. The PARTIES agree that each will own the equipment, facilities and/or infrastructure that it purchased for purposes of providing or receiving the Services, and that it may offer access to, and to seek reimbursement for some or all of the costs of that hardware, software, equipment or other infrastructure from third parties who may also wish to contract for such Services, without seeking the permission of the other Party.

5. TERM.

This Agreement shall commence on February 1, 2023 (“Commencement Date”), shall remain in effect until January 31, 2026 and will automatically renew for an additional three-year terms unless terminated as provided for herein. PARLIER agrees to relinquish its current dispatching services or any other contract with any other public agency which provides said services to PARLIER and to transfer to SELMA the responsibility for providing the Services as of the Commencement Date.

6. DISPUTE RESOLUTION.

Should a dispute or problem arise between the PARTIES regarding the performance of each parties’ duties under this Agreement. Either PARTY may provide written notice to the other and the Parlier Police Chief and the Selma Police Chief, or their respective designees, shall meet and confer in good faith in an attempt to resolve the matter prior to either pursuing further action.

7. CONTROL OF SERVICES.

The rendition of Services, the standards of performance, the discipline of dispatch officers, the control of personnel so employed, and other matters incident to the provision of Services, shall remain the responsibility of SELMA; provided that, if any Selma employee assigned to duty under this Agreement is not satisfactory to PARLIER, the Parlier Police Chief may so notify the Selma Police Chief in writing, and within thirty (30) days of receipt of such written notice, the Selma Police Chief shall respond in writing thereto.

8. PERSONNEL.

All persons employed by SELMA in the performance of Services for PARLIER under this Agreement shall be Selma employees, and no such person shall have any, or be entitled to any, Parlier benefit, pension, civil service status, or right of employment.

- a. PARLIER shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any Selma personnel performing Services hereunder.
- b. PARLIER shall not be liable for compensation of, or indemnity to, any Selma officer or employee for injury or sickness arising out of such employment.

9. MUNICIPAL AGENCY.

For the sole purpose of giving official status to the enforcement of Parlier ordinances by Selma officers and employees, every Selma officer and employee engaged in performing Services under this Agreement shall be deemed an agent of PARLIER while performing Services for PARLIER to the extent that such Services are within the scope of this Agreement and are municipal functions.

10. CITIZEN COMPLAINTS.

All citizen complaints from Parlier residents regarding Services provided pursuant to this Agreement shall be investigated and resolved by Selma through its normal review procedures. If the citizen complaint is lodged directly with Selma, that agency shall give PARLIER notice of any such complaints within three business days of receipt. Further, SELMA will provide notice of resolution of all Parlier citizen complaints simultaneous with SELMA’S response to the complaining resident.

11. LIMITATIONS ON CONTRACTS.

- a. No person or organization shall be a third-party beneficiary of this Agreement.
- b. Neither PARTY to this Agreement may assign its rights, privileges, benefits, or responsibilities hereunder to any other party without the express prior written authorization of the other PARTY to this Agreement.

12. BREACH OF CONTRACT.

In the event either PARTY is alleged to have breached this Agreement, SELMA shall continue to provide Services, and PARLIER shall continue to compensate SELMA for said Services during the dispute resolution process described in this Agreement and any subsequent mediation, arbitration, or judicial process, unless terminated consistent with this Agreement. A breach of this Agreement by either PARTY may be cause for termination of this Agreement if the PARTIES are unable to agree upon a cure.

13. INDEMNIFICATION.

PARLIER shall indemnify, defend, and hold SELMA, its officers, agents, and employees harmless from loss, damage, or injury to any person or property, unless to the extent that such loss, damage, or injury is caused by the gross negligence or intentional misconduct of Selma's personnel in providing or failing to provide Services to PARLIER. SELMA shall indemnify, defend, and hold PARLIER, its officers, agents, and employees harmless from loss, damage, or injury to any person or property, unless to the extent that such loss, damage, or injury is caused by the gross negligence or intentional misconduct of Parlier's personnel in accessing or utilizing the Services.

14. INSURANCE.

Each party shall maintain a policy or policies of insurance (or self-insurance covering same) in force at all times during the performance of this Agreement in the minimum limits of liability as stated herein:

- a. Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence;
- b. Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence; and
- c. Worker's Compensation coverage to the extent required by law.
- d. Evidence of compliance with said insurance requirements shall promptly be supplied in writing if requested by the other PARTY.

15. RESOURCES.

- a. Except as otherwise agreed, SELMA shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain the level of Services to be rendered in accordance with the provisions of this Agreement. SELMA and PARLIER shall retain title to the property each may acquire to fulfill its obligations

under this Agreement, and may replace, upgrade and/or dispose of its property as it deems appropriate.

- b. The PARTIES agree that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of PARLIER, PARLIER will provide those materials at its own cost and expense.

16. TERMINATION.

This Agreement may be terminated at any time by either PARTY upon one hundred and eighty (180) days prior written notice to the other PARTY of its intention to terminate the Agreement.

17. AMENDMENTS.

The PARTIES agree that each has had adequate opportunity to discuss and include in this Agreement any and all matters, and to consult their respective attorneys regarding the same. Therefore, this Agreement may only be amended by mutual written consent of both Parties.

18. NOTICE.

All communications between the PARTIES hereto shall be provided as follows:

For Parlier: Parlier Chief of Police
 Parlier Police Department
 8770 South Mendocino Avenue
 Parlier, CA 93648

For Selma: Selma Chief of Police
 Selma Police Department
 2055 Third Street,
 Selma, CA 93210

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

19. ATTORNEY'S FEES.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing PARTY will be entitled to reasonable attorney's fees and costs, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the PARTY may be entitled.

20. UNFORESEEN CIRCUMSTANCES.

SELMA is not responsible for any delay in performance of Services caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Selma's reasonable control, provided SELMA gives written notice to PARLIER of the cause of the delay within ten (10) days of the start of the delay.

21. CHOICE OF LAW.

The PARTIES have executed and delivered this Agreement in the County of Fresno, State of California. The laws of the State of California shall govern the validity, enforceability and interpretation of this Agreement without regard to its conflicts of law provisions. Fresno County shall be the venue for any action or proceeding, in law or equity, that may be brought in connection with this Agreement. PARLIER and SELMA hereby waive any rights they may possess under Section 394 of the California Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

22. SEVERABILITY.

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified or void to the limited extent required to permit enforcement of the Agreement as a whole.

23. SURVIVAL.

The following sections shall survive the termination of this Agreement: Section 14 Insurance, and Section 13 Indemnification.

24. HEADINGS.

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

25. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES.

This Agreement, including its Recitals, which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the PARTIES and there are no inducements, promises, terms, conditions or obligations made or entered into by SELMA or PARLIER other than those contained herein.

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

This Agreement represents the contributions of both PARTIES, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code Section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

26. REMEDIES

Each PARTY hereto acknowledges that a remedy at law for any breach or attempted breach of this Agreement may be inadequate, and agrees that in addition to any remedy provided at law, each PARTY shall be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach, and further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

27. AUTHORITY.

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the PARTY to which its signature represents.

IN WITNESS WHEREOF, the PARTIES hereto have caused this instrument to be duly executed as of the day and year first above written.

CITY OF PARLIER

CITY OF SELMA

Sonia Hall, City Manager

Fernando Santillan, City Manager

Date

Date

ATTEST:

ATTEST:

Dorothy Garza, City Clerk

Tiffany Flores, Acting City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mary F. Lerner , Selma Attorney
LOZANO SMITH

David Yanez, Interim Selma Attorney
McCORMICK KABBOT & LEW

Date

Date

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

December 5, 2022

ITEM NO: 8

SUBJECT: Consideration of a Resolution Approving an Amendment to the Existing Development Agreement by and Between the City of Selma and Selma Crossings, LLC

BACKGROUND: The City of Selma currently maintains a Development Agreement with Selma Crossings, LLC (Attachment #2). The area that the agreement pertains to, referred to as the Selma Crossings Project, is located in the southwest area of the City, and consists of approximately 288 acres controlled by the Selma Crossing, LLC (the Developer). The Selma Crossings Project is a mixed use, phased development of approximately 3.45 million square feet of commercial retail, office, visitor-serving commercial, and residential uses. The Development Agreement, which was entered into on March 5, 2018, currently has a term of 15 years, as identified in Section 107 of the Agreement. The current expiration date is March 5, 2033.

DISCUSSION: Due to the impacts of the pandemic on development timelines, but highlighted by the Developer's continued commitment to development of the area, a request to extend the term of the Agreement to a total of 25 years has been submitted by the Developer. Approval of this request would extend the expiration date to that of March 5, 2043.

FISCAL IMPACT: There is no fiscal impact to the City with the extending of the Development Agreement term.

RECOMMENDATION: Staff recommends that City Council approve a resolution approving the amendment to the Development Agreement between the City of Selma and Selma Crossings, LLC to extend the Term of the Agreement to that of 25 years, in total.

Rob Terry
Deputy City Manager

Date

Fernando Santillan
City Manager

Date

Attachments

1. Resolution approving Amendment One to the Development Agreement by and between the City of Selma and Selma Crossing, LLC
2. Development Agreement by and between the City of Selma and Selma Crossing, LLC, dated March 5, 2018

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING AMENDMENT ONE TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SELMA AND SELMA CROSSINGS, LLC

WHEREAS, On March 5, 2018, the City of Selma and Selma Crossings, LLC (Developer) entered into a Development Agreement for pertaining to the Selma Crossings Project; and

WHEREAS, The Selma Crossings Project is a mixed use, phased development of approximately 3.45 million square feet of commercial retail, office, visitor-serving commercial, and residential uses, consisting of approximately 288 acres located in the southwest area of the City; and

WHEREAS, Section 107 of the Development Agreement lists the agreement timeline to be that of 15 years, which would set the current expiration date as March 5, 2033; and

WHEREAS, the Developer remains fully committed to the development of the project area, but the impacts of the pandemic have created significant impact on the anticipated development timeline; and

WHEREAS, the Developer is requesting that the City amend the Agreement Timeline to a period of 25 years, in total.

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 approves the Amendment One to the Development Agreement, whereby amending the Agreement Timeline listed within Section 107 to be that of 25 years.

