

## PARKS MAKE LIFE BETTER!® PROCLAMATION, 2020

This Proclamation recognizes the importance of access to local parks, recreation, trails, open space, and facilities as a respite for all Californians impacted by the COVID-19 pandemic. We therefore declare the month of July 2020 as Parks Make Life Better!® Month.

**WHEREAS**, Parks and Recreation *promotes physical, emotional and mental health and wellness* through organized and self-directed fitness, play, and activity; and

**WHEREAS**, Parks and Recreation *supports the economic vitality of communities* by providing frontline jobs, childcare for the essential work force and promoting community revitalization; and

**WHEREAS**, Parks and Recreation *creates memorable experiences* through engaging virtual and physically distanced programs, dynamic online events and new learning opportunities designed to keep families active while stay-at-home orders are in place and beyond; and

**WHEREAS**, Parks and Recreation *fosters social cohesiveness* in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

**WHEREAS**, Parks and Recreation *supports human development* and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and

**WHEREAS**, Parks and Recreation *strengthens community identity* by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and

**WHEREAS**, Parks and Recreation *facilitates community problem and issue a proclamation* by providing safe spaces to come together peacefully and facilitating conversations and services in order that our communities may heal both physically and emotionally; and

**WHEREAS**, Parks and Recreation *sustains and stewards our natural resources* by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

**WHEREAS**, Parks and Recreation *supports safe, vibrant, attractive, progressive communities* that make life better through positive alternatives offered in their recreational opportunities; and

**WHEREAS**, The California Park & Recreation Society has released a statewide public awareness campaign, "Parks Make Life Better!®" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services; now, therefore, be it resolved that the citizens of California recognize the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all Californians; and be it further resolved, that we declare the month of July 2020 as "Parks Make Life Better!®" Month.





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

July 6, 2020

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**ITEM NO:**

**1.a.**

**SUBJECT:** Consideration of a Resolution Authorizing Purchase of Dispatch Consoles and Radio Frequency (RF) Upgrade and execute Communication System and Service Agreement for New Police Station

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**RECOMMENDATION:** Staff recommends that City Council approve the Resolution Authorizing the City Manager to approve the purchase of Dispatch Consoles and Radio Frequency (RF) upgrade and execute the Communication System and Services Agreement for the new Police Station.

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**DISCUSSION:** As part of the construction of the City's new Police Station, the Dispatch Center is receiving a full equipment upgrade. To complete this, five new dispatch consoles and an analog conventional radio frequency (RF) for PD CH 1 and CH 2 need to be purchased. This will be an expansion of our dispatch consoles from 3 to 5. Our current system is 20 years old and has no warranty. This purchase was originally accounted for in the approved budget.

The cost description is as follows:

Description	Pricing
Equipment, Software & Licenses	\$273,624.00
HGAC Discount	(\$25,019.23)
Equipment, Software & Licenses Sub-Total	\$248,604.87
Implementation Services	\$193,356.00
Subtotal	\$441,960.87
System Discount based on contract execution by June 22, 2020	(\$88,392.17)
Grand Total with System Discount	\$353,568.70
Estimated Sales Tax (8.475% on Equipment, Software & Licenses)	\$16,855.41
Grand Total with Estimated Sales Tax	\$370,424.11

The system discount referenced above has been extend to July 15, 2020, to allow time to bring forward to Council for approval.

Staff requests authorization for the City Manager to approve this Communication System and Services Agreement to allow the vendors to purchase the necessary equipment and begin installation. The total value of this purchase would warrant a bid process but the pricing structure was quoted using an open cooperative agreement with Houston-Galveston Area Council who has completed a competitive bid process. The dispatch consoles and radio frequency system is specialized equipment with limited vendors to select from.



<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$370,424.11		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: PD Station Construction Fund		
Fund Balance: 3,214,749		


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**RECOMMENDATION:** Staff recommends that City Council approve the Resolution Authorizing the City Manager to approve the purchase of Dispatch Consoles and Radio Frequency (RF) upgrade and execute the Communication System and Services Agreement for the new Police Station.

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Isaac Moreno, Assistant City Manager

7-2-20  
Date

  
Teresa Gallavan, City Manager

7-2-20  
Date



**RESOLUTION NO. 2020-\_\_\_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AUTHORIZING CITY MANAGER TO PURCHASE DISPATCH CONSOLES AND  
RADIO FREQUENCY UPGRADES AND TO EXECUTE COMMUNICATION  
SYSTEM AND SERVICE AGREEMENT FOR POLICE STATION**

**WHEREAS**, in support of the construction of the new police station, to fully upgrade the internal operational equipment, the City is required to purchase five (5) new dispatch consoles, an analog conventional radio frequency for police department channels 1 and 2 and to enter into an associated communications system and services agreement for maintenance of such equipment; and

**WHEREAS**, funding for the purchase of the aforementioned equipment is from the Police Department Station Construction Fund and the purchase price is three hundred seventy thousand four hundred twenty-four dollars and eleven cents. (\$370,424.11)

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

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. The City Manager is authorized to purchase the dispatch consoles and radio frequency upgrades identified in this Resolution and to execute the associated communications systems and services agreement for maintenance of that equipment.

\*\*\*\*\*

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 6<sup>th</sup> of July 2020 by the following vote:

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

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

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





**MOTOROLA SOLUTIONS**

# SELMA POLICE DEPARTMENT

5-POSITION MCC 7500E DISPATCH CONSOLE AND RF UPGRADE

JUNE 5, 2020

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Motorola Solutions, Inc.  
10680 Trenea Street, Suite #200  
San Diego, CA. 92131

June 5, 2020

Selma Police Department  
1935 E Front Street  
Selma, CA 93662

Subject: 5-Position MCC 7500E Dispatch Console and RF Upgrade

Dear Lt. Tim Cannon:

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the Selma Police Department with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola Solutions' response includes a combination of hardware, software, and services. Specifically, this solution is for the Selma Police Department Dispatch Console and RF Upgrade and provides:

- One (1) K2 Conventional Core
- Five (5) MCC 7500E Dispatch Consoles
- Analog Conventional RF Upgrade for PD CH 1 and CH2

This proposal is subject to the enclosed Communications System and Services Agreement (CSSA), together with its Exhibits. This proposal shall remain valid until August 5, 2020. Selma Police Department may accept the proposal by delivering to Motorola Solutions the CSSA signed by your Selma Police Department representative. Alternatively, Motorola Solutions would be pleased to address any concerns Selma Police Department may have regarding the proposal. Any questions can be directed to your Manufacturer's Representative, Randy Emerzian, at (559) 647-6598, or your Motorola Senior Account Manager, Ian Castro, at (916) 796-7000.

We thank you for the opportunity to furnish Selma Police Department with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read 'Michael DeBenedetti', written over a horizontal line.

Michael DeBenedetti  
Area Sales Manager



SECTION 1

# SYSTEM DESCRIPTION

Motorola Solutions, Inc. ("Motorola Solutions") proposes an ASTRO 25 MCC 7500E dispatch console with an ASTRO Conventional Redundant K-core and an upgrade of the existing VHF Analog Conventional system. This will provide the Selma Police Department (Selma P.D.) with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

The dispatch console proposed would connect to the existing analog radio infrastructure via the conventional channel gateways and would allow for a future upgrade path to a fully digital P25 compliant radio system.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Selma P.D. with sophisticated network management and easy migration to future capabilities.

It also includes the upgrade of their existing VHF analog conventional multi-site voting voice communication system. As your existing equipment continues to age and more parts become obsolete, Motorola Solutions understands the importance of replacing your existing system to maintain your organization's mission critical operations.

The proposed redundant K-core and five (5) dispatch consoles will be located in the New Police Department Building. A system diagram is shown in Figure 1-1 below.

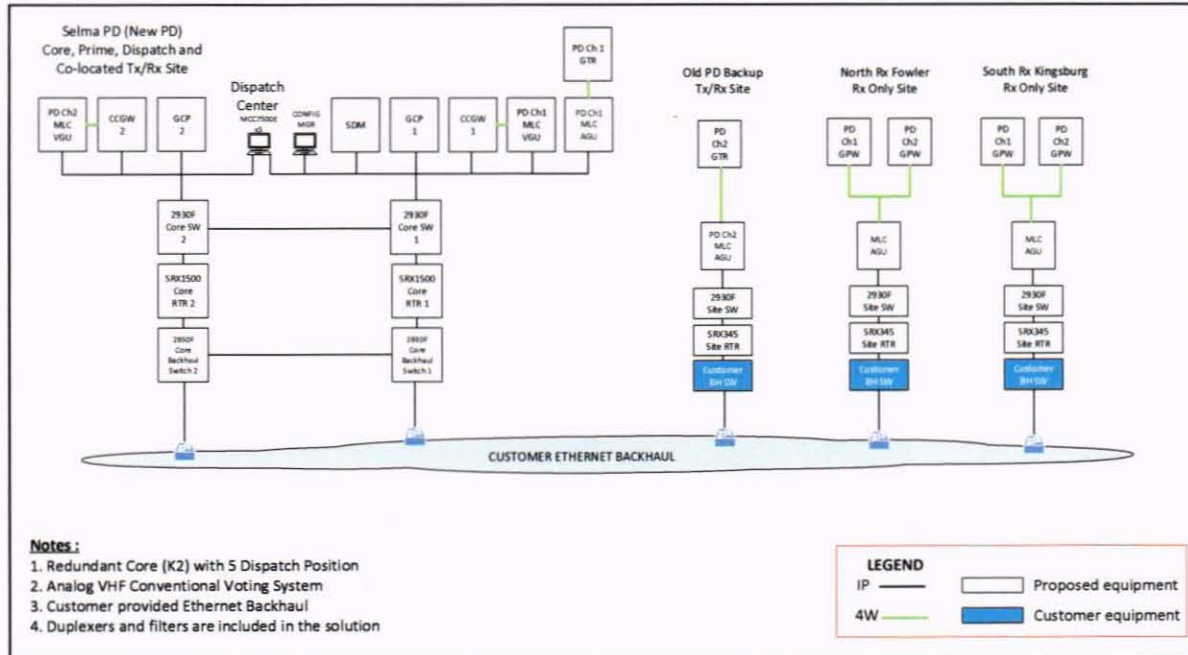


Figure 1-1: System Diagram – Selma P.D.

## 1.1 ASTRO 25 INFRASTRUCTURE

The proposed ASTRO 25 conventional system is comprised of an ASTRO 25 redundant conventional core site and (5) MCC 7500E consoles. A description of these subsystems and their equipment are discussed in this section.

### 1.1.1 Conventional Core Site Components

The ASTRO 25 Conventional Core is a scalable and virtualized core which provides an adaptable and affordable platform for mission critical wireless communications. The Conventional Core allows customers to interface channels to an IP-based MCC 7500 or MCC 7500E Console, provides a migration path for customers with fielded Motorola Solutions Conventional solutions, and allows the flexibility for customers to join a larger system in the future while maximizing their equipment investment. The Conventional Core is available in a non-redundant configuration or redundant configuration.

The core site proposed by Motorola Solutions is redundant, i.e. a dual controllers and network transport hardware.

#### 1.1.1.1 GCP 8000 Conventional Site Controller

The GCP 8000 Site Controllers (Figure 1-2) provides mission-critical call processing and mobility management throughout the ASTRO 25 conventional system. The GCP 8000 interfaces through the Ethernet LAN switch, providing access to the packet switched network through the Core Services Gateway. Equipped with a single controller module, the GCP 8000 can support the full set of dispatch consoles and conventional gateways.



Figure 1-2: GCP 8000 Controller

Two (2) GCP 8000 Conventional Site Controllers are included in this proposal.

#### 1.1.1.2 SRX 1500 Services Gateway

The SRX 1500 Services Gateways (Figure 1-3) are used for devices that forward packets beyond their local LAN. The gateways perform the routing control of audio, data, and network management traffic, replicating packets while achieving the fast access levels required by real-time voice systems. The Core site audio, data, control, and network management equipment interfaces to the dispatch sites, via the LAN switch through the SRX 1500 Services Gateway.

The SRX1500 Services Gateway consolidates security, routing, switching, and WAN interfaces for midsize distributed enterprises. With advanced threat mitigation capabilities, the services gateway provides cost-effective and secure connectivity across distributed enterprises. The services gateway simplifies network complexity, protects and prioritizes network resources, and improves user and application experience.





Figure 1-3: SRX 1500 Services Gateway

Two (2) SRX 1500 Services Gateway Routers are included in the Core.

#### 1.1.1.3 LAN Switches

The Core site equipment includes a set of LAN switches. Two switches are connected via 100 Mb Ethernet trunks. The LAN switches aggregate all the Ethernet interfaces for all servers, clients, and routers at the core.

Two (2) Core LAN switches and two (2) Core Backhaul LAN switches are provided in this system design.

#### 1.1.1.4 GGM 8000 Conventional Channel Gateway

Conventional Channel Gateways (CCGWs) (Figure 1-4) are used in the MCC 7000 Series Dispatch Consoles to connect the dispatchers to analog or digital conventional channels in their system.

The GGM 8000-based CCGW contains four analog ports and four V.24 ports plus an Ethernet port. Up to sixteen conventional channels can be connected to the analog and V.24 ports on a GGM8000-based CCGW. The eight channels can be any mixture of analog, MDC 1200 digital or mixed mode. Note that mixed mode channels must use a V.24 port for the digital portion. They cannot use IP.



Figure 1-4: GGM 8000 Conventional Channel Gateway

There will be two (2) 4-port CCGWs co-located with the Core equipment at the Selma Police Department New PD Office. Eight (8) analog resources will be connected to the CCGWs.

## 1.2 DISPATCH CONSOLE CONFIGURATION FOR SELMA P.D.

The proposed solution offers the Selma P.D. five (5) dispatch positions. Figure 1-5 shows an MCC 7500E operator position.



Figure 1-5: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

### 1.3 EMBRACING INTEROPERABILITY AND INTEGRATION

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple radio resources (i.e. multiple agencies), the dispatcher can patch together the respective radio resources (see Figure 1-6).

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

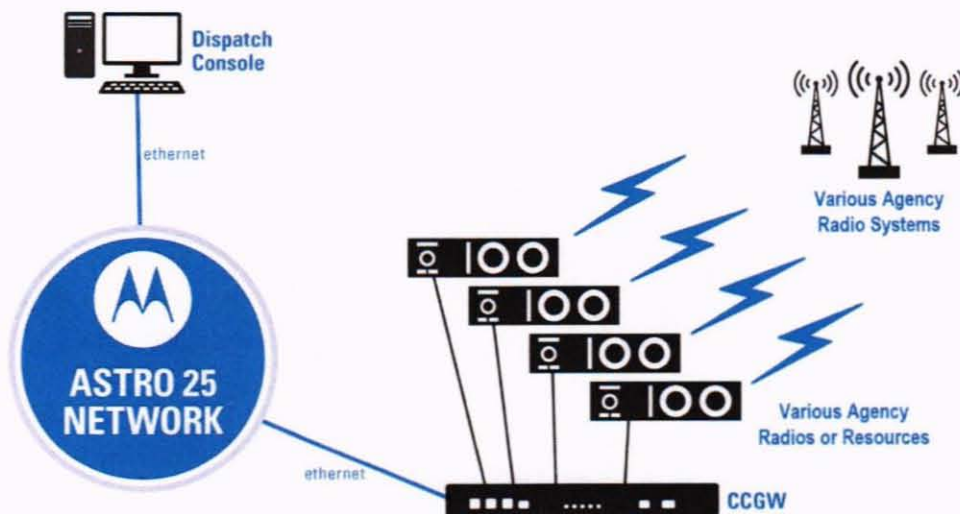


Figure 1-6: Patching Radio resources connect to the ASTRO 25 network through a CCGW.



### 1.3.1 Integration Capable with ASTRO 25 Networks

The proposed dispatch console can seamlessly integrate into an existing or new ASTRO 25 system, without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to Selma Police Department.

## 1.4 MAKING CONSOLES EASY TO OPERATE

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

### 1.4.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

#### 1.4.1.1 Elite Dispatch Graphical User Interface

The proposed Elite Dispatch GUI is an enhanced version of Motorola Solutions Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the proposed console GUI easy to learn and operate.

#### 1.4.1.2 Inbound Event Display

For those users who prefer a call-based GUI, the proposed console supports the Inbound Event Display (IED) GUI. The IED GUI displays incoming radio events in a queue format. The dispatcher can manage and respond to these events directly from the queue.

Filtering and sorting features are available to allow the information in the queue to be tailored to the needs of the dispatcher. The console can be configured to operate in "quiet mode" when using the IED GUI. This is well suited to customers who operate in a Request-To-Talk (RTT) environment.

## 1.5 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component



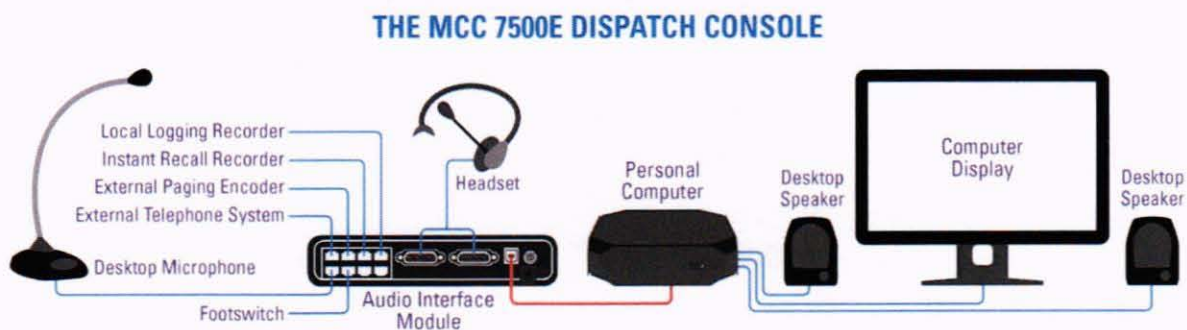
of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

### 1.5.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in Figure 1-7 titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.



**Figure 1-7: MCC 7500E Dispatch Position supports multiple accessories.**

#### **Audio Interface Module (AIM)**

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

#### **Personal Computer (PC)**

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

#### **Computer Display**

The dispatch position will use a Computer Display but these are not included in this proposal.

#### **Enhanced Integrated Instant Recall Recorder (IRR)**

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.



### **Desktop Speakers**

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific channel. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

### **Headset Jack**

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

### **Gooseneck Microphone**

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

### **Footswitch**

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

## **1.6 CONVENTIONAL BASE RADIO**

### **1.6.1 Architecture**

Direct radio frequency (RF) communication – relying solely on the transmitter output power of a portable or mobile radio – is not always enough to successfully network a fleet of field radios throughout a system coverage area. When coverage over a large area or in a building is required, an infrastructure must be added to complete the network.

Conventional systems vary in both size and sophistication. Systems are often configured as single-site or multi-site depending on the coverage or "talk range" that is desired. A basic conventional system consists of a GTR8000 repeater or base station. The system can be expanded to increase system wide coverage by adding equipment to make it a standalone multi-site, voting, simulcast or multi-cast system.

#### **1.6.1.1 Single Site**

The basic conventional configuration is the single-site system. A single-site system contains either one base station or one repeater, and operates over the distance that the transmitter covers. When a system mobile or portable radio is within range of the station, they are able to communicate to dispatch or other mobile/portable users.

Single-site systems provide excellent service in a small geographical area.

#### **1.6.1.2 Multi-Site**

When a single site transmitter does not provide the coverage needed in a conventional system, a multi-site solution is the answer. A multi-site system contains multiple sites throughout the service area, extending radio coverage beyond that of a single-site system.



The basic multi-site configuration is simply standalone base stations or repeaters located at different sites throughout the user's coverage area. As users move through the expanded coverage area of a standalone configuration, they need to know the coverage footprint of each station, and manually select their channel. In a standalone configuration, only the receiving base station retransmits the signal. Thus, only the subscribers listening to this channel will hear the communication.

Standalone multi-site works well in systems where specific user groups have specific coverage areas, and do not typically roam throughout the system.

Different system designs and methods such as voting, simulcast, and multi-cast can be applied to the multi-site system to extend radio range and ease subscriber radio operations.

### 1.6.1.3 Voting

Receiver voting system topologies are used when a single transmitter provides sufficient outbound coverage, but a single receiver does not provide sufficient inbound coverage for subscriber transmissions. To provide balanced coverage, multiple satellite receivers are added to cover "dead spots" created by buildings, foliage, valleys, or hills.

Since the receivers operate on the same frequency, it is possible that a field radio may simultaneously hit multiple sites when transmitting. To ensure that the best audio from these satellite receivers is processed, a voting comparator compares and selects the best signal. This signal is then forwarded to the transmitter for rebroadcast to the subscriber units, as well as the console for dispatcher monitoring.

The Conventional System proposed for the Selma P.D. is a Voting System.

## 1.6.2 Mode

### 1.6.2.1 Analog-Only Operation

Analog voice is the basis of a conventional system. An analog conventional system simply rebroadcasts the user's analog voice out to the other subscribers, increasing the system's coverage area.

### 1.6.2.2 Digital-Only Operation

ASTRO is a completely digital system platform developed by Motorola Solutions. In a Motorola Solutions ASTRO system, analog voice is converted to a digital signal at the subscriber level before being transmitted across the network. Through the use of digital signaling, ASTRO systems provide many system features above and beyond the basic "talk and listen" of analog technology. ASTRO technology offers the following features:

- Compliant to the APCO Project 25 standard.
- Digital and analog voice capability.
- Expanded signaling capabilities.
- More efficient use of existing RF spectrum



### 1.6.2.3 Mixed-mode Operation

A conventional system can also operate in mixed mode, allowing a customer to have both analog and ASTRO subscribers on the same system. This allows a system to operate with both analog and digital mobile and portable units, providing a migration plan from an analog system to a digital system.

The Conventional System proposed for the Selma P.D. is an Analog-Only Operation.

## 1.6.3 Conventional Systems Components

The system designed for Selma P.D. consists of the following major components:

- GTR 8000 Base Station/Repeater.
- GPW 8000 Receiver.
- MLC 8000 Analog Comparator.
- MLC 8000 Sub-site Link Converter.
- SRX345 Site Gateway.
- Ethernet Switch.

This section of the system description contains descriptions of these components.

### 1.6.3.1 GTR 8000 Base Radio

The GTR 8000 base radio supports Motorola Solutions single, multi-site, and high performance data systems. The modular software design coupled with the Software Download Manager enhances the ability for future upgrades. The GTR 8000 base radio ships with a transceiver, power supply, and power amplifier.

The power supply allows operation from both AC and DC power. Also, the standard battery-revert and charging eliminates the need for an Uninterruptible Power Supply in many installations.

One GTR 8000 base radio is needed per channel at each site. The standalone base radio only occupies 3-rack units of space allowing for efficient use of expensive site space.

The Conventional GTR 8000 base radio is future proofed to handle LMR technology changes of the next 10-20 years. Software upgrades are available to refresh the station through:

- Analog 12.5 kHz/25 kHz.
- P25 Phase I Trunking and Conventional (FDMA and LSM).
- High Performance Data (HPD).
- P25 Phase II Trunking TDMA.

The proposed system includes the following:

- Conventional GTR 8000 Repeaters:
  - New PD Main Office for PD Channel 1.
  - Old PD Backup Site for PD Channel 2.

### 1.6.3.2 GPW 8000 Receiver

The GPW 8000 Receiver supports Motorola Solutions conventional voting and simulcast/voting system topologies. The receiver is used to increase in-bound signal coverage for infrastructure



systems so that mobile or portable coverage can be improved without deploying a full-size transmit and receive site.

The conventional GPW 8000 Receiver is based on the same hardware platform as the Conventional GTR 8000 Base Radio. The GPW 8000 Receiver supports the 700 MHz, 800 MHz, UHF, and VHF frequency bands and receive Compatible 4-level Frequency Modulation (C4FM) for traffic channel communications.

The GPW 8000 Receiver is supported in the same topologies, site types, and hardware configurations as the conventional GTR 8000 Base Radio and supports both IP infrastructure interfaces for ASTRO® 25 7.x conventional and trunked systems, V.24 infrastructure interface for existing ASTRO® 25 3.1 conventional systems, and Analog 4 wire interface for existing Analog conventional systems.

The proposed system includes two (2) Conventional GPW 8000 Receiver sites located at Fowler and Kingsburg.

### 1.6.3.3 MLC 8000 Analog Comparator

The MLC 8000 is a versatile, compact product platform that allows gradual migration of analog voting / simulcasts systems from circuit connectivity to IP networks. The MLC 8000 analog comparator is compatible with both the GTR 8000 and QUANTAR repeaters. It provides analog voting, simulcast, multicast, mixed-mode multicast, and mixed-mode voting functionality, giving maximum design flexibility for voting up to 16 sub-sites.

There are two configurable analog voting modes:

- **Vote & Hold** – One audio resource is selected and maintained throughout the call.
- **Continuous Voting** – The MLC 8000 continues to sample all active audio resources for the best received audio signal.

Two (2) MLC 8000 Analog Comparators at the Selma Police Department New PD Office are included in the proposal.

### 1.6.3.4 MLC 8000 Sub-Site Link Converter

The MLC 8000 sub-site link converter can be used to provide IP backhaul for customers wishing to transition from circuit based backhaul without replacing existing legacy station equipment. This device provides up to four v.24 interfaces connected to the legacy stations and an Ethernet connection that can be connected to Ethernet based comparators like the GCM 8000 and GRV 8000. This sub-site link converter provides receiver status tone and base station Tone Remote Control (TRC) signaling on each of its four analog interfaces (non-simulcast voting configurations).

This proposal includes one (1) MLC 8000 sub-site link converters located at the Selma Police Department New PD Office, Old PD Backup Site, Fowler and Kingsburg.

### 1.6.3.5 SRX345 Site Gateway

The SRX 345 Site Gateways are used for devices that forward packets beyond their local LAN. The gateways perform the routing control of audio, data, and network management traffic, replicating packets while achieving the fast access levels required by real-time voice systems. The Core site audio, data, control, and network management equipment interfaces to the dispatch sites, via the LAN switch through the SRX 345 Site Gateway.





The SRX 345 Site Gateway consolidates security, routing, switching, and WAN interfaces for midsize distributed enterprises. With advanced threat mitigation capabilities, the services gateway provides cost-effective and secure connectivity across distributed enterprises. The services gateway simplifies network complexity, protects and prioritizes network resources, and improves user and application experience.

One (1) SRX 345 Site Gateway at Old PD Backup Site, Fowler and Kingsburg are included in this proposal.

#### 1.6.3.6 Ethernet Switch

The RF Sub-site equipment includes a Site LAN switch and a Backhaul Switch. The Site LAN Switch aggregates all the Ethernet interfaces for all servers and router at the RF Sub-site. The Backhaul Switch aggregates all the Ethernet links from remote sites.

One (1) Site LAN switch for the Old PD Backup Site, Fowler and Kingsburg are included in the proposal. The Backhaul Switches at the remote sites will be provided by the customer and will interface to the customer provided Layer 2 backhaul network.

### 1.6.4 Prime and RF Sites

#### 1.6.4.1 Prime Site

In the proposed VHF Analog Conventional Voting System, MLC 8000 Analog Comparators are located in the Prime site. They are connected to the Core LAN switch via IP.

The prime site will be located at the Selma Police Department New PD Office and will consist of the following components:

##### **Selma Police Department New PD Prime Site**

- Two (2) MLC 8000 Analog Comparator for PD Channel 1 and Channel 2.

These components will be connected to the Core LAN Switches.

#### 1.6.4.2 RF Sites

##### **Selma Police Department New PD Office RF Sub-site (Co-located with Prime Site)**

The following equipment are included for the Selma Police Department New PD Office RF Sub-site:

- One (1) MLC 8000 sub-site link converter for PD Channel 1.
- One (1) VHF Analog Conventional Base Stations Repeater for PD Channel 1.
- One (1) Duplexer.

Since they are co-located, the MLC 8000 sub-site link converter will connect directly to the Core LAN Switches at this site.

##### **Old PD Backup RF Sub-site**

The following equipment are included for the old PD RF Sub-site:

- One (1) MLC 8000 sub-site link converter for PD Channel 2.
- One (1) VHF Analog Conventional Base Stations Repeater PD Channel 2.

- One (1) Duplexer.
- One (1) SRX 345 Site Router.
- One (1) Site LAN Switch.

#### **Fowler and Kingsburg RF Sub-sites**

The following equipment are included for each Sub-sites:

- One (1) MLC 8000 sub-site link converter.
- Two (2) VHF Analog Conventional Base Stations Receivers.
- One (1) SRX 345 Site Router.
- One (1) Site LAN Switch.