PASSED, APPROVED AND ADOPTED this 5th day of December, 2022, by the following vote:

- /
- /
- /
- /
- /
- /
- /
- /
- /

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

Scott Robertson, Mayor

ATTEST:

Tiffany Flores, Acting City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

NAME: City of Selma
ADDRESS 1710 Tucker St.
CITY,
STATE, ZIP Selma, CA 93662

09/10/2018, 20180110725

-
- Exempt from fees per Government Code Sections 6103 and 27383
 - Exempt from SB2 fees per Government Code Section 27388.1(a)(2)(D)

**DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF SELMA AND SELMA CROSSINGS, LLC AND SUBORDINATION**

NOTICE: THIS RECORDED DOCUMENT IS A COPY OF THE ORIGINAL DEVELOPMENT AGREEMENT. AN ORIGINAL OF THE DEVELOPMENT AGREEMENT, INCLUDING ALL EXHIBITS, ATTACHMENTS AND FULL-COLORED MAPS AND DIAGRAMS IS FILED WITH THE CITY OF SELMA CLERK'S OFFICE, LOCATED AT 1710 TUCKER STREET, SELMA, CA 93662

DEVELOPMENT AGREEMENT

By and Between
THE CITY OF SELMA
and
SELMA CROSSINGS, LLC

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this 5 day of March, 2018 (the “**Effective Date**”) by and between the City of Selma, a municipal corporation (the “**City**”), and Selma Crossings, LLC (“**Developer**”), pursuant to the authority of Section 65864 et seq. of the Government Code of the State of California.

RECITALS

A. Legal Authority. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864, *et seq.* of the Government Code (“**Development Agreement Law**”) authorizing any city, county or city and county to enter into a binding development agreement with an applicant for a development project.

B. Developer’s Interest in Land. The Developer is a Nevada limited liability company. The real property which is the subject of this Agreement (“**Subject Property**”), is located in the County of Fresno and is owned in fee by the Developer. The subject property is described in **Exhibit A** (attached hereto and incorporated by reference), and has been annexed into the city of Selma and the Selma-Kingsburg-Fowler County Sanitation District. Developer seeks to develop the subject property consistent with Resolution 2013-45 R approving Tentative Parcel Map 2007-0012 with findings and conditions relating to the Selma Crossings Commercial Project adopted August 19, 2013.

C. Project Description. On August 19, 2013, the City certified the Final Environmental Impact Report (State Clearinghouse No. 2007071008) for the Selma Crossings Project (Resolution No. 2013-44R). The Selma Crossings Project (the “**Project**”) is located in the southwest area of the City, and consists of approximately 288 acres controlled by the Developer. The Selma Crossings Project is a mixed use, phased development of approximately 3.45 million square feet of commercial retail, office, visitor-serving commercial, and residential uses. The Project is divided into three phases, which include:

- **Northeast Area (Phase 1):** 882,003 square feet of commercial retail uses on 75.75 acres (hereinafter “**Phase 1**”).

- **South Area (Phase 2):** 1,431,200 square feet of commercial retail, automall, office, and visitor-serving commercial uses on 135.40 acres. This phase would include a 20-acre stormwater basin (hereinafter “**Phase 2**”).
- **Northwest Area (Phase 3):** 1,136,000 square feet of commercial retail, residential, and office uses on 66.60 acres (hereinafter “**Phase 3**”).

D. Development Approvals. The following development approvals (“**Development Approvals**”) affecting the Subject Property have been previously approved by the City or will be approved concurrently with this Agreement:

1. Certification of a Final Environmental Impact Report (“EIR”), including project-specific mitigation measures adopted by the City Council. (Resolution 2013-44R.
2. Approval of Zone change and annexation of the subject property by Certificate of Completion, Fresno County Local Agency Formation Commission dated November 9, 2017.
3. Tentative Parcel Map No. 2007-0012 (the “Tentative Parcel Map”) approved by Resolution 2013-44R (**Exhibit E**).

E. Subsequent Development Approvals. In addition to the Development Approvals, the development of the Subject Property will require various additional future land use and construction approvals from the City to implement the Development Approvals (“**Subsequent Development Approvals**”). Subsequent Development Approvals may include but are not limited to: parcel maps (vesting or otherwise), conditional use permits, site plans and building permits.

F. Voluntary Agreement. This Agreement is voluntarily entered into by the Developer in order to implement the Project and in consideration of the rights conferred and the procedures specified herein for the development of the Subject Property. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the Project, and in consideration of the agreements and undertakings of the Developer hereunder.

G. Project Provides Substantial Benefits. This Agreement furthers the public health, safety and general welfare, and the provisions of this Agreement are consistent with the General Plan. For the reasons recited herein, the City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Development Approvals and Subsequent Development Approvals, thereby encouraging planning for, investment in and commitment to use and develop the Subject Property. Continued use and development of the Subject Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Law was enacted (the “**Public Benefits**”):

1. Provide for the development of agricultural land that has fallen out of production.
2. Provide increased tax revenues for the City.
3. Provide for jobs and economic development in the City.
4. Provide infrastructure improvements that can be utilized by regional users and future users.
5. To help prevent leakage of sales to other communities, and provide greater economic activity within the City.
6. Meet the goals of the General Plan to put activity centers in areas that will reduce vehicle trips and serve all segments of the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer (each herein sometimes called a “**Party**” and jointly the “**Parties**”) hereby agree as follows:

ARTICLE I

GENERAL PROVISIONS

100. Property Description and Binding Covenants. The Subject Property is that property described in **Exhibit A**. The Developer represents that it has a legal or equitable interest in the Subject Property and that all other persons holding legal or equitable interests in the Subject Property (excepting owners or claimants in easements) are bound by this Agreement. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Subject Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties. The Developer hereby warrants that any and all parties having record title interest at the time of execution of this Agreement in the Subject Property which may ripen into a fee have subordinated to this Agreement and that all such instruments of subordination, if any, are attached hereto and made a part of this Agreement. To the extent there exists any area of the Subject Property have has not yet been annexed to the City, said property shall be so annexed prior to expiration of the term of this Agreement as the same may be amended and the duration extended pursuant to the terms of Section 601 of this Agreement.

101. Vested Rights. Developer shall have a vested right to develop the Subject Property for the period this Agreement is in effect in accordance with the Development Approvals, Subsequent Development Approvals, the provisions of this Agreement and Applicable Rules (as defined in Section 103.1). To the extent not otherwise provided in this Agreement, the conditions of approval and mitigation measures in the Development Approvals related to dedications and reservation of easements are intended to meet the requirements of Government Code section 65865.2 related to a development agreement providing a provision for the reservation or dedication of land for a public purpose.

102. Permitted Uses. The permitted uses and the density and intensity of use of the Subject Property; the maximum height, bulk and size of the proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in any limitation of any right to develop as set forth in the Development Approvals), any Subsequent Development Approvals.

103. Rules, Regulations and Official Policies.

103.1 Applicable Rules, Regulations and Official Policies. For the term of this Agreement, the rules, regulations, ordinances and official policies governing the permitted uses of land, density, design, improvement and construction standards and specifications applicable to the development of the Subject Property shall be the “**Applicable Rules**” as defined in this Section 103.1. The Applicable Rules are defined as those rules, regulations, and official policies

set forth in (i) the Development Approvals; (ii) this Agreement (including Exhibits); and (iii) with respect to matters not addressed by these documents, those rules regulations, official policies, standards and specifications in force on the date of this Agreement, to the extent not inconsistent with the Development Approvals and this Agreement. The Applicable Rules shall also include, any changes in the General Plan, City of Selma Zoning Ordinance (“**Zoning Ordinance**”) or any future rules, ordinances, regulations or policies adopted by the City which are made applicable by the provisions of Section 103.2.

Except as otherwise provided in this Agreement, to the extent any future changes in the General Plan, Zoning Ordinance or any future rules, ordinances, regulations or policies adopted by the City purport to be applicable to the development of the Subject Property but are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement shall prevail, unless the parties mutually agree to amend or modify this Agreement pursuant to Section 601.

To the extent not otherwise provided in this Agreement, the requirements of the Applicable Rules shall fulfill the requirements of Government Code section 65865.2 related to the agreement specifying allowed uses, allowed density and intensity of uses and maximum height and size of proposed buildings.

103.2 Changes in State or Federal Law. This Section shall not preclude the application to the development of the Subject Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. In the event state or federal laws or regulations enacted after the date of this Agreement, or action by any governmental jurisdiction other than the City required by state or federal laws, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, then the Parties shall meet and confer in good faith to determine the feasibility of modifying, extending or suspending one or more provisions of this Agreement as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental jurisdiction required by state or federal laws.

To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including the City, required by federal or state laws) have the effect of preventing, delaying or modifying development of the Subject Property, the City shall not in any manner be liable for any such prevention, delay or modification of said development. The Developer is required, at its cost and without cost to or obligation on the part of the City, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of such actions of federal or state agencies required by federal or state laws (or such actions of regional and local agencies, including the City, required by federal or state laws).

104. Moratorium, Initiatives and Conflicting Enactments. To the extent allowed by applicable law (and excepting a declaration of a local emergency or state emergency as defined in Government Code section 8558), if any ordinance, resolution or other measure is enacted subsequent to the Effective Date, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project or Development Approvals on all or any part of the Subject Property (“City Law”), City agrees that such ordinance, resolution or other measure shall not apply to the Subject Property, this Agreement, the Development Approvals, or the Subsequent Development Approvals, if any, during the Term.

105. Life of Development Approvals or Subsequent Development Approvals. The Term of this Agreement, any other Development Approval or Subsequent Development Approval shall not include any period of time during which any applicable development or utility moratorium, lawsuit or the actions of other public agencies that regulate land use, delays construction of the Project, to the extent allowed by applicable law.

106. City’s Reservation of Authority. The Parties further acknowledge and agree that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions contained in this Agreement are intended to reserve to the City all of its police power and/or statutory or other legal powers or responsibilities that cannot be so limited. This Agreement shall be construed to reserve to the City all such power and authority which cannot be restricted by contract, including compliance with the California Environmental Quality Act (CEQA). Nor shall this Agreement be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials.

107. Term. The term of this Agreement shall commence upon the effective date of the ordinance approving this Agreement, which shall be recorded with the County Recorder and shall extend for a period of fifteen (15) years.

108. Recordation of Development Agreement. Pursuant to California Government Code section 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Fresno.

109. Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project Site or any

portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

ARTICLE II

DEVELOPER OBLIGATIONS

200.

200. Development Impact Fees. Except as otherwise specifically set forth in this Article 3 or otherwise herein, Developer shall only pay to City those legally enforceable development impact fees and exactions which are in effect as of the Effective Date. Further, in the event Developer applies for multiple grading or building permits covering portions or phases of the Project, Developer shall only pay those development impact fees (or prepare such study or studies) applicable to the portion or phase of the Project covered by the issued permit. However, during the Term of this Agreement, except as specifically set forth in this Agreement or the Project Approvals, Developer shall pay those periodic cost of living or similar indexed increases, decreases or adjustments to such fees and exactions as are applicable and in effect at the time such fees or exactions would otherwise be payable to City.

201. Traffic Mitigation Measures; Traffic Impact Fees. Developer shall be obligated to mitigate the traffic related impacts of the Project in conformance with the development approvals.

202. Processing Fees; Permit Fees.

202.1 Building Permit. Developer shall pay to City building permit fees in accordance with the City's building permit ordinance in effect at the time the applicable building permit is granted by City.

202.2. Processing Fees. Developer shall pay to City the City's reasonable application processing fees for the Project in accordance with the City's fee schedule in effect at the time Developer submits the applicable Project application for processing.

203. Timing of Development. Developer shall reasonably diligently pursue the development of Project in such phases and sequence as Developer determines in its sole discretion. In light of the foregoing and except as set forth in this section, the Parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Subject Property to develop in which sequence, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to consider and expressly

provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement for public improvements or similar agreements in accordance with the terms thereof.

ARTICLE III **CITY OBLIGATIONS**

301. Availability of Public Services. To the maximum extent permitted by law and consistent with its authority, City shall cooperate with Developer in reserving capacity for sewer, water and any other services as may be necessary to serve the Project.

302. Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild the Subject Property within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the Subject Property become functionally outdated, within Developer's sole discretion, due to changes in technology. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Development Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA.

303. Processing Subsequent Development Approvals. The Subsequent Development Approvals shall be deemed tools to implement those final policy decisions reflected by the Development Approvals and shall be issued by City so long as they comply with this Agreement and Applicable Law and are not inconsistent with the Development Approvals.

ARTICLE IV **MORTGAGE PROTECTION & ESTOPPEL CERTIFICATES**

400. Mortgagee Protection. This Agreement shall be superior and senior to any mortgage, deed of trust, sale and leaseback arrangement, assignment of leases and rents, synthetic lease, other lease financing, or other transaction in which the Subject Property or a portion thereof, or any interest therein, is pledged as security ("**Mortgage**").

401. Estoppel Certificates. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the actual

knowledge of the certifying party: (1) this Agreement is in full force and effect and a binding obligation of the parties, (2) this Agreement has not been amended or modified either orally or in writing (or else identifying any such amendments or modifications), and (3) the requesting party is not in default in the performance of its obligations under this Agreement (or else describing the nature and amount of any such defaults). A party receiving a request hereunder shall execute and return such certificate within 30 days following the receipt thereof. The City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

ARTICLE V

REIMBURSEMENT FOR, AND FINANCING OF, CERTAIN IMPROVEMENTS

500. Site Improvements. Except as otherwise provided in this section, Developer shall bear all costs to design and construct the improvements required by the Development Approvals, and shall fund and complete construction of such Site Improvements in accordance with the Development Approvals. The City and Developer intend that the design and construction of the Site Improvements be, at Developer's option, (a) at Developer's direct expense, or (b) if appropriate, as to particular Site Improvements designated by Developer from time to time, financed by one or more Financing Mechanisms which will encompass the Property and, to the extent other property owners are interested or benefit, such other property. The City agrees, at Developer's request, to cause one or more Financing Mechanisms to be created to finance the design and construction of Site Improvements designated by Developer (which particular Site Improvements, as a result of receiving such financing, shall become Public Facilities) in accordance with the procedures governing creation of such entities. Developer consents to formation of the Financing Mechanism(s) and to assessments or taxes allocated to the Subject Property by the Financing Mechanism(s) in the manner provided by law. Developer agrees to have each parcel within the Subject Property that is served or benefited by the Public Facilities to be financed by such Financing Mechanisms included within or later annexed into the Financing Mechanism(s) as necessary to fund the particular improvement. Developer agrees to cooperate with and use its best efforts to assist the City in the formation of the Financing Mechanism(s) and in each Financing Mechanism's performance of its responsibilities on behalf of the City. Site Improvements include, but are not limited to, improvements to highways, streets and related infrastructure to be improved in accordance with the Development Approvals.

Once the Public Facilities whose design and construction was, pursuant to this section, financed with one or more Financing Mechanisms are constructed, the City shall, subject to the City Council's approval, which shall not to be unreasonably withheld or delayed, accept on its own behalf or on behalf of the applicable Financing Mechanism dedication of such Public Facilities unless a District agrees to do so.

The City or a District shall on its own behalf or on behalf of the applicable Financing Mechanism accept responsibility for their subsequent maintenance, repair and improvement. The City agrees that Developer shall not bear any other costs of operation and maintenance of these Public Facilities although Developer may offer to contract to operate or maintain the same.

For those Site Improvements whose design and construction is not financed with one or more Financing Mechanisms, it is the intent of the Parties that, once construction is complete, the ongoing operational and maintenance expenses of such Site Improvements shall be, at Developer's option, financed by one or more property owners' associations established by Developer or sold to and financed by one or more Financing Mechanisms. If Developer elects to finance these expenses using one or more Financing Mechanisms, then the City agrees to accept, on its own behalf or on behalf of the applicable Financing Mechanism(s), dedication of such Site Improvements (which particular Site Improvements thereby become Public Facilities) and responsibility for their subsequent maintenance in accordance with the terms this Section.

Upon written request of the City, Developer will advance amounts necessary to pay all costs and expenses of the City to evaluate and structure any Financing Mechanism, to the end that the City will not be obligated to pay any costs related to the formation or implementation of any Financing Mechanism from its own general funds. City staff will provide the Developer with a preliminary budget for such costs, and will advise Developer from time to time as to any necessary modifications to that budget or any other source of City revenue.

Any public financing shall be secured by assessments or special taxes or fees levied within the respective District, proceeds of the bonds issued that are placed in a bond fund, reserve fund or other such fund for the financing and investment earnings thereon. The City's general fund shall not be pledged to the repayment of any such public financing.

The payment of actual initial and annual administrative costs of the City to be incurred in connection with any Financing Mechanism shall be adequately assured, through the inclusion in any assessment or special tax methodology of appropriate provision for such costs as reasonably estimated by the City, to ensure that the City's general fund shall not be called upon to provide for initial or any annual administrative costs related to any Financing Mechanism.

501. Design of the Site Improvements. All Site Improvements shall be designed and constructed in accordance with the City's standards for public improvements on the Subject Property as modified by the Development Approvals, or if not explicitly set forth in the Development Approvals, in accordance with standards consistent therewith.

502. Traffic Assessment District. As part of the Mitigation Measures imposed by the Mitigation and Monitoring Program certified as part of the EIR for this Project, prior to recordation of a final map for Phase I, the Project applicant and the City of Selma shall establish

a Community Facilities Financing District or other financing mechanism to fund transportation improvements, to the extent allowed by applicable law.

503.

ARTICLE VI
MISCELLANEOUS PROVISIONS

600. Amendment of Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

600.1. Administrative Agreement Amendments. Any amendment to this Agreement which does not substantially affect: (i) the Term of this Agreement, (ii) permitted uses of the Subject Property, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Subject Property or the maximum height or size of proposed buildings, or (vi) monetary contributions by Developer, and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. Such amendment may be approved by the Planning Director who shall make the determination in the context of the overall Project.

600.2. Amendment Exceptions. No amendment of a Development Approval or Subsequent Development Approval shall require an amendment to this Agreement. Instead, any such amendment automatically shall be deemed to be incorporated into the Project and vested under this Agreement.

601. Cooperation in Event of Legal Challenge. In the event of an administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of this Agreement or any Development Approval or Subsequent Development Approval, the Parties shall cooperate in defending such action or proceeding. The Parties shall use best efforts to select mutually agreeable legal counsel to defend such action, and Developer shall pay compensation for such legal counsel.

602. Defaults. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided under law.

603. Periodic Review. The City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by the Developer with the terms and conditions of this Agreement.

Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement; nor shall the Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

604. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Subject Property is a separately undertaken private development and that the contractual relationship created hereunder between the City and Developer is such that Developer is an independent contractor and is not an agent of the City. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the City and Developer or to provide third party beneficiary rights to any person or entity not a Party hereto. The only relationship between the City and the Developer is that of a governmental entity regulating the development of private property and the owner of such private property.

605. Waiver of Provisions. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any other occurrence or event.

606. Time of Essence. Time is of the essence of each provision of this Agreement of which time is an element.

607. California Law. This Agreement shall be construed and enforced in accordance with California Law.

608. Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees and any related costs incurred in that proceeding in addition to any other relief to which it is entitled.

69. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

610. Covenants Running With the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns,

representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law *including, without limitation, California Civil Code section 1468.*

611. Notices. All formal notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the principal offices of the City and the Developer with copies sent as set forth below. The addresses of the parties as of the date hereof are as set forth below. Such written notices, demands, correspondence and communication may be directed in the same manner to such other persons and addresses as either party may from time to time designate in writing. The Developer shall give written notice to the City, within ten (10) days after the close of escrow, of any sale or transfer of any portion of the Subject Property and any assignment or partial assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the legal description of the land sold or transferred, and the name and address of any person or entity to whom any notice relating to this Agreement shall be given with respect to such transferred portion of the Subject Property.

Notices required to be given to the City shall be addressed as follows:

Attention City Mayor
1710 Tucker Street
Selma, California 93662

Notice required to be given to the Developer shall be addressed as follows:

Timothy Jones
Selma Crossings, LLC
265 E. River Park Circle, Suite 310
Fresno, California 93720

612. Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date first set forth above.

CITY:

CITY OF SELMA
a Municipal Corporation

By:  _____

APPROVED:

NEAL E. COSTANZO
City Attorney

By: _____

ATTEST:

REYNA RIVERA
City Clerk

By: _____
Deputy

DEVELOPER:

SELMA CROSSINGS, LLC, a Nevada limited liability company

By: CENTRAL PACIFIC VENTURES, LLC, a Nevada limited liability company, Manager

By:  _____
Timothy Jones, Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On August 28, 2018 before me, Kelly A. Puma, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Timothy Jones
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kelly A. Puma
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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

December 5, 2022

ITEM NO: 9

SUBJECT: Consideration of a resolution approving an increase to Fiscal Year 2022-2023 for two Full-Time positions in the Community Services Department.

BACKGROUND: On June 20, 2022 the City Council adopted the 2022/2023 fiscal year budget approving Full-Time Employee (FTE) quantities. During the budget process and several Council meetings since, Council has expressed the need for more community-oriented programs and events within the City as well as the need for additional and enhanced park space. Staff has been working on evaluating current department processes and has identified lack of appropriate staff as a key detriment to the ability to grow current and future programming.