SECTION 2

# EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

Location and Type	Item	O	Qty	Part Number	Description
New PD - Core	1	-	1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE
New PD - Core	1	a	1	CA02259AA	ADD: Redundancy
New PD - Core	1	b	2	CA01896AB	ADD: BACKHAUL SWITCH
New PD - Core	1	c	2	CA01663AB	ADD: RACK
New PD - Core	2	-	2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
New PD - Core	3	-	2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
New PD - Core	4	-	3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
New PD - Core	5	-	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
New PD - Core	6	-	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
New PD - Core	7	-	1	T7885	MCAFFEE WINDOWS AV CLIENT
New PD - Dispatch	8	-	1	B1948	MCC 7500E DISPATCH POSITION LICENSES
New PD - Dispatch	8	a	5	UA00653AA	ADD: BASIC CONSOLE OPERATION
New PD - Dispatch	8	b	5	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
New PD - Dispatch	8	c	5	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
New PD - Dispatch	8	d	5	UA00661AA	ADD: ENHANCED IRR
New PD - Dispatch	9	-	1	B1949	MCC 7500E SOFTWARE DVD
New PD - Dispatch	10	-	5	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
New PD - Dispatch	11	-	10	B1952	SPEAKER, DESKTOP, USB
New PD - Dispatch	11	a	10	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
New PD - Dispatch	11	b	10	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
New PD - Dispatch	11	c	10	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
New PD - Dispatch	12	-	5	B1941	USB AUDIO INTERFACE MODULE
New PD - Dispatch	13	-	5	B1951	MICROPHONE, DESKTOP, USB
New PD - Dispatch	13	a	5	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
New PD - Dispatch	14	-	10	B1913	MCC SERIES HEADSET JACK
New PD - Dispatch	15	-	5	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
New PD - Dispatch	16	-	5	T7885	MCAFFEE WINDOWS AV CLIENT
New PD - Dispatch	17	-	1	DSF2B56AA	USB EXTERNAL DVD DRIVE
New PD - Dispatch	18	-	5	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB

5-Position MCC 7500E Dispatch Console and RF Upgrade

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Equipment List 2-1



Location and Type	Item	O	Qty	Part Number	Description
New PD - Dispatch	19	-	5	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
New PD - Dispatch	20	-	5	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
New PD - Dispatch	21	-	5	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
New PD - Dispatch	22	-	1	F4543	SITE MANAGER BASIC
New PD - Dispatch	22	a	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
New PD - Dispatch	22	b	3	V592	AAD TERM BLCK & CONN WI
New PD - Dispatch	23	-	2	SQM01SUM0205	GGM 8000 GATEWAY
New PD - Dispatch	23	a	2	CA01616AA	ADD: AC POWER
New PD - Dispatch	23	b	2	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY
New PD - Prime	24	-	2	F2979	MLC 8000
New PD - Prime	24	a	2	VA00784AA	ANALOG CONVENTIONAL VOTING COMPARATOR/GATEWAY
New PD - Prime	24	b	2	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
New PD - Prime	24	c	2	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
New PD - Prime	25	-	1	DDN9748	19 INCH BLACK SHELF
New PD - Tx/Rx	26	-	1	T7039	GTR 8000 Base Radio
New PD - Tx/Rx	26	a	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
New PD - Tx/Rx	26	b	1	X530BG	ADD: VHF (136-174 MHZ)
New PD - Tx/Rx	26	c	1	CA01949AA	ADD: ANALOG ONLY CONV SW
New PD - Tx/Rx	26	d	1	CA03111AA	ADD: CEC COMPLIANCE
New PD - Tx/Rx	26	e	1	CA01951AA	ADD: ANALOG CONVENTIONAL VOTING SOFTWARE
New PD - Tx/Rx	26	f	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
New PD - Tx/Rx	26	g	1	X265AM	BR PRESECTOR, 150-174 MHZ
New PD - Tx/Rx	26	h	1	X153AW	ADD: RACK MOUNT HARDWARE
New PD - Tx/Rx	27	-	1	DSDB4059	DB4059, 148-174 MHZ BANDPASS REJECT DUPLEXER
New PD - Tx/Rx	28	-	1	F2979	MLC 8000
New PD - Tx/Rx	28	a	1	VA00784AA	ANALOG CONVENTIONAL VOTING COMPARATOR/GATEWAY
New PD - Tx/Rx	28	b	1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
New PD - Tx/Rx	28	c	1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
Old PD BU - Tx/Rx	29	-	1	T8492	SITE ROUTER & FIREWALL- AC
Old PD BU - Tx/Rx	29	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
Old PD BU - Tx/Rx	29	b	1	CA03448AA	ADD: STATEFUL FIREWALL
Old PD BU - Tx/Rx	30	-	1	CLN1868	2930F 24-PORT SWITCH

Use or disclosure of this proposal is subject to the restrictions on the cover page.

5-Position MCC 7500E Dispatch Console and RF Upgrade



Location and Type	Item	O	Qty	Part Number	Description
Old PD BU - Tx/Rx	31	-	1	T7039	GTR 8000 Base Radio
Old PD BU - Tx/Rx	31	a	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
Old PD BU - Tx/Rx	31	b	1	X530BG	ADD: VHF (136-174 MHZ)
Old PD BU - Tx/Rx	31	c	1	CA01949AA	ADD: ANALOG ONLY CONV SW
Old PD BU - Tx/Rx	31	d	1	CA01951AA	ADD: ANALOG CONVENTIONAL VOTING SOFTWARE
Old PD BU - Tx/Rx	31	e	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
Old PD BU - Tx/Rx	31	f	1	CA03111AA	ADD: CEC COMPLIANCE
Old PD BU - Tx/Rx	31	g	1	X182CB	ADD: DUPLEXER, 144-160 MHZ), THEN TX AND RX MUST BE 144-160
Old PD BU - Tx/Rx	31	h	1	X265AM	BR PRESECTOR, 150-174 MHZ
Old PD BU - Tx/Rx	31	i	1	X153AW	ADD: RACK MOUNT HARDWARE
Old PD BU - Tx/Rx	32	-	1	F2979	MLC 8000
Old PD BU - Tx/Rx	32	a	1	VA00784AA	ANALOG CONVENTIONAL VOTING COMPARATOR/GATEWAY
Old PD BU - Tx/Rx	32	b	1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
Old PD BU - Tx/Rx	32	c	1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
Old PD BU - Tx/Rx	33	-	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
Old PD BU - Tx/Rx	34	-	1	DDN9748	19 INCH BLACK SHELF
N. Fowler - Rx Only	35	-	1	CLN1868	2930F 24-PORT SWITCH
N. Fowler - Rx Only	36	-	1	T8492	SITE ROUTER & FIREWALL- AC
N. Fowler - Rx Only	36	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
N. Fowler - Rx Only	36	b	1	CA03448AA	ADD: STATEFUL FIREWALL
N. Fowler - Rx Only	37	-	1	T7540	GPW 8000 RECEIVER
N. Fowler - Rx Only	37	a	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
N. Fowler - Rx Only	37	b	1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
N. Fowler - Rx Only	37	c	2	X530BH	ADD: VHF (136-174 MHZ)
N. Fowler - Rx Only	37	d	2	CA01949AB	ADD: ANALOG ONLY CONV SW R/X ONLY
N. Fowler - Rx Only	37	e	1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE



Location and Type	Item	O	Qty	Part Number	Description
N. Fowler - Rx Only	37	f	1	CA03111AA	ADD: CEC COMPLIANCE
N. Fowler - Rx Only	37	g	1	X153AW	ADD: RACK MOUNT HARDWARE
N. Fowler - Rx Only	38	-	1	F2979	MLC 8000
N. Fowler - Rx Only	38	a	1	VA00784AA	ANALOG CONVENTIONAL VOTING COMPARATOR/GATEWAY
N. Fowler - Rx Only	38	b	1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
N. Fowler - Rx Only	38	c	1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
N. Fowler - Rx Only	39	-	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
N. Fowler - Rx Only	40	-	1	DDN9748	19 INCH BLACK SHELF
S. Kingsburg - Rx Only	41	-	1	CLN1868	2930F 24-PORT SWITCH
S. Kingsburg - Rx Only	42	-	1	T8492	SITE ROUTER & FIREWALL- AC
S. Kingsburg - Rx Only	42	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
S. Kingsburg - Rx Only	42	b	1	CA03448AA	ADD: STATEFUL FIREWALL
S. Kingsburg - Rx Only	43	-	1	T7540	GPW 8000 RECEIVER
S. Kingsburg - Rx Only	43	a	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
S. Kingsburg - Rx Only	43	b	1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
S. Kingsburg - Rx Only	43	c	2	X530BH	ADD: VHF (136-174 MHZ)
S. Kingsburg - Rx Only	43	d	2	CA01949AB	ADD: ANALOG ONLY CONV SW R/X ONLY
S. Kingsburg - Rx Only	43	e	1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
S. Kingsburg - Rx Only	43	f	1	CA03111AA	ADD: CEC COMPLIANCE
S. Kingsburg - Rx Only	43	g	1	X153AW	ADD: RACK MOUNT HARDWARE
S. Kingsburg - Rx Only	44	-	1	F2979	MLC 8000
S. Kingsburg - Rx Only	44	a	1	VA00784AA	ANALOG CONVENTIONAL VOTING COMPARATOR/GATEWAY

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5-Position MCC 7500E Dispatch Console and RF Upgrade

2-4 Equipment List

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Location and Type	Item	O	Qty	Part Number	Description
S. Kingsburg - Rx Only	44	b	1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
S. Kingsburg - Rx Only	44	c	1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
S. Kingsburg - Rx Only	45	-	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
S. Kingsburg - Rx Only	46	-	1	DDN9748	19 INCH BLACK SHELF
Spares - Dispatch	47	-	1	B1941	USB AUDIO INTERFACE MODULE
Spares - Dispatch	48	-	1	B1952	SPEAKER, DESKTOP, USB
Spares - Dispatch	49	-	1	B1913	MCC SERIES HEADSET JACK
Spares - Dispatch	50	-	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB



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SECTION 3

# STATEMENT OF WORK

Motorola Solutions is proposing to Selma P.D. installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Selma Police Department New Police Department (Core, Dispatch and Prime Site)	<ul style="list-style-type: none"> <li>One (1) Redundant Conventional K-Core (K2 Core).</li> <li>Five (5) MCC7500E Dispatch Consoles.</li> <li>Two (2) MLC 8000 Analog Comparators for PD Ch 1 and PD Ch2.</li> <li>Two (2) Core LAN Switch.</li> <li>Two (2) Core Backhaul Switch.</li> <li>Two (2) Core Router.</li> <li>One (1) SDM 3000.</li> <li>One (1) Configuration Manager.</li> <li>Two (2) GGM 8000 Conventional Channel Gateway (Low Density).</li> </ul>
Selma Police Department New Police Department RF Sub-site (Co-located with above)	<ul style="list-style-type: none"> <li>One (1) MLC 8000 sub-site link converter.</li> <li>One (1) VHF Analog Conventional Base Station Repeater.</li> <li>One (1) Duplexer System.</li> </ul>
Old PD Back-up RF Sub-site	<ul style="list-style-type: none"> <li>One (1) MLC 8000 sub-site link converter.</li> <li>One (1) VHF Analog Conventional Base Station Repeater.</li> <li>One (1) Duplexer System.</li> <li>One (1) Site LAN Switch.</li> <li>One (1) Site Router.</li> </ul>
Fowler RF Sub-site	<ul style="list-style-type: none"> <li>One (1) MLC 8000 sub-site link converter.</li> <li>Two (2) VHF Analog Conventional Base Station Receivers.</li> <li>One (1) Site LAN Switch.</li> <li>One (1) Site Router.</li> </ul>
Kingsburg RF Sub-site	<ul style="list-style-type: none"> <li>One (1) MLC 8000 sub-site link converter.</li> <li>Two (2) VHF Analog Conventional Base Station Receivers.</li> <li>One (1) Site LAN Switch.</li> <li>One (1) Site Router.</li> </ul>

This section delineates the general responsibilities between Motorola Solutions and Selma P.D.



### 3.1 MOTOROLA SOLUTIONS RESPONSIBILITIES

Motorola Solutions' responsibilities include the following:

- Conduct project kickoff meeting and design review meeting with Selma P.D. to review project design and finalize requirements.
- Define electrical requirements for each equipment rack to be installed in the Selma PD-provided facilities.
- Freeze the design for equipment ordering, and process the equipment order.
- Stage Fixed Network Equipment (FNE) at Motorola Solutions' Customer Center for Solutions integration (CCSi) in Elgin, IL. No customer witness test included.
- Ship equipment to J's Communications facility in Fresno, CA.
- Receive and inventory Motorola Solutions-supplied equipment.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Schedule the implementation in agreement with Selma P.D.
- Transport equipment to Selma P.D. equipment installation sites.
- At the New Selma P.D. location, install Motorola Solutions-supplied equipment:
  - Permanently install and ground two (2) staged 7.0-foot racks of equipment.
  - Connect up to 8 analog conventional resources to new Motorola Solutions-provided CCGWs.
  - Install sub-system ground bus in the new PD Dispatch Room and connect to the customer-provided master ground bus (MGB) in the IT Server Room.
  - Provide and install four (4) antenna systems on customer-provided tower.
    - ◆ VHF Repeater (Police CH1) at 105-feet AGL.
    - ◆ Public Works at 70-feet AGL.
    - ◆ Multi-Agency at 70-feet AGL.
    - ◆ CAL-LAW 1 at 70-feet AGL.
  - Install and set up five (5) new MCC 7500E consoles on customer-supplied dispatch furniture.
  - Set up new work station PC for Config Manager on customer-supplied desk space in Dispatch.
  - Run data cables between the IT Server Room equipment racks and dispatch (11 total runs).
  - Connect rack-mounted equipment power to customer-provided soft-wired AC power outlets.
  - Connect console equipment power to customer-provided soft-wired AC power outlets.
- At the Old Selma P.D. location, install Motorola Solutions-supplied RF equipment:
  - Permanently install and ground new equipment in existing customer-provided rack space.
  - Plug new equipment into customer-provided power outlets.
  - Perform antenna sweep on existing antenna system to be re-used.
  - Connect existing antenna system to the new GTR 8000 VHF repeater.
- At the Fowler site, install Motorola Solutions-supplied RF equipment:
  - Permanently install and ground new equipment in existing customer-provided cabinet space.
  - Plug new equipment into customer-provided power outlets.
  - Perform antenna sweep on existing antenna system to be re-used.
  - Connect existing antenna systems into GPW 8000.
- At the Kingsburg site, install Motorola Solutions-supplied RF equipment:
  - Permanently install and ground new equipment in existing customer-provided rack space.
  - Plug new equipment into customer-provided power outlets.
  - Perform antenna sweep on existing antenna system to be re-used.
  - Connect existing antenna systems into GPW 8000.
- Administer safe work procedures for installation.





- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations at the installation sites.
- Perform link audits to verify customer-provided Ethernet connectivity performance prior to the interconnection of the solution equipment to the link equipment.
  - NOTE: This proposal includes performing link audits once. If the links do not pass the audit, a change order will be processed to perform link audits a second time after the customer resolves the link issues and prior to cutover.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Configure the K2 core for the new consoles.
- At the new Selma P.D. location, program the new consoles:
  - Develop a console template based on the existing Gold Elite screen layout.
  - Program the five (5) new MCC 7500E consoles with the template.
  - Program the new RF equipment with Selma P.D.'s frequencies.
- Perform the functional Acceptance Test Plan (ATP), testing features and functionality in accordance with manufacturers' specifications.
  - Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola Solutions, as contracted.
  - If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
  - Document all issues that arise during the acceptance tests.
  - Document the results of the acceptance tests and present to the Selma P.D. for review.
- Transition the new dispatch console system and RF equipment to warranty.
- If optional Training Plan is purchased, perform Training.
  - MCC 7500E Console Operator and Admin Differences Course (Instructor-led, In-field, 4-hour session, up to 10 participants).
- Perform Cutover in Dispatch:
  - Cutover details will be worked out in more detail during the project deployment with the aid of Selma P.D.
  - Move four (4) existing APX Consolelets from Old PD to new PD RF rack in the IT Server Room, and connect to new antenna systems.
- Resolve any punch list items before Final System Acceptance.
- Provide as-built documentation (System Block Diagram, Rack-face Layouts for each site, Floor Layout for each site, and RF Antenna Interconnect Diagrams).
- Conduct Final System Acceptance with Selma P.D.

## 3.2 SELMA POLICE DEPARTMENT RESPONSIBILITIES

Selma P.D. will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. Selma P.D. general responsibilities include the following:

- Provide a single point of contact for the duration of the project.
- Participate in the project kickoff meeting and design review meeting.
- Provide required Ethernet connectivity between the master site at the new Selma P.D. to all the remote RF sub-sites.
- Selma P.D. will provide the backhaul switches at Old PD Backup Site, Fowler and Kingsburg RF sites. The demarcation point for Ethernet connectivity at those sites will be the Motorola Solutions-provided site router (SRX345).





- Supply new monitors: one (1) new monitor for each of the 5 MCC 7500E console positions (5 total).
- Provide dispatch furniture for the five (5) new MCC 7500E consoles in the new Selma PD dispatch room.
- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Provide interior building cable trays, raceways, conduits, and wire supports.
- Obtain all licensing, site access, or permitting required for project implementation.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide all required local, State, and Federal permits for the installation and operation of the proposed equipment.
- Provide any applicable frequencies and FCC/FAA.
- Coordinate the activities of all the Selma P.D. vendors or other contractors.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location.
- Selma P.D. is responsible for supplying all necessary power circuits for both the dispatch positions and for the back room equipment. Selma P.D. is responsible for supplying power strips at the dispatch positions. Selma P.D. is also responsible for providing the backup power for all dispatch equipment.
- Provide any necessary demarcation points for the Motorola Solutions-provided equipment. This includes demarcation for the following services:
  - 120VAC/ -48DC Power & Circuits.
  - Backup Power.
  - Grounding.
  - Communication Circuits and backhaul links between sites.
- Provide any Logging recorder, 911, CAD or any third-party upgrades or reconfigurations required.
- Provide existing rack space at each of the RF sites (Old PD Backup Site, Fowler and Kingsburg).
- Provide existing antenna systems in good working order at the Old Selma P.D., Fowler, and Kingsburg RF sites.
  - NOTE: This proposal includes performing link audits once. If the links do not pass the audit, a change order will be processed to perform link audits a second time after the customer resolves the link issues and prior to cutover.
- Provide desk space in the new Selma PD Dispatch room for the new Config Manager work station PC.
- Any required system interconnections not specifically outlined here will be provided by Selma P.D. These may include dedicated phone circuits, microwave links, Ethernet links or other types of connectivity.
- Any required system interconnections not specifically outlined here will be provided by the Customer, per Motorola Solutions specifications. Test results to confirm specification compliancy are required prior to equipment installation. Note: These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Provide required system interconnections, including:
  - Connection from Selma PD provided access control panel to Motorola Solutions-provided Aux I/O punchblocks.
  - Conventional channel resource punchblock demarcation points (documented and working).





- Connection from Selma PD provided logging recorder to the Motorola Solutions punchblock demarcation point.
- If purchased, attend the console training course.
- Witness console acceptance test and provide acceptance.
- Sign Final System Acceptance.

### 3.3 ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below.

- No coverage guarantee is included or implied for this proposal.
- Control stations are not included in this design.
- Logging recorder and Archiving Interface Server (AIS) are not included in this design.
- Any third-party interfaces including paging, CAD, 911 and telephony (if applicable) are not included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should Selma P.D.'s system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Performance bond is not required.
- Prevailing wage is not required for any sites, except the new Selma Police Department site.
- Work is performed on non-holidays during normal business hours, Monday – Friday, 8am – 5pm.

### 3.4 CHANGE ORDER PROCESS

Either Party may request changes within the general scope of this SOW. If a requested change causes an increase or decrease in the cost or time required to perform this SOW, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



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SECTION 4

# PROJECT SCHEDULE

Mutually agreed upon project schedule will be developed during the project kick-off meeting with the Selma P.D.



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SECTION 5

# ACCEPTANCE TEST PLAN

Selma PD

Selma PD K2 Core, Dispatch and RF Upgrade

In-Field Draft



## 5.1 MCC 7500 CONVENTIONAL RESOURCES

### 5.1.1 Console Priority

#### 1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned resource. The Console Position has the capability to take control of an assigned voice channel for a channel/talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

RADIO-2 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

**VERSION #1.040**

#### 2. TEST

- Step 1. Initiate a call from RADIO-1 on CONVENTIONAL CHANNEL 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on CONVENTIONAL CHANNEL 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the CONVENTIONAL CHANNEL 1 call from RADIO-1.

Pass \_\_\_\_ Fail \_\_\_\_





## MCC 7500 Conventional Resources

### 5.1.2 Alert Tones - Conventional Channel

#### 1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVENTIONAL CHANNEL 1  
CONSOLE-1 - CONVENTIONAL CHANNEL 1

**VERSION #1.030**

#### 2. TEST

- Step 1. Select CONVENTIONAL CHANNEL 1 on CONSOLE-1.
- Step 2. Select Alert Tone 1 and depress the Alert Tone button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.
- Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

Pass \_\_\_\_ Fail \_\_\_\_



## MCC 7500 Conventional Resources

### 5.1.3 Activity Log - Conventional

#### 1. DESCRIPTION

The MCC7100/7500 Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, Channel, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

#### SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1  
RADIO-2 – CONVENTIONAL CHANNEL 2  
RADIO-3 – CONVENTIONAL CHANNEL 3  
RADIO-4 – CONVENTIONAL CHANNEL 4

CONSOLE-1 – CONVENTIONAL CHANNEL 1,  
CONVENTIONAL CHANNEL 2, CONVENTIONAL  
CHANNEL 3, CONVENTIONAL CHANNEL 4

#### VERSION #1.060

#### 2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass \_\_\_\_ Fail \_\_\_\_





## MCC 7500 Conventional Resources

### 5.1.4 Frequency Selectable Conventional Resource

#### 1. DESCRIPTION

A Resource is selected on the console by placing the cursor over the Resource, choosing an area and selecting. The Resource choice area is the region where the name of the Resource is located (Top alphanumeric line of the Resource). When selected, the background of the Radio Resource will turn white and the border will turn green. Choosing the Instant Transmit button will send keying commands to the station.

The Frequency Select option provides the capability to choose from a number of available frequencies based on the channel type.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

**VERSION #1.020**

#### 2. TEST

- Step 1. Using CONSOLE-1, select the first frequency in the list for the resource.
- Step 2. Select the corresponding frequency on RADIO-1.
- Step 3. Verify communications between CONSOLE-1 and RADIO-1.
- Step 4. Using CONSOLE-1, select another frequency in the list for the resource.
- Step 5. Select the corresponding frequency on RADIO-1.
- Step 6. Verify communications between CONSOLE-1 and RADIO-1.

Pass \_\_\_\_ Fail \_\_\_\_



## MCC 7500 Conventional Resources

### 5.1.5 Tone Generation on Conventional Resource

#### 1. DESCRIPTION

This test will demonstrate that the dispatch console is able to transmit on a conventional resource during the tone generation period.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

CCGW-1 - CONVENTIONAL CHANNEL 1  
CCGW-1 - SITE 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1  
CONSOLE-1 - SITE - CONSITE 1

(Note: Use General Transmit by keying up  
CONVENTIONAL CHANNEL 1 via console  
microphone or footswitch)

**VERSION #1.040**

#### 2. TEST

- Step 1. Send an Alert tone from CONSOLE-1, followed by a voice announcement.
- Step 2. Verify that RADIO-1 hears Alert tone from CONSOLE-1.
- Step 3. Verify that RADIO-1 hears audio from CONSOLE-1 during the Alert Tone Talk Extend period.

Pass\_\_\_\_ Fail\_\_\_\_



## MCC 7500 Conventional Resources

### 5.1.6 Patch Operation - Conventional

#### 1. DESCRIPTION

The Patch feature allows more than one Radio Resource to be grouped simultaneously. This can be used for temporarily merging two or more channels/frequencies together to act as one larger group. Telephones and radio resources can be patched together. In a patch group, the members can receive messages from the console and they can transmit to all other members of the patch group.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVENTIONAL CHANNEL 2  
CONSOLE-1 - CONVENTIONAL CHANNEL 1 and  
CONVENTIONAL CHANNEL 2

#### VERSION #1.020

#### 2. TEST

- Step 1. Select the tab for patch 1, 2 or 3. Verify that the patch edit button and patch transmit button appear.
- Step 2. Select the "Patch Edit" icon. The selected patch will turn blue.
- Step 3. Select the CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2 Radio Resource by moving the cursor over the Radio Resources' names and selecting them.
- Step 4. Verify that the selected Radio Resources display a "Patch Edit" icon.
- Step 5. Press and hold the "Patch Transmit" icon to initiate the patch transmission.
- Step 6. Verify that the RADIO-1 and RADIO-2 monitor the console outbound audio.
- Step 7. Verify that RADIO-1 can communicate with RADIO-2 even though they are on separate channels.
- Step 8. To knock down the patch, select the Radio Resources by moving the mouse cursor over the resource window and clicking over the patch icon. Repeat this process until all the resources have been removed from the Patch window.
- Step 9. Select the Patch Edit icon and idle the current patch.

Pass\_\_\_\_ Fail\_\_\_\_



## 5.2 CONVENTIONAL TESTS

### 5.2.1 Conventional Radio Priority Scan

#### 1. DESCRIPTION

With Priority Scan, a radio user can scan pre-programmed channels in the scan list. Activity on the channels are monitored on a first-come first-served basis. A conversation in process will only interrupted by activity on channels marked as Priority in the scan list.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
(SCANNING)  
RADIO-2 - CONVENTIONAL CHANNEL 2  
RADIO-3 - CONVENTIONAL CHANNEL 1  
RADIO-1 must have CONVENTIONAL CHANNEL 1  
and CONVENTIONAL CHANNEL 2 in its active scan  
list and CONVENTIONAL CHANNEL 1 set as  
priority Monitor.

**VERSION #1.010**

#### 2. TEST

- Step 1. Verify that on RADIO-1 scan is enabled.
- Step 2. From RADIO-2, transmit on CONVENTIONAL CHANNEL 2, which is a channel programmed in the active scan list.
- Step 3. Verify that RADIO-1 changes to CONVENTIONAL CHANNEL 2.
- Step 4. While continuing to transmit on RADIO-2, Key RADIO-3 on CONVENTIONAL CHANNEL 1.
- Step 5. Verify that RADIO-1 will return to its home channel of CONVENTIONAL CHANNEL 1 and hears RADIO-3.

Pass\_\_\_\_ Fail\_\_\_\_



## Conventional Tests

### 5.2.2 Conventional Radio Resource Call - Clear Mode

#### 1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.

The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-1 - CONVSITE 1  
RADIO-2 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVSITE 1

#### VERSION #1.030

#### 2. TEST

- Step 1. Initiate a analog CONVENTIONAL CHANNEL 1 call on RADIO-1.
- Step 2. Verify RADIO-2 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 3. Initiate an analog CONVENTIONAL CHANNEL 1 call on RADIO-2.
- Step 4. Verify RADIO-1 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 5. Repeat above tests for each repeater channel.

Pass\_\_\_\_ Fail\_\_\_\_



## Conventional Tests

### 5.2.3 Conventional MLC 8000 Analog Comparator Vote and Display

#### 1. DESCRIPTION

The receive status of all of the sites on the conventional comparator are displayed on the MLC 8000 DA for the analog Call. These indicators include:

Receiving: This indicates that the site is receiving a signal from a station.

Voted: This indicates that the receive site has been voted for the system.

Vote Disabled: Vote Disable status indicates a site (port) is vote disabled.

Failed: This indicates the failure of the link to the station.

#### SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1  
RADIO-1 – CONVSITE 1

VERSION #1.010

#### 2. TEST

- Step 1. Initiate an analog call from RADIO-1 and verify MLC 8000 DA displays the voted call.
- Step 2. On MLC 8000 DA, vote disable all repeaters except the CONVSITE 1 repeater. Verify MLC 8000 DA displays "Vote Disabled" on each site. Key RADIO-1 and verify audio does not go through the vote disabled site. Note: The enabled site must have a transmitter.
- Step 3. Re-enable all the vote disabled sites through MLC 8000 DA.
- Step 4. Disconnect the site link for CONVSITE 1. Verify that MLC 8000 DA displays "Failed." Key RADIO-1 and verify no audio goes through CONVSITE 1.
- Step 5. Reconnect the site link for CONVSITE 1.

Pass\_\_\_\_ Fail\_\_\_\_



## Conventional Tests

### 5.2.4 Conventional Radio Scan

#### 1. DESCRIPTION

A subscriber can be programmed to scan through a list of conventional frequencies and lock on to one that has activity. This allows a user to monitor multiple frequencies at one time.

This scan will cycle through its list and if activity is detected, will change to that personality for the duration of the transmission. After the transmission ends and after a preset hang time, the subscriber reverts to its home channel.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
(SCANNING)  
RADIO-2 - CONVENTIONAL CHANNEL 2

RADIO-1 must have CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2 in its active scan list.

#### VERSION #1.020

#### 2. TEST

- Step 1. Verify that on RADIO-1 scan is enabled.
- Step 2. From RADIO-2, transmit on CONVENTIONAL CHANNEL 2, which is a channel programmed in the active scan list.
- Step 3. Verify that RADIO-1 changes to CONVENTIONAL CHANNEL 2.
- Step 4. Verify communications between RADIO-1 and RADIO-2.
- Step 5. Verify that RADIO-1 will return to its home channel of CONVENTIONAL CHANNEL 1.
- Step 6. Repeat steps 2-5 for all channels in the active scan list.

Pass\_\_\_\_ Fail\_\_\_\_





## 5.3 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

### Signatures

WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_  
Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_  
Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_  
Initials:

Please Print Title: \_\_\_\_\_



SECTION 6

# WARRANTY AND MAINTENANCE SERVICES

## 6.1 ESSENTIAL PLUS SERVICES OVERVIEW

In order to ensure that the Selma Police Department has immediate access to our on-site and technical support teams for both unforeseen issues and ongoing maintenance, Motorola Solutions proposes our Essential Plus Services offering to the Selma P.D. Appropriate for customers who want to minimize their system's downtime, Essential Plus Services provide a reliable service response and restoral process remote assistance to address unforeseen network events, effect on-site repairs to network components, and deliver patches to keep Selma P.D.'s system secure. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- OnSite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair with Advanced Replacement.
- Self-Installed Security Patches.

These services will be delivered to Selma P.D. through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

## 6.2 ESSENTIAL PLUS SERVICES DESCRIPTIONS

### 6.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Selma P.D.'s system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between Selma P.D., third-party subcontractors and manufacturers, and Motorola Solutions. When Selma P.D.'s personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer Relationship Management (CRM) system. The Service Desk is responsible for



documenting Selma P.D.'s inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

## 6.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

**On-Site Support** provides local, trained and qualified technicians who will arrive at Selma P.D.'s location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Selma P.D.'s location in order to remedy equipment issues based on the impact of the issue to overall system function.

**Annual Preventive Maintenance Service** provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

## 6.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions' equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement** to the Selma P.D. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If Selma P.D. prefers to maintain their existing FRU inventory, Selma P.D. will be able to request a "loaner" FRU while their unit is being repaired.

## 6.2.4 Security Management Operations

The proposed **Self-Installed Security Patches Service** will provide Selma P.D. with security updates that are pre-tested by Motorola Solutions and installed by Selma P.D.'s personnel. Motorola Solutions' dedicated vetting lab will pre-test security updates for the proposed ASTRO 25 system release. When appropriate, Motorola Solutions will make these updates available to outside vendors



in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates provided to Selma P.D. Once an update is fully tested and ready for deployment in Selma P.D.'s system, Motorola Solutions will post it to a secured extranet website and send an email notification to Selma P.D. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation for Selma P.D. along with the updates on the website.