DISCUSSION: The Community Services Department is currently comprised of Three FTE's which include One Community Services Director and Two Recreation Supervisors. The department also includes One Part-Time Employee for the Arts Center and One Part-Time Employee for Senior Nutrition. There are also Three Part-Time Employees that are utilized minimally during the recreation season for field and game needs.

In order to accomplish the goal of expanding current programming, the Department is requesting the addition of two new FTE positions to the General Fund.

1. Administrative Assistant (\$3,5960 - \$4,371 monthly): The FTE position will be responsible for the administrative duties of the department including assisting community members with park/field reservations and manage the Special Event Permit processes. This additional position will provide the community with increased customer service due to having a permanent onsite position that is currently not possible with limited staff.
2. Recreation Coordinator (\$3,213 - \$3,906 monthly): This FTE position will be responsible for assisting with current youth and adult sports, special events and monthly community food distribution in addition to other various programs. The goal of this position is to have the Coordinator assume responsibility of current programming so that the Recreation Supervisors can work on executing additional recreation programming and special events.

According to the City of Selma website, the mission of the Community Services Department is to strengthen community image and sense of place, support economic development, strengthen safety and security, promote health and wellness, foster human development, increase cultural unity, protect environmental resources, facilitate community problem solving and provide recreational experiences. By adding these additional FTE positions, staff

can continue to not only meet the needs of our growing community but one day exceed those needs and provide the services necessary to help the City thrive.

FISCAL IMPACT: The estimated impact to the General Fund is \$69,526 in the current fiscal year.

RECOMMENDATION: Staff recommends that the Council approve an increase to FY 2022-2023 for two full time positions in the Community Services Department: Administrative Assistant and Recreation Coordinator.

Amy Smart
Community Services Director

12/5/22

Fernando Santillan
City Manager

12/5/22

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING AN INCREASE TO FISCAL YEAR 2022-2023 FOR
TWO FULL TIME POSITIONS IN THE COMMUNITY SERVICES DEPARTMENT**

WHEREAS, On June 20, 2022 the City Council adopted the 2022/2023 fiscal year budget approving Full-Time Employee (FTE) quantities; and,

WHEREAS, Council has expressed the need for more community-oriented events and staff has identified the need for additional staff; and,

WHEREAS, the City Manager for the City of Selma, having assessed various departmental operations and workload issues desires to take the following actions, consistent with his responsibilities set forth in the City’s Municipal Code:

- Allocate a FTE Administrative Assistant to the Community Services 2022-2023 budget.
- Allocate a FTE Recreation Coordinator to the Community Services 2022-2023 budget.

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

1. The above recitals are true and correct;
2. The City Council hereby approves the recommended addition of a FTE Administrative Assistant allocation by the City Manager.
3. The City Council hereby approves the recommended addition of a FTE Recreation Coordinator allocation by the City Manager.
4. **Section 3. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. **Section 4. Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 5th day of December 2022 by the following vote:

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

(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Tiffany Flores
Acting City Clerk

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

December 5, 2022

ITEM NO: 10

SUBJECT: Consideration of Contract Amendment with 559 Mural for the Mural at the Salazar Center

BACKGROUND: On April 4, 2022, the City Council authorized entering into a contract with 559 Mural for the placement of a mural at the Salazar Center (see Attachment 2). Public Works staff put in a considerable amount of effort to ensure the canvas area was prepared for placement of the mural, with the 559 Mural team beginning work in late summer. While progress on the mural has been significant, delays caused by weather and supplies recently prompted the Director of 559 Mural to request an extension to their existing "Completion Date," as identified within the approved agreement. A request to extend the agreement timeline through February 28, 2023 was brought before the Council on November 21, 2022, but was continued to the next meeting due to some additional questions and feedback the Council had on the existing agreement and on-going mural.

DISCUSSION: In response to opening the agreement for amending of the completion date, Council would like to discuss certain design elements of the mural, with potential adjustments to be discussed and considered. Should the Council and Applicant mutually agree upon any changes to the approved mural design, as permitted within Section 7.c. of the current Agreement, Exhibit A of the Agreement will also need to be amended, and notation of such shall also be directed with Council action.

At this time, the Director of 559 Mural is also requesting that the Council consider:

- (1) Extension of the agreement "Completion Date" to that of January 31, 2023; and
- (2) Financial assistance to cover the costs of anti-graffiti and UV protection coatings, which are estimated to be \$870 total between the two coatings. Section 7.b. of the current agreement stipulates that the City is responsible for any repair needed to the mural. The placement of anti-graffiti and UV protection coatings is anticipated to serve as life-extending actions, thus minimizing future repair activities.

FISCAL IMPACT: Should the Council elect to provide financial assistance, as requested in item 2 above, the fiscal impact would be \$870. Should support not be approved, there would not be any fiscal impact to the City.

RECOMMENDATION: Staff recommends that City Council take the following actions:

- (1) Approve a resolution amending the Agreement's "Completion Date" to that of February 28, 2023. (Note: any adjustments to Exhibit A should also be notated for inclusion into the adopted resolution.)
- (2) Consider financial support for the mural in the amount of \$870.

Rob Terry
Deputy City Manager

Date

Fernando Santillan
City Manager

Date

Attachments

1. Resolution approving the amending of the Completion Date to 2/28/2023, and adjustments to Exhibit A (if applicable)
2. April 4, 2022 Selma City Council Item (559 Mural Approval)

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AMENDING THE AGREEMENT WITH 559 MURAL FOR THE EXTENSION OF THE COMPLETION DATE FOR THE MURAL AT THE SALAZAR CENTER

WHEREAS, on April 4, 2022, the City Council approved an agreement with 559 Mural for the placement of a mural at the Salazar Center in Selma; and

WHEREAS, 559 Mural has made significant progress on the mural, but has experienced delays due to weather events and supply shortages; and

WHEREAS, 559 Mural has requested an amendment to the current agreement, extending their “Completion Date” to that of February 28, 2023.

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

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

SECTION 2. The City Council hereby authorizes the City Manager, or their designee, to prepare and sign documents amending the contract to extend the “Completion Date” through February 28, 2023.

SECTION 3. All other sections and details of the existing contract are to remain unchanged.

PASSED, APPROVED AND ADOPTED this 5th day of December, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Tiffany Flores, Acting City Clerk

ITEM NO: 2.

SUBJECT: Consideration and necessary action to approve The 559 Mural Project Mural Painting on the Salazar Center.

BACKGROUND: The City Council has previously adopted a Mural Policy and application process for public murals in Selma. The policy requires murals to be placed on businesses and to be approved by the owner of the business. The policy also requires approval by the Selma Arts Council. Additionally, as the Salazar Center is a City-owned facility, approval is required by the City Council as the property owner.

At the July 19, 2021 City Council meeting, The 559 Mural Project on the Salazar Center was discussed and continued.

During the discussion, the City Council requested that The 559 Mural Project obtain the following:

- Written consent from the United Farm Workers (UFW) to use their logo as part of the mural;
- Written consent for the the City of Selma to use photos of the mural, including the UFW logo, for City-related promotions and on social media;
- Written consent from parents of the youth being represented in the mural;
- Consideration from the muralist to include an English version of the Spanish-language poem which was proposed as part of the mural.

DISCUSSION: Based on the previous discussion and recommendations from the City Council, below are the changes and accommodations that The 559 Mural Project representatives are proposing:

1. The UFW logo will be removed from the mural.
2. The book titles are not subject to copyright. The mural will slightly be revised just using a solid color for each of the books.
3. The parents of the two children that will be represented in the mural did provide a letter to The 559 Mural Project approving the use of the children's images.
4. Consent for the City's use of images of the mural for promotional purposes has been provided.
5. The City Council requested consideration that the poem be depicted in Spanish and English. The 559 Mural Project's cost of adding the poem in English is \$250.00 to the artist. The 559 Mural Project has agreed to pay a \$50.00 deposit fee, but is requesting the City cover the additional cost of \$200.00. With this contribution, The 559 Mural Project would add the City of Selma to the mural plaque as a donor. The Recreation Department has a Salazar Center donation fund, which, if approved, would be able to cover this expense.

6. The 559 Mural Project has requested flexibility in the Mural during the painting phase of the project. The City’s policy states that the design of the Mural as presented and approved may not be modified. If a modification is requested, an updated application must be submitted and approved. The 559 Mural Project is requesting City Council allow them some flexibility in the design as described within their Request Form that is attached.

The 559 Mural Project has also recently been awarded a grant in the amount of \$4,000.00 to help cover the team’s administrative costs and has raised an additional \$575.00 dollars. A \$500.00 donation is pending and, if approved, will go towards a ceremony of the completed mural project in collaboration with the Boys and Girls Club.

If approved, the mural project will have a six-month completion timeline in accordance with the City’s policy.

Attachments:

- Mural Design as Presented.
- Educate to Elevate - Selma Mural Permit Application.
- The 559 Mural Project Production and Copyright and Joint Ownership Agreement.
- Requests – The 559 Mural Project requests for mural design.
- Poem by Aideed Medina – English and Spanish.
- Donor Letter – Salazar Center.
- Selma COI – Certificate of Insurance.

<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).
\$200.00		\$200.00
<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).
General Fund: Salazar Center Donation Account Balance: \$1,854.00		None.

RECOMMENDATION: Approve the Mural as proposed at the Salazar Center and Authorize City Manager to execute The 559 Mural Project Mural Application.

Mikal Kirchner, Community Services Director

Fernando Santillan, City Manager





City of Selma
1710 Tucker Street
Selma, CA 93662
(559) 891-2200
Fax (559) 896-1068

Mural Application

Applicants: The 559 Mural Project and in partnership with Jose A. Moreno, III	Phone: 415-271-8224
Address: 111 St. Matthews Ave #402,	San Mateo, CA 94401
Property Owner: City of Selma	559-891-2200
Address: 1710 Tucker Street	Selma, CA 93662

1. Mural Details (Explain the nature of the mural including its size and materials utilized):

Mural Subject Matter:

The mural is culturally representative of the people who live in the community which is predominantly Latino, in particular Mexican descent. The mural promotes education, honors farmworkers, and has elements of social justice to shine light on current and relevant issues taking place today that impact the daily life of this community.

Mural Site:

The Salazar Center, 1800 Sheridan Street, Selma, CA 93662

Mural Dimensions:

Width: 62 ft (roughly), Height: 10.5 ft (just before the peak) so possibly add another 6ft

Materials:

Base colors

Chromatic mural paint

Spray Paint

General supplies like paint brushes, buckets, plastic drop cloth, wipes, tape, etc.