## **6.3 MOTOROLA SOLUTIONS' SERVICES CAPABILITIES**

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

### **6.3.1 On-Call Support through the Solutions Support Center (SSC)**

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

### **6.3.2 On-Site Service through a Field Service Team**

On-site maintenance and repair of Selma P.D.'s system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide Selma P.D. with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Selma P.D.'s service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Selma P.D. that the system is restored to normal operation and request approval to close the case.

### **6.3.3 Centralized Repair Management through Motorola Solutions' Repair Depot**

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Selma P.D.'s network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After



repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Selma P.D.'s system. All components being repaired are tracked throughout the process, from shipment by Selma P.D. to return through a case management system where users can view the repair status of the equipment via a web portal.

## 6.4 MAINTENANCE SERVICES

As Motorola Solutions' continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit the Selma P.D. because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post-warranty support has not been included with this offering but can be provided upon request.

## 6.5 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola Solutions understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola Solutions has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola Solutions' goal is to provide the Selma P.D. with the services and qualified resources, to maintain and improve system operation and availability, and to deliver world-class service support.

Warranty and Post Warranty Service support services to be delivered are outlined in Table 6-1.

**Table 6-1: Warranty and Maintenance Service Overview**

Warranty and Maintenance Service Overview	Warranty Year	Maintenance Years
Service Desk	Included	Optional
Technical Support	Included	Optional
Onsite Support	Included	Optional
Annual Preventative Maintenance	Included	Optional
Network Hardware Repair with Advanced Replacement	Included	Optional
Self-Installed Security Patches	Included	Optional





SECTION 7

# LIFECYCLE SERVICES

## 7.1 NETWORK UPDATES AND SYSTEM UPGRADE AGREEMENT (SUAII)

The Motorola Solutions System Upgrade Agreement II (SUA II) is a complete package of hardware, software and implementation services required to update the ASTRO 25 system once in a two-year period.

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e., expansion of RF sites, dispatch positions, data sub-systems, and network management positions). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation and with minimal reliance on owner resources. Motorola Solutions SUA II ensures your system continues to perform at the highest level of operation, allows for expansion and feature enhancement, and maximizes the lifespan of the investment. For owners committed to upgrading their system on a regular basis, SUA II provides a consistent, budgeted solution that delivers complete coverage.

**Table 7-1: Included Features**

Description	SUA II
Minor Release (patch release)	✓
Major Release (system release)	✓
Implementation Services	✓
Major upgrade in a 2-year period <sup>1</sup>	1
Hardware Refresh <sup>2</sup>	✓

1. As major system releases become available, Motorola Solutions agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
  2. Hardware refresh includes version updates and/or replacements for Motorola Solutions field replaceable units (FRU) and third-party networking and computing hardware. Note that replacement of Gold Elite consoles and QUANTAR base radios are not included in this refresh.
- Minor releases may include commercial operating system (OS) and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola Solutions software service packs that may be available.
  - Major releases include commercial OS and application software updates as well as Motorola Solutions system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
  - Implementation services include all in-house and on-site resources to implement and test the major release update.





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SECTION 8

# OPTIONAL TRAINING PLAN

## 8.1 TRAINING OVERVIEW

Partnering with Motorola Solutions will enable the Selma P.D. to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to the Selma P.D. is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide the Selma P.D. personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with the Selma P.D. to tailor a final training plan to enable the Selma P.D. organization to operate, configure, and manage the proposed solution effectively and efficiently.



## 8.2 TRAINING PLAN FOR SELMA P.D.

The following courses are proposed in the optional training plan for Selma P.D.: Console Operator and Supervisor Training.

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
<b>MCC7500e Console Operator and Admin Differences Training Train-the-Trainer</b> 5 training consoles Ratio: 2 per Console Course #: AST1056 Instructor-led	Console Supervisor Trainers	1 (4 hr.) Session	1 day	Selma, CA	Prior to Cutover	2 (up to 10)





## 8.3 COURSE DESCRIPTIONS

Course descriptions for Selma P.D. are included on the following pages.

### 8.3.1 MCC7500 Console Supervisor

<b>Course Synopsis and Objectives:</b>	This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. After completing this training course, you will be able to: <ul style="list-style-type: none"> <li>• Understand the menu items and tool bar icons.</li> <li>• Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars.</li> <li>• Add/delete folders.</li> </ul>
<b>Delivery Method:</b>	ILT - Instructor-led training
<b>Duration:</b>	2 hours
<b>Participants:</b>	Dispatch Supervisors and System Administrators
<b>Class Size:</b>	Based on number of Training Consoles available (2 students per Console)
<b>Prerequisite:</b>	None.
<b>Curriculum:</b>	<ul style="list-style-type: none"> <li>• Introduction.</li> <li>• Configurations.</li> <li>• Folders and Resource Setup.</li> <li>• Customizing Folders.</li> <li>• Auto Starting the MCC 7500 Dispatch Console.</li> <li>• Editing Preferences.</li> <li>• Configuring the Toolbar.</li> <li>• Setting Up Aux IOs.</li> <li>• Resource Groups.</li> </ul>

### 8.3.2 MCC7500 Console Operator

<b>Course Synopsis and Objectives:</b>	This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. After completing this training course, you will be able to: <ul style="list-style-type: none"> <li>• Perform basic operational tasks of the dispatch console.</li> <li>• Utilize the provided job aids to perform specific tasks associated with the console.</li> <li>• Understand a high level view of the system configuration.</li> <li>• Understand a high-level overview of the customer system configuration.</li> <li>• Understand general console operation.</li> <li>• Understand proper operating procedures for specific customer features.</li> </ul>
<b>Delivery Method:</b>	ILT - Instructor-led training
<b>Duration:</b>	2 hours
<b>Participants:</b>	Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel
<b>Class Size:</b>	Based on number of Training Consoles available (2 students per Console)
<b>Prerequisite:</b>	None.
<b>Curriculum:</b>	<ul style="list-style-type: none"> <li>• Overview.</li> <li>• Communicating with Radios.</li> <li>• Advanced Signaling Features.</li> <li>• Resource Groups.</li> <li>• Working with Configurations.</li> <li>• Working with Aux IOs.</li> <li>• Troubleshooting.</li> </ul>



SECTION 9

# PRICING

## 9.1 PRICING SUMMARY

### 9.1.1 Main Offer

Motorola Solutions is pleased to provide the following pricing to including equipment, software, licensing and implementation services. Pricing is valid through August 5, 2020.

Description	Pricing
Equipment, Software & Licenses	\$273,624.00
HGAC Discount	(\$25,019.23)
<b>Equipment, Software &amp; Licenses Sub-Total</b>	<b>\$248,604.87</b>
Implementation Services	\$193,356.00
<b>Subtotal</b>	<b>\$441,960.87</b>
System Discount based on contract execution by June 22, 2020	(\$88,392.17)
<b>Grand Total with System Discount</b>	<b>\$353,568.70</b>
Estimated Sales Tax (8.475% on Equipment, Software & Licenses)	\$16,855.41
<b>Grand Total with Estimated Sales Tax</b>	<b>\$370,424.11</b>

### 9.1.2 Optional Training Pricing

Below is pricing for the optional training described (Section 8).

Description	Pricing
Discounted Optional Dispatcher Training	\$7,371.00

### 9.1.3 Maintenance and Lifecycle Services

Below is pricing to purchase additional years of maintenance and support services:

Post Implementation Support Service Pricing for Five MCC7500E Positions, K2 Core, and RF Upgrade					
Essential Plus Support Services	Year 1 (Warranty)	Year 2	Year 3	Year 4	Year 5
Service Desk, Technical Support, On-Site Support, Annual Preventative Maintenance, Network Hardware Repair	No Charge	\$28,137	\$28,981	\$29,850	\$30,746
Lifecycle Services (SUAll)	No Charge	\$22,823	\$23,174	\$23,536	\$23,909
Annual Total	No Charge	\$50,960	\$52,155	\$53,386	\$54,655

## 9.2 PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda. Payment for the System purchase will be in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of Equipment from Staging;
3. 10% of the Contract Price due upon installation of Equipment; and
4. 5% of the Contract Price due upon Final Project Acceptance.

For Lifecycle Support Plan and Subscription Based Services:

Motorola Solutions will invoice Customer annually in advance of each year of the plan.



SECTION 10

# CONTRACTUAL DOCUMENTATION

## Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola Solutions") and the Selma Police Department ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola Solutions will sell the System and Services, as described below. Motorola Solutions and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Solutions Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated \_\_\_\_\_

C-2 "Pricing Summary & Equipment List" dated \_\_\_\_\_

C-3 "Implementation Statement of Work" dated \_\_\_\_\_

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and the applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).





"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment Schedule" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola Solutions prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola Solutions may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola Solutions provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola Solutions under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola Solutions by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Solutions Software" means software that Motorola Solutions or its affiliated companies owns.

"Non-Motorola Solutions Software" means software that a party other than Motorola Solutions or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola Solutions has developed prior to, or independently from, the provision of the Services and/or which Motorola Solutions licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola Solutions under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola Solutions or another party.





"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Solutions Software. This policy may be modified from time to time at Motorola Solutions' discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola Solutions under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola Solutions, its vendors or other data sources and data that has been manipulated or retrieved using Motorola Solutions know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola Solutions' Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. **SCOPE OF WORK.** Motorola Solutions will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance





Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola Solutions will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Solutions Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOLUTIONS SOFTWARE.** Any Motorola Solutions Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Solutions Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOLUTIONS SOFTWARE.** Any Non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding Non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola Solutions may substitute any Equipment, Software, or services to be provided by Motorola Solutions, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Selma Police Department. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola Solutions which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.





## Section 4 SERVICES

4.1. If Customer desires and Motorola Solutions agrees to continue Services beyond the Term, Customer's issuance and Motorola Solutions' acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. **MAINTENANCE, SUPPORT, AND SUA SERVICES.** During the Warranty Period, in addition to warranty services, Motorola Solutions will provide maintenance Services for the Equipment and support for the Motorola Solutions Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Solutions Software will be in accordance with Motorola Solutions' established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola Solutions will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to the maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola Solutions' proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola Solutions' proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola Solutions data viewed or accessed by Customer will remain Motorola Solutions' property and will be deemed Confidential Information. This Confidential Information will be promptly returned at Motorola Solutions' request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola Solutions for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola Solutions. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola Solutions upon request. Such property will be held by Customer for Motorola Solutions' use without charge and may be removed from Customer's premises by Motorola Solutions at any time without restriction. Upon termination of the Agreement for any reason, Customer shall return to Motorola Solutions all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola Solutions or its subcontractors without the prior written authorization of Motorola Solutions. This provision applies only to those employees of Motorola Solutions or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola Solutions concerning the Services or Deliverables will be accurate and





complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola Solutions to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this section.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola Solutions' ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola Solutions recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola Solutions from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola Solutions may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola Solutions and Motorola Solutions retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola Solutions outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

## **Section 5 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola Solutions to proceed with contract performance.

## **Section 6 CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. The Selma Police Department will pay all invoices as received from Motorola Solutions and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Selma Police Department will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$\_\_\_\_\_. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola Solutions has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola Solutions will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions is 36-1115800.





6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola Solutions will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola Solutions will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Selma Police Department at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

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

The Equipment will be shipped to the Selma Police Department at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola Solutions.

## Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola Solutions so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola Solutions may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola Solutions may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.





## **Section 8 TRAINING**

Any training to be provided by Motorola Solutions to Customer will be described in the applicable Statement of Work. Customer will notify Motorola Solutions immediately if a date change for a scheduled training program is required. If Motorola Solutions incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola Solutions may recover these additional costs.

## **Section 9 SYSTEM ACCEPTANCE**

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola Solutions will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola Solutions a written notice that includes the specific details of the failure. If Customer does not provide to Motorola Solutions a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola Solutions' ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola Solutions' prior written authorization, which will not be unreasonably withheld. Motorola Solutions is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 10 REPRESENTATIONS AND WARRANTIES**

10.1. **SYSTEM FUNCTIONALITY.** Motorola Solutions represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola Solutions is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola Solutions which is attached to or used in connection with the System or for reasons or parties beyond Motorola Solutions' control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola Solutions warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola Solutions warrants the Software in accordance with the





warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Solutions Software by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Motorola Solutions Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

**10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola Solutions; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

**10.5. SERVICE WARRANTY.** During the Warranty Period, Motorola Solutions warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola Solutions to Customer (collectively, "recommendations"). Motorola Solutions makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

**10.6. WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola Solutions in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola Solutions will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola Solutions will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Solutions Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Solutions Software. These actions will be the full extent of Motorola Solutions' liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola Solutions to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola Solutions may invoice Customer for responding to the claim on a time and materials basis using Motorola Solutions' then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola Solutions.

**10.7. ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola Solutions to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

**10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOLUTIONS SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**





## Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola Solutions for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola Solutions or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will



begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola Solutions may stop work on the project until it approves the Selma Police Department's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola Solutions reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola Solutions with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola Solutions for the conforming Equipment and/or Software delivered and all services performed.

## **Section 14 INDEMNIFICATION**

14.1. **GENERAL INDEMNITY BY Motorola Solutions.** Motorola Solutions will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola Solutions, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola Solutions prompt, written notice of any claim or suit. Customer will cooperate with Motorola Solutions in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola Solutions' general indemnification of Customer from liabilities that are in any way related to Motorola Solutions' performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola Solutions is entitled to immunity under the NG911 Act of 2012.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola Solutions to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola Solutions gives Customer prompt, written notice of any the claim or suit. Motorola Solutions will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola Solutions from liabilities that are in any way related to Customer's performance under this Agreement.

### **14.3. PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola Solutions will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola Solutions or the Motorola Solutions Software ("Motorola Solutions Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola Solutions' duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola Solutions in writing of the Infringement Claim; Motorola Solutions having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola Solutions cooperation and, if requested by Motorola Solutions, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola Solutions' obligation to defend, and subject to the same conditions, Motorola Solutions will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola Solutions in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola Solutions' opinion is likely to occur, Motorola Solutions may at its option and expense: (a) procure for Customer the right to continue using the Motorola Solutions Product; (b) replace or modify the Motorola Solutions Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Solutions Product and grant Customer a credit for the Motorola Solutions Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.





14.3.3 Motorola Solutions will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Solutions Product with any software, apparatus or device not furnished by Motorola Solutions; (b) the use of ancillary equipment or software not furnished by Motorola Solutions and that is attached to or used in connection with the Motorola Solutions Product; (c) Motorola Solutions Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Solutions Product by a party other than Motorola Solutions; (e) use of the Motorola Solutions Product in a manner for which the Motorola Solutions Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Solutions Software that is intended to correct the claimed infringement. In no event will Motorola Solutions' liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Selma Police Department's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola Solutions from Customer from sales or license of the infringing Motorola Solutions Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola Solutions' entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola Solutions has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

## **Section 15 LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola Solutions' total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY Motorola Solutions PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1. CONFIDENTIAL INFORMATION.**

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola Solutions' Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to





regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA SOLUTIONS' PROPRIETARY RIGHTS. Motorola Solutions, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Solutions Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola Solutions, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola Solutions does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola Solutions' Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola Solutions will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola Solutions be required to provide any data related to cost and pricing.

#### 16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola Solutions the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola Solutions owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola Solutions. Motorola Solutions will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola Solutions products or services conceived of or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all





right, title and interest in and to such fixes, modifications or improvements to the Motorola Solutions product or service will vest solely in Motorola Solutions.

## **Section 17 GENERAL**

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola Solutions is required to pay any of these taxes, Motorola Solutions will send an invoice to Customer and Customer will pay to Motorola Solutions the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola Solutions will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola Solutions separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola Solutions might assist Customer in the preparation of its FCC license applications, neither Motorola Solutions nor any of its employees is an agent or representative of Customer in FCC or other matters.





17.9. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.10. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola Solutions will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola Solutions System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola Solutions' ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola Solutions provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola Solutions will be entitled to bill Customer and Customer will pay Motorola Solutions on a time and materials basis for resolving the issue.

17.11. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Solutions Software); Section 3.6 (Non-Motorola Solutions Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

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

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

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

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

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

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

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

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





## Exhibit A

### MOTOROLA SOLUTIONS SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Solutions Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola Solutions"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola Solutions to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under Soft  
separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola Solutions and Licensee enter into this Agreement in connection with Motorola Solutions' delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola Solutions is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola Solutions grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola Solutions' copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of



this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola Solutions will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

#### **Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solutions' proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola Solutions in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola Solutions of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola Solutions at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola Solutions or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola Solutions is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola Solutions and the Auditor will be kept in strict confidence by Motorola Solutions and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

#### **Section 5 OWNERSHIP AND TITLE**

Motorola Solutions, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or





Documentation, whether made by Motorola Solutions or another party, or any improvements that result from Motorola Solutions' processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola Solutions, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola Solutions' shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola Solutions warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola Solutions solely with reference to the Documentation. Motorola Solutions does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola Solutions makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola Solutions.

6.2 Motorola Solutions' sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola Solutions cannot correct the defect within a reasonable time, then at Motorola Solutions' option, Motorola Solutions will replace the defective Software with functionally-equivalent Software, license to Licensee Substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola Solutions disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola Solutions knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola Solutions disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola Solutions' prior written consent. Motorola Solutions' consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola Solutions' radio products and Licensee transfers ownership of the Motorola Solutions radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola Solutions' FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola Solutions upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and





Documentation have been provided by Motorola Solutions, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola Solutions.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola Solutions that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola Solutions or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola Solutions made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola Solutions for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola Solutions may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 Commercial Computer Software**

9.1 This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola Solutions software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola Solutions' valuable proprietary and Confidential Information and are Motorola Solutions' trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.





13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola Solutions and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola Solutions may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola Solutions and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola Solutions uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola Solutions will take the steps set forth in Section 6 of this Agreement.



## **Exhibit B**

### **PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda. Payment for the System purchase will be in accordance with the following milestones.

#### **System Purchase (excluding Subscribers, if applicable)**

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of Equipment from Staging;
3. 10% of the Contract Price due upon installation of Equipment; and
4. 5% of the Contract Price due upon Final Project Acceptance.

Motorola Solutions may make partial shipments of Equipment and will request payment upon shipment of such Equipment. In addition, Motorola Solutions will invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the Equipment shipped/services performed will be determined by the value of the shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall System package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber Equipment values to total Contract Price. Overdue invoices will bear simple interest at the maximum allowable rate.

#### **For Lifecycle Support Plan and Subscription Based Services:**

Motorola Solutions will invoice Customer annually in advance of each year of the plan.





**Exhibit D**  
**SYSTEM ACCEPTANCE CERTIFICATE**

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

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

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola Solutions and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Solutions Representative:

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

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

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

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

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

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

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

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

**FINAL PROJECT ACCEPTANCE:**

Motorola Solutions has provided and Customer has received all deliverables, and Motorola Solutions has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Solutions Representative:

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

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

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

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

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

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

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

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



## **MAINTENANCE, SUPPORT AND SUA ADDENDUM**

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

### **1. DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

### **2. SCOPE**

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

### **3. TERMS AND CONDITIONS**

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

#### **3.1 MAINTENANCE AND SUPPORT SERVICES**

**3.1.1 PURCHASE ORDER ACCEPTANCE.** Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

**3.1.2 START DATE.** The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

**3.1.3 AUTO RENEWAL.** Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

**3.1.4 TERMINATION.** Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

**3.1.5 EQUIPMENT DEFINITION.** For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

**3.1.6 ADDITIONAL HARDWARE.** If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

**3.1.7 MAINTENANCE.** Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.





**3.1.8 EQUIPMENT CONDITION.** All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

**3.1.9 EQUIPMENT FAILURE.** Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

**3.1.10 INTRINSICALLY SAFE.** Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

**3.1.11 EXCLUDED SERVICES.**

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

**3.1.12 TIME AND PLACE.** Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**3.1.13 CUSTOMER CONTACT.** Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**3.2 SUA SERVICES**

**3.2.1** The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

**3.2.2** The term of this Addendum is \_\_\_\_\_ years, commencing on \_\_\_\_\_, 201\_. The SUA Price for the \_\_\_\_ years of services is \$\_\_\_\_\_, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the





applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7 The SUA annualized price is based on the fulfillment of the two-year cycle. If Customer terminates this service during a two-year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two-year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the \_\_\_ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the \_\_\_ year commitment.

3.2.9 **SUA INFLATION ADJUSTMENT.** After the end of the \_\_\_\_ year of the SUA service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each SUA year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price \* (actual change in the CPI - 5 percentage points). The successive years' service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.





**4. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

**5. ENTIRE AGREEMENT.** This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.



SECTION 11

# PRODUCT LITERATURE

Attached is the following Product Literature:

- ASTRO 25 G-Series Site Equipment Data Sheet
- MLC 8000 Conventional Analog Comparator Data Sheet
- MCC 7500E IP Dispatch Console Data Sheet
- Mission-Critical Dispatch Accessories Brochure





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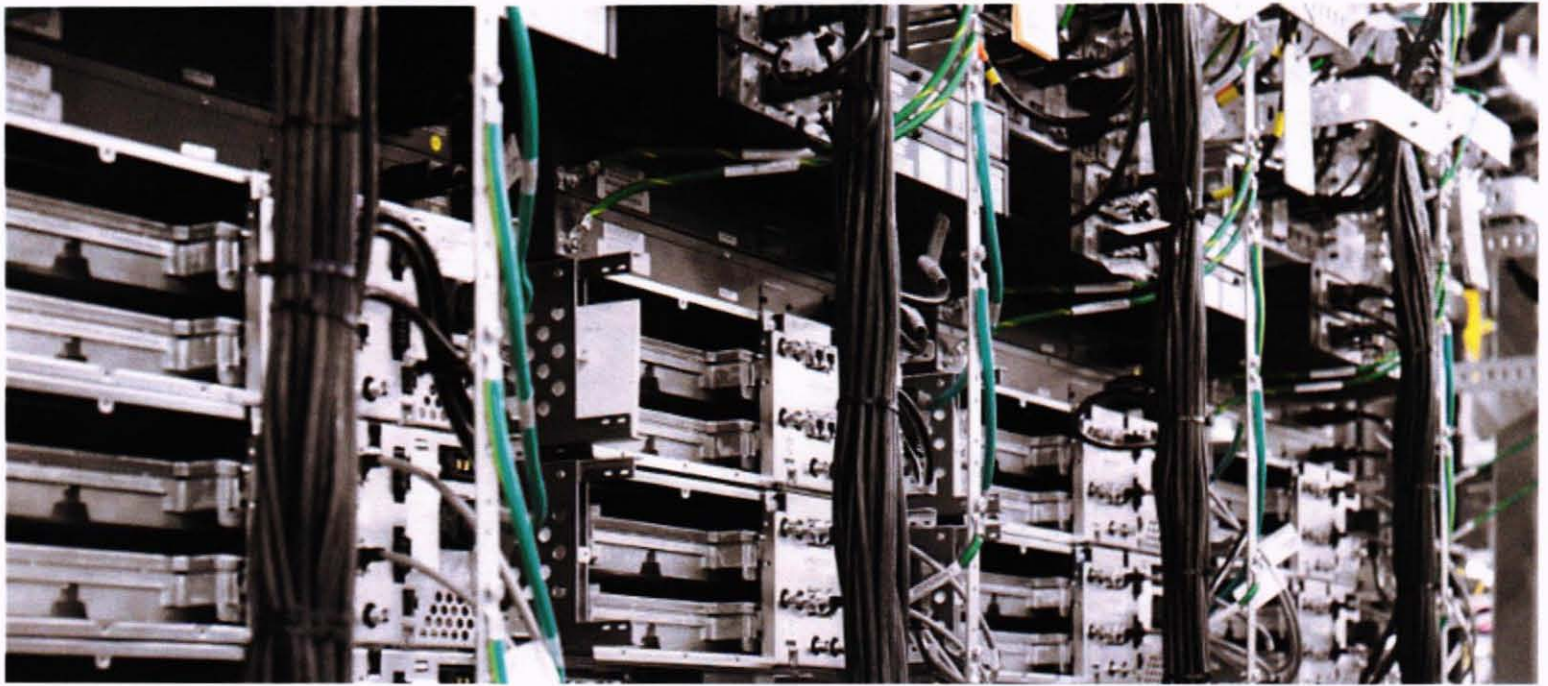
# ASTRO<sup>®</sup> 25 G-SERIES SITE EQUIPMENT

DATASHEET | ASTRO 25 G-SERIES SITE EQUIPMENT



**MOTOROLA SOLUTIONS**





## COMMON PLATFORM

The ASTRO® 25 portfolio of RF stations, receivers, site controllers and comparators make up the building blocks for Project 25 (P25) two-way radio communication systems from Motorola Solutions. ASTRO 25 site equipment is built with flexibility, resilience and service in mind.



### **FLEXIBLE DESIGN. SOFTWARE-CONFIGURABLE.**

Because it is defined and configured through software, the common platform has the flexibility to support different modes of operations based on individual site requirements. Simple software downloads provide cyber security patches, new features and technology migrations to carry your needs into the future.



### **ALWAYS AVAILABLE. RESILIENT TO DISRUPTION.**

Built to last, ASTRO 25 sites continue to provide wide-area communication regardless of the conditions. From technology that delivers superior coverage to site designs with no single point of failure (resulting in no more than 1 channel removed from service), ASTRO 25 sites provide best-in-class performance.



### **SERVICE MADE EASY.**

ASTRO 25 sites are built to ease service and maintenance with front access modules, cable connections and LED indicators. Hot-swap modules ensure channels are back on the air with minimal downtime. Remote software upgrades with rolling activation makes it easy to stay up to date with minimal disruption.



## TOPOLOGIES

Whether analog, digital, conventional or trunked, ASTRO 25 sites support various modes of operation and can be software-configured based on need.

### TRUNKING

ASTRO 25 sites support P25 FDMA and TDMA trunking operations ranging from single site to large regional systems. The sites support seamless interoperability with the ability to dynamically switch between FDMA and TDMA without any user intervention or awareness.

### CONVENTIONAL

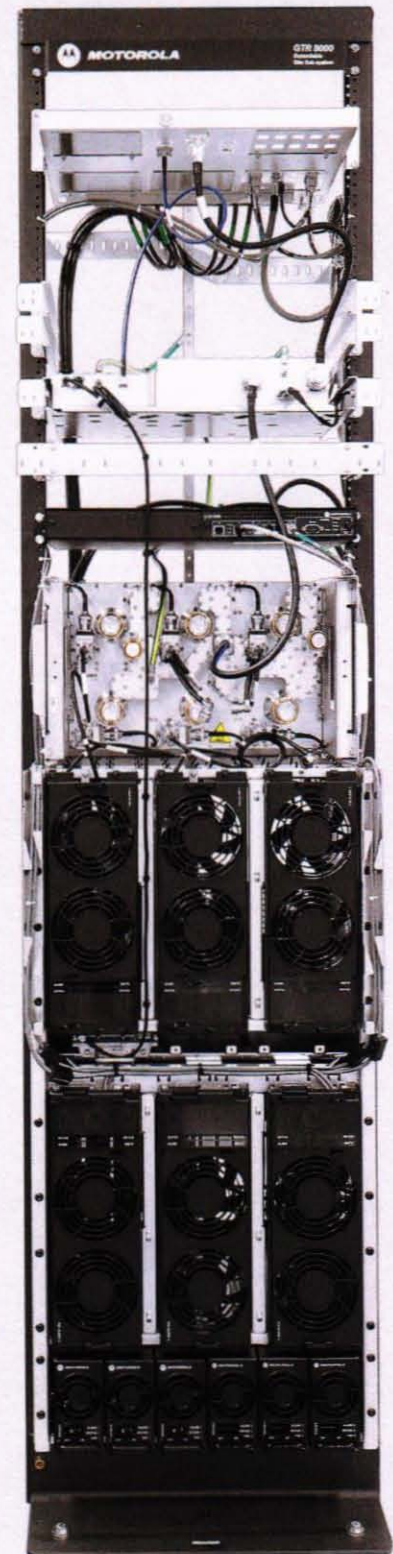
The equipment can be configured to support analog conventional or P25 digital conventional operation. Mixed mode operation supports fleets of both radio types to allow a gradual migration from analog to digital. The ASTRO 25 site components can be used separately for a single conventional repeater or together for a large statewide or country-wide conventional system.

### SIMULCAST

When configured for simulcast operation, additional timing and voting equipment allow adjacent sites to utilize the same frequencies with minimal audio degradation. ASTRO 25 sites support both conventional and trunking simulcast systems. Linear Simulcast Modulation (LSM) enables greater spacing without sacrificing coverage or capacity, resulting in fewer sites to build and maintain.

### DATA

ASTRO 25 trunking and conventional systems can be enabled with P25 Integrated Data to support basic user data needs. Base station channels can dynamically switch from voice to data based on the call type. ASTRO 25 Enhanced Data optimizes the data channel for applications with a high amount of short inbound data messages like location, telemetry and biometrics, and can improve data efficiency by 12X over standard P25 data.







## GTR 8000 BASE RADIO (T7039A)

From conventional to trunking, single repeater to multisite, FDMA to TDMA, and available in multiple frequency bands, the GTR 8000 offers design flexibility and investment protection in a high performance package.