Scaffolding and ladder (1 week)

2. Describe why the proposal mural is important to the City of Selma? In particular, please explain the historical significance of the mural with respect to the growth and development of the City of Selma:

Our mural is entitled *Educate to Elevate or Elevamos con Educación*. The theme is four-fold: promoting education, honoring farmworkers, interweaving cultural symbols of Mexican-Americans and Mexicans, and lastly highlighting the ongoing fight for social justice and equity. Below describes the significance of many of the elements represented in the mural

1. We pay homage to farmworkers who can be seen in the foreground tending to the grape vines. A worker is wearing a United Farm Worker (UFW) hat symbolizing the importance of labor unions (still needs to be added to the mural imagery) – that maintain living wages and fight for the rights of farmworkers. The UFW logo is an Aztec eagle referencing the farmworker’s ties to their ancestral roots in Mexico. It is particularly important in this time of a global pandemic where we pay homage and respect to our essential workers, in particular those in the agricultural and food service industries.

2. In the mural to the left are hands cupping. Notice the hands are tired and worn from all the work in the fields. The hands though are holding/supporting the growth of a new plant, which could symbolize several items: a new harvest, the next generation, and/or prosperity. And as a community we have to nurture this growth with water, earth, love, care, justice, and equity.

3. Elements of social justice are sprinkled throughout the mural using the vehicle of education – books. We have chosen several book titles, both children and adult books (which we have received feedback from Selma educators and is subject to change as we gather more community feedback) that reflect Mexican-American stories of civil rights, cultural lessons, or even fantastical stories written by notable Latino authors that are not usually taught in American schools. It is through these stories we can gain a better appreciation for Mexican/Mexican-American history, arts, and culture.

4. We also have a monarch butterfly flying through the scene. But if you look closely you’ll see a caterpillar crawling as well as a cocoon suspended in the air and preparing itself for a great metamorphosis – becoming a butterfly. The Monarch Butterfly is significant to Mexican culture as it appears ubiquitously during the Day of Dead celebrations (Dia de los Muertos). It is believed that monarchs are the souls of their ancestor’s – specifically the monarchs carry their loved one to the world of living to visit on the celebrations. To the Mazahua and Otomi ingenious people of Mexico the Monarch butterfly plays a significant role in agriculture and represents the harvester.

Because it's amazing metamorphosis it is seen as a life giver by helping to spread seeds onto the land helping to generate a new harvest. This we can appreciate as the Mexican/Mexican-American community are the Monarch Butterflies for Selma, because without their hard work each harvest Selma's economy would cease to exist.

5. We also have two children which are large and cover the entire right side of the wall. We are highlighting their importance by reflecting on them. They are reading books which they will take in knowledge to expand their minds. They are dreaming of their futures as you can see above them [the children] are adults who appear to be in professional clothing indicating their career choices who are waving back and inspiring them.

6. We will have a poem written by local poet, Aideed Medina, a work in progress. We plan to incorporate a poem by Fresno poet, Aideed Medina. The poem might be written throughout the mural as if it were a book itself. But we are not sure 100% where this can go until the artists are out on the wall physically painting. Thus, we are requesting flexibility in this process.

7. We also have the mountain scene at the peak of the mural which represents the Sierra Nevada Mountains, literally Selma's backyard. In that scene we have adults in their professions, a graduate and a space researcher, waving to the children.

8. The flowers sprinkled throughout the mural are Marigolds reflecting Mexican culture. The Marigold symbolizes the fragility of life and is commonly used during the Day of Dead celebrations. After this year of the pandemic, reminding us how fragile life is and how many essential workers we lost on the front lines.

9. There is one Monarch Butterfly whose wings have images within them. To the top left of the wing we see a reference to Aztec and Indigenous cultures, to the bottom left we reference the social justice fist with the UFW Aztec eagle etched behind representing the continued fight for equity when it comes to workers' rights. To the top right is a farmworker carrying the crops and to the bottom right an image of family. The latter two images are reminiscent of Diego Rivera's work, a famous Mexican muralist who was also commissioned by President Eisenhower to create beautiful murals in the U.S.

10. We have a positive statement that will be written in Spanish, Sueña en grande; nunca olvidas tus raíces." which the kids in the neighborhood will appreciate.

11. We hope that children from the neighborhood could be represented in the mural. We have reached out to both the Salazar family and The Boys and Girls Club Unit Director requesting if there is interest.

References:

1. More Than Monarchs: Understanding Traditions linked to Monarch Butterflies. (2020). Retrieved from. <https://monarchjointventure.org/blog/more-than-monarchs-understanding-traditions-linked-to-monarch-butterflies>

Through this mural it is our goal to help spark inclusive revitalization and economic development in Selma's Barrio. According to the Selma's Active Transportation Report, it is clear that District 4 is a neglected community where 96% of the population is disadvantaged. One sees that the neighborhood lacks street lights, has poor and aging infrastructure, and lacks groceries stores and other amenities. We see development occurring, but that development appears to be designed to attract new and wealthier residents as opposed to making investments and improvements to a community that has been here for generations. Thus, through mural art and community dialogues our organization is helping to address the gross socio-economic and racial inequities that have negatively impacted this particular community. We hope that by spearheading more mural art or arts in general can empower the community and other leaders to drive inclusive economic development that will give folks in this community a sense of pride and where others can come to appreciate this community more.

3. *What is the timetable to commence and complete the subject mural:

We'd like to start mid-July or beginning of August, however, there are a few factors that could push us into September, which include reaching our funding goal and weather. Our funding goal is \$16,000. The artists' will take seven days to finish should the weather and funding permit.

*Murals must be completed within six months following final approval of the mural project. Failure to complete the project, will be the responsibility of the owner to paint over or be held responsible to pay for expenses paid by the City of Selma to paint over.

Owner's Initial: _____

4. Please explain what individuals, groups or organizations will install the mural? Also, please explain who will be responsible for its maintenance:

4a. The 559 Mural Project is a collective of activists advocating for artists and the arts to address racial injustice and social & economic inequities in the rural communities in Fresno County specifically through mural art and community dialogue. The Fresno Arts Council is our fiscal receiver, *EIN: 94-2902674*, 501 (c)(3).

We are composed of three empowered women born and raised in Selma, CA. We are motivated to address racial and socio-economic inequity through mural art and community dialogue in the rural communities of Fresno County. Our approach is to work with stakeholders such as artists, community activists, business owners, and city officials in order to achieve our goal of creating socially conscious and culturally relevant art that can become a focal point for a community conversation around racial injustice and socio-economic inequity. We hope that the murals will become a living part of the community and act as catalysts for the public to develop creative solutions surrounding inequities that affect our rural communities and can help to move the needle forward on change.

Selena Martinez Mak, Executive Director (LinkedIn- <https://www.linkedin.com/in/selena-martinez-mak/>)

Sirina Renee Resendez, Chief Operations Officer

Keanna Louise Salazar, PR and Marketing Director

Organization website: <https://559muralproject.mystrikingly.com/>

Link to Team Biographies: <https://559muralproject.mystrikingly.com/#the-team>

4b. We like to have a discussion with the city and negotiate terms.

5. Please provide the name, address, phone number and credentials of the artist who prepared the mural design:

Lead Artist:

Mikayla Gutierrez

Phone: 559-571-0280

Address: 911 W. Noble Ave Visalia, Ca 93291

Email: mikaylamgutierrezart@gmail.com

Professional Websites:

<https://www.instagram.com/mikaylamgutierrez/>

Artist Statement:

In my work I have used my love of art to process life experiences. Each piece is not only a study of real life, but are each a glimpse into the realm of my personal thoughts and feelings. Though they reflect some reality, these pieces also help the viewer fall deeper into the imagination of a young latina woman in the Central Valley, myself. Most of my artworks are representations of how I feel about myself, others, and concepts of life. I hope to continue expressing my life through paint to further tell my story.

Biography:

Mikayla Gutierrez is a young Chicana woman native to Visalia, California. Born and raised in the Central Valley, she has used her work to share her identity with the world and represent what it is to be a young female artist in her time. Since a young age, Mikayla has used art as a means of expression of her personal experiences. After spending 2 years studying art at College of the Sequoias, and 4 years into using art as her profession, Mikayla has dedicated her time to perfecting her craft, servicing the community, and using art as a means of living and thriving.

Mikayla has spent the past few years painting and drawing, using her time to work on her craft and exhibit as much as possible. Since the age of 17, she has consistently shown her work at local art shows, farmer markets, and venues. She has also exhibited her work at galleries like Arts Visalia, Arts Consortium, and Arte Americas in Fresno. Understanding that community is important, as well as representation for the Latino community, she has volunteered at the Tulare County library for children's face painting, has taught art classes and has hosted online painting sessions for children of our local libraries. Her greatest achievement was earning a certificate of achievement from the State of California, after painting a 40 foot mural at the Visalia Public Cemetery.

From painting for expression, to painting murals for local businesses, Mikayla has experimented in many mediums, one of those mediums being body art. Mikayla Gutierrez currently works as a professional tattoo artist at Body Art Gallery in Tulare, California, just 15 minutes from her hometown Visalia. She spends most of her time now creating custom black and grey realism tattoos for locals of the area. Inspired by mentors, local artists and her parents, Mikayla uses tattooing as a means of servicing an art to the community. In her spare time, she continues her craft in her personal art studio, working on commissions and new mural projects.

Assistant Artists:

Name: Nicole Jimenez
Phone: 559-283-0511
Address: 2604 Peach St. Selma, CA 93662
Email: nikkijimenez89@gmail.com

Professional Website:
https://www.instagram.com/rogue_customs_559/
https://www.instagram.com/nikki_jimenez/

Biography:

Nicole Jimenez is a self-taught artist from Selma, California who has participated and competed in many exhibits across the Central Valley. Some of the places her paintings have been shown include: the Fresno Fair, Fresno City Hall, Fresno Art Hop, Yosemite International Airport, Reedley's Annual Art Hop, as well as past exhibits in Hanford, Kingsburg, and Modesto.

As a child, she drew artistic inspiration from watching cartoons and drawing pictures from comic books; after high school she began to independently study the artists of the Italian Renaissance, and these subjects still continue to be a major influence on her work. Her most current subjects and inspiration for art has been her own family and Mexican-American heritage.