GENERAL SPECIFICATIONS					
		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz
Size (HxWxD)		5.25 x 19 x 18 in (133 x 483 x 457 mm)			
Weight		46 lb (21 kg)	46 lb (21 kg)	46 lb (21 kg)	48 lb (22 kg)
Temperature Range		-22 to 140 °F (-30 to 60 °C)			
Power Requirements		AC: 90-264 VAC, 47-63 Hz			
		DC: 43.2-60 VDC			
Power Consumption	Efficiency Package	C4FM, FM: 405 W LSM, H-DQPSK: 425 W	C4FM, FM: 410 W LSM, H-DQPSK: 445 W	C4FM, FM: 405 W LSM, H-DQPSK: 315 W	C4FM, FM: 700 W
	Standard	C4FM, FM: 430 W LSM, H-DQPSK: 470 W	C4FM, FM: 435 W LSM, H-DQPSK: 455 W	C4FM, FM: 435 W LSM, H-DQPSK: 345 W	C4FM, FM: 725 W
Antenna Connectors TX		N female			
Antenna Connectors RX	Standard	BNC female			
	Optional Preselector	N female			
Channel Spacing		12.5/25 kHz	12.5/25 kHz	12.5/15/25/30 kHz	12.5/25 kHz
Modulation	TX	C4FM, LSM, H-DQPSK, FM	C4FM, LSM, H-DQPSK, FM	C4FM, LSM, H-DQPSK, FM	FM, C4FM
	RX	C4FM, H-CPM, FM			
Frequency Stability		100 ppb/2 yr or External Reference			

TRANSMITTER				
	700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz
Frequency Range	764-776, 851-870 MHz	380-435, 435-524 MHz	136-174 MHz	851-870 MHz
Power Output	2-100 W	C4FM, FM: 2-110 W H-DQPSK, LSM: 2-100 W	C4FM, FM: 2-100 W H-DQPSK, LSM: 2-60 W	High Power: 15-150 W Low Power: 2-30 W
Electronic Bandwidth	Full Bandwidth			
Modulation Fidelity	5%			
Intermodulation Attenuation	80 dB	65 dB	55 dB	55 dB
Spurious and Harmonic Emissions Attenuation	90 dB			
Analog FM Hum and Noise	12.5 kHz channel	45 dB		
	25 kHz channel	50 dB		
Analog Audio Distortion	<2% at 1000 Hz	<2% at 1000 Hz (Typical: 1%)	<2% at 1000 Hz (Typical: 1%)	<2% at 1000 Hz
Emissions Designators	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 10K0F1E, 10K0F1D, 10K0F1W, 9K80D7E, 9K80D7D, 9K80D7W, 17K7D7D, 16K0F1D, 16K0F3E, 11K0F3E, 14K0F1D, 14K0F3E, 21K7D7E, 21K7D7D, 21K7D7W	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 9K80D7E, 9K80D7D, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F1D, 16K0F3E	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 9K80D7E, 9K80D7D, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F1D, 16K0F3E	High Power: 8K10F1E, 8K10F1D, 8K10F1W, 16K0F1D, 16K0F3E, 11K0F3E, 14K0F1D, 14K0F3  Low Power: 8K10F1D, 8K10F1E, 8K10F7W, 8K70D1W, 8K70D7W, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F3E, 16K0F1D

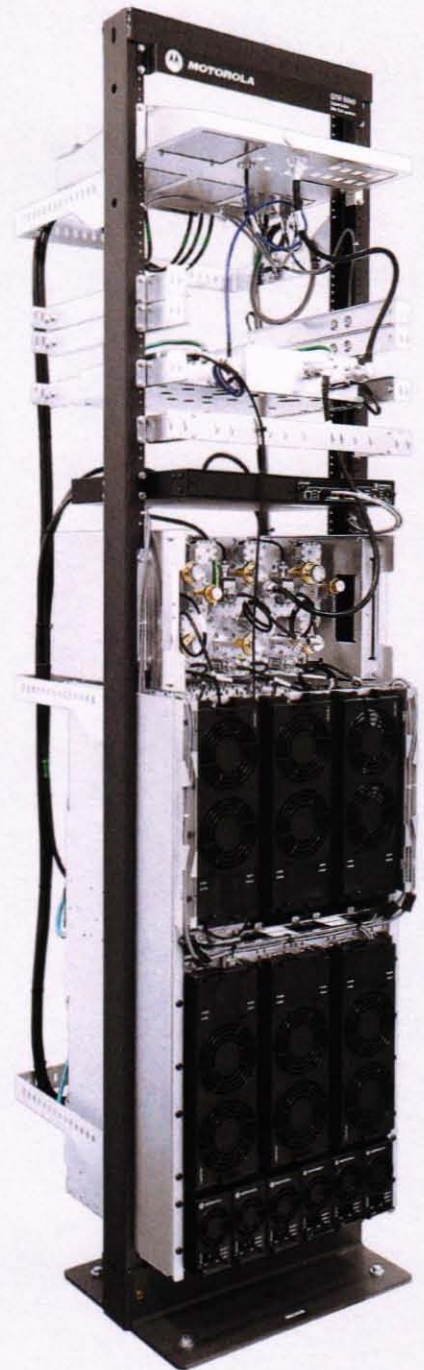
RECEIVER					
		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz
Frequency Range		792-825 MHz	380-435, 435-524 MHz	136-174 MHz	806-825 MHz
Analog Sensitivity (12 dB SINAD)	12.5 kHz channel	-118 dBm	-118 dBm	-119 dBm	-118 dBm
	25 kHz channel	-117 dBm	-117 dBm	-118 dBm	-117 dBm
Digital Sensitivity (5% BER)	C4FM	-118 dBm	-118 dBm	-119 dBm	-118 dBm
	H-CPM	-116 dBm	-116 dBm	-117 dBm	-116 dBm
Intermodulation Rejection		85 dB			
Digital Adjacent Channel Rejection		60 dB			
Analog Adj Channel Rejection (EIA603)	12.5 kHz channel	75 dB			
Analog Adj Channel Rejection (TIA603D)	12.5 kHz channel	50 or 60 dB (adjustable)			
	25 kHz channel	80 dB			
Spurious and Image Response Rejection	Standard	85 dB	85 dB	90 dB	85 dB
	With optional preselector	100 dB	100 dB	95 dB	100 dB
Analog Audio Response		+1, -3 dB from 6 dB per octave de-emphasis; 300-3000 Hz referenced to 1000 Hz at line output			
Analog Audio Distortion		3% or 5% (adjustable)			
Analog FM Hum and Noise	12.5 kHz channel	45 dB			
	25 kHz channel	50 dB			
Intermediate Frequency	First	73.35 MHz	73.35 MHz	44.85 MHz	73.35 MHz
	Second	2.16 MHz			



# GTR 8000 EXPANDABLE SITE SUBSYSTEM (SQM01SUM7054A)

The single rack design of the GTR 8000 Expandable Site Subsystem (ESS) houses up to 6 channels with RF distribution and power systems. Factory-configured and tuned to your specific system, it makes installation quick and easy. Connect multiple ESS racks to achieve maximum site capacity.

GENERAL SPECIFICATIONS						
		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz	900 MHz
Number of Channels		1 to 6	1 to 6	1 to 6	2 to 6	1 to 6
Height with 7.5 ft Rack		90.4 in (2300 mm)				
Footprint (W x D) with 7.5 ft Rack		20.5 x 23.5 in (520 x 600 mm)				
Weight with 7.5 ft Rack		520 lb (235 kg)	UHF R1: 475 lb (215 kg) UHF R2: 565 lb (260 kg)	475 lb (215 kg)	538 lb (246 kg)	575 lb (260 kg)
Temperature Range		-22 to 140 °F (-30 to 60 °C)				
Power Requirements		AC: 90-264 VAC, 47-63 Hz, DC: 43.2-60 VDC				
Power Consumption	C4FM,FM	2900 W	2500 W	2650 W	4580 W	3700 W
	LSM, H-DQPSK	3100 W	2700 W	2200 W	N/A	4100 W
	C4FM,FM (Efficiency Package)	2755 W	2325 W	2500 W	4310 W	3700 W
	LSM, H-DQPSK (Efficiency Package)	2900 W	2500 W	2100 W	N/A	4100 W
Antenna Connectors	TX	7/16 or N Female	7/16 Female	N Female	N Female	7/16 Female
	RX	N Female	N Female	BNC Female	N Female	N female
Channel Spacing		12.5/25 kHz	12.5/25 kHz	12.5/15/ 25/30 kHz	12.5/25 kHz	12.5 kHz
Transmit Combiner Spacing		100 or 150 kHz	150 kHz (450 - 512 MHz) N/A (380-450, 512-524 MHz)	N/A	N/A	12.5 kHz (Hybrid) 150 kHz (Cavity)
Modulation	TX	C4FM, LSM, H-DQPSK, FM	C4FM, LSM, H-DQPSK, FM	C4FM, LSM, H-DQPSK, FM	FM, C4FM	C4FM, LSM, H-DQPSK
	RX	C4FM, H-CPM, FM	C4FM, H-CPM, FM	C4FM, H-CPM, FM	C4FM, H-CPM, FM	C4FM, H-CPM
Frequency Stability		Repeater Site: 100 ppb/2 yr				
		Simulcast (Multisite): GPS synchronized				



TRANSMITTER (CABINET OUTPUT)					
	700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz	900 MHz
Frequency Range	764-776, 851-870 MHz	380-435, 435-524 MHz	136-174 MHz	851-870 MHz	935-941 MHz
Power Output	1-40 W	C4FM, FM: 2-110 W (380-450, 512-524 MHz) LSM, H-DQPSK: 2-100 W (380-450, 512-524 MHz) C4FM, FM: 1-33 W (450-512 MHz) LSM, H-DQPSK: 1-30 W (450-512 MHz)	C4FM, FM: 2-100 W LSM, H-DQPSK: 2-60 W	13-134 W	2-way Hybrid: 1-37 W 3-way Hybrid: 1-22 W 4-way Hybrid: 1-17 W 5-way Hybrid: 1-12 W 6-way Hybrid: 1-10 W
Modulation Fidelity	5%				
Intermodulation Attenuation	80 dB	80 dB (450-512 MHz), 65 dB (380-450, 512-524 MHz)	55 dB	55 dB	80 dB
Spurious / Harmonic Emissions Attenuation	90 dB				
Analog FM Hum / Noise	12.5 kHz channel	45 dB	45 dB	45 dB	TBA
	25 kHz channel	50 dB	50 dB	50 dB	TBA
Analog Audio Distortion	<2% at 1000 Hz, 1% typ for UHF and VHF bands				
Emissions Designators	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 10K0F1E, 10K0F1D, 10K0F1W, 9K80D7E, 9K80D7D, 9K80D7W, 17K7D7D, 16K0F1D, 16K0F3E, 11K0F3E, 14K0F1D, 14K0F3E, 21K7D7E, 21K7D7D, 21K7D7W	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 9K80D7E, 9K80D7D, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F1D, 16K0F3E	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 9K80D7E, 9K80D7D, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F1D, 16K0F3E	8K10F1E, 8K10F1D, 8K10F1W, 10K0F1E, 10K0F1D, 10K0F1W, 16K0F1D, 16K0F3E, 11K0F3E, 14K0F1D, 14K0F3E	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 9K80D7E, 9K80D7D, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F1D, 16K0F3E

Options include Topstream RF Direct Digital Synthesizer for VHF, UHF 360-430, 512-524 MHz and High Power 800 MHz

RF DISTRIBUTION SYSTEM (TX)			
	700/800 MHz Cavity	900 MHz Hybrid	UHF Cavity
Frequency Range	764-776 MHz 851-870 MHz	935-941 MHz	450-512 MHz
Insertion Loss (150 kHz spacing)	3.1 dB typ	2-way loss: 4.4 dB typ 3-way loss: 6.3 dB typ 4-way loss: 7.6 dB typ 5-way loss: 8.8 dB typ 6-way loss: 9.7 dB typ	4.5 dB typ
Tx-Tx Isolation (150 kHz spacing)	32 dB	20 dB	32 dB

RF DISTRIBUTION SYSTEM (RX)		
	700/800/900 MHz	UHF
Frequency Range	792-825 MHz or 896-902 MHz	450-512 MHz
Noise Figure	Typ / Limit	3.8 / 5.5 dB
Gain	Typ / Limit	10 / -16 to 24 dB adjustable
3rd Order Output Intercept (Typ)	21 dBm	19 dBm
Amplifier Intercept	35 dBm	40 dBm
Preselector Bandwidth	792-825 MHz or 896-902 MHz	2 or 3.5 MHz
RF Input Connector Type	N (Female)	N (Female)
RF Output Connector Type	BNC (Female)	BNC (Female)



RECEIVER (TOP OF CABINET)						
		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz	900 MHz
Frequency Range		792-825 MHz	380-435, 435-524 MHz	136-174 MHz	806-825 MHz	896-902 MHz
Analog Sensitivity (12 dB SINAD)	12.5 kHz channel	-123 dBm	-117 dBm (380-450, 512-524 MHz) -121.5 dBm (450-512 MHz)	-118 dBm (12.5/15 kHz)	-123 dBm	N/A
	25 kHz channel	-122 dBm	-116 dBm (380-450, 512-524 MHz) -120.5 dBm (450-512 MHz)	-117 dBm (25/30 kHz)	-122 dBm	N/A
Digital Sensitivity (5% BER)	C4FM	-123 dBm	-117 dBm (380-450, 512-524 MHz) -121.5 dBm (450-512 MHz)	-118 dBm	-123 dBm	-123 dBm
	H-CPM	-121 dBm	-115 dBm (380-450, 512-524 MHz) -119.5 dBm (450-512 MHz)	-116 dBm	N/A	-118.5 dBm
Intermodulation Rejection		80 dB				
Digital Adjacent Channel Rejection		60 dB				
Analog Adjacent Channel Rejection (EIA603)	12.5 kHz channel	75 dB	75 dB	75 dB	75 dB	N/A
Analog Adjacent Channel Rejection (TIA603D)	12.5 kHz channel	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	N/A
	25 kHz channel	80 dB	80 dB	80 dB	80 dB	N/A
Spurious and Image Response Rejection		100 dB	85 dB (380-435 MHz)	90 dB	100 dB	100 dB
			100 dB (450-512 MHz)			
Analog Audio Response		+1, -3 dB from 6 dB per octave de-emphasis; 300-3000 Hz referenced to 1000 Hz at line output				
Analog Audio Distortion		3% or 5% (adjustable)	3% or 5% (adjustable)	3% or 5% (adjustable)	3% or 5% (adjustable)	N/A
Analog FM Hum / Noise	12.5 kHz channel	45 dB	45 dB	45 dB	45 dB	N/A
	25 kHz channel	50 dB	50 dB	50 dB	50 dB	N/A
Intermediate Frequency	First	73.35 MHz	73.35 MHz	44.85 MHz	73.35 MHz	73.35 MHz
	Second	2.16 MHz				

## GCM 8000 COMPARATOR (T7321A)

GENERAL SPECIFICATIONS	
TRUNKING SYSTEMS	
Channel Capacity	1 or 2
Size (HxWxD)	5.25 x 19 x 18 in (133 x 483 x 457 mm)
Weight	40 lb (18 kg)
Temperature Range	-22 to 140°F (-30 to 60°C)
Rack Option	19 in standard rack mountable
Time Stability	External Reference
Power Requirements	AC: 90-264 VAC 47-63Hz DC: 43.2-60 VDC
Power Consumption	AC: 1 module 130 W AC: 2 modules 160 W DC: 1 module 60 W DC: 2 modules 80 W

## GRV 8000 COMPARATOR (T8341A)

GENERAL SPECIFICATIONS	
CONVENTIONAL SYSTEMS	
Channel Capacity	1 or 2
Size (HxWxD)	5.25 x 19 x 18 in (133 x 483 x 457 mm)
Weight	36 lb (16 kg)
Temperature Range	-22 to 140°F (-30 to 60°C)
Rack Option	19 in standard rack mountable
Time Stability	External Reference
Power Requirements	AC: 90-264 VAC 47-63Hz DC: 43.2-60 VDC
Power Consumption	AC: 1 module 80 W AC: 2 modules 105 W DC: 1 module 50 W DC: 2 modules 75 W

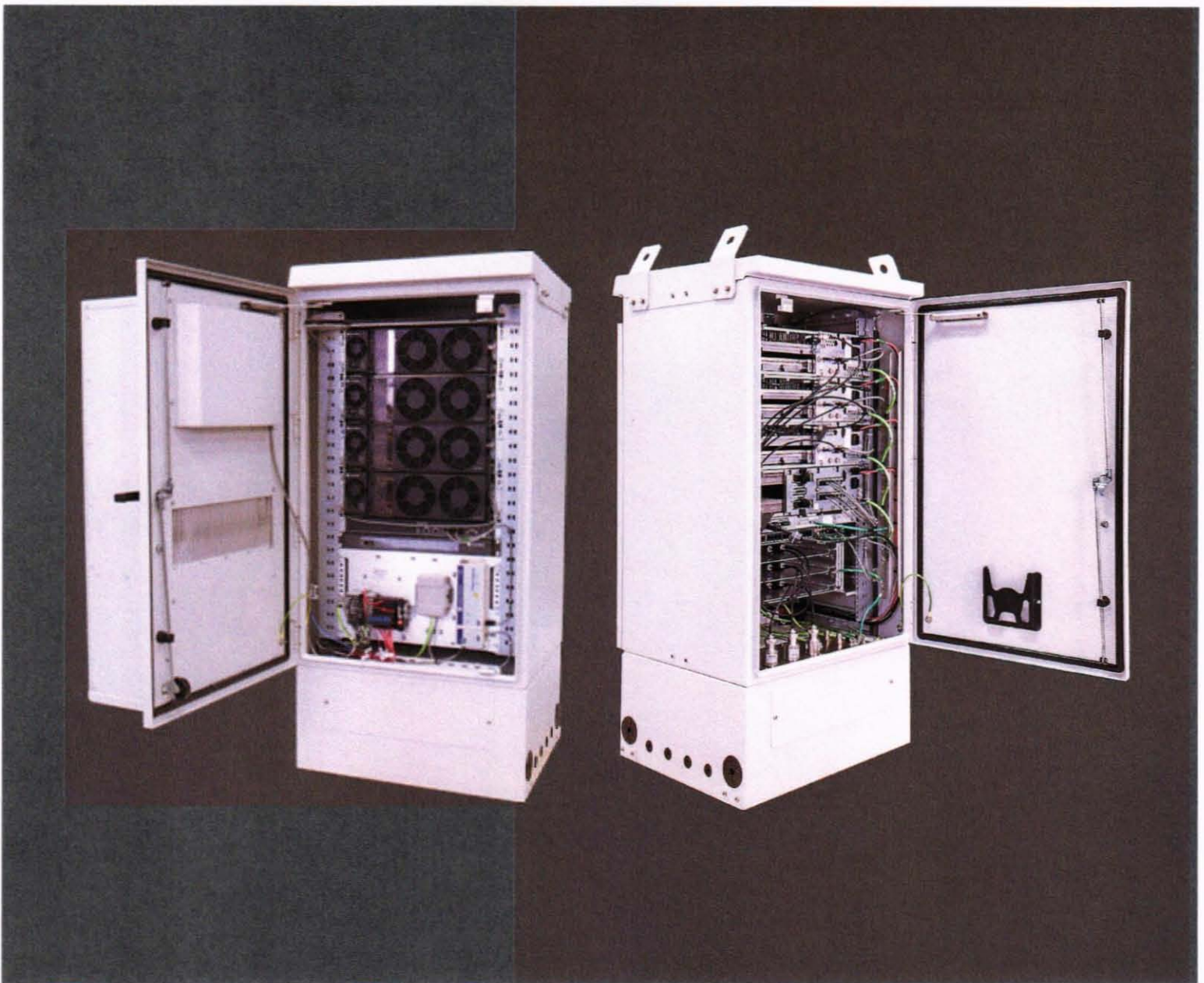
## GPW 8000 RECEIVER (T7540A)

GENERAL SPECIFICATIONS					
		700/800 MHz	UHF Range 1	VHF	900 MHz
Frequency Range		792-825 MHz	380-435, 435-524 MHz	136-174 MHz	896-902 MHz
Size (HxWxD)		5.25 x 19 x 18 in (133 x 483 x 457 mm)			
Weight		36 lb (16 kg)			
Temperature Range		-22 to 140°F (-30 to 60°C)			
Power Requirements		AC: 90-264 VAC 47-63Hz DC: 43.2-60 VDC			
Power Consumption (1 Module / 2 Modules)	AC - Power Efficiency Package	40 / 65 W			
	DC - Power Efficiency Package	30 / 50 W			
	AC	80 / 105 W			
	DC	50 / 75 W			
Antenna Connectors	Standard	BNC Female			
	With Optional Preselector	N Female			
Modulation		C4FM, FM			
Frequency Stability		Conventional: 100 ppb/2 yr			
Analog Sensitivity (12 dB SINAD)	12.5 kHz channel	-118 dBm	-118 dBm	-119 dBm (12.5/15 kHz)	N/A
	25 kHz channel	-117 dBm	-117 dBm	-118 dBm (25/30 kHz)	N/A
Digital Sensitivity (5% BER)	C4FM	-118 dBm	-118 dBm	-119 dBm	-118 dBm
	H-CPM	-116 dBm	-116 dBm	-117 dBm	-116 dBm
Intermodulation Rejection		85 dB	85 dB	85 dB	N/A
Digital Adjacent Channel Rejection		60 dB	60 dB	60 dB	N/A
Analog Adjacent Channel Rejection (EIA603)	12.5 / 25 kHz channel	75 dB	75 dB	75 dB	TBA
Analog Adjacent Channel Rejection (TIA603D)	12.5 kHz channel	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	TBA
	25 kHz channel	80 dB	80 dB	80 dB	TBA
	Standard	85 dB	85 dB	90 dB	90 dB
Spurious and Image Response Rejection	With Optional Preselector	100 dB	100 dB	95 dB	N/A
Analog Audio Response		+1, -3 dB from 6 dB per octave de-emphasis; 300-3000 Hz referenced to 1000 Hz at line output			
Analog Audio Distortion		3% or 5% (adjustable)			
Analog FM Hum and Noise	12.5 kHz channel	45 dB			
	25 kHz channel	50 dB			
Intermediate Frequency	First	73.35 MHz	73.35 MHz	44.85 MHz	73.35 MHz
	Second	2.16 MHz			

## GCP 8000 SITE CONTROLLER (T7038A)

GENERAL SPECIFICATIONS			
Channel Capacity	Repeater Site: 28	Rack Option	19 in standard rack mountable
	Simulcast (Multicast): 30	Frequency Stability	Simulcast (Multisite): External
Size (HxWxD)	5.25 x 19 x 18 in (133 x 483 x 457 mm)	Power Requirements	AC: 90-264 V, 47-63 Hz or DC: 43.2-60 V
Weight	40 lb (18 kg)	Power Consumption	AC: 130 W, DC: 60 W
Temperature Range	-22 to 140 °F (-30 to 60 °C)		

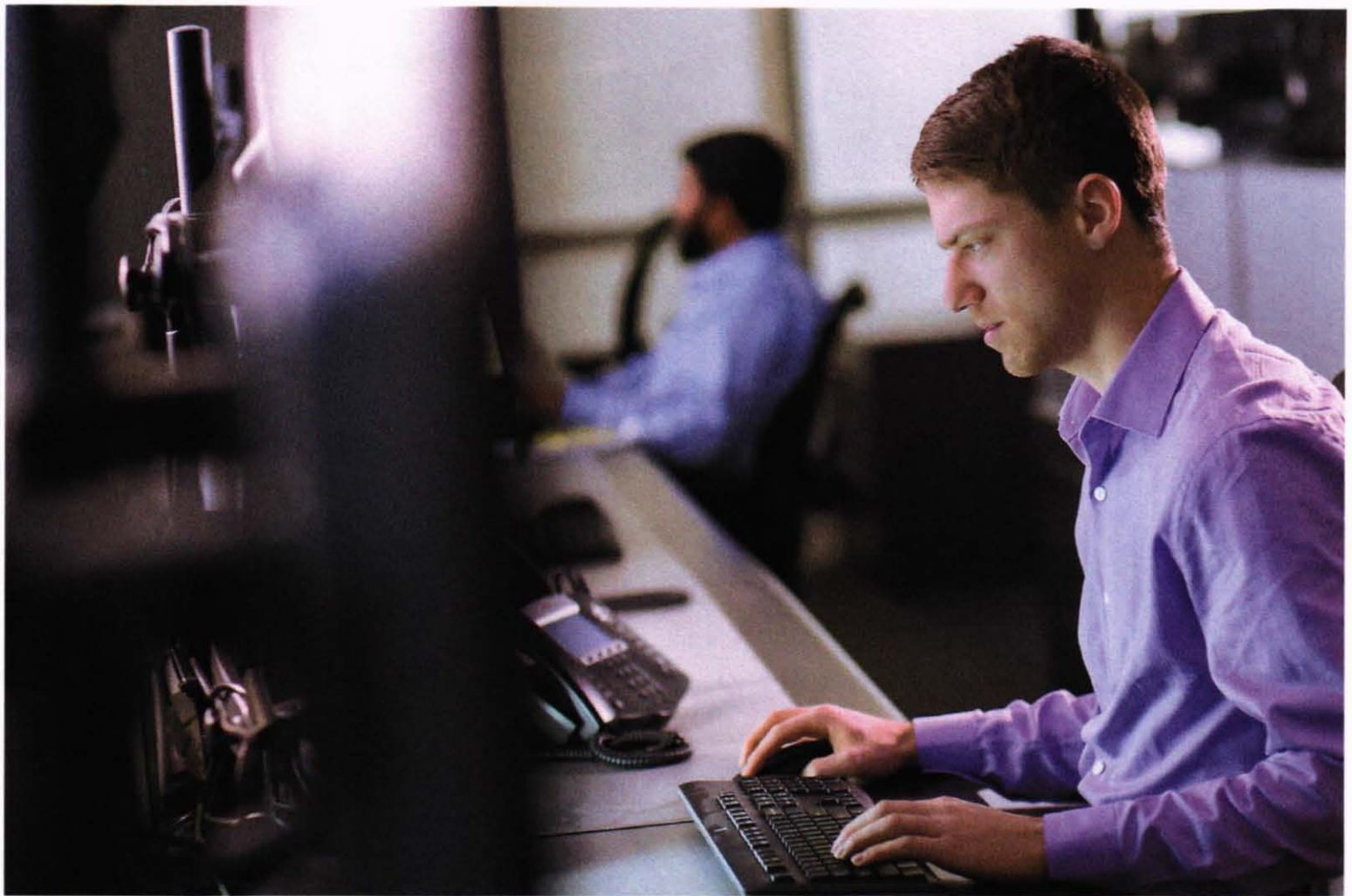




## G-SERIES COMPACT SITE

Protected from the elements, the G-Series Compact Site is a complete ASTRO 25 site that can house up to three GTR 8000 Base Radios in an outdoor, environmentally controlled cabinet. It is ideal for Project 25 (P25) deployments where building enclosures are not cost effective or not feasible due to difficult terrain.

<b>Frequency Band</b>	700 MHz, 800 MHz
<b>Size (HxWxD)</b>	51.2 x 27.2 x 36.5 in (1300 x 690 x 925 mm): Pole Mount 59.5 x 27.2 x 36.5 in (1510 x 690 x 925 mm): Pad Mount 55.3 x 27.2 x 36.5 in (1405 x 690 x 925 mm): Wall Mount
<b>Weight</b>	230 lb (104 kg) empty, 460 lb (209 kg) fully loaded
<b>Temperature Range (External to Cabinet)</b>	-22 to 122 °F (-30 to 50 °C)
<b>Mounting Options</b>	Pole, Pad, or Wall Mountable



## SERVICES

Choose the right level of services you need to achieve mission-critical performance for your ASTRO 25 system. The more you engage Motorola Solutions, the more you transfer the risk to us and achieve peace of mind in maximizing your uptime.



### ESSENTIAL

Technical support when and where you need it, so you can maintain and restore your system.



### ADVANCED

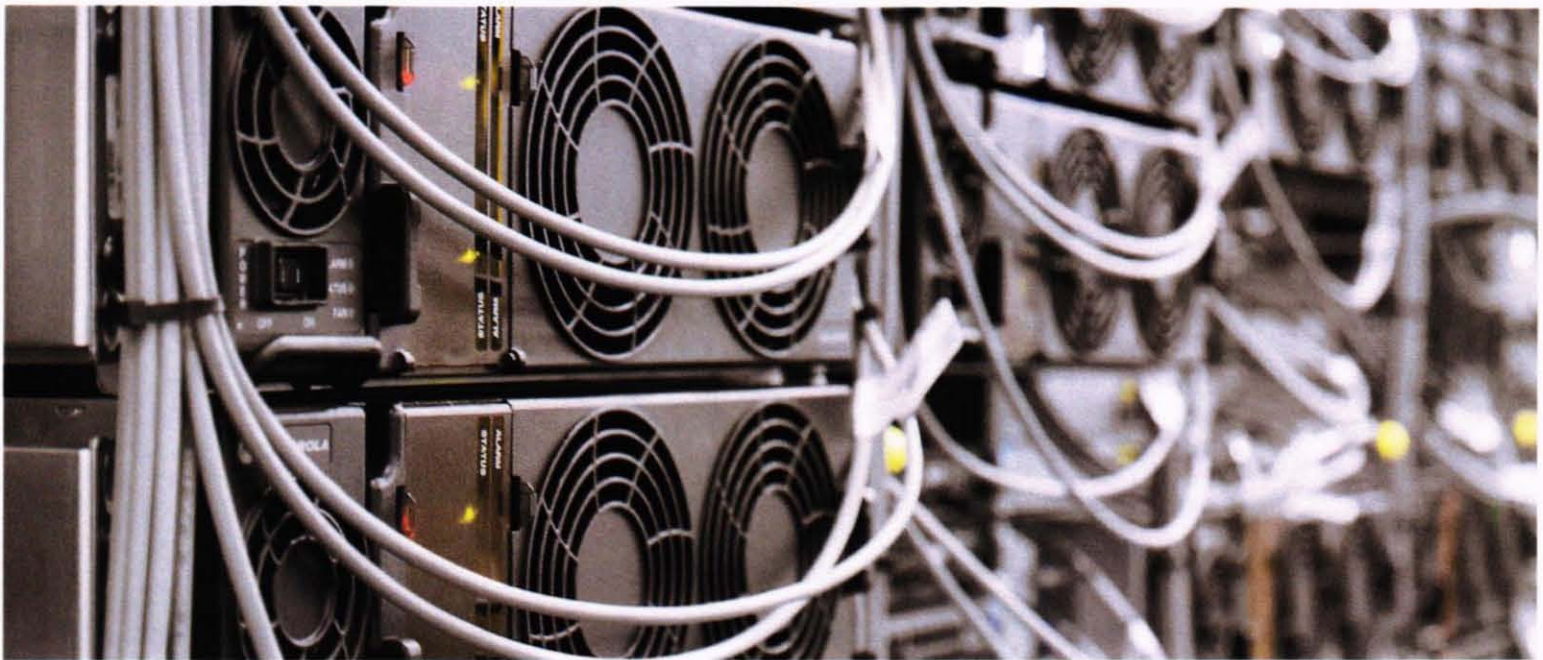
Rely on us to monitor and update your network, providing improved network response and continuity.



### PREMIER

Transfer day-to-day accountability to us to operate and optimize all or part of your system to maximize performance and reduce risk.





#### FCC TYPE ACCEPTANCE

Frequency Range	Type	Power Output	Type Acceptance Number
136-174 MHz	Transmitter	2-100 W	ABZ89FC3790B, ABZ89FC3799B
136-174 MHz	Receiver	N/A	ABZ89FR3791B
406-435 MHz	Transmitter	2-110 W	ABZ89FC4821B
406-435 MHz	Receiver	N/A	ABZ89FR4822B
435-512 MHz	Transmitter	2-110 W	ABZ89FC4819B
435-512 MHz	Receiver	N/A	ABZ89FR4820B
764-776 MHz	Transmitter	2-100 W	ABZ89FC5812B
851-870 MHz	Transmitter	2-100 W	ABZ89FC5810B
792-825 MHz	Receiver	N/A	ABZ89FR5811B
935-941 MHz	Transmitter	2-120 W	ABZ89FC5823B
896-902 MHz	Receiver	N/A	ABZ89FR5824B
851-870 MHz	Transmitter	15-150 W	ABZ89FC5825B

#### EU REGULATORY COMPLIANCE

CE mark is available on the GTR 8000 Base Radio (T7039A) and GPW 8000 Receiver (T7540A) in the following frequency ranges: UHF 380-525 MHz and VHF 136-174 MHz.

#### NOTES

- All specifications shown are typical unless otherwise noted.
- All specifications are subject to change without notice.

For more information, please visit us on the web at [www.motorolasolutions.com/ASTRO](http://www.motorolasolutions.com/ASTRO)



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**SUPPORTS CIRCUIT WIRELINE AND IP NETWORKS**

## MLC 8000 CONVENTIONAL ANALOG COMPARATOR

The MLC 8000 is a versatile product platform that allows gradual migration of analog conventional voting/simulcast systems from circuit connectivity to IP network connectivity (LAN or WAN networks). When designing a conventional system one MLC 8000 operates as a console Tone Remote Control (TRC) interface and audio voter and at least one MLC 8000 as a sub-site link converter to 4-wire analog base stations and receivers. It allows users to immediately realize the savings of IP connectivity by providing a flexible solution with a direct interface to the existing 4-wire equipment at the remote RF sites.

- Interface with existing analog TRC consoles
- Interface with existing analog 4-wire base stations and receivers
- Supports PL/DPL generation, pre-emphasis and companding for analog simulcast
- Supports analog simulcast over IP subsite links up to 64 subsites
- Supports analog conventional voting on ASTRO® 25 systems with IP subsite links
- Fully compatible with GTR 8000 stations, QUANTAR™ stations or ASTRO-TAC receivers

### **SUPERIOR AUDIO QUALITY**

The MLC 8000 uses an advanced G.711 voice codec technology to provide transparent operation for several analog signaling standards including MDC 1200 and DTMF. The Motorola-designed audio sampling hardware and digital signal processing provide superior audio fidelity, minimizing the impact of packetization on the audio quality experienced by subscribers and console operator positions.



## DATA SHEET

### MLC 8000 CONVENTIONAL ANALOG COMPARATOR

#### SPECIFICATIONS

	MLC 8000	DC POWER ADAPTER
Dimensions (H x W x D)	1.7 in (4.2cm) x 8.6 in (21.8cm) x 10.4 in (26.4cm)	1.24 in (3.2cm) x 1.79 in (4.5cm) x 4.35 in (11.1cm)
Weight	5.8 lbs (2.6kg)	
Temperature	-30 °C to 60 °C (-22 °F to 140 °F) operating -40 °C to 80 °C (-40 °F to 176 °F) non-operating	-30 °C to 60 °C (-22 °F to 140 °F) operating -40 °C to 80 °C (-40 °F to 185 °F) non-operating
Humidity	5 to 95% @+50 °C (122 °F) (Non-Condensing)	5 to 95% @+50 °C (122 °F) (Non-Condensing)
Heat Dissipation	40 BTU/Hour (Maximum)	
Input Voltage Range	10.8 to 14 VDC (12v Nominal) b	90-260VAC
Input Frequency		60Hz/50Hz
Output Voltage Range		11.4V to 12.6V (12v Nominal)
Current Draw	Less than 0.6A at 12VDC	
Power Consumption	9 Watts (Maximum)	Maximum Load 2.0A
Environmental Regulatory	EU WEEE Directive EN 50419 Compliant	EU WEEE Directive EN 50419 Compliant
Safety Certifications	United States: UL60950-1 (UL Listed), Europe: EN60950-1, Canada: CSA	

#### INTERFACE SPECIFICATIONS

4-wire Analog Audio (Non-simulcast subsite link converter configuration)	Four RJ45 Connectors RX/TX Line Impedance: 600 Ohm	Input Audio Level: -30 to +10dBm, adjustable Output Audio Level: -30 to +10dBm, adjustable
Analog Simulcast Base Radio Port (Simulcast subsite link converter configuration)	One RJ45 Connector RX/TX Line Impedance: 600 Ohm PTT External PTT (logic output)	Output Audio Level: -10dBm output, -1dB adjustable Output Audio Delay: 0 to 300ms, 1usec adjustable Input Audio Level: -30 to +10dBm, adjustable
4-wire Analog Console Port (Analog comparator configuration)	One RJ45 Connector RX/TX Line Impedance: 600 Ohm	Input Audio Level: -30 to +10dBm, adjustable Output Audio Level: -30 to +10dBm, adjustable
V24 Digital Audio	Four RJ45 Connectors	Synchronous RS232, 9600 baud Motorola V24 Protocol
Ethernet	RJ45 Connector	
Analog Simulcast External Reference Input +12 VDC Input	QMA Connector (QMA-to-BNC jack adapter included) High Impedance (6.8K Ohms)	Required for analog simulcast comparator and analog simulcast subsite link converter configurations. Requires 5MHz/1PPS composite reference from TRAK 8835-2M or TRAK 9100

#### SYSTEMS SPECIFICATIONS

	ANALOG NON-SIMULCAST VOTING	ANALOG SIMULCAST	MIXED-MODE NON-SIMULCAST VOTING <sup>1</sup>	V24 SUBSITE LINK CONVERTER <sup>2</sup>
Comparator Voting Capacity	1-64 receivers	1-64 receivers	1-64 receivers	1-64 receivers
Subsite Link Converter Capacity	Up to 4 TRC stations or receivers	1 Simulcast TX/RX station <sup>3</sup> or 1 receiver	Up to 4 V24/4-wire "hybrid link" stations or receivers	Up to 4 V24 stations or receivers
Subsite Link Types	T1 channel bank, IP	IP	T1 channel bank, IP	T1 channel bank, IP
Analog IP Audio Companding	G.711 (64Kbps, PCM)	G.711 (64Kbps, PCM)	G.711 (64Kbps, PCM)	N/A
Console Interface	Tone Remote Control	Tone Remote Control	Motorola V24	Motorola V24
Station/Receiver Interface	Receiver: Status Tone Station: Tone Remote Control (TRC)	Receiver: Status Tone Station: External PTT and Status Tone	Motorola V24	Motorola V24
Voting Algorithm	Continuous Voting	Continuous Voting	Continuous Voting Vote and Hold (Analog)	Continuous Voting
Voting Control and Display	MLC 8000 configuration tool standard or MCN 8000 Server/Client (CTI Products, Inc.)	MLC 8000 configuration tool standard or MCN 8000 Server/Client (CTI Products, Inc.)	MLC 8000 configuration tool standard or MCN 8000 Server/Client (CTI Products, Inc.)	MLC 8000 configuration tool standard or MCN 8000 Server/Client (CTI Products, Inc.)

<sup>1</sup> Requires ASTRO 25 Core and GCM 8000 Comparator

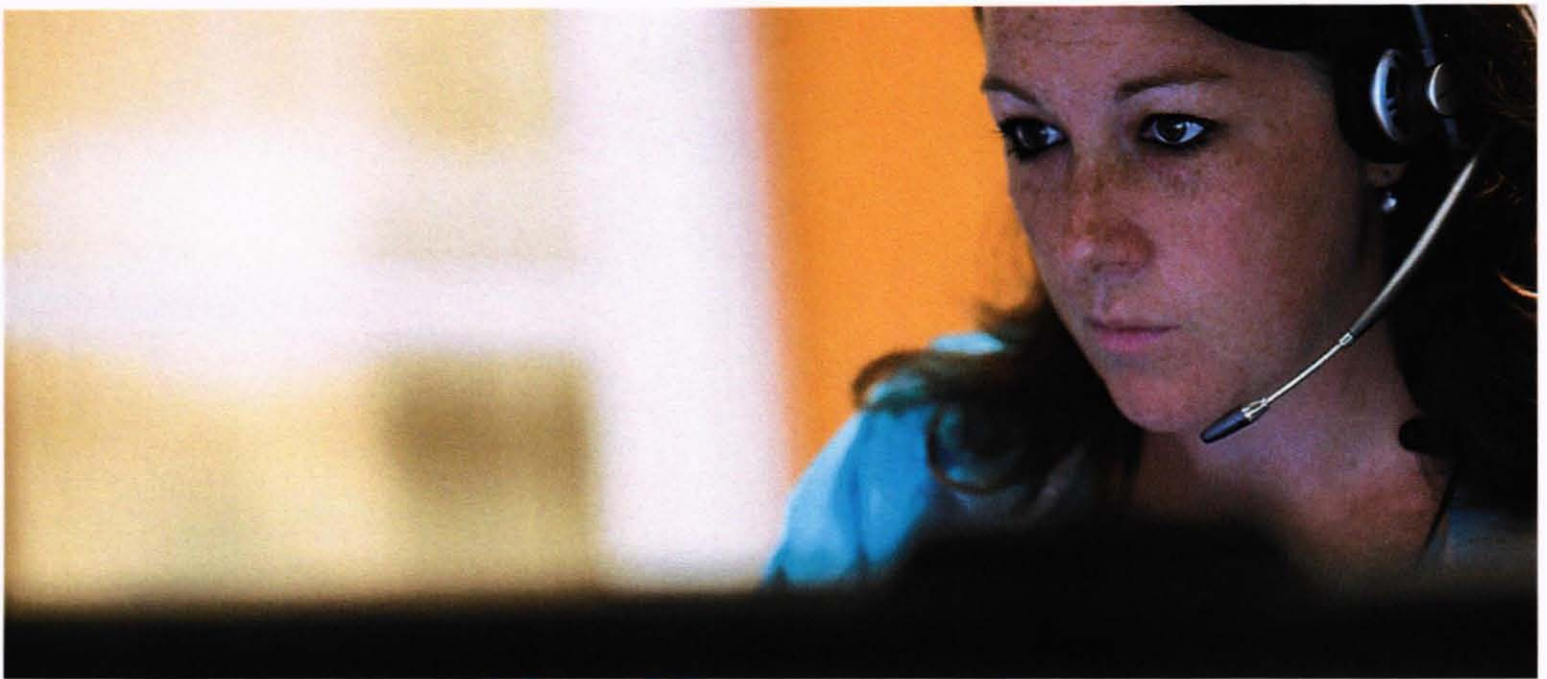
<sup>2</sup> Requires GCM 8000 Comparator

<sup>3</sup> Requires TRAK GPS-synchronized composite reference

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. [motorolasolutions.com/ASTRO25](http://motorolasolutions.com/ASTRO25)

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# MCC 7500E IP DISPATCH CONSOLE

## THE CONTINUAL PURSUIT FOR OPERATIONAL EFFICIENCY

Better manage the flow of critical information and be the pipeline of intelligence to those who need it most with the MCC 7500E IP Dispatch Console. The ultra small form factor makes deployment simple and easy across dispatch centers where space is at a premium. Additionally, the MCC 7500E offers dual Ethernet connections minimizing the risk of a lost connection.

### TAKE IT WITH YOU

The MCC 7500E IP Dispatch Console provides a full console interface experience anywhere inside or outside of your radio network. It can operate as a permanent, back up or mobile solution, with full console functionality. Whether for a planned event or immediate emergency response, command a wealth of information for high-impact results. Connect to responders with voice, Talkgroup Text Message and tone communication on ASTRO® 25 trunked and conventional systems.

#### NEW SMALL FORM FACTOR

CONTINUAL REDUCTION IN PHYSICAL SPACE REQUIREMENTS FOR THE HARDWARE

REDUNDANCY IN ETHERNET CONNECTIONS HELPING TO ENSURE HIGH AVAILABILITY OF THE SYSTEM

### DISPATCH APPLICATION ECOSYSTEM

The ability to integrate Motorola Solutions and other third party dispatch applications with the MCC 7500E console API creates a dispatch environment that helps you meet the needs of your first responders.

#### Motorola Solutions Certified Logging Recorders

The Motorola Solutions certified NICE and Verint Logging Recorders provide seamless dedicated recording for the MCC 7500E console to improve productivity and offer post incident insights to your operations. They are the only recording solutions that meet all of the extensive Motorola Solutions performance specifications required to be implemented on the ASTRO 25 IP network.

#### PremierOne™ Computer Aided Dispatch

PremierOne CAD integrates with the MCC 7500E console to streamline workflows, minimize key strokes and reduce input error for more dispatch efficiency. Your personnel can operate within a single interface and from one mouse and keyboard to receive 9-1-1 calls, manage an incident response and communicate critical information to responders in the field.





### Advanced Messaging Solution

The Advanced Messaging Solution builds upon the Talkgroup Text Messaging capability of the MCC 7500E IP Dispatch Console, further enhancing responder decision-making abilities by facilitating two-way texting between dispatch and users in the field. When voice communication is not an option, Advanced Messaging Solution provides responders with critical information, right at their fingertips, on portable radios or broadband devices.

### APX Personnel Accountability

Streamline on-scene roll calls and gain the confidence to make critical decisions with an easy to use single screen view showing the status of all on-scene personnel. Rapidly execute evacuation orders to quickly alert your team to changing situations and see that everyone acknowledges.

### EASE OF USE MAKES FOR MORE EFFECTIVE SUPPORT

First responders don't know or care where your dispatchers are. Yet, they need the same high level of responsiveness in each and every emergency. The MCC 7500E leverages a graphical user interface (GUI) that has been continuously improved upon based on user feedback for over 10 years. Examples of enhancements range from various color choices for resource backgrounds, buttons, or on screen text to fully customizable sizes of resources. The continual pursuit of operational efficiency enables your dispatchers to quickly adapt to a new system with a short learning curve and minimal training allowing them to feel right at home.

The customizable GUI design helps your dispatchers become more efficient and productive using purpose-designed workflows with minimal click-throughs, critical resource information displays and contextual right-click menus. It is also beneficial for switching seamlessly between the MCC 7500E, MCC 7500 and MCC 7100 IP Dispatch Consoles, enabling dispatchers to provide the same level

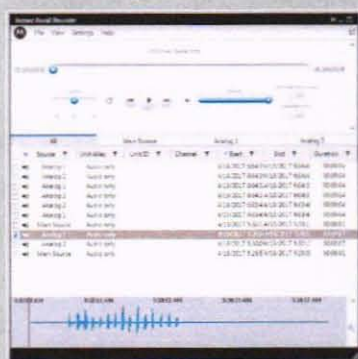
of service every time, with no additional training. Extra features are designed specifically to enable a smooth transition. The Enhanced Integrated Instant Recall Recorder helps maintain typical dispatch operation without extra equipment or installations. It can provide your dispatchers with access to the audio and associated call information across all call on their dispatch consoles. With flexible configuration options the Enhanced Integrated Instant Recall Recorder can be easily customized to meet the needs of individual dispatchers. The optional Audio Interface Module (AIM) facilitates use of purpose-built dispatch accessories if desired in place of commercial off-the-shelf USB accessories. With the MCC 7500E, you'll maximize your effectiveness in coordinating and informing first responders, from anywhere.

### THE INTELLIGENCE YOU NEED, EVERY TIME, ALL THE TIME

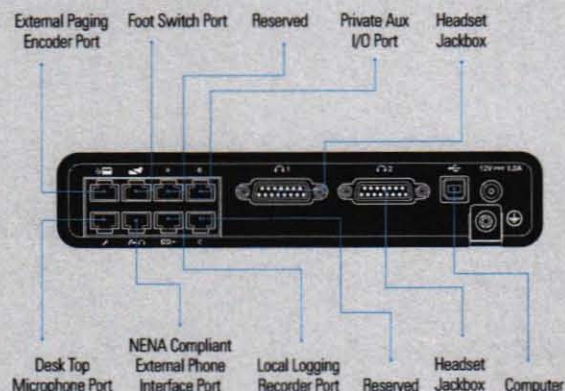
First responders rely heavily on dispatch for support. They need to be confident that your team can always offer the right information and coordination when an emergency arises. The inherent reliability and security of the ASTRO 25 system ensures first responders and dispatchers stay connected with best-in-class audio quality. Redundant Ethernet connections provide dispatchers with continued access to their dispatch consoles even during failures in the IP network LAN switches. For peace of mind that the right information always gets through, rely on the MCC 7500E IP Dispatch Console's smart voice prioritization and intelligent audio routing capabilities at your dispatch positions. Furthermore, continuous link and resource polling gives your dispatchers the confidence that once connected they stay connected.

### SCALE UP YOUR SYSTEM NOT YOUR COST

If your public safety agency is like most others, money is tight for you right now.



Enhanced Integrated Instant Recall Recorder







Tailor the MCC 7500E IP Dispatch Console to your needs with the customizable user interface

The MCC 7500E console is a cost effective, completely software-based solution. Flexible deployment options reduce physical space requirements and system management does not require specialized hardware knowledge. New functionality and expanded capacity arrive via software updates – upgradeable from a centralized, single point of contact. This cuts down on the time, expense and inconvenience of growing or managing your system.

Scale to the needs of your organization now and into the future with licensed capacity of 15, 30, 45, 60, 100, or 160 Radio Resources. Deploy the MCC 7500E console incrementally with interoperability with the MCC 7500, for even more installation flexibility.

## SOLUTION COMPONENTS

### MCC 7500E Console Positions

The MCC 7500E console connects directly to the radio system's IP transport network without gateways or interface boxes. Vocoding and encryption are performed within each software-based operator position. MCC 7500E consoles function as an integrated component of the total radio system without additional centralized electronics.

The MCC 7500E console position can be comprised of a desktop workstation with just a headset, or operate with a small formfactor computer and monitor with a keyboard, mouse/trackball/touchscreen, up to 8 assignable speakers, and a range of audio accessories. The MCC 7500E is designed for the workspace of the future. At 2.3 inches tall, the HP Z2 Mini is perfectly suited for dispatch operations where space is limited.

### Audio Accessories

Both Mission-Critical Audio Accessories are available including goose neck microphone, foot-switch and headset jack-box. Additionally, commercially available USB connected accessories can be used if desired.

## Compatibility

For dispatch users who need to conduct dispatching activities and other tasks on a single computer, the following applications are supported for such installation:

- K Core Configuration Manager
- ASTRO 25 Advanced Messaging Solution
- MKM 7000 Console Alias Manager Server
- MKM 7000 Console Alias Manager Client
- PRX 7000 Console Proxy Server
- Voting Control and Display Client
- Personnel Accountability Client
- PremierOne Text Messaging Client.

## Radio Resource Capacity Licenses

Radio Resource Capacity Licenses are available for 15, 30, 45, 60, 100, or 160 radio resources.

Capacity licenses are issued for the life of the product and continue in force when the system is upgraded.

## Remote Operation

Full dispatch capability is provided when operating outside of the ASTRO 25 Network. The MCC 7500E console supports firewall controlled access for up to 160 channels into the secure ASTRO 25 network from the Customer Enterprise Network (CEN). For remote access with additional security, virtual private network (VPN) access is also supported through the CEN.



## SPECIFICATIONS

System Compatibility	ASTRO® 25 System
Vocoder Algorithms Supported	AMBE, (IMBE is compatible with AMBE), G.728 (for Analog Conventional), G.711 (Telephony)
Encryption Algorithms Supported	AES (256 bit), DES-OFB, ADP (Advanced Digital Privacy)

### MCC 7500E IP DISPATCH CONSOLE CAPACITIES

Assignable Radio Resource Capacities	15, 30, 45, 60, 100, 160
Simultaneous Audio Sessions per Console	60
Bandwidth Requirement per Channel	35 kbps
Simultaneous Encryption/ Decryption Sessions per Secure Capable Console	60
Multi-Select Groups per Dispatch Console	Up to 16 (with up to 20 Members per Multi-Select group)
Patch Groups per Dispatch Console	Up to 16 (with 20 members per patch group)

## USB AUDIO INTERFACE MODULE SPECIFICATIONS

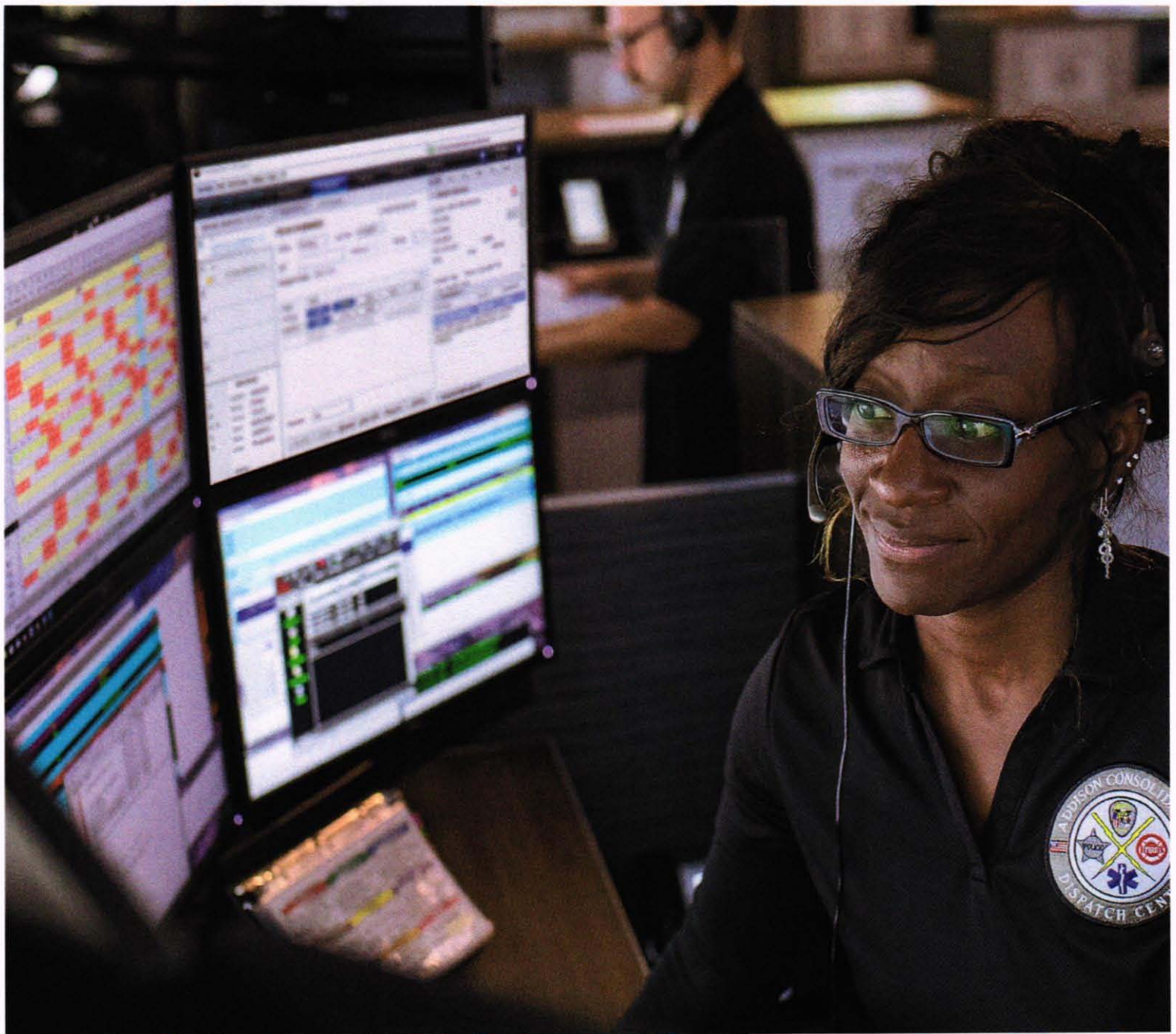
Before you mount and install the USB Audio Interface device (AIM), verify that you meet the environmental requirements necessary for the device to operate.

	Connector type	Device
Audio Interface Module (AIM)	RJ45	One desktop gooseneck microphone, one local logging recorder, one external telephone headset, one external paging encoder, one footswitch, and support for four private Aux I/O's.
	DB15	Two headset jacks connectors.
Dimensions (H x D x W)	1.69 x 5.23 x 8.39 in (43 x 133 x 213 mm)	
Weight	1.43 lbs (0.65 kg)	
AC Operating Voltage for the USB AIM Power Supply	90 VAC - 264 VAC	
Minimum Input Voltage	90 VAC with 57-63 Hz	
Maximum Input Voltage	264 VAC with 47-53 Hz	
Typical Input Voltages	115 VAC and 230 VAC	
DC Operating Voltage for the USB AIM Device	12 VDC (nominal)	
Maximum Power Consumption	0.5 A at 12 VDC (6 Watt)	
Operating Temperature	5°C (41°F) – 40°C (104°F)	
Storage Temperature	-25°C (-13°F) – 70°C (158°F)	
Relative Humidity Operating	0% – 90% relative humidity at 40°C non-condensing	
Certifications	CE CMM EPUF 50 EAC Safety CSA 60950-1-07 2011-12 UL 60950-1 2011 IEC 60950-1 2005	EMC Emissions & Immunity FCC part15B Class B ICES-003 EN 60950 - 1 : 2006 + A11 : 2009 + A1 : 2010 + A12: 2011 EN55022 :2010 EN55024 :2010 EN 61000-3-2:2006 +A1:2009 +A2:2009 EN 61000-3-3:2008 Energy Efficiency International Energy Efficiency Level V (AIM power supply only)



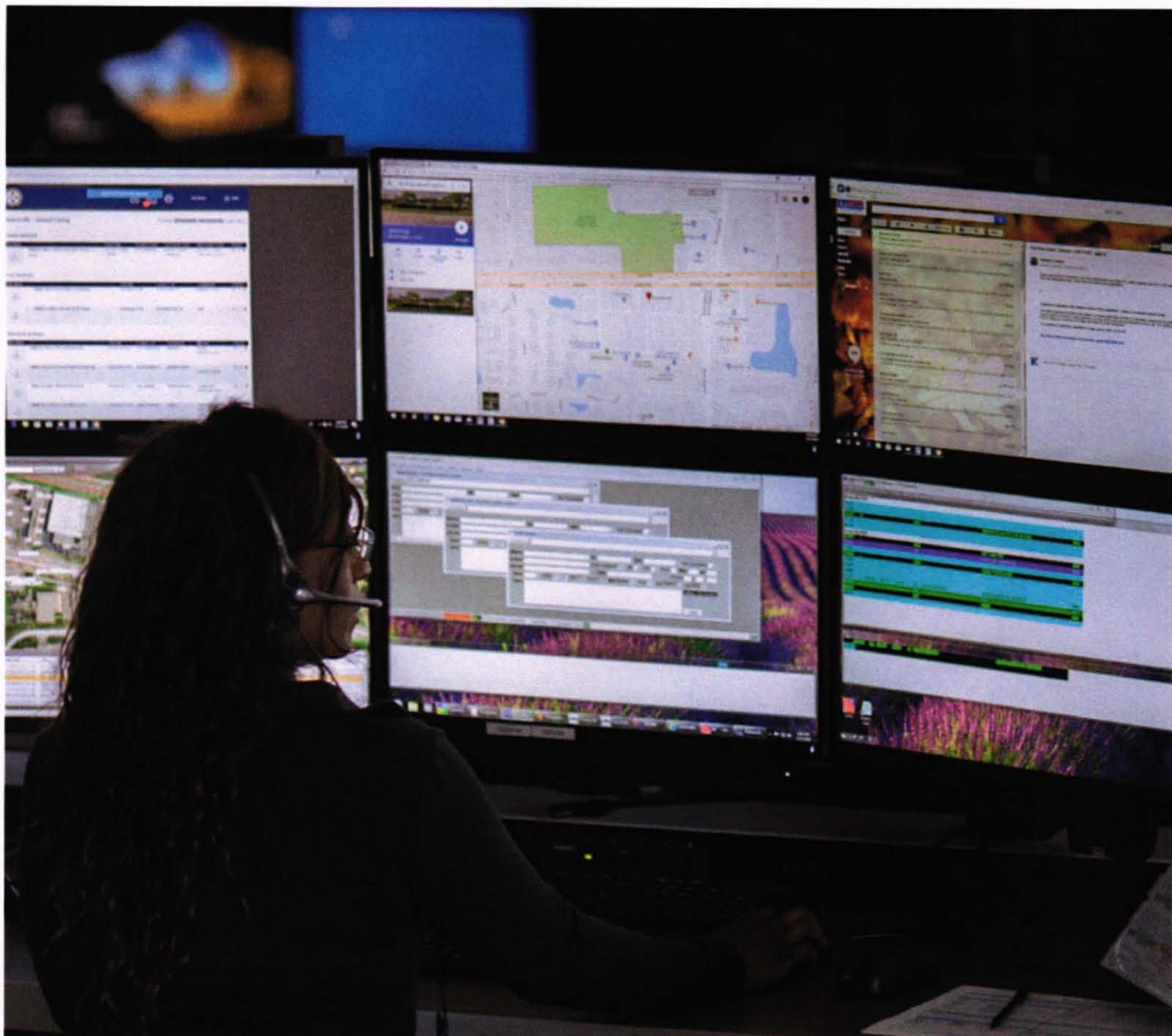
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# MISSION-CRITICAL DISPATCH ACCESSORIES





## MISSION-CRITICAL DISPATCH ACCESSORIES

As a dispatcher, when every second counts, it's your job to provide crucial intelligence to personnel and to keep people safe. Yet in today's world you have more information, resources, and tools competing for your attention than ever. Precious time is lost if you have to repeat yourself due to transmission difficulties. That's why we created a portfolio of mission-critical dispatching accessories. Based on extensive observation of the way dispatchers work, they have been thoughtfully designed to help you confidently and efficiently manage any situation that comes your way.