Name: Brandi Nuse-Villegas
Phone: 559-305-2617
Address: 713 East Andrews Ave, Fresno, CA 93704
Email: brandi@nusevillegas.art

Professional Websites:
www.nusevillegas.art
www.instagram.com/nusevillegasart/
www.patreon.com/brandinv

Biography:

Brandi Nuse-Villegas is an artist based in the Central Valley of California. Brandi's work explores the nature of the connections that make up the human experience and the deep desire to restore broken

connections. The invitation to touch her artwork is a strong conceptual and experiential component of that exploration. Her art forms include murals, assemblage, installation, photography, printmaking, drawing, and painting. Currently, she is working on portraiture in social justice contexts.

Brandi has lived in the Central Valley since 1989. Following undergraduate studies in 2000, Brandi returned to her adopted hometown, Dinuba, California, because of the sense of community there and a desire to pursue the vocation of artist within the larger community of the Central Valley. The past decade has afforded her the opportunity not only to make and show art in this context, but also to work with artists in new and developing art councils and communities, assist in the creation of art spaces, promote art making and sharing within faith communities, and teach art and creative expression in community venues. Her exploration of the role of art within the community has also included the practice of impromptu art making with the context of communal gathering and corporate expressions of worship as an element of multi-disciplinary interaction.

Her most recent mural was completed last fall for OnRamps Church in Fresno as part of its revitalization efforts.

Brandi received her B.S. in Studio Art with an emphasis on Drawing and Painting at Biola University in 2000. She will be pursuing her M.A. in Studio Art at California State University Fresno in Fall 2021.

Site: Address: 1800 Sheridan Street, Selma, CA 93662

Assessor's Parcel: APN is 390-083-18T

Current Zoning: Open Space (OS)

Mural Location: Wall facing the basketball courts.

Enclos

- 1) Mural Imagery- JPEG and PDF
- 2) Fresno Arts Council Agreement
- 3) Budget

The 559 Mural Project Production and Copyright Joint Ownership Management Agreement

This Agreement is made and entered into by the 559 Mural Project (henceforth “559”), the Artist known as Mikayla Gutierrez, whose place of business is 911 W. Noble Ave., Visalia, CA 93277, (henceforth “Artist”), and The City of Selma, the owner of the property located at Salazar Center, 1800 Sheridan Street, Selma, CA 93662 (henceforth “Client”) (collectively referred to as the “Parties”), on this date August 21, 2021 (“Effective Date”).

Recitals

WHEREAS 559 desires to produce a mural titled Educate to Elevate, depicting a theme that is four-fold: 1) Promoting education; 2) Honoring farmworkers; 3) Interweaving cultural symbols of Mexican-Americans and Mexicans, specifically focusing on the ancient Aztecs and Oaxacan peoples who have influenced this community for generations and Selma’s El Barrio in particular; 4) Lastly, there are elements of social justice and equity to reflect the continued fight for equality in this country (“The Mural”). The Mural will be depicted on a building wall of a community center located at 1800 Sheridan Street, Selma, CA 93662 (“Mural Site”). A description of the proposed mural, and agreed upon designs and plans are attached to this Agreement as Exhibit A.

WHEREAS Client agrees with the mission of 559 to address racial injustice and social and economic inequalities and is the owner of the Mural Site and desires to commission the construction of the Mural at the Mural Site

WHEREAS The Artist is a recognized professional artist and muralist.

WHEREAS 559 and the Artist have entered into a previous Agreement for the Artist’s services in the construction of the Mural

WHEREAS by this Mural Project Production and Copyright Joint Ownership Management Agreement (the “Agreement”), 559 and the Artist wish to restate their respective duties as co-creators of the Mural and their respective rights and duties in regard to managing the copyright of the Mural.

WHEREAS 559 has entered into a Fiscal Receivership with the Fresno Arts Council (“FAC”), dated October 1, 2020 (the “Fiscal Sponsor”) to permit fundraising and allocate funds raised for the production of the Mural. The Fiscal Receivership is attached to this Agreement as Exhibit B.

Now Therefore, the Parties agree as follows.

Agreements

1. **Mural Description.** The mural shall be culturally representative of the people who live in the community which is predominately Latino of Mexican descent. The mural

promotes education, honors farmworkers, and has elements of social justice to shine light on current and relevant issues taking place today that impact the daily life of this community. The dimensions of the mural shall be Width: 62ft (roughly), Height: 16.5ft.. The Mural will use the following materials: base colors, chromatic mural paint, spray paint, general supplies like paint brushes, buckets, plastic drop cloth, wipes, tape, etc. Scaffolding and ladder. The mural shall be judged complete when a final layer of anti-graffiti coating, specifically VandlSystem 1 gal. VandlGuard One Non-Sacrificial Anti-Graffiti Coating, is applied to the mural.

2. **Ownership.**

- a. **Of the Physical Mural.** Title of the Mural shall remain in 559 and the Artist in equal shares until the Artist receives the second payment pursuant to Section 4(c) of this Agreement, at which time title of the Mural will pass to the Client. In the event of termination pursuant to Section 11(a)(i) or 11(a)(ii) of this Agreement, the Client shall own the Mural in whatever degree of completion and shall have the right to complete the Mural according to the final design in Exhibit A, and the rights to exhibit and sell the Mural if the Client so chooses. Client shall have no ownership interest whatsoever in the Mural Intellectual Property, as defined below.
- b. **Of the Mural Intellectual Property.**
 - i. “Intellectual Property” Refers to intangible, non-physical creations of the human mind that are recognized by law. Intellectual Property includes, but is not limited to: Copyright, Trademark, Patent, Trade Secret, Publicity Rights, Moral Rights, and rights against Unfair Attribution.
 - ii. Copyrights. 559 and the Artist shall be joint authors and copyright holders. 559 and the Artist shall each own copyright in the Mural in equal shares, with the exception of any existing work that the Artist has incorporated into the Mural and identified in Exhibit A. 559 and the Artist agree to be bound by the restrictions in this Agreement upon their individual exercise of their copyrights in the Mural. **THIS AGREEMENT LIMITS THE ARTIST’S ABILITY TO EXERCISE THEIR COPYRIGHT IN THE MURAL.**
 - iii. Other Intellectual Property. Any other Intellectual Property arising from the creation of the Mural, with the exception of the Artist’s existing work listed in Exhibit A, shall belong to 559 and the Artist collectively, and exercise of such rights shall be a unanimous decision between 559 and the Artist.
 - iv. Transfer Restrictions. 559 and the Artist may not transfer their copyrights or other Intellectual Property under this Agreement to any third party except their designated heirs at death, or while living, to all other joint authors under this Agreement in equal shares. During the course of creating the Mural, 559 and the Artist may unanimously agree that another

party may be designated a joint author and own an equal share of the Mural Copyrights and Intellectual Property under this Agreement.

- v. Dissolution of 559. In the event that 559 dissolves at a future date, all ownership shares of the Mural that belong to 559 shall go to Artist. Artist will have complete ownership of the copyright of the Mural as of the date of 559's dissolution. 559 must inform Artist within thirty (30) days of dissolution. Artist will be responsible for updating the United States Copyright Office in the event that Artist receives full copyright of the Mural. 559 will use best efforts to assist Artist in recording the transfer of ownership with the United States Copyright Office.

c. License to Client

- i. 559 and Artist grants to the City and its assignees an irrevocable license to make two-dimensional reproduction of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, the official City of Selma website (<https://www.cityofselma.com/>), media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- ii. All reproductions by the City shall contain a credit to the Artist and 559 and a copyright notice in substantially the following form: © 2021 Mikayla Gutierrez and the 559 Mural Project.
- iii. If the Client wished to make reproductions of the Mural for commercial purposes including, but not limited to, tee shirts, post cards and posters, the Client and 559 shall execute a separate agreement to address the terms of the license granted by the 559 and the royalty that 559 and the Artist shall receive.

3. Mural Design.

- a. Initial Meetings.** Prior to any work beginning at the Mural Site, 559 and Artist shall schedule and hold a minimum of four (4) and a maximum of six (6) meetings, not to exceed two (2) hours each, and shall consult with each other on the Mural design, promotional materials, signage and all "Creative Matters". "Creative Matters: shall mean all artistic, graphic, and design elements for the entire mural. Client must approve the final design of the mural before any installation begins. The final agreed-upon designs and a description shall be attached to this Agreement as Exhibit A.
- b. Permits and Permissions.** The Client shall obtain any and all permits and permissions necessary for installation of the Mural at the Mural Site.
- c. Design Edits.** Artist and 559 shall cooperate to create the final design of the Mural. In addition to the Artist Compensation and Net Proceeds, below, Artist

will be paid \$15/hour for their time spent working on the Design of the Mural for the Initial Meetings, to a maximum of \$350 (“Design Compensation”). Artist will invoice 559 for Design Compensation. 559 shall cause Artist to be paid the Design Compensation within seven (7) days of receiving Artist’s invoice.

d. Design Changes. Any changes to the design in Exhibit A must be made in a writing signed by all Parties to this Agreement.

e. Commencement of Mural. Only design and illustration work may be started, and no work may be started on the actual Mural until at least 75% of the funds required for the entire Mural have been raised and such contributions actually have been received by the Fiscal Sponsor. Furthermore, work at the Mural Site will commence only after the Parties indicate their agreement as to the Mural design by signing and dating Exhibit A. Work on the Mural will begin no later than the Commencement Date given in Exhibit A of this Agreement. (“Commencement Date”).

4. Artist Duties, Representations, and Warranties. Artist shall be responsible for the design of the Mural and its construction. Artist’s work shall be completed no later than the completion date listed in Exhibit A of this Agreement (“Completion Date”). If, in the Artist’s judgement, the Mural cannot be completed by the Completion Date, Artist will give written notice to 559 and Client within three (3) days upon becoming aware of a delay, and the anticipated date that the Mural will be completed. Upon approval from 559 and Client, the Completion Date may be changed to the new date.

a. Independent Contractor. In the performance of the Mural production, it is expressly understood that Artist, including Artist’s affiliates, agents, volunteers, employees, and subcontractors, is an independent contractor solely responsible for their/his/her acts and omissions, and Artist shall not be considered an employee of 559 or Client for any purpose.

b. Artist Crew. In the performance of the Mural production, it is expressly understood that Artist will not hire, employ, or use additional crew beyond that disclosed to 559. Further crewmembers may be added by written agreement between 559 and Artist. It is expressly understood that any crew members hired, employed, or used by Artist are employees, volunteers, or independent contractors of Artist, and in no event will be an employee of 559 or Client. 559 or Client shall have no obligation regarding any employee, volunteer, or independent contractor of Artist.

c. Compensation. Artist will be paid a flat fee of \$3,500. (“Artist Compensation”). This payment will be made in two installments. The first payment will be made no later than fourteen (14) days after date this Agreement is signed. The second payment will be made no later than fourteen (14) days after the final layer of anti-graffiti coating, listed in Section 1 of this Agreement, is applied. Artist Compensation may be adjusted by an agreement signed by both Parties if circumstances make a material change to the design necessary. If a material change is needed, Artist must provide written notice to 559 within three (3) days

of becoming aware of the necessary change. In addition to the Artist Compensation listed in this Section and the Design Compensation in Section 3(c) of this Agreement, Artist may also receive Net Proceeds as defined in Section 6 of this Agreement. Artist will only receive Net Proceeds once their second payment under this Section has been received.

- d. **Attribution.** Notwithstanding the restrictions on Individual Exercise of IP Rights listed in Section 5 of this Agreement, Artist may depict the Mural on their website, on their social media accounts, and in their professional portfolio as an example of Artist's work. Artist shall be credited as co-creator on all promotional materials.
- e. **Original Work.** Artist represents and warrants that the mural is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Artist shall provide written releases to 559 from any persons, models, companies or other authors who are depicted in Artists Drafts attached to this Agreement in Exhibit A, or any final contributions to the Mural, in a form acceptable to 559.
- f. **Licenses.** Artist represents and warrants that they hold all licenses that are required by the state for their/her/his profession.
- g. **559 Dissolution.** In the event of 559's Dissolution, all restrictions on Artist's rights to exercise her copyright in the Mural shall be terminated. On the effective date of 559's dissolution, Artist will then be responsible for all licensing and enforcement actions of the Mural. Artist will no longer collect "Net Proceeds" as defined in Section 6 of this Agreement, but rather shall collect one hundred percent (100%) of all income from the Mural.

5. 559 Duties, Representations, and Warranties

- a. **Fundraising.** 559 shall be the lead fundraiser responsible for raising funds for production of the Mural. 559 shall make reasonable efforts to engage third parties as supporters and sponsors of the Mural.
- b. **Licensing. 559 SHALL BE THE EXCLUSIVE LICENSING AGENT FOR THE MURAL.** As the exclusive licensing agent, 559 shall have the sole and exclusive right to grant to third parties any right to reproduce, display, copy, create derivative works or otherwise use the Mural as the exclusive licensing agent for the Mural. The Artist will refer all requests to use the Mural for any purpose to 559.
- c. **Insurance.** Insurance for the Mural shall be secured and provided by 559 in accordance with Section 6 of Exhibit B.
- d. **Enforcement.** The powers and responsibilities 559 as the exclusive licensing agent for the Mural include the exclusive right to issue take down letters, negotiate, and to sue to enforce the Parties' copyrights in the Mural for any past, present, or future infringements of such copyrights ("Enforcement Actions"). 559 shall bear all costs and fees of such Enforcement Actions. Artist shall not

institute any take down notices, legal actions, or lawsuits of any kind arising from or related to the Mural and shall instead promptly notify 559 of any such infringements which come to Artist's attention. Artist shall cooperate fully with 559 in any enforcement action at no charge.

- e. **Agent's Commission.** 559 shall retain eighty percent (80%) of all Net Proceeds earned from licensing the Mural, and any awards from Enforcement Actions. The remainder of the Net Proceeds after the Agent's share shall be divided equally between 559 and Artist in accordance with Section 6 of this Agreement. In the event of 559's dissolution, 559 shall no longer collect an Agent's Commission for the Mural, and one hundred percent (100%) of all proceeds shall instead go to Artist.
- f. **Bookkeeping.** In accordance with the Fiscal Receivership attached as Exhibit B to this Agreement, FAC will maintain records of all income and expenses for the Mural, and for preparing any 1099s due to the Artist from the Net Proceeds, as "Net Proceeds" is defined below. Any financial reports related to Mural will be made available to the Artist within seven (7) business days upon request by the Artist to 559.
- g. **Work Time.** 559 represents and warrants that 559 will not set work hours for Artist except the Date of Commencement and Date of Completion.
- h. **Other Works.** 559 represents and warrants that Artist is free to take other clients, and work on other matters during the term of this Agreement, as long as such work and matters do not conflict or interfere with Artist's duties under this Agreement.

6. Net Proceeds.

- a. **Definition.** "Net Proceeds" shall mean the gross revenues actually received from any and all sources, *less* the actual costs and fees associated with such direct sales, licensing, or enforcement (such as costs of goods sold, legal fees, filing fees, agent's percentages (if any), postage and shipping, costs of litigation, and the like), *and less* a mutually agreed reserve for costs of goods sold, and vendors. For example, in an enforcement action, if an infringer pays \$10,000 to settle an infringement, and 35% of that (\$3,500) is paid to a lawyer for negotiating it, there remains \$6,500 in Net Proceeds to be distributed equally to 559 and Artist.
- b. **Division of Net Proceeds.** 559 and Artist shall divide the "Net Proceeds" of any direct sales of Mural merchandise, paid Licenses, and from enforcement of their IP Rights in the Mural equally.
- c. **Distribution of Net Proceeds.** 559 will distribute any moneys owed to Artist from Net Proceeds twice a year on the dates January 1st and June 30th.

7. Restoration, Repair, and Removal

- a. **Restoration Schedule.** Client shall decide when the Mural needs to be repaired and restored, the budget for such repair restoration, and how to raise the funds necessary for such repair or restoration. Notwithstanding the above, if Artist believes that the mural is not being repaired, Client must meet with Artist to discuss the matter within fourteen (14) days upon written notice from Artist.
 - b. **Responsibility for Repair.** Client shall be responsible for all repairs to the Mural. Any job to repair the Mural must first be offered to the Artist to complete at the rate of \$75/hour.
 - c. **Modification.** No modifications may be made to the installed Mural without the unanimous consent of all parties. If any unauthorized changes are made to the Mural following its installation, Artist and 559 may remove their names from the project.
 - d. **Removal.** Client may remove the mural at Client's expense if Client reasonably determines that the Mural is harming the Mural Site or limiting Client's ability to use the Mural Site for the purpose for which it is intended; provided that Client shall provide Artist and 559 with sixty (60) days' notice that Client intends to remove the mural at the end of the notice period. Before the end of the sixty-day period, Client must meet with Artist and 559 to discuss whether or not the Mural may remain at the Mural Site. If the Parties cannot agree that the Mural will remain at the Mural site, then Client shall work with Artist and 559 to find another suitable site for the mural.
8. **Taxes.** FAC shall deduct all appropriate taxes from any payments made to any Party under this Agreement. Artist will be responsible for deducting any and all appropriate taxes to any of their employees or independent contractors and shall comply with all government requirements.
9. **Indemnification.** To the extent legally permissible, each Party shall indemnify, hold harmless, and defend the other Party and the Party's agents, affiliates, employees, and volunteers against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or related to the indemnified Party's own intentional or grossly negligent acts, omissions, or performance of the indemnifying Party's obligations hereunder ("Indemnified Claims"), including but not limited to those for breach of a third party's Intellectual Property Rights, claims by a Party's employees or subcontractors against another Party, personal or property injury, or for payment owed to a third party by the Party whose indemnification is sought (the "Indemnifying Party"). The Parties or Party seeking indemnification shall provide the Indemnifying Party with reasonable notice, authority, and information to defend against such Indemnified Claims and will cooperate with the Indemnifying Party's defense efforts. The Party seeking indemnification may retain their own counsel to defend such Indemnified Claims at the Indemnifying Party's expense if the Indemnifying Party fails to reasonably and timely respond to the tender of an Indemnified Claim for defense and Indemnification.

10. Confidentiality. Each Party agrees that the terms of this Agreement will be kept confidential and will not be disclosed to any third-party, except: (a) As required in response to a court order or subpoena, after giving prior notice to the other Party and sufficient time for that Party to object to such disclosure, if possible; (b) To a governmental entity in connection with a tax audit or to comply with a tax obligation; (c) As otherwise required by law; (d) To the mediator/arbitrator in any mediation/arbitration regarding this Agreement; and (e) To the Party's attorneys, accountants, and tax advisers. If this Agreement or any of its terms are required to be filed in court or other public forum, each Party shall, to the extent possible, file this Agreement or its terms under seal or other similar permitted means, to prevent public disclosure of this Agreement and/or any of its terms. Notwithstanding the foregoing, each Party may disclose to third-parties that they have entered into a fiscal sponsorship agreement. This Agreement's terms, however, shall not be disclosed by any Party to any third-party except as provided herein.

11. Termination

- a. For Cause.** This Agreement may be terminated for Cause by a unanimous decision of 559 and the Artist. "Cause" shall mean:
- i.** if the Fiscal Sponsor terminates the Fiscal Sponsorship Agreement under Section 11 of the Fiscal Sponsorship Agreement in Exhibit B; or
 - ii.** The Client does not grant permission to install the Mural; or
 - iii.** if insufficient funds are raised to create and install the Mural; or
 - iv.** If the Parties are unable to agree on the design of the mural and neither Party wishes to proceed to mediation; or
 - v.** Failure to raise sufficient funds from direct sales, licensing, and enforcement of the Mural to make the production and management effort worth continuing.
- b. Without Cause.** This Agreement may be terminated without Cause by a unanimous decision of 559 and the Artist; or if dissolution, bankruptcy, or insolvency of either Artist or 559 occurs.
- c. What Happens Upon Termination.**
- i. Funds Dispersed.** Funds raised or reserved to date shall first be used to pay any outstanding debts or obligations related to the Mural, then to Artist according to the Section 4(c) of this Agreement, and then to the Fiscal Sponsor in accordance to Section 11 of the Fiscal Sponsorship Agreement listed as Exhibit B attached to this Agreement. 559 shall be responsible for notifying third parties such as contractors, including the Fiscal Sponsor, of the termination of the project. Artist is responsible for notifying their affiliates, employees, volunteers, and independent contractors of the termination of the project.

- ii. **Restrictions on Intellectual Property.** No restrictions on the Party’s exercise of their individual IP rights shall remain in place and each Party may do as they wish with their IP Rights. Artist will no longer be eligible to receive Net Proceeds as defined in Section 6 of this Agreement.

12. Force Majeure. No Party under this Agreement shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; explosion; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; damage or destruction of the facilities or locations where performance is required, denial of permits or permissions required for performance, or any other causes, contingencies, or circumstances anywhere in the World which prevent or make that Party’s performance under this Agreement impractical or impossible (a “Force Majeure Event”). If a Force Majeure Event occurs, the non-performing Party shall not be deemed to have breached this Agreement. Further, in the event that a Party is unable to meet its obligations because of such Force Majeure Event and the Mural is cancelled, the non-performing Party shall have no obligation to reschedule or refund fees paid hereunder.