### Purpose Built Accessories

Superior Audio Quality and Performance



### Flexible Mounting Options

Freestanding or Permanently Mounted



### Reliability Through and Through

Rugged Physical Design for 24/7/365 Use

## USB GOOSENECK MICROPHONE B1951

The USB gooseneck microphone is specifically designed for use in mission critical dispatch products. This purpose-built USB-based microphone connects directly to the dispatch position's PC or USB hub.

With a dedicated instant transmit button located directly at the base of the microphone, dispatchers can effortlessly communicate with the talkgroup of their choice. The microphone has a dedicated monitor button, allowing dispatchers to quickly and easily listen on the channel to make sure another group isn't using it.

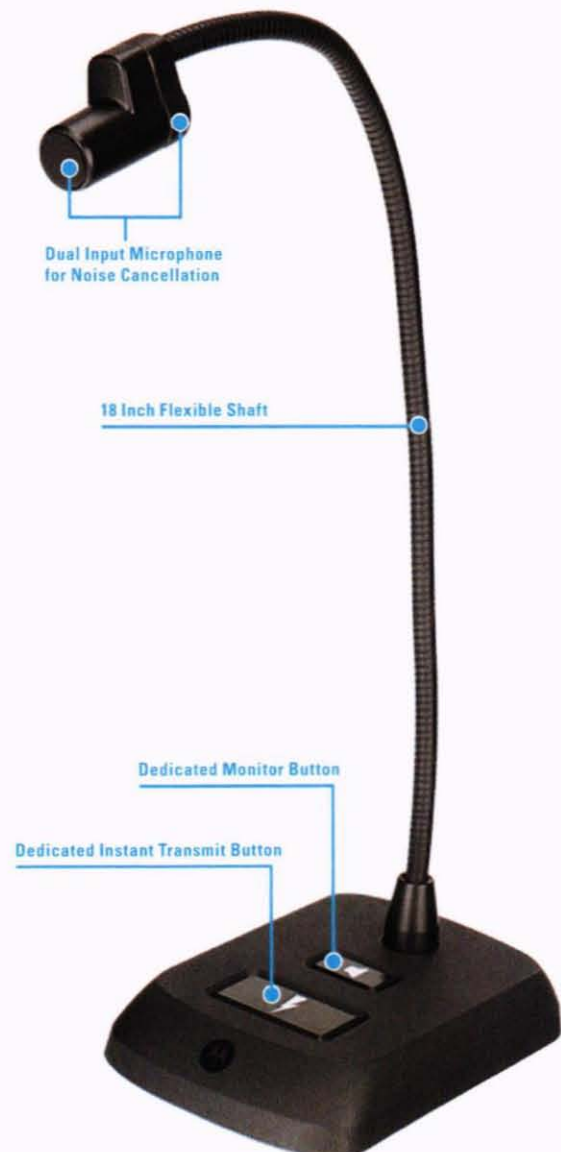
This microphone has built-in active noise cancellation capability designed to provide 20 db of front to back noise cancellation. Active noise cancellation delivers loud and clear audio by virtually eliminating both off-axis coloration and proximity effect that causes bassy and muffled audio when speaking too close to the microphone.

The microphone has flexible mounting configurations available. With both freestanding or permanent mounting options, the microphone will seamlessly blend into the environment however you see fit. The base of the microphone has threaded holes allowing you to securely fasten it to your dispatch furniture.

Utilizing the industry standard USB-C connector, the gooseneck microphone can be used with commercially available cables. For added assurance and optimal performance, special cables are available that can better meet the needs of mission-critical environments. The USB gooseneck microphone comes with two different cables. One of the cables has a Type A connector. The other cable has a Type C connector. These cables are longer than commercially available cables (4.5 meters) so they can be routed through dispatch furniture. They also include a thumb screw on the end that connects to the speaker to secure the cable to the speaker minimizing the risk of accidentally losing connection and missing incoming audio.

### GOOSENECK MICROPHONE SPECIFICATIONS

Frequency Response	150 - 12,500 Hz at 48 kHz sampling rate 80 - 3,750 Hz at 8 kHz sampling rate
Total Harmonic Distortion	<5%
Noise Cancellation	Minimum of 20 dB active noise cancellation
Dimensions (H x W x D)	21.0 x 4.7 x 6.5 inches (Gooseneck pointing straight up) 533 x 119 x 165 mm
Mounting Options	Freestanding Or Permanent - via two #10-32 threaded holes conveniently located at the base of the microphone stand that can be used to attach to flat surfaces.
Weight	2.6 lbs 1.2 kg
Power Consumption	<< 1 Watt
Thermal Output	< 1 BTU/Hr
Operating Temperature	32°F to 104°F 0°C to 40°C
Storage Temperature	-13°F to 158°F -25°C to 70°C
Relative Humidity Operating	0% - 90% relative humidity at 40°C non-condensing
Cable Connector Type	USB-C
Cable Length	4.5 meters 14.8 feet





## USB DESKTOP SPEAKER B1952

The USB speaker has been specifically designed for use in mission-critical environments. This USB-based desktop speaker connects directly into the dispatch position's PC or USB hub. Unlike commercially available desktop speaker systems, each speaker offers its own individual volume control. Having an adjustable volume control on each speaker allows dispatchers to more effectively manage incoming audio streams. The speakers can be powered via USB, or for added amplification, with an external power supply. For the highest audio quality it is recommended the speaker be used with an external power supply.

### THE USB DESKTOP SPEAKER SYSTEM PROVIDES DIFFERENT POWER LEVELS AS FOLLOWS:

85 db SPL at 50 cm	~2W	With no external power supply and a USB connection capable of providing 500mA of current
92 db SPL at 50 cm	~5W	With no external power supply and a USB connection capable of providing 1.5A of current
95 db SPL at 50 cm	~10W	With no external power supply and a USB connection capable of providing 3.0A of current
102 db SPL at 50 cm	~20W	With any type of USB connection and an external power supply

The speakers have a Type C USB connector with a threaded hole above it. While the speaker can be used with commercially available USB cables, special cables are available that can better meet the needs of mission critical customers. The USB desktop speaker comes with two different cables. One of the cables has a Type A connector. The other cable has a Type C connector. These cables are longer than commercially available cables (4.5 meters) so they can be routed through dispatch furniture. They also include a thumb screw on the end that connects to the speaker to secure the cable to the speaker minimizing the risk of accidentally losing connection and missing incoming audio.



Volume Control Knob

LED Status Indicator

Flexible Mounting Options



### USB DESKTOP SPEAKER SPECIFICATIONS

Frequency Response	120 - 10,300 Hz at 48kHz sampling rate 120 - 3,700 Hz at 8 kHz sampling rate
Total Harmonic Distortion	<5%
Dimensions (H x W x D)	Without Mounting Bracket 6.1 x 5.3 x 5.0 inches 155 x 135 x 127 mm  With Mounting Bracket 6.5 x 6.9 x 5.5 inches 165 x 175 x 140 mm
Weight	Speaker Only 2.0 lbs 0.9 kg  With Mounting Bracket 2.6 lbs 1.2 kg
Power Consumption	With External Power Supply 41 Watts (maximum) 25 Watts (typical)  With USB Supplying 3A 15 Watts (maximum) 9.1 Watts (typical)  With USB Supplying 1.5A 7.5 Watts (maximum) 4.5 Watts (typical)  With USB Supplying 500 mA 2.5 Watts (maximum) 1.5 Watts (typical)
Thermal Output	With External Power Supply 140 BTU/Hr (maximum) 86 BTU/Hr (typical)  With USB Supplying 3A 52 BTU/Hr (maximum) 31 BTU/Hr (typical)  With USB Supplying 1.5A 26 BTU/Hr (maximum) 16 BTU/Hr (typical)  With USB Supplying 500 mA 9 BTU/Hr (maximum) 6 BTU/Hr (typical)
DC Operating Voltage	24 VDC (nominal)
Operating Temperature	32°F to 104°F 0°C to 40°C
Storage Temperature	-13°F to 158°F -25°C to 70°C
Relative Humidity Operating	0% - 90% relative humidity at 40°C non-condensing

## HEADSET JACK BOX B1913

The headset jack box allows a dispatcher to use a headset while operating the dispatch position. The headset jack supports headsets which use either PJ7 (6-wire) or PJ327 (4-wire) longframe connectors. (6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button.) The headset jacks ship from the factory configured for 6-wire headsets but can be reconfigured for 4-wire headsets in the field.

The headset jack contains two volume controls; one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio. A small dimple is molded into the headset jack housing near the telephone volume control so the dispatcher can tell them apart without having to look at them.

The headset jack may be mounted either underneath a writing surface or on top of a writing surface. It is designed with a low profile and rounded edges to minimize "knee banging" when mounted underneath a writing surface.

### HEADSET JACK BOX SPECIFICATIONS

Frequency Response	300 - 3400 Hz
Total Harmonic Distortion	<1.0%
Dimensions (H x W x D)	1.6 x 5 x 6 inches 41 x 127 x 152 mm
Weight	1.2 lbs (0.5 kg)
Cable Length	12 feet (3.7 m) total length 6 feet (1.8 m) for permanently attached cable 6 feet (1.8 m) for extension cable
Power Consumption	<< 1 Watt
Thermal Output	< 1 BTU/Hr
Operating Temperature	50°F to 86°F 10°C to 30°C
Storage Temperature	50°F to 86°F 10°C to 30°C
Relative Humidity Operating	0% - 90% relative humidity at 30°C non-condensing

Received Radio Audio Adjuster



Received Telephone Audio Adjuster

Mounting Holes (x4)



Top View



Bottom View



## FOOTSWITCH DSTWIN6328A

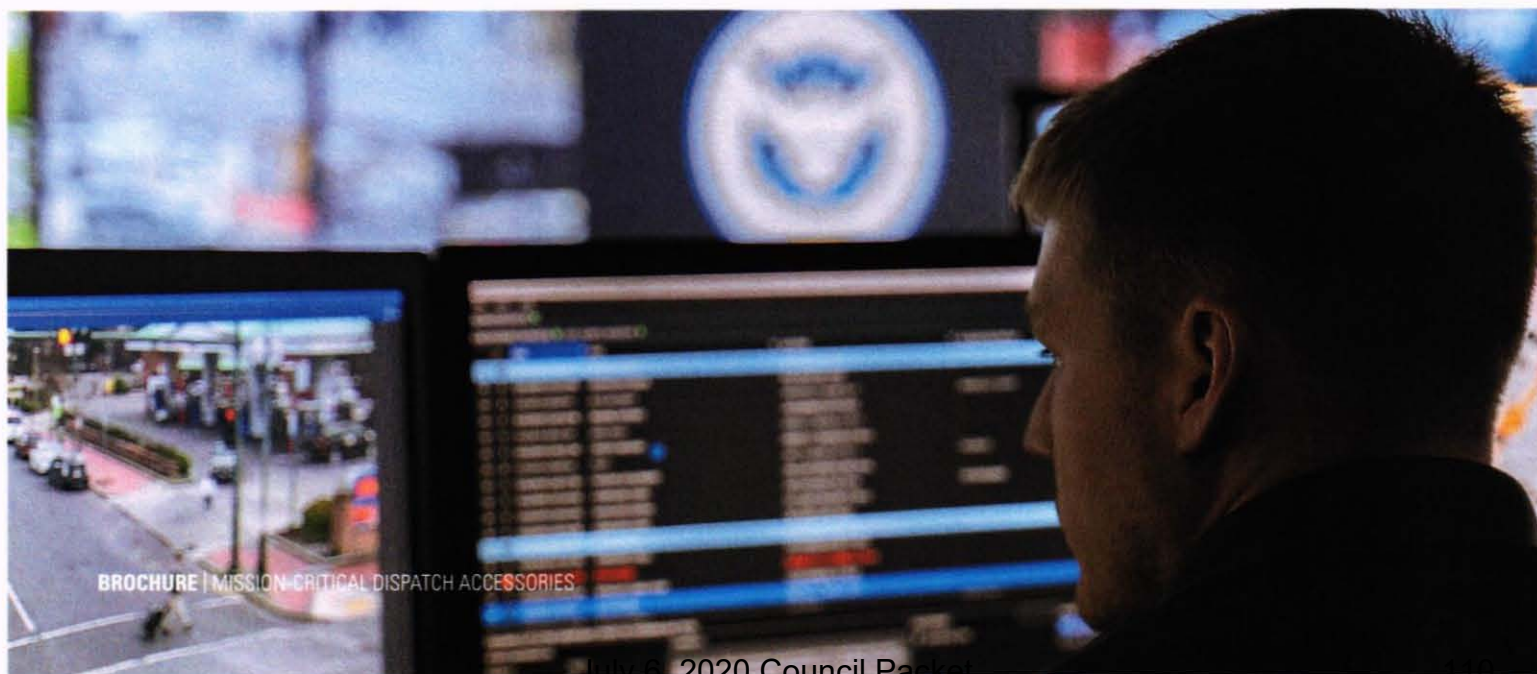
The footswitch provides two separate foot pedals for controlling functions on your radio dispatch position. Typically, one pedal controls the general transmit function while the other pedal controls the monitor (disable CTCSS) function.

Each pedal controls its own single pole, double throw (Form C) switch with the common and normally open terminals of each switch connected to the footswitch cable. The free end of the cable terminates in a RJ45 connector.

The footswitch is built with quality heavy cast iron construction and provides a non-skid base pad minimizing the chance of a missed transmission. With four screw holes you can permanently install the footswitch or keep it mobile.

### FOOTSWITCH SPECIFICATIONS

Dimensions (H x W x D)	1.8 x 8.4 x 4.6 inches 45.72 x 213.36 x 116.84 mm
Weight	5.0 lbs (2.3 kg)
Cable Length	10 feet 3.0 m
Operating Temperature	-20°F to 140°F -29°C to 60°C
Storage Temperature	-20°F to 140°F -29°C to 60°C
Relative Humidity Operating	0% - 90% relative humidity at 60°C non-condensing



## PLANTRONICS HEADSETS

The Plantronics EncorePro 510 and EncorePro 520 headsets are certified for use with dispatch consoles from Motorola Solutions. These headsets provide all day comfort with soft ear cushions, superior noise-cancelling for clearer calls, and increased reliability so conversations can continue without worry. The flexible microphone provides both visual and tactical positioning guides for precise positioning resulting in clearer conversations. These headsets meet OSHA standards for work regulations. You can use headsets not certified by Motorola Solutions but we cannot guarantee their performance.

For more information about these products is available at <https://www.plantronics.com/us/en/product/encorepro-510-520>

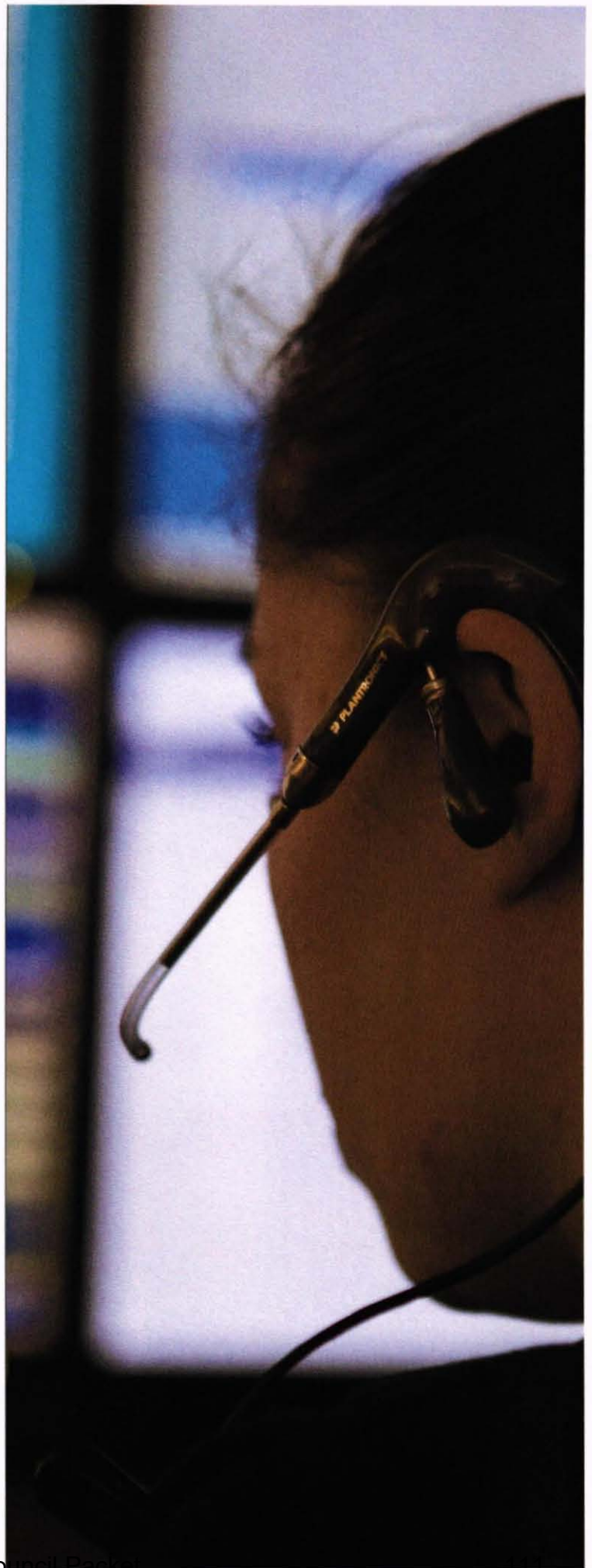


EncorePro 510



EncorePro 520

DATA SHEET | WAVE MOBILE COMMUNICATOR







## ANALOG GOOSENECK MICROPHONE B1914

The analog gooseneck microphone is specifically designed for use in mission-critical dispatch products. It is an analog microphone that connects directly to the dispatch positions' voice processor module (VPM) or audio interface module (AIM). It has an 18 inch flexible shaft, a dedicated transmit button and a dedicated monitor button.

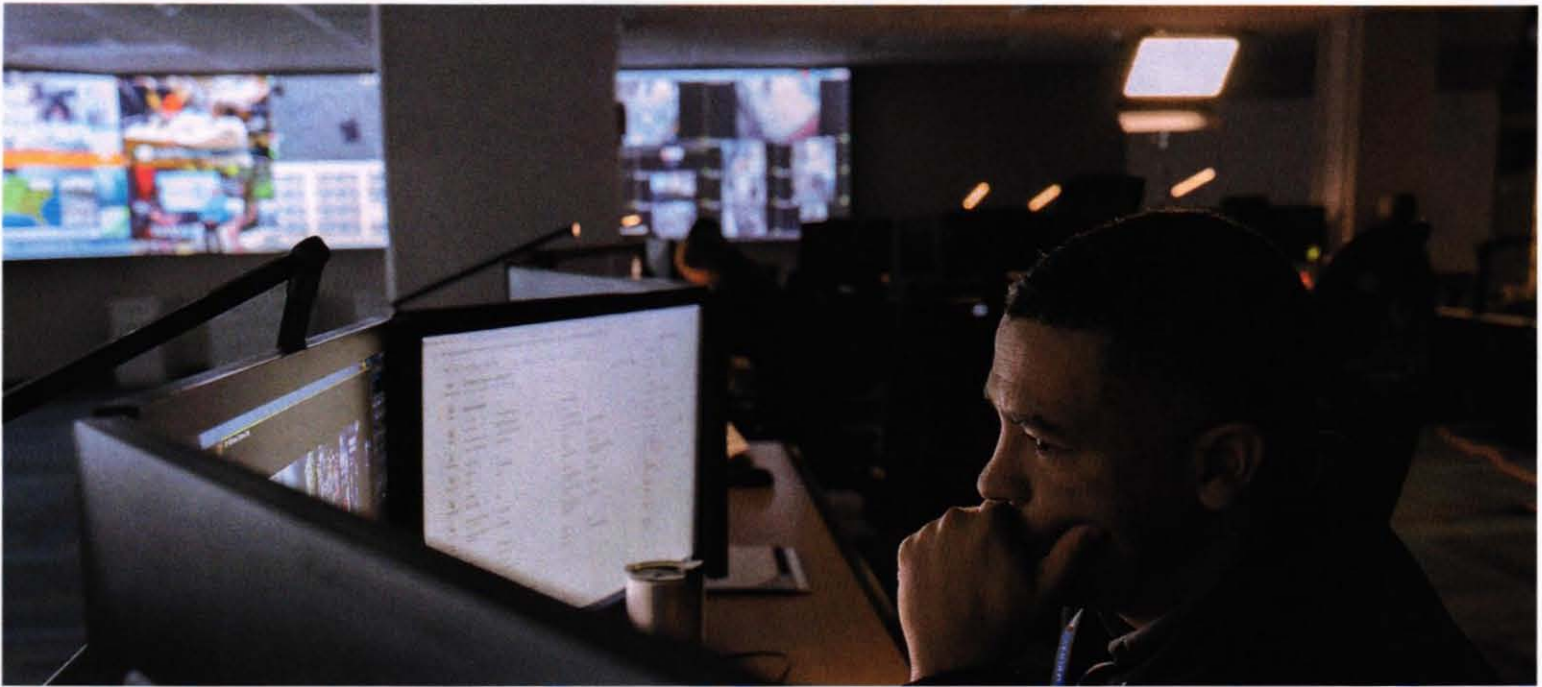
The microphone has a cardioid pickup pattern that provides at least 12 dB of front-to-back discrimination of audio to minimize unwanted background noise from being picked up.

The cable connecting the microphone to the VPM or AIM is 10 feet (3.05 m) long. The microphone can be freestanding or permanently mounted. There are two #10-32 threaded holes in the base of the microphone that can be used to attach it to flat surfaces.

### ANALOG GOOSENECK MICROPHONE SPECIFICATIONS

Frequency Response	300 -3400 Hz
Total Harmonic Distortion	<5%
Front-to-Back Discrimination	Minimum of 12 dB
Dimensions (H x W x D)	21.8 x 4.8 x 6.6 inches (Gooseneck pointing straight up) 552 x 121 x 168 mm
Weight	2.4 lbs (1.1 kg)
Power Consumption	<< 1 Watt
Thermal Output	< 1 BTU/Hr
Operating Temperature	50°F to 86°F 10°C to 30°C
Relative Humidity Operating	0% - 90% relative humidity at 30°C non-condensing





## ANALOG SPEAKER B1912

The analog speaker is specifically designed for use in mission critical dispatch products. It is an analog desktop speaker that connects to the MCC 7500 dispatch position's voice processor module (VPM). Each speaker has its own individual volume control with a configurable minimum volume level. It is powered by the VPM, so no AC line cords or external power supplies are needed.

The speaker provides up to 2 Watts of output power.

The cable connecting the speaker to the VPM is 10.1 feet (3.09 m) long. The speaker comes with a mounting bracket that can be used to permanently mount the speaker on flat horizontal or vertical surfaces. The speaker may also be freestanding.

### ANALOG SPEAKER SPECIFICATIONS

Frequency Response	300 - 3400 Hz
Total Harmonic Distortion	<5%
Dimensions (H x W x D)	Without Mounting Bracket 4.9 x 4.0 x 3.5 inches 124 x 102 x 89 mm
	With Mounting Bracket 4.9 x 4.0 x 5.8 inches 124 x 102 x 146 mm
Weight	0.7 lbs 0.3 kg
Power Consumption	4.5 Watts (maximum) 2.3 Watts (typical)
Thermal Output	15 BTU/Hr (maximum) 8 BTU/Hr (typical)
DC Operating Voltage	12 VDC (nominal)
Operating Temperature	50°F to 86°F 10°C to 30°C
Storage Temperature	50°F to 86°F 10°C to 30°C
Relative Humidity Operating	0% - 90% relative humidity at 30°C non-condensing







	USB Gooseneck Microphone	USB Speaker	Headset Jackbox	Footswitch	EncorePro 510	EncorePro 520	Analog Gooseneck Microphone	Analog Speaker
CommandCentral AXS	✓	✓	✓	✓	✓	✓	✓	
MCC 7500E	✓	✓	✓	✓	✓	✓	✓	
MCC 7500			✓	✓	✓	✓	✓	✓



For more information about our mission-critical dispatch accessories please visit [www.motorolasolutions.com/dispatch](http://www.motorolasolutions.com/dispatch)

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SECTION 12

# FINANCIAL PROMOTION

5-Position MCC 7500E Dispatch Console and RF Upgrade

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to the restrictions on the cover page.



*Motorola Solutions Confidential Restricted*

*Financial Promotion 12-1*



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**MOTOROLA SOLUTIONS**

**FINANCING OPTIONS FOR YOUR PUBLIC SAFETY INITIATIVES**

# **NO PAYMENTS AND 0% INTEREST TO 10/15/2021**

**HURRY, OFFER EXPIRES  
JUNE 22, 2020**

We understand the budgetary constraints that may delay mission-critical projects you need to implement today.

To avoid delays, purchase and take delivery of Motorola equipment using this smart financing option that offers 0% interest rate and no payments to 10/15/2021.

**To take advantage of this special financing offer, please contact your local Motorola representative.**



## **PROMOTIONAL TERMS AND CONDITIONS**

- Minimum required equipment contract value is \$250,000 and maximum of \$5,000,000.
- To be eligible for the promotion, customer contract/lease must be executed between May 11th and June 22, 2020 and equipment must be delivered by June 26, 2020.
- Financing structure consists of 2 annual payments over a term of approximately 2.5 years (or less), no interest until 10/15/2021, with the remaining year continuing at a market rate of interest.
- Lease can be prepaid in-full free of penalty on any regularly scheduled lease payment date.
- All is subject to final credit approval & mutually acceptable documentation. Nothing herein should be construed as a commitment to finance.

## **ORDERING GUIDELINES:**

- Offer also available for sales through Manufacturer's Representatives (MR)
- Direct reps/MRs: Open a project with P&P through SFDC; contact either Bill Stancik, Paul Mecaskey, or Hannah Cliff to initiate Credit Approval Process and secure lease rate.
- Motorola Solutions, Inc. reserves the right to modify this promotion in whole or in part without prior notice. All decisions made by Motorola Solutions are final

- In order to qualify for this promotion, customer must contact their local Motorola representative and reference this promotion.
- Promotion cannot be combined with any other promotional offer, or special pricing.
- Promotion must be included at the time of order to be eligible for the promotional discount.
- Promotion does not apply to existing customer backlog orders or existing and outstanding quotes.
- This offer is applicable to State and Local Government, and Commercial Markets customers in the U.S.
- Motorola Solutions, Inc. ("Motorola") reserves the right to modify this promotion in whole or in part without prior notice. All decisions made by Motorola Solutions are final.

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

July 6, 2020

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ITEM NO:

1.b.

SUBJECT: Consideration of an Agreement for Services between the Fresno County Rural Transit Agency and the City, permitting the City's Police Department to perform periodic safety checks on FCRTA's transportation vehicles

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**RECOMMENDATION:** Authorize the City Manager to execute the Agreement for Services between the Fresno County Rural Transit Agency and the City.

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**BACKGROUND:** This staff report addresses the proposed agreement between the Fresno County Rural Transit Agency ("FCRTA") and the City. In consideration for services provided by the City's Police Department in the form of uniformed officers performing periodic safety checks of FCRTA transportation vehicles, the FCRTA has agreed to compensate the City for said services in an on-going partnership between the agencies.

**DISCUSSION:** FCRTA provides regular transit services through Rural Fresno County, including the City of Selma. In order to ensure the safety of the FCRTA's passengers, FCRTA has requested and received assistance from the Selma Police Department in the form of periodic safety checks while their vehicles are in the city limits of Selma. A minimum of once per day per week (Monday-Saturday), as staffing allows, a uniformed officer will board the stopped FCRTA vehicle at its designated bus stop. The officer will make a visual observation of the interior of the bus, greet the driver, assist passengers & the driver with any questions or concerns, and provide bus shelter safety & security presence. The City also has, and will continue, to provide all documents in its possession not protected by attorney-client privilege related to those services to the FCRTA. FCRTA will compensate the city for the services as described in section III of the agreement. The term of the agreement is for a period of one-year (July 1, 2020 thru June 30, 2021) and will compensate the City in an amount not to exceed the sum of \$10,000.00.

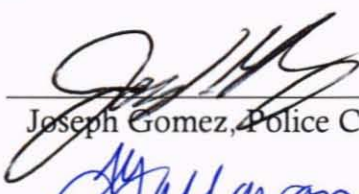
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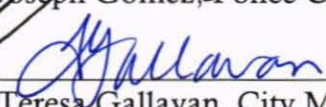
**RECOMMENDATION:** Authorize the City Manager to execute the Agreement for Services between the Fresno County Rural Transit Agency and the City.

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Joseph Gomez, Police Chief

7.2.20  
Date

  
Teresa Gallavan, City Manager

6-30-20  
Date

**AGREEMENT FOR SERVICES BETWEEN  
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE  
CITY OF SELMA**

This AGREEMENT, made and entered into this 1<sup>st</sup> day of June, 2020 (hereinafter referred to as "Effective Date") by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF SELMA, a California municipal corporation and general law city (hereafter referred to as "CITY"). FCRTA and CITY are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

**WITNESSETH:**

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcement, safety, security, and other services as described in this Agreement to FCRTA vehicles and facilities operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

**I. CITY'S OBLIGATIONS**

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security



B. CITY shall complete and submit the FCRTA Police Officer Observation Report attached hereto as Exhibit A and incorporated herein by reference.

C. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

## **II. FCRTA's OBLIGATIONS**

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

## **III. COMPENSATION AND INVOICING**

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$10,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$95.37 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

## **IV. TERMINATION**

### **A. Termination Without Cause.**

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either Party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

### **B. Breach of Contract.**

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;

Page 2

2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;
3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

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

#### **V. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

#### **VI. ASSIGNMENT**

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a Party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.



No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

#### **VII. BINDING NATURE OF AGREEMENT; MODIFICATION**

The Parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the Parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

#### **VIII. INDEMNITY**

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

#### **IX. NON DISCRIMINATION AND DBE**

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

#### **X. INSURANCE**

Without limiting either Parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.
- E. Workers compensation insurance as required by law.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

CITY shall not cancel or change any insurance policy required by this Agreement without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of all insurance policies required by this Agreement to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

#### **XI. CONFLICT OF INTEREST**

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

#### **XII. EFFECTIVE DATE, TERM**

This Agreement shall become effective as of the the Effective Date above and shall remain in full force and effect through June 30, 2021, unless sooner terminated or unless its term is



extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

### **XIII. NOTICES**

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, at such addresses set forth below:

#### **FCRTA**

Moses Stites, General Manager  
Fresno County Rural Transit Agency  
2035 Tulare, Suite 201  
Fresno, CA 93721

#### **CITY**

Teresa Gallavan, City Manager  
City of Selma  
1710 Tucker Street  
Selma, California 93662

### **XIV. VENUE; GOVERNING LAW**

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

### **XV. LEGAL AUTHORITY**

Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the individual signing this Agreement on behalf of such Party has been duly authorized to execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Agreement. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Agreement in order for such Party to authorize, enter into, and perform its obligations under this Agreement, or that if such approval or consent to this Agreement is required, that such approval or consent has been obtained.

### **XVI. DRUG FREE WORK PLACE**

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

### **XVII. FEDERAL FUNDS**

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent

to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation."

(Signature page follows.)



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By \_\_\_\_\_  
MOSES STITES, General Manager

CITY OF SELMA

By \_\_\_\_\_  
TERESA GALLAVAN, City Manager

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:  
DANIEL C. CEDERBORG, County Counsel

By \_\_\_\_\_  
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By \_\_\_\_\_  
SELMA CITY ATTORNEY

**FRESNO COUNTY RURAL TRANSIT AGENCY  
POLICE OFFICER OBSERVATION REPORT**

[illegible]

July 6, 2020 Council Packet



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

July 6, 2020

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**ITEM NO:**

**1.c.**

**SUBJECT:**

Review and approve the Community Development Block Grant (CDBG) agreement for fiscal year 2020-2021

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**RECOMMENDATION:** Approve the City of Selma's Community Development Block Grant (CDBG) agreement for fiscal year 2020-2021.

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**DISCUSSION:** The County of Fresno's Department of Public Works and Planning - Community Development Division is requesting approval of the 2020-2021 agreement for CDBG grant funding from the City of Selma.

The Selma Sidewalk ADA Improvement Project 20651 consists of the following:

The Project will fund the replacement or modification of curb ramps, sidewalk, and brick pavers that have been damaged by tree roots or otherwise do not meet Americans with Disabilities (ADA) standards at various locations within an area generally bounded by North Street, Grant Street, McCall Avenue, Third Street, and Front Street in the City. Please see Attachment A for the site location map outlining the project area. The project will also include the restoration of irrigation and electrical systems damaged by tree removal operations. The improvements will provide ADA-compliant pedestrian travelling surfaces that will be usable by all residents.


The estimated cost of the project is \$531,000. The amount of the CDBG funds available is \$204,791. The remaining balance will be funding via the Local Transportation Fund (LTF).

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$531,000		None
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: CDBG: \$204,791 LTF: \$326,209  Fund Balance: LTF: \$3,648,226		None


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**RECOMMENDATION:** Approve the City of Selma's Community Development Block Grant (CDBG) agreement for fiscal year 2020-2021.

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\_\_\_\_\_  
Daniel K. Bond, City Engineer

6/25/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Teresa Gallavan, City Manager

6-30-20  
\_\_\_\_\_  
Date



# Attachment A

Activity Site Location Map



Google Earth

© 2018 Google

July 6, 2020 Council Packet

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AGREEMENT

THIS AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the CITY OF SELMA, ("City").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the Community Development Block Grant ("CDBG") Program activities for the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the City has submitted the Selma Sidewalk ADA Improvements Project No. 20651 ("Project") for CDBG funding; and

WHEREAS, the City has estimated that the total cost of the Project is \$531,000, and the City has committed local funds to the Project in the amount of \$326,209, and is in need of \$204,791 in CDBG funding to complete the Project; and

WHEREAS, the County can provide \$204,791 in CDBG funds needed for the Project from the City's 2020-2021 CDBG allocation; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the City and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project will fund the replacement or modification of curb ramps, sidewalk, and brick pavers that have been damaged by tree roots or otherwise do not meet Americans with Disabilities (ADA) standards at various locations within an area generally bounded by North Street, Grant Street, McCall Avenue, Third Street, and Front Street in the City. The project will also include the restoration of irrigation and electrical systems damaged by tree removal



operations. The improvements will provide ADA-compliant pedestrian travelling surfaces that will be usable by all residents.

B. The Project site is within the City's existing easements or public rights-of-way.

C. The work to be funded with CDBG funds is as follows:

1. Obtain all necessary permits.

2. Perform all necessary design engineering, including, but not limited to: surveying, testing, preparation of plans, specifications, and cost estimates, bid documents, and cost or price analysis, review of bids, and recommendation for award.

3. Prepare and advertise Project bid notices and award construction contracts including, but not limited to, the printing of bid documents, publishing of notices, and preparation of bid summary.

4. Perform all construction engineering including, but not limited to: shop drawing review and approval, contract change order preparation, surveying, staking, inspection, soil testing, materials testing, preparation of "as-built" drawings, labor compliance, and contract administration.

5. Provide related eligible improvements.

D. The Project budget is estimated by the City as follows:

Construction	\$434,700
Design & Construction Engineering	52,300
Contingency, Permits & Misc.	<u>44,000</u>
Total	\$531,000

E. Notwithstanding the City's estimates described in the above-described Project budget, payments for the Project from CDBG funds shall be limited to the City's actual costs expended by the City, and shall not exceed the total amount of \$204,791.

F. The proposed funding for the Project will be provided from the following sources:

CDBG	\$204,791
Local Financial Contribution	<u>326,209</u>
Total	\$531,000

1 G. Prior to any changes that may occur which would modify the scope of the  
2 Project, the City shall submit a written request to the County. The City shall send its written request  
3 to:

4 Community Development Grants  
5 County of Fresno  
6 Department of Public Works and Planning  
7 Community Development Division  
8 2220 Tulare Street, 6th Floor  
9 Fresno, CA 93721

10 If the Director of the County Department of Public Works and Planning ("Director") determines the  
11 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to  
12 permit such modifications. The County shall specify in a letter to the City that such modifications  
13 to the scope of the Project are authorized, and whether or not the City may proceed.

## 14 II. OBLIGATIONS OF THE COUNTY

15 A. The County shall reimburse the City an amount not to exceed \$204,791 in  
16 CDBG funds to the City for the Project for the City's performance of its obligations under this  
17 Agreement. All funds shall be paid to the City in accordance with Section V-A of this Agreement.

18 B. The County shall review, within thirty (30) calendar days of receipt from the  
19 City, the engineer selection process description and summary of the analysis, as prepared by the  
20 City, to verify that a competitive process was conducted in accordance with U.S. Department of  
21 Housing and Urban Development (HUD) procurement standards. If such conditions have been  
22 met, the County shall specify in a letter to the City that these conditions have been met, and that  
23 the engineering contract can be awarded.

24 C. The County shall review, within thirty (30) calendar days of receipt from the  
25 City, the design plans and specifications for the Project, as prepared by the City, for compliance  
26 with Federal regulations, and the total Project cost estimate, to ensure sufficient funds are available  
27 to complete the Project. If such conditions have been met, the County shall specify in a letter to  
28 the City that these conditions have been met and that the Project can be advertised.

D. The County shall also review, within twenty one (21) calendar days of receipt  
from the City, the name of the low bidder, and cost or price analysis of the low bid proposal  
prepared by the City, to determine whether the contractor will be reasonably compensated in



1 accordance with Federal requirements, and to verify the contractor is bonded, and has not been  
2 disbarred or suspended from participating in Federal projects. If such conditions have been met,  
3 the County shall specify in a letter to the City that these conditions have been met, and that the  
4 contract can be awarded.

5 E. The County shall attend the pre-construction meeting between the City and  
6 the contractor to discuss labor compliance requirements for the Project, Project monitoring, and to  
7 inform the City and contractor that the County will conduct field reviews to ensure labor compliance  
8 and other conditions of the construction contract are being met.

9 F. The County shall conduct periodic inspections of the Project, as may be  
10 required, in the determination of the County, to ensure that the intended use and group of  
11 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the  
12 City's acceptance of the Project, the County shall conduct a final inspection of the Project. If such  
13 conditions have been met, the County shall specify in a letter to the City that the conditions of this  
14 Section have been met.

15 III. OBLIGATIONS OF THE CITY

16 A. The City shall provide any and all sums of money in excess of \$204,791  
17 which may be necessary to complete the Project. For the purposes of awarding the construction  
18 of the Project within the Agreement amount, the bid documents should include any proposed  
19 additive or deduct alternatives.

20 B. The City shall perform, or cause to be performed, all engineering work  
21 required for the Project.

22 C. In selecting an engineer to perform any engineering work required for the  
23 Project, the City shall go through a competitive process in accordance with Chapter 4.10 of the  
24 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the  
25 engineer, the City shall prepare a written description of the process, perform a cost or price  
26 analysis, and submit the process description and summary of the analysis to the County  
27 Community Development Division for review. The City shall obtain a letter from the County  
28 specifying that the conditions of this Section have been met.

1 D. The City shall specify in agreements with its consultants that all engineering  
2 work funded with CDBG funds shall become the property of the City upon payment by the City for  
3 the cost of such engineering work.

4 E. The City shall furnish evidence, prior to the County's authorization to  
5 advertise for bids, that it has free and clear title to all parcels of land on which Project improvements  
6 will be located, with any liens or encumbrances noted, and/or that it has obtained or can obtain all  
7 necessary easements, rights-of-way, licenses, permits, and State and local approvals required for  
8 the completion of the Project.

9 F. Upon completion of the design engineering, the City shall submit the plans  
10 and specifications to the County Community Development Division. The County will ensure  
11 Federal CDBG requirements have been adhered to, and review cost estimates to ensure sufficient  
12 funds are available. The City shall obtain a letter from the County specifying these conditions have  
13 been met, and that the City is approved to advertise for bids to construct the Project.

14 G. The City shall advertise for bids, and shall award the construction contract  
15 to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the City  
16 shall notify the County of the date, time, and location of the bid opening.

17 H. Within seven (7) calendar days following the bid opening, the City shall  
18 furnish the County Community Development Division with the name of the low bidder and cost or  
19 price analysis of the low bid proposal prepared by the City, so that the County can verify with the  
20 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder is  
21 bonded and has not been debarred or suspended from participating in Federal projects, and that  
22 the contractor will be reasonably compensated in accordance with Federal requirements. The City  
23 shall obtain a letter from the County specifying these conditions have been met, and that the City  
24 is approved to award the Project for construction.

25 I. The City shall conduct a pre-construction meeting with the contractor, and  
26 shall notify the County Community Development Division at least ten (10) calendar days prior to  
27 the meeting, so a representative of the County can attend to discuss CDBG labor compliance  
28 requirements for the Project.



1 J. Prior to the construction start date, the City shall give written notice thereof  
2 to the County Community Development Division.

3 K. All proposed construction contract change orders shall not proceed until  
4 prior written approval has been given by the County. Request for approval of a change order(s)  
5 shall include a narrative description of the work, a cost or price analysis in accordance with HUD  
6 requirements, a map depicting the location of the work addressed with the requested change order,  
7 and a written certification from the City that the approval of the change order is consistent with the  
8 final construction cost estimate approved by the County. In addition, the City shall certify that the  
9 change order is within the scope of the Project and is necessary to complete the Project.

10 L. The City shall send its written description of the engineer selection process,  
11 cost or price analyses, design plans, specifications, name of low bidder and low bid proposal,  
12 public notices, and all written correspondence to:

13  
14 Community Development Grants  
County of Fresno  
Department of Public Works and Planning  
15 Community Development Division  
2220 Tulare Street, 6th Floor  
16 Fresno, CA 93721

17 M. The City shall comply with the mitigation measures, conditions and notes  
18 identified in Environmental Review No. 7640 (the "Assessment"). A copy of the Assessment will  
19 be provided to the City.

20 N. Upon completion of the Project, the City shall notify the County Community  
21 Development Division, so a representative of the Division can perform an inspection of the Project  
22 to confirm that it was completed in accordance with the scope of work approved and authorized  
23 pursuant to this executed Agreement.

24 O. Upon approval of Project completion by the County, the City shall provide  
25 the County Community Development Division with a resolution of acceptance or similar  
26 documentation, demonstrating that the Project was completed in accordance with the scope of  
27 work approved and authorized pursuant to this executed Agreement, and any approved  
28 subsequent amendments thereto and/or change orders, and that the City has accepted the Project.

1 Prior to the final request for payment, the City shall also provide the County with a copy of the  
2 recorded Notice of Completion (NOC), a written summary of all Project work completed with CDBG  
3 and other funds, and documentation to demonstrate compliance with Section 3 of the Housing and  
4 Urban Development Act of 1968, as amended.

5 P. During the contract period, the City shall complete and submit annually each  
6 June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM) form,  
7 a copy of which is attached as Exhibit 1, and incorporated by this reference. The POM shall contain  
8 the following information for the County's Federal reporting purposes to the U.S. Department of  
9 Housing and Urban Development (HUD):

- 10 1. Total number of households/persons assisted.
- 11 2. Number of total households/persons assisted that:
  - 12 a. Now have new access to this type of public facility or  
13 infrastructure improvement.
  - 14 b. Now have improved access to this type of public facility or  
15 infrastructure improvement.
  - 16 c. Now are served by a public facility or infrastructure that is no  
17 longer substandard.

18 Q. The City shall be responsible for maintenance of the Project after  
19 construction is completed, and shall perform such maintenance from non-CDBG resources.

20 R. The City must inform the County in writing of any program income generated  
21 by the expenditure of CDBG funds. Any program income generated as a result of the Project must  
22 be paid to the County. For purposes of this Agreement, program income is defined as proceeds  
23 from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If  
24 the City contributed financially to the improvement Project, the City may retain a share of the  
25 program income in proportion to the City's contribution to the Project, after the City has provided a  
26 written accounting acceptable to the County.

27 S. The City must obtain prior written approval from the County before making  
28 any modification or change in the use of any real property improved, in whole or in part, using



1 CDBG funds in excess of \$25,000. The City shall provide affected citizens with notice of, and  
2 opportunity to comment on, any proposed change to the use of real property improved with CDBG  
3 funds. If any real property improved with CDBG funds is sold and/or is utilized by the City for a  
4 use which does not qualify under the CDBG Program, the City shall reimburse the County in an  
5 amount equal to the current fair market value for the property, less any proportional share thereof  
6 attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for  
7 five years after the Project is completed in HUD's Integrated Disbursement and Information System  
8 (IDIS). In the event the CDBG program is closed out, the requirements of this Section shall remain  
9 in effect for activities or property funded with CDBG funds, unless action is taken by the Federal  
10 government to relieve the City of these obligations.

11 T. The City acknowledges that the County may periodically inspect the Project  
12 to ensure the property is being used as described in this Agreement. The City agrees to provide  
13 any necessary information to the County to carry out such inspections. Furthermore, the City  
14 agrees to take corrective action if the County determines that modifications to the use and location  
15 of the Project have resulted in a violation of the Federal CDBG regulations.

16 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

17 A. The City shall comply, and shall cause its consultants, contractors, and  
18 subcontractors to comply with all applicable State and Federal laws and regulations governing the  
19 Project.

20 B. Whenever the City uses the services of a contractor, the City shall require  
21 that the contractor comply with all Federal, State and local laws, ordinances, regulations, and  
22 Fresno County Charter provisions applicable in the performance of their work.

23 C. This Project is subject to the requirements of Section 3 of the Housing and  
24 Urban Development Act of 1968, as amended, 12 U.S.C. section 1701(u). Accordingly, the City  
25 shall require the prime contractor to complete and submit documentation prior to award of the  
26 construction contract, and upon Project completion, that the prime contractor has complied with  
27 Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. section  
28 1701(u).

1 D. Because the City is receiving at least \$100,000 for this Project from the  
2 County's CDBG Program under this Agreement, the City shall complete and submit to the County  
3 Community Development Division a "Certification of Payments to Influence Federal Transactions"  
4 form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the City  
5 awards a contract using at least \$100,000 of such CDBG funds, the City shall require the  
6 consultant and/or contractor and all their sub-consultants and/or subcontractors to complete and  
7 submit these two (2) forms described herein to both the City and the County.

8 V. PAYMENT FOR THE PROJECT

9 A. At monthly intervals, the City shall submit a written request to the County for  
10 payment of specified costs incurred in the performance of this Agreement. The request for  
11 payment shall be accompanied by a written certification from the City that the request for payment  
12 is consistent with the amount of work that has been completed, and that said work is in accordance  
13 with the contract documents and this Agreement. The request for payment shall also be  
14 accompanied by documentation acceptable to the County, such as invoices or vouchers for  
15 services or materials purchased, contractor's costs, or other costs chargeable to the Project. After  
16 appropriate review and inspection, the County shall make payment from CDBG funds provided in  
17 this Agreement for all eligible costs specified herein up to the maximum amount payable under  
18 Section I of this Agreement.

19 B. Any savings realized in the final cost of the Project, due to Project cost  
20 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce  
21 the amount of this Project paid for with CDBG funds, and shall be credited to the City's CDBG  
22 allocation. If the City is required to provide any funds toward the Project, any cost savings shall  
23 be first used to reimburse the City for its contribution in excess of the total amount provided by this  
24 Agreement.

25 C. Payment for advertising and award shall be based on the actual costs of  
26 printing and noticing.

27 D. The County will not be bound by any agreement between the City and its  
28 agents.



1           E.     Upon the completion of the Project, the City shall submit to the County  
2 Community Development Division a written request for final payment of costs, which shall provide  
3 a detailed description of the Project pay items and costs. The County shall not be obligated to  
4 make any payments under this Agreement if the request for payment is submitted by the City more  
5 than sixty (60) days after the Notice of Completion has been filed with the County Recorder's  
6 Office. An extension to the sixty (60) day period may be granted by the Director prior to the  
7 deadline if the City can demonstrate just cause for the delay.

8           F.     The County may withhold reimbursement to the City until a final POM,  
9 recorded NOC, and written summary of all Project work completed with CDBG and other funds,  
10 and evidence of compliance with the Section 3 clause, as specified in Sections III-O and IV-C,  
11 have been submitted to the County.

12           G.     All requests for payment and supporting documentation shall be sent to:

13                   Business Manager  
14                   County of Fresno  
15                   Department of Public Works and Planning  
16                   Financial Services Division  
17                   2220 Tulare Street, 6th Floor  
18                   Fresno, CA 93721

19           H.     The City shall establish accounting and bookkeeping procedures in  
20 accordance with standard accounting and bookkeeping practices, including, but not limited to,  
21 employee time cards, payrolls, and other records of all transactions to be paid with CDBG funds  
22 in accordance with the performance of this Agreement. All records and accounts shall be available  
23 for inspection by the County, the State of California, if applicable, the Comptroller General of the  
24 United States, and HUD or any of their duly authorized representatives, at all reasonable times,  
25 for a period of at least five (5) years following final payment under this Agreement, or the closure  
26 of all other pending matters, whichever is later. The City shall certify accounts when required or  
27 requested by the County.

28           I.     The City, as a sub-recipient of Federal financial assistance, is required to  
comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501  
et seq.). Whenever the City expends and/or receives CDBG funds from the County for the Project,

1 a copy of any audit performed by the City in accordance with said Act shall be forwarded to the  
2 County Community Development Grants Program Manager within nine (9) months of the end of  
3 any City fiscal year in which funds were expended and/or received for the Project. Failure to  
4 perform the requisite audit functions as required by this paragraph may result in the County  
5 performing any necessary audit tasks, or, at the County's option, the County contracting with a  
6 public accountant to perform the audit. All audit costs related to the City's failure to perform the  
7 requisite audit are the sole responsibility of the City, and such audit work costs incurred by the  
8 County shall be billed to the City, as determined by County's Auditor-Controller/Treasurer-Tax  
9 Collector. In the event the City is only required to perform an audit under the provisions of the Act  
10 because the City is receiving CDBG funds, the County may perform, or cause to be performed,  
11 the required audit, to determine whether funds provided through this Agreement have been  
12 expended in accordance with applicable laws and regulations. Any audit-related costs incurred by  
13 the County under this provision shall be charged to the County CDBG Program. The City agrees  
14 to take prompt and appropriate corrective action on any instance of material non-compliance with  
15 applicable laws and regulations.

16 J. The City shall send a copy of the audit to:

17 Community Development Grants  
18 County of Fresno  
19 Department of Public Works and Planning  
20 Community Development Division  
21 2220 Tulare Street, 6th Floor  
22 Fresno, CA 93721

23 VI. INDEMNIFICATION

24 Each party to this Agreement shall indemnify, defend, and hold harmless the other  
25 party, its officers, agents, employees and representatives, from any and all loss, liability, costs,  
26 expenses and damage to persons or property, and from any and all claims, demands and actions  
27 in law or equity (including attorney's fees and costs) arising or alleged to have arisen directly from  
28 any wrongful acts caused by its respective activities pursuant to this Agreement. The provisions of  
this Section VI shall survive the termination of this Agreement.

VII. TIME OF PERFORMANCE



1           A.     The following schedule shall commence on the date this Agreement is  
2 executed by the County.

3                   1.     Complete Design Engineering and Submit to the County for Review  
4 – January 4, 2021.

5                   2.     Complete County Review and Approval of Plans – April 5, 2021.

6                   3.     Begin Advertising for Bids – May 7, 2021.

7                   4.     Award Contract – July 5, 2021.

8           B.     The Project shall be completed, and Notice of Completion shall be filed with  
9 the Fresno County Recorder's Office, no later than December 10, 2021.

10           C.     The final POM Report, written summary of all work completed,  
11 documentation demonstrating compliance with the Section 3 clause, and request for final payment  
12 shall be submitted to the County no later than February 10, 2022.

13           D.     The City shall give immediate written notification to the County Community  
14 Development Division of any events that occur which may affect the above-described time  
15 schedule and completion date, and the time schedule specified in the contract documents, or any  
16 event that may have significant impact upon the Project or affect the attainment of the Project's  
17 objectives. The Director is authorized to make adjustments in the above schedule if, in the  
18 Director's judgment, any delay is beyond the control of the parties involved.

19           E.     Time is of the essence in the City's performance of this Agreement.

20       VIII.     BREACH OF AGREEMENT

21           In the event the City fails to comply with any of the terms of this Agreement, the  
22 County may, at its option, deem the City's failure a material breach of this Agreement, and utilize  
23 any remedies permitted by law that the County deems appropriate. Should the County deem a  
24 breach of this Agreement material, the County shall immediately be relieved of its obligations to  
25 make further payment as provided herein. Termination of this Agreement due to breach shall not,  
26 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of  
27 law or equity, including the recovery of damages. In addition to the Agreement being terminated  
28 by the County in accordance with a material breach of this Agreement by the City, this Agreement

1 may also be terminated for convenience by the County in accordance with state and federal law.

2 IX. TERMINATION OF PROJECT

3 A. If the City decides to cancel the Project covered by this Agreement, the City  
4 shall submit a request in writing to the County Department of Public Works and Planning,  
5 Community Development Division, explaining just cause for the request. The Director is authorized  
6 to approve such a request if, in the Director's judgment, there is just cause for the Project's  
7 cancellation.

8 B. If the City's request to cancel the Project covered by this Agreement is  
9 approved by the Director, the City shall promptly return to the County all payments of specified  
10 costs incurred in the performance of the Agreement to date.

11 C. If the Director approves the City's request to cancel the Project, any  
12 unexpended CDBG funds budgeted to the Project under this Agreement may be credited to the  
13 City's CDBG allocation, as appropriate.

14 X. VENUE; GOVERNING LAW

15 Venue for any action arising out of or relating to this Agreement shall be only in  
16 Fresno County, California. The rights and obligations of the parties, and all interpretation and  
17 performance of this Agreement shall be governed in all respects by the laws of the State of  
18 California.

19 XI. ENTIRE AGREEMENT

20 This Agreement constitutes the entire agreement between the City and the County  
21 with respect to the subject matter hereof, and supersedes all previous negotiations, proposals,  
22 commitments, writings, advertisements, publications, and understandings of any nature  
23 whatsoever unless expressly included in this Agreement.

24 ///

25 ///

26 ///

27 ///

28 ///



1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth  
2 on page one of this Agreement.

3  
4 CITY OF SELMA

COUNTY OF FRESNO

5  
6 By: \_\_\_\_\_  
7 City Manager

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the  
County of Fresno

8  
9 Date: \_\_\_\_\_

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

10 ATTEST:

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

11  
12  
13 \_\_\_\_\_  
14 City Clerk, City of Selma

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

15 APPROVED AS TO LEGAL FORM:

16  
17  
18 \_\_\_\_\_  
19 City Attorney

20  
21 REMIT TO:

22 FUND NO: 0001  
23 SUBCLASS NO: 10000  
24 ORG NO: 7205  
ACCOUNT NO: 7885  
PROJECT NO: N20651  
ACTIVITY CODE: 7219

City of Selma  
Attn: Teresa Gallavan, City Manager  
1710 Tucker Street  
Selma, CA 93657  
Telephone: (559) 891-2200

25  
26 SW-JA: \_\_\_\_\_

G:\7205ComDev\Agendas-Agreements\2020\0901\_Selma Sidewalk ADA Imps 20651 AGT.docx

June 17, 2020

**Exhibit 1**  
**County of Fresno**  
**Project Outcome Measurement Report**

Project #: \_\_\_\_\_ Project Name: \_\_\_\_\_

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requests that you provide the following information:

1. Years Reported: \_\_\_\_\_ through \_\_\_\_\_
2. Enter the number of persons assisted that:
  - a. Now have **new access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
  - b. Now have **improved access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
  - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: \_\_\_\_\_ or N/A  
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)
3. Total number of persons assisted: \_\_\_\_\_
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

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Form Completed By: \_\_\_\_\_



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

July 6, 2020

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**ITEM NO:**

**1.d.**

**SUBJECT:** Consideration of a Resolution Adopting an amended Master Salary Schedule for all City Employees

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**RECOMMENDATION:** Adopt the Resolution Approving amended Master Salary Schedule for all Employees of the City of Selma

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**DISCUSSION:** Section 36506 of the Government Code of the State of California provides that the City Council shall, by resolution or ordinance, fix the compensation for all appointive officials and employees. Pursuant to Section 570.5 of Title 2 of the California Code of Regulations pay rates must be approved and adopted by the City Council and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually.

California Public Employees' Retirement System (CalPERS), pursuant to its interpretation of Title 2, California Code of Regulations section 570.5, recommends all CalPERS employers maintain their compensation levels in **one** publicly available document, approved and adopted by the governing body, which meets all of the requirements of Title 2 CCR section 570.5. CalPERS has indicated it may revisit their interpretation of Title 2 CCR section 570.5, however, at this time no documented change to their interpretation has been published. Therefore, in an effort to comply with CalPERS' current recommended interpretation of Title 2 CCR section 570.5 the City's various salary schedules, which have been previously individually approved and adopted by the City Council, have been consolidated into a single salary schedule.

Approval of the attached amended Master Salary Schedule, reflecting the new salary ranges effective June 20, 2020, will fix the compensation for all appointive officers and employees of the City, satisfying Section 36506 of the Government Code of the State of California and California Code of Regulations section 570.5.

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**RECOMMENDATION:** Adopt the Resolution approving the amended Master Salary Schedule for all Employees of the City of Selma

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Teresa Gallavan, City Manager

7-2-20  
Date



**RESOLUTION NO. 2020 – \_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA  
ADOPTING A MASTER SALARY SCHEDULE FOR ALL CITY EMPLOYEES**

**WHEREAS**, Section 36506 of the California Government Code requires that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

**WHEREAS**, pursuant to Section 570.5 of Title 2 of the California Code of Regulation, pay rates shall be duly approved and adopted by the City Council in accordance with requirements of public meetings laws and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

**WHEREAS**, the California Public Employees' Retirement System (CalPERS), requested all CalPERS employers list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2, California Code of Regulations section 570.5, and meeting all of the requirements thereof; and

**WHEREAS**, the previously approved master salary schedule has been amended to reflect the new salary ranges effective June 20, 2020 for all appointive officers and employees and all compensation plans of the City; and

**WHEREAS**, the City desires to adopt the amended master salary scheduled attached as Exhibit "A" to this resolution in conformance with Section 36506 of the California Government Code and Title 2, CCR section 570.5.

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

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

**Section 2.** The City Council hereby adopts a single consolidated Master Salary Schedule that meets all of the requirements of Title 2 CCR section 570.5, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 3.** All prior resolutions concerning compensation for City employees that are in conflict with this resolution or the attached master salary schedule are hereby repealed.