13. Miscellaneous

- a. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations and proposed agreements, written or oral. The Parties acknowledge and warrant that neither they, nor their respective agents or attorneys, have made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement to induce the execution of this Agreement. Each Party acknowledges and warrants that they have not relied on any promise, representation, or warranty not contained in this Agreement in entering into this Agreement. Any promise, representation, or warranty that is not specifically contained in this Agreement will not be valid or binding on the Parties.
- b. **Modification.** Any modifications of this Agreement must be in writing and must be signed by the Parties by the modification.
- c. **Choice of Law.** This Agreement was entered into in the State of California. All rights and obligations arising out of this Agreement shall be construed under the laws of the State of California.
- d. **Successors.** The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates.

- e. **Surviving Language.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.
- f. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement, or an alleged breach thereof, shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. If the Parties are unable to agree on such an arbitrator, one will be appointed by the American Arbitration Association. The prevailing Party in any such arbitration shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the arbitration.
- g. **Mediation.** At least 30 days prior to demanding Arbitration pursuant to Section 13(f), above, the Parties agree that any dispute or claim arising out of or relating to this Agreement, or an alleged breach thereof, shall be mediated before a mutually agreeable neutral mediator selected by the Parties. If the Parties are unable to agree on a mediator, the Parties agree to mediate the dispute before a mediator or mediation panel selected by American Arbitration Association, or its successor. All costs of mediation shall be equally borne by the Parties. The mediation process shall continue until the dispute is resolved, until the Parties agree that mediation cannot resolve the dispute, or until such time as the mediator makes a finding that there is no possibility of resolution of the dispute through mediation.
- h. **Execution.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signature pages sent by electronic mail shall be binding as though they are originals.
- i. **Correspondence and Notices.** Any Correspondence and Notices will be to the Parties at the email addresses immediately in this Section, or to such other places that the Parties designate from time to time in writing.
 - i. **559 Email Address:** the559muralproject@gmail.com
 - ii. **Artist Email Address:** mikaylamgutierrezart@gmail.com
 - iii. **Client Email Address:** _____
- j. **Reliance.** The Parties agree that they have not relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement.
- k. **Authority to Sign.** Each person signing this Agreement represents and warrants that they/she/he has the authority to sign it and to bind any company on whose behalf they/she/he purports to sign.

Signatures

IN WITNESS WHEREOF, The Parties understand, agree to, and have executed this Agreement in Selma, CA on the dates below.



8/21/2021

For: The 559 Mural Project

Date



08/25/21

For: Artist

Date

For: Client

Date

1. During our previous meeting (in June 2021) with the City, they requested the Spanish version of the poem. We spoke with the poet, Aideed Medina, and this will require a \$250 fee. In good faith, we have paid the \$50 deposit so that we can have the Spanish version ready for our next meeting and thus we are requesting the City pay for the remaining balance of \$200 to Aideed Medina. Because of this contribution we can add the City of Selma to our mural plaque for recognition as a donor.
2. We are also asking for 3 pieces of flexibility by the Selma Arts Council in our execution of the Mural:
 - a. First, we ask that you grant us flexibility in making changes to the mural as we are executing it, meaning that major images, concepts, and writing will be kept but artists may be allowed to choose, for example, to change the color of the children's t-shirt, the addition of something like a bird, or the relative size of an element. We ask this, because, as an organization that advocates for the arts and artists, our artists need that flexibility in order to free their voice and allow true expression to take place while keeping to the clear guidelines you have set in the Mural Permit Guidelines.
 - b. Second, we ask that you grant us flexibility regarding the poem and where it will be placed within the mural. The current rendering of the mural you see in the proposal does not include the poem, which is a critical piece of the purpose of the Mural. In conversations with the artists, they recommended integrating the poem within the art piece during the process of creation so that it becomes a unified piece.
 - c. Lastly, we also ask you to grant us flexibility in the imagery of the two children.
 - i. Child one will represent the Salazar family, which you all know is central to the barrio.
 - ii. The family has agreed that the grandson of Karl Salazar, whose name is also Karl will be used in the mural.
 - iii. Regarding the second child in the imagery, we would like to illustrate is Samantha Cruzpedro who tragically died in 2020 which deeply impacted the community, especially since the original mural was removed for unknown reasons.
 - iv. These two children would represent our hopes and dreams for the next generation while celebrating those we may have lost.
 - d. We believe your pre-approval in this respect would make the most efficient use of your time, insight, and vision as well as that of our team and our team of artists so that we do not have to call emergency meetings.

Begin
the day with sights on
each and every opportunity,
a place the mind and spirit can call home.
Equity, in action,
you and I working to ensure
the air and water are clean
for everybody,
that our schools and libraries house
books and hopes,
on which to reach,
the next level
of books and hopes.
Selma builds on justice and vision,
a world of equity,
a city of bounty shared by all.

Todas las oportunidad
posibles
seran el comienzo
de cada dia,
un pueblo orgulloso de nuestras aspiraciones y dispuesto a nuestras comunidades.
Equidad, un hecho.
Tu y yo ,
luchando,
asegurando
la calidad de nuestra agua y nuestro aire,
de nuestras escuelas y bibliotecas.
Paso a paso
construyendo el paso por venir.
Selma, ciudad que se edifica con visión y justicia,
un pueblo de equidad,
un pueblo que comparte su abundancia.

The poem has been translated into Spanish and requesting the City to help pay the translation fee since the City asked it be written in Spanish. With their donation, we will recognize the City of Selma on our mural plaque.

November 9, 2021

Dear Potential Donor,

We are The 559 Mural Project, three empowered women born and raised in Selma, California. Some communities in Selma have been disinvested in and the 559 Mural Project is working to create mural art in order to spark inclusive revitalization and to strengthen pride in our hometown. If you are not yet familiar with our work we are the organization responsible for the production of the “De Colores” Mural at La Estrella Market on Whitson Ave.

We need your help to launch our next project at the beloved Salazar Center in El Barrio! For our next mural project, we have partnered with Jose A. Moreno, III, board member at the Selma Arts Council and three local artists Mikayla Gutierrez of Visalia, Nicole ‘Niki’ Jiménez of Selma, and Brandi Nuse-Villegas of Fresno. The mural is called “Educar para Elevar”, promoting imagery of education, honoring farmworkers, interweaving cultural symbols of Mexican-Americans and Mexicans. The mural imagery has already been approved by the Selma Arts Council and are confident we’ll be approved by the City of Selma next spring. As you know, the Salazar Center currently is home to clients such as the Boys & Girls Club where neighborhood children come to engage in incredible learning experiences and build community. **We need your support to use art to bring inclusive investment and revitalization and spark inspiration for learning. The cost of the mural is \$16,000.** This includes a whole host of expenses from artists fees, supplies, paint, equipment, general administration, operational, and promotional costs including a celebration event to unveil the mural, including a community dialogue, topic TBD at a later date.

With your generous support we can make a meaningful impact in our rural communities. **Get recognized by the local community!** We’ll display a plaque on/near the mural for community members and partners who give the requested donation tier levels (below). Please see an attached copy of the mural imagery.

We believe in creating a bright future for all in Selma. We’re excited to partner with you!

Sincerely,

Selena Martinez Mak (she/hers), Co-Founder & Executive Director
Sirina Renee Resendez (she/hers), Co-Founder & Operations Director
Keanna Louise Salazar (she/hers), PR & Marketing Director

Plaque Donation Levels

Large/Medium Companies \$1000	Foundations \$500	Small Business \$250
Teachers, School Admin \$100	Community Members \$50	Children \$1-\$5

SUPPORT YOUR COMMUNITY THROUGH ART

Donate Online

<http://bit.ly/GoFundMe559>

Please specify that this donation is to go to Selma's Salazar Center Mural

[QR CODE]



Donate By Check

Make checks payable to:
Fresno Arts Council
Please write on the note section of
check: The 559 Mural Project

Mail To:
Selena Martinez Mak
PO BOX 1002
Selma, CA 93662

The Fresno Arts Council is our fiscal receiver, Tax-ID 94-2902674, 501c3.
All Donations are 100% Tax Deductible.

About 559 Mural Project

We are The 559 Mural Project and we're motivated to address racial and socio-economic inequity through mural art and community dialogue in the rural communities of Fresno County. Our approach is to work with stakeholders such as artists, community activists, business owners, and city officials in order to achieve our goal of creating socially conscious and culturally relevant art that can become a focal point for a community conversation around racial injustice and socio-economic inequity. We hope that the murals will become a living part of the community and act as catalysts for the public to develop creative solutions surrounding inequities that affect our rural communities and can help to move the needle forward on change. We were inspired by fellow art educator, activist, and mural producer, Vicki Filgas Trevino, who helped bring the community together to create mural art in Selma's downtown after the economic crash of 2008. We are building upon this work to bring mural art to those communities that have been dis-invested in order to spark inclusive revitalization and strengthen community. Visit us at <https://bit.ly/the559muralproject>.

Our Work

We are the organization responsible for the production of the "De Colores" Mural at La Estrella Market on Whitson Ave which was painted by talented muralist team Ariel Bird Howe, Mauro Carrera, Mike Howe, Eddie O. Rodriguez, and Goku The Pink King. Our mural unveiling event demonstrated the community's appreciation for Selma's first mural celebrating Mexican American/Mexican and Chicano heritage, as well as, recognizing the realities of injustices that still impact our communities. We accomplished a great deal in little time because of an incredibly collaborative process and the financial support from the community. Our work was recognized by former Congressman TJ Cox of California, D-21.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walter R Reinhardt Insurance Agency, Inc. 499 West Shaw Avenue, Ste. 130 Fresno CA 93704-2516	CONTACT NAME: Regina Smith PHONE (A/C, No, Ext): (559) 226-4700 E-MAIL ADDRESS: regina@reinhardtinsurance.com	FAX (A/C, No): (559) 226-2345
	INSURER(S) AFFORDING COVERAGE	
INSURED Fresno Arts Council 1245 Van Ness Ave. Fresno CA 93721	INSURER A: NONPROFITS INS ALLIANCE OF CA NAIC # 011845	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2021-21816	09/07/2021	09/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-21816	09/07/2021	09/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2021-21816A-UMB	09/07/2021	09/07/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Social Service Professional Liability Directors & Officers			2021-21816 & 2021-21816-DO	09/07/2021	09/07/2022	1,000,000 occ 2,000,000 agg 1,000,000 occ 1,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re; Salazar Community Center, 1800 Sheridan St., Selma, CA 93662

CERTIFICATE HOLDER

CANCELLATION

City of Selma 1710 Tucker Street Selma CA 93662	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.