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

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

**(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)**



PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 6<sup>th</sup> day of July 2020 by the following roll call vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk

**CITY OF SELMA  
MASTER SALARY SCHEDULE  
EFFECTIVE JUNE 20, 2020**

**DEPARTMENT HEADS-FLSA EXEMPT**

<b>Position</b>	<b>Frequency</b>	<b>Current Salary</b>	
City Manager	Monthly	15,015.00	Effective 10/22/2020
	Biweekly	6,930.00	
	Hourly	86.63	
Assistant City Manager	Monthly	8,730.00	Effective 07/01/2020 *
	Biweekly	4,029.23	
	Hourly	50.37	
Community Development Director	Monthly	8,706.00	
	Biweekly	4,018.15	
	Hourly	50.23	
Community Services Director	Monthly	7,627.00	Effective 07/01/2020 *
	Biweekly	3,520.15	
	Hourly	44.00	
Finance Director	Monthly	6,943.00	
	Biweekly	3,204.46	
	Hourly	40.06	
Fire Chief	Monthly	9,740.00	Effective 07/01/2020 *
	Biweekly	4,495.38	
	Hourly	56.19	
Police Chief	Monthly	9,144.00	Effective 07/01/2020 *
	Biweekly	4,220.31	
	Hourly	52.75	
Public Works Director	Monthly	6,985.00	Effective 07/01/2020 *
	Biweekly	3,223.85	
	Hourly	40.30	

\* Merit Increase Contingent Upon Satisfactory Review

**FIREFIGHTERS LOCAL 3716**

<b>Position</b>	<b>Frequency</b>	<b>Salary Schedule</b>				
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Fire Engineer	Monthly	4,433.00	4,655.00	4,888.00	5,132.00	5,389.00
	Biweekly	2,046.00	2,148.46	2,256.00	2,368.62	2,487.23
	Hourly*	18.27	19.18	20.14	21.15	22.21
Firefighter	Monthly	4,019.00	4,220.00	4,431.00	4,653.00	4,886.00
	Biweekly	1,854.92	1,947.69	2,045.08	2,147.54	2,255.08
	Hourly*	16.56	17.39	18.26	19.17	20.13

(\* 56 hours per week)



**FIREFIGHTERS LOCAL 3716 - Continued**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Non-Safety Paramedic	Monthly	3,187.00	3,346.00	3,513.00	3,689.00	3,873.00
	Biweekly	1,470.92	1,544.31	1,621.38	1,702.62	1,787.54
	Hourly	18.39	19.30	20.27	21.28	22.34
Non-Safety EMT	Monthly	2,437.00	2,559.00	2,687.00	2,821.00	2,962.00
	Biweekly	1,124.77	1,181.08	1,240.15	1,302.00	1,367.08
	Hourly	14.06	14.76	15.50	16.28	17.09

**FIRE MID-MANAGEMENT**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Captain	Monthly	5,632.00	5,914.00	6,210.00	6,521.00	6,847.00
	Biweekly	2,599.38	2,729.54	2,866.15	3,009.69	3,160.15
	Hourly *	23.21	24.37	25.59	26.87	28.22
		(* 56 hours per week)				
Fire Division Chief (FLSA Exempt)	Monthly	7,170.00	7,529.00	7,905.00	8,300.00	8,715.00
	Biweekly	3,309.23	3,474.92	3,648.46	3,830.77	4,022.31
	Hourly	41.37	43.44	45.61	47.88	50.28
Fire Marshal	Monthly	5,632.00	5,914.00	6,210.00	6,521.00	6,847.00
	Biweekly	2,599.38	2,729.54	2,866.15	3,009.69	3,160.15
	Hourly	32.49	34.12	35.83	37.62	39.50

**MISCELLANEOUS MID-MANAGEMENT**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Accountant	Monthly	4,818.00	5,059.00	5,312.00	5,578.00	5,857.00
	Biweekly	2,223.69	2,334.92	2,451.69	2,574.46	2,703.23
	Hourly	27.80	29.19	30.65	32.18	33.79
Administrative Analyst	Monthly	5,028.00	5,279.00	5,543.00	5,820.00	6,111.00
	Biweekly	2,320.62	2,436.46	2,558.31	2,686.15	2,820.46
	Hourly	29.01	30.46	31.98	33.58	35.26
City Clerk/Public Information Ofc	Monthly	5,731.00	6,018.00	6,319.00	6,635.00	6,967.00
	Biweekly	2,645.08	2,777.54	2,916.46	3,062.31	3,215.54
	Hourly	33.06	34.72	36.46	38.28	40.19
Finance Department Manager	Monthly	5,059.00	5,312.00	5,578.00	5,857.00	6,150.00
	Biweekly	2,334.92	2,451.69	2,574.46	2,703.23	2,838.46
	Hourly	29.19	30.65	32.18	33.79	35.48
Fleet Maintenance Supervisor	Monthly	5,535.00	5,812.00	6,103.00	6,408.00	6,728.00
	Biweekly	2,554.62	2,682.46	2,816.77	2,957.54	3,105.23
	Hourly	31.93	33.53	35.21	36.97	38.82

# MISCELLANEOUS MID-MANAGEMENT Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Human Resources Manager	Monthly	5,916.00	6,212.00	6,523.00	6,849.00	7,191.00
	Biweekly	2,730.46	2,867.08	3,010.62	3,161.08	3,318.92
	Hourly	34.13	35.84	37.63	39.51	41.49
Info System Coor/GIS Supervisor	Monthly	4,551.00	4,779.00	5,018.00	5,269.00	5,532.00
	Biweekly	2,100.46	2,205.69	2,316.00	2,431.85	2,553.23
	Hourly	26.26	27.57	28.95	30.40	31.92
Planning & Development Manager	Monthly	6,986.00	7,335.00	7,702.00	8,087.00	8,491.00
	Biweekly	3,224.31	3,385.38	3,554.77	3,732.46	3,918.92
	Hourly	40.30	42.32	44.43	46.66	48.99
Police Records Supervisor	Monthly	4,255.00	4,468.00	4,691.00	4,926.00	5,172.00
	Biweekly	1,963.85	2,062.15	2,165.08	2,273.54	2,387.08
	Hourly	24.55	25.78	27.06	28.42	29.84
Principal Planner	Monthly	6,653.00	6,986.00	7,335.00	7,702.00	8,087.00
	Biweekly	3,070.62	3,224.31	3,385.38	3,554.77	3,732.46
	Hourly	38.38	40.30	42.32	44.43	46.66
Public Works Supervisor	Monthly	5,215.00	5,476.00	5,750.00	6,038.00	6,340.00
	Biweekly	2,406.92	2,527.38	2,653.85	2,786.77	2,926.15
	Hourly	30.09	31.59	33.17	34.83	36.58
Recreation Supervisor	Monthly	4,141.00	4,348.00	4,565.00	4,793.00	5,033.00
	Biweekly	1,911.23	2,006.77	2,106.92	2,212.15	2,322.92
	Hourly	23.89	25.08	26.34	27.65	29.04
Transit Maintenance Manager	Monthly	5,484.00	5,758.00	6,046.00	6,348.00	6,665.00
	Biweekly	2,531.08	2,657.54	2,790.46	2,929.85	3,076.15
	Hourly	31.64	33.22	34.88	36.62	38.45

# POLICE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Police Lieutenant	Monthly	6,453.00	6,776.00	7,115.00	7,471.00	7,845.00
	Biweekly	2,978.31	3,127.38	3,283.85	3,448.15	3,620.77
	Hourly	37.23	39.09	41.05	43.10	45.26
Police Sergeant	Monthly	5,183.00	5,442.00	5,714.00	6,000.00	6,300.00
	Biweekly	2,392.15	2,511.69	2,637.23	2,769.23	2,907.69
	Hourly	29.90	31.40	32.97	34.62	36.35



# **POLICE OFFICERS ASSOCIATION**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Community Services Officer	Monthly	2,898.00	3,043.00	3,195.00	3,355.00	3,523.00
	Biweekly	1,337.54	1,404.46	1,474.62	1,548.46	1,626.00
	Hourly	16.72	17.56	18.43	19.36	20.33
Police Officer	Monthly	4,109.00	4,314.00	4,530.00	4,757.00	4,995.00
	Biweekly	1,896.46	1,991.08	2,090.77	2,195.54	2,305.38
	Hourly	23.71	24.89	26.13	27.44	28.82
Property/Evidence Technician	Monthly	3,195.00	3,355.00	3,523.00	3,699.00	3,884.00
	Biweekly	1,474.62	1,548.46	1,626.00	1,707.23	1,792.62
	Hourly	18.43	19.36	20.33	21.34	22.41
Safety Dispatcher I	Monthly	3,112.00	3,268.00	3,431.00	3,603.00	3,783.00
	Biweekly	1,436.31	1,508.31	1,583.54	1,662.92	1,746.00
	Hourly	17.95	18.85	19.79	20.79	21.83
Safety Dispatcher II	Monthly	3,430.00	3,602.00	3,782.00	3,971.00	4,170.00
	Biweekly	1,583.08	1,662.46	1,745.54	1,832.77	1,924.62
	Hourly	19.79	20.78	21.82	22.91	24.06

# **PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Custodian	Monthly	2,857.00	3,000.00	3,150.00	3,308.00	3,473.00
	Biweekly	1,318.62	1,384.62	1,453.85	1,526.77	1,602.92
	Hourly	16.48	17.31	18.17	19.08	20.04
Equipment Mechanic III	Monthly	4,038.00	4,240.00	4,452.00	4,675.00	4,909.00
	Biweekly	1,863.69	1,956.92	2,054.77	2,157.69	2,265.69
	Hourly	23.30	24.46	25.68	26.97	28.32
Maintenance Worker I	Monthly	2,926.00	3,072.00	3,226.00	3,387.00	3,556.00
	Biweekly	1,350.46	1,417.85	1,488.92	1,563.23	1,641.23
	Hourly	16.88	17.72	18.61	19.54	20.52
Maintenance Worker II	Monthly	3,258.00	3,421.00	3,592.00	3,772.00	3,961.00
	Biweekly	1,503.69	1,578.92	1,657.85	1,740.92	1,828.15
	Hourly	18.80	19.74	20.72	21.76	22.85
Maintenance Worker III	Monthly	3,721.00	3,907.00	4,102.00	4,307.00	4,522.00
	Biweekly	1,717.38	1,803.23	1,893.23	1,987.85	2,087.08
	Hourly	21.47	22.54	23.67	24.85	26.09
Transit Fleet Service Coordinator	Monthly	5,028.00	5,279.00	5,543.00	5,820.00	6,111.00
	Biweekly	2,320.62	2,436.46	2,558.31	2,686.15	2,820.46
	Hourly	29.01	30.46	31.98	33.58	35.26

**PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES - Continued**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Transit Mechanic I	Monthly	3,662.00	3,845.00	4,037.00	4,239.00	4,451.00
	Biweekly	1,690.15	1,774.62	1,863.23	1,956.46	2,054.31
	Hourly	21.13	22.18	23.29	24.46	25.68
Transit Mechanic II	Monthly	3,846.00	4,038.00	4,240.00	4,452.00	4,675.00
	Biweekly	1,775.08	1,863.69	1,956.92	2,054.77	2,157.69
	Hourly	22.19	23.30	24.46	25.68	26.97
Transit Mechanic III	Monthly	4,038.00	4,240.00	4,452.00	4,675.00	4,909.00
	Biweekly	1,863.69	1,956.92	2,054.77	2,157.69	2,265.69
	Hourly	23.30	24.46	25.68	26.97	28.32
Transit Shuttle Driver	Monthly	2,559.00	2,687.00	2,821.00	2,962.00	3,110.00
	Biweekly	1,181.08	1,240.15	1,302.00	1,367.08	1,435.38
	Hourly	14.76	15.50	16.28	17.09	17.94

**SECRETARIAL, TECHNICAL & CLERICAL**

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Account Clerk II	Monthly	3,258.00	3,421.00	3,592.00	3,772.00	3,961.00
	Biweekly	1,503.69	1,578.92	1,657.85	1,740.92	1,828.15
	Hourly	18.80	19.74	20.72	21.76	22.85
Administrative Assistant	Monthly	3,491.00	3,666.00	3,849.00	4,041.00	4,243.00
	Biweekly	1,611.23	1,692.00	1,776.46	1,865.08	1,958.31
	Hourly	20.14	21.15	22.21	23.31	24.48
Arts Center Coordinator	Monthly	3,119.00	3,275.00	3,439.00	3,611.00	3,792.00
	Biweekly	1,439.54	1,511.54	1,587.23	1,666.62	1,750.15
	Hourly	17.99	18.89	19.84	20.83	21.88
Assistant Planner/ Rehab Housing Specialist	Monthly	4,403.00	4,623.00	4,854.00	5,097.00	5,352.00
	Biweekly	2,032.15	2,133.69	2,240.31	2,352.46	2,470.15
	Hourly	25.40	26.67	28.00	29.41	30.88
Associate Planner	Monthly	4,770.00	5,009.00	5,259.00	5,522.00	5,798.00
	Biweekly	2,201.54	2,311.85	2,427.23	2,548.62	2,676.00
	Hourly	27.52	28.90	30.34	31.86	33.45
Building Inspector	Monthly	4,160.00	4,368.00	4,586.00	4,815.00	5,056.00
	Biweekly	1,920.00	2,016.00	2,116.62	2,222.31	2,333.54
	Hourly	24.00	25.20	26.46	27.78	29.17
Building-Planning Technician	Monthly	3,858.00	4,051.00	4,254.00	4,467.00	4,690.00
	Biweekly	1,780.62	1,869.69	1,963.38	2,061.69	2,164.62
	Hourly	22.26	23.37	24.54	25.77	27.06



# SECRETARIAL, TECHNICAL & CLERICAL - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Clerical Assistant II	Monthly	3,017.00	3,168.00	3,326.00	3,492.00	3,667.00
	Biweekly	1,392.46	1,462.15	1,535.08	1,611.69	1,692.46
	Hourly	17.41	18.28	19.19	20.15	21.16
Code Enforcement Officer	Monthly	3,645.00	3,827.00	4,018.00	4,219.00	4,430.00
	Biweekly	1,682.31	1,766.31	1,854.46	1,947.23	2,044.62
	Hourly	21.03	22.08	23.18	24.34	25.56
Fire Inspector/Code Enforcement	Monthly	3,930.00	4,127.00	4,333.00	4,550.00	4,778.00
	Biweekly	1,813.85	1,904.77	1,999.85	2,100.00	2,205.23
	Hourly	22.67	23.81	25.00	26.25	27.57
Information System Technician	Monthly	4,286.00	4,500.00	4,725.00	4,961.00	5,209.00
	Biweekly	1,978.15	2,076.92	2,180.77	2,289.69	2,404.15
	Hourly	24.73	25.96	27.26	28.62	30.05
Police Clerk I	Monthly	2,917.00	3,063.00	3,216.00	3,377.00	3,546.00
	Biweekly	1,346.31	1,413.69	1,484.31	1,558.62	1,636.62
	Hourly	16.83	17.67	18.55	19.48	20.46
Police Clerk II	Monthly	3,063.00	3,216.00	3,377.00	3,546.00	3,723.00
	Biweekly	1,413.69	1,484.31	1,558.62	1,636.62	1,718.31
	Hourly	17.67	18.55	19.48	20.46	21.48
Recreation Coordinator	Monthly	3,119.00	3,275.00	3,439.00	3,611.00	3,792.00
	Biweekly	1,439.54	1,511.54	1,587.23	1,666.62	1,750.15
	Hourly	17.99	18.89	19.84	20.83	21.88

## PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES

Position	Frequency	Rate As of	Rate As of
		1/1/2020	1/1/2021
Art Instructor	Hourly	13.00	14.00
Assistant Planner	Hourly	22.00	22.00
Ballfield Maintenance	Hourly	13.00	14.00
Clerical Assistant II	Hourly	17.41	<b>Effective 06/15/2020</b>
EMT - Per Diem	Hourly	15.00	15.00
Fire Department Secretary	Hourly	15.30	15.30
Maintenance Worker I	Hourly	14.00	14.00
Office Assistant	Hourly	13.00	14.00

**PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES - Continued**

<b>Position</b>	<b>Frequency</b>	<b>Rate As of</b>	
		<b>1/1/2020</b>	
Paramedic - Per Diem	Hourly	19.00	19.00
Recreation/Arts Coordinator	Hourly	13.00	14.00
Safety Dispatcher	Hourly	20.00	20.00
Senior Center Activity Coordinator	Hourly	13.00	14.00
Senior Center Nutrition Coordinator	Hourly	13.00	14.00
Visual Arts Instructor	Hourly	13.00	14.00
Vocal Instructor	Hourly	13.00	14.00
Youth Services Coordinator	Hourly	13.00	14.00



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

July 6, 2020

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**ITEM NO:**

**1.e.**

**SUBJECT:** Consideration of a Resolution Authorizing and Approving the Grant Submission and Contract with the State Of California-Department of Alcoholic Beverage Control for Grant Funding

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**RECOMMENDATION:** Approve Resolution authorizing the City Manager to execute all grant related documents.

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**DISCUSSION:** The City of Selma Police Department was advised that we were awarded \$33,496 in grant funding from the State of California Department of Alcoholic Beverage Control. The grant proposal includes funding for existing personnel to work on reduction of ABC violations and alcohol related crime. There is no match for the City of Selma. Staff is requesting that Council authorize the City Manager to execute all grant related documents once they are received.


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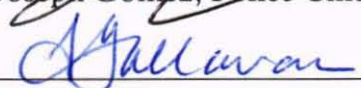
**RECOMMENDATION:** Approve resolution authorizing the City Manager to execute all grant related documents.

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\_\_\_\_\_  
Joseph Gomez, Police Chief

7.2.20  
Date

  
\_\_\_\_\_  
Teresa Gallavan, City Manager

7-2-20  
Date

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**RESOLUTION 2020 – R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN  
DOCUMENTS EXECUTING A GRANT AGREEMENT WITH THE  
CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE  
CONTROL**

WHEREAS, THE City of Selma Police Department desires to undertake a certain project designated as Selma PD ABC Grant 2020-2021 to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Selma is authorized to execute on behalf of the City of Selma all documents pertaining to the grant including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 6<sup>th</sup> of July 2020 by the following vote:

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

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk



**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2500 Fax (916) 419-2599



June 9, 2020

Chief Joseph Gomez  
Selma Police Department  
1710 Tucker Street  
Selma, CA 93662

Dear Chief Gomez:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive funding for your 2020/2021 Alcohol Policing Partnership (APP) grant proposal.

Due to the ongoing Coronavirus (COVID-19) Pandemic, ABC has cancelled the annual APP Training Conference originally scheduled for July 2020 in the City of Palm Desert. This was a difficult decision, but a necessary one, as the conference provides an opportunity for everyone to meet, share information and receive training on ABC educational and enforcement programs. ABC will still provide training this year; however, it will be in a different format. A four-hour training session for your designated sworn staff and project directors will take place at a future date. Your ABC agent assigned to your agency will be in contact to schedule the training/orientation session.

A grant contract will be forthcoming in the next couple of weeks which requires a resolution, order, motion, ordinance or other similar document from your local governing body authorizing execution of the agreement. Due to the fact that these resolutions typically have to be put on your governing body's calendar, we ask that you do this as soon as possible.

Please note that the total budget amount requested in the Request for Proposal was reduced to \$33,496.00 to reflect the unused Travel/Registration Fees due to the cancellation of the conference. In addition, due to the impact this pandemic has had on our budget, please note that the grant contract is contingent upon continued funding being available throughout the term of the contract.

Once again, ABC appreciates your understanding during the COVID-19 Pandemic and we look forward to working with your agency.

If you have any questions, please call Kristine Okino, Grant Coordinator at (916) 419-2572 or email at [Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jacob Appelsmith'.

for Jacob Appelsmith  
Director

Cc: Sgt. Rene Garza, Project Director





**State of California**  
**Department of Alcoholic Beverage Control**  
**Alcohol Policing Partnership Program**

**PROPOSAL COVER SHEET**  
(TO BE COMPLETED BY APPLICANT AGENCY)

<b>1. Name of Applicant Agency:</b> City of Selma Police Department	
<b>2. Description of Applicant Agency:</b> Provide your city or county and a brief summary of department size, staffing, and structure. <p>The Selma Police Department is comprised of 37 sworn officers including the Chief, two Lieutenants, five Sergeants, and 29 Officers and Detectives. There are currently no officers solely dedicated to alcohol beverage control activity, with details being conducted as staff can fit them into regular scheduling. Administration is vested in a quasi-military structure with a standard administrative chain of command. Patrol officers operate on a generalist concept. The Department utilizes the Community Policing model where each officer is assigned to a specific beat.</p>	
<b>3. Number of Licenses in Project Area:</b> 63	<b>4. Population of Service Area:</b> 24,807
<b>5. Project Description:</b> Provide a list of your project's goals and objectives and briefly summarize. <p>According to the most recent OTS collision data, the City of Selma is ranked in the top 20 statewide of collisions involving "Had Been Drinking Drivers between 21-34" (14th out of 101). Based on this data, it is evident that youth are drinking and driving in the City of Selma. Based on past ABC details that have been conducted, statistics show that businesses are selling alcohol to minors, and others are buying alcohol for minors. Our goal with this program is to acquire necessary equipment and conduct operations that will allow the Department to address this issue. Selma also has the 3rd highest concentration of beer/wine licenses yet the population is 5th in Fresno County.</p>	
<b>6. Funds Requested:</b> <del>\$35,996</del> 33,496	
<b>7. Project Period:</b> July 1, 2020 – June 30, 2021	
<b>8. Acceptance of Conditions:</b> By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.	
<b>A. Project Director (person having day-to-day responsibility for the project)</b>	<b>B. Chief of Police or Sheriff (authorizing official)</b>
Name: Rene Garza Address: 1935 E. Front Street Selma, CA 93662 Phone: (559) 891-2230 Fax: (559) 896-8839 EMail Address: ReneG@cityofselma.com Signature:	Name: Joseph Gomez Address: 1710 Tucker Street Selma, CA 93662 Phone: (559) 896-2525 Fax: (559) 896-8839 EMail Address: GregG@cityofselma.com Signature:
Title: Sergeant	Title: Chief
<b>C. Fiscal or Accounting Official</b>	<b>D. ABC USE ONLY</b>
Name: Isaac Moreno Address: 1710 Tucker Street Selma, CA 93662 Phone: (559) 891-2205 Fax: (559) 896-1068 EMail Address: IsaacM@cityofselma.com Signature:	<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;">RECEIVED  MAR 26 2020  Dept of Alcoholic Beverage Control Admin Svcs.</div>
Title: Finance Director	



## SCOPE OF WORK

### 1. Summary

a. Agency Description: The Selma Police Department (SEPD) has been working with the Department of Alcoholic Beverage Control for many years on alcohol-related issues in our community. SEPD has conducted many types of operations under the minor decoy/shoulder tap program, as well as multi-agency operations with surrounding cities many years ago.

The SEPD currently has 37 sworn officers including the Chief, two Lieutenants, five Sergeants, 2 Detectives and 27 Patrol Officers. These officers have the responsibility of providing police services to all City of Selma residents. There are currently no officers dedicated to alcoholic beverage control activity exclusively. Administration in the SEPD is vested in a quasi-military structure with a standard administrative chain of command. Those officers not assigned to traffic duty operate on a generalist concept. The SEPD utilizes the Community Policing model which promotes organization strategies supporting the systematic use of partnerships and problem-solving techniques to proactively address the conditions that give rise to public safety issues. Each officer works a specific area or "beat". Civilian Community Service Officers and Clerical staff assist with various clerical and non-sworn activities such as assisting with forms, special events, and other related enforcement/ education activities. In addition, our Volunteers in Policing members assist with activities as needed. There are thirty community members that assist with traffic control at special events, assist at DUI checkpoints, and other duties.

b. Amount Requested: The SEPD is requesting a total of \$35,996. This funding will allow the SEPD to pay overtime so various alcohol operations can be conducted, as well as enable purchasing equipment necessary for operations (raid vests, badge holders, stinger flash lights, and tactical gloves) and having "buy money" to maximize effectiveness of operations conducted. In addition, our Detectives will attend training held by ABC. In looking at possible activities that will be conducted to maximize alcoholic beverage control activities SEPD proposes: two (2) minor decoy operations, four (4) shoulder tap operations, ten (10) general enforcement operations, four (4) IMPACT operations, five (5) community presentations, and one (1) LEAD activity. We will meet at least quarterly with our ABC agent. Each enforcement event would include at least two officers, with civilians participating as decoys, etc.

c. Goals and Objectives: The major goals of the Selma Police Department are:

- To promote community safety and provide police protection to the citizens of Selma
- To effectively coordinate police activities and services with allied agencies
- To maintain adequate personnel and resources to achieve high quality service delivery to the community
- To provide the technical resources necessary to support police operations

As background for the goals of the requested funding and activities, the City of Selma is located in the Central Valley on the southern edge of Fresno County and constitutes the target area for this grant request. The City is located directly on U.S. Highway 99, approximately 17 miles south of the City of Fresno—an urban area of over 500,000 in population.

This ABC funding will provide essential resources to an underserved population of 24,807. According to the U.S. Census Bureau, over 31 percent of the City's population is 18 years of age or under—this is significantly higher than the United States' 22 percent.



## SCOPE OF WORK

Over 84 percent of the City's population is of Latino origin; approximately 60 percent of households speak a language other than English at home; fully one-third of the population has less than a high school education; and 25 percent of families live below the poverty level (U.S. Census Bureau, 2018). Finally, the City of Selma has a median household income of \$41,560, which is significantly lower than the statewide median of \$71,228.

The SEPD has had a Minor Decoy grant in the past. With a high level of staff turnover in locations that sell alcohol, we find that many continue to sell to minors despite the fact that training is provided to stores. The SEPD issues citations to businesses that sell to youth during minor decoy operations and cites adults that buy liquor for minors. Despite these efforts, there are areas of alcohol enforcement that the Department has been unable to address and for which the Department is requesting funding in this proposal.

As far as inspections, though retail establishments have been addressed, the Department has been unable to address restaurants and bars, which are included in this grant proposal. An area we wish to work on and expand on is community presentations/ general enforcement activities. The SEPD will participate in five community events with youth and parents where special presentations will be done and informational flyers will be distributed.

In addition, the Department will conduct 10 general enforcement activities with a focus on such activities as narcotic stings, narcotic/prostitution around bars and related locations, loitering around businesses, and winter formal/prom (high school) events. In addition, the Department will conduct a special "party patrol" during the week of graduation.

The grant goals include the following: It is the intent of the Selma Police Department to reduce ABC violations and alcohol related crime during the grant period. The Department will meet this goal by accomplishing objectives which include conducting general enforcement, graduation party patrol, community presentations, LEAD activity, minor decoy operations, shoulder tap operations, and impact operations during the grant period.

d. Number of ABC Licensed Locations: Based on March 2020 license reporting information from ABC, there are twenty-six (26) Type 20 licensees, seven (7) Type 21, one (1) Type 40, sixteen (16) Type 41, three (3) Type 47, two (2) Type 48, one (1) Type 51, and one (1) Type 82, for a total of 6 in the City of Selma.

e. Number of allotted full time Peace Officer positions: The Selma Police Department is currently allotted 37 full-time Peace Officers, including one Chief, two Lieutenants, five Sergeants, and 29 Officers and Detectives.



## SCOPE OF WORK

### 2. Problem Statement

It is the intent of the Selma Police Department to perform operations that are targeted in the Selma city limits. The past grants that have been received mainly focused on minor decoy/shoulder tap as well as business inspection/education. California Office of Traffic Safety statistics show that City of Selma is ranked well in the top 20 of, "Had Been Drinking Drivers between 21-34" (14th out of 101).

As small as the community is, there are issues with narcotics/prostitution around bars and other establishments. The issue of narcotic operations has never been addressed and SEPD is proposing proactive activities to address this issue as part of the grant. The entire area of education has never even been addressed; to this end, SEPD will participate at community events and informational presentations located throughout the City Of Selma. The target audience for these events will be families, and the Department will prove participating families with educational information for review together, in addition to the presentations.

### 3. Project Description

It is the intent of the Selma Police Department to reduce ABC violations and alcohol-related crimes during the grant period. We will meet this goal by accomplishing the following objectives to identify and target problematic ABC licensed establishments by June 30, 2021:

- Conduct at least two (2) minor decoy program operations (1 Sergeant, 1 Officer, 2 Detectives @ 8 hours each for 64 total hours).
- Conduct at least four (4) "Shoulder Tap" decoy program operations (1 Sergeant, 1 Officer, 2 Detectives @ 8 hours each for 128 total hours).
- Conduct ten (10) general enforcement operations. The operations will include narcotic/prostitution, loitering around businesses, bar enforcement activities, high school winter formal (1 Sergeant, 1 Officer, 2 Detectives @ 8 hours each for 320 total hours).
- Conduct at least four (4) IMPACT operations (1 Officer, 1 Detective @ 4 hours each for 32 total hours).
- Conduct five (5) community presentations to at least 400 residents throughout the community (1 Detective @ 1 hour for 5 total hours).
- Conduct at least one (1) LEAD presentation (1 Officer @ 4 hours for 4 total hours).
- Conduct at least one (1) "Party Patrol" targeting drinking by underage minors during graduation week (1 Sergeant, 3 Officers @ 8 hours for 32 total hours).
- Issue at least five (5) press releases about various operations of the grant.
- Conduct at least four (4) meetings with the ABC agent.
- Work with the District Attorney's office to file SEPD's cases that arise within the scope of this grant

As noted above in the goals, the SEPD will conduct ten (10) general enforcement operations. In addition to the examples described, these activities will include undercover operations inside alcohol establishments, looking for bartenders serving obviously-intoxicated individuals, as well as arresting individuals who are highly intoxicated. These operations will also include warrant service pick-ups with individuals who have alcohol-related warrants, such as DUI violations. Individuals will also be cited if they are in possession of an open alcoholic beverage in a public place.

## SCOPE OF WORK

### 4. Project Personnel

The Project Director for the City of Selma will be Sergeant Rene Garza. Sergeant Garza has been employed with the Selma Police Department for approximately 19 years and 8 months. Sergeant Garza has been involved in every ABC grant acquired by the Selma Police Department. Sergeant Garza was the project supervisor for the department's mini grants and was the project supervisor for the 2016-2017 GAP grant, which resulted in a completion of 41 operations (shoulder tap, minor decoy, IMPACTS, and etc.) with a total of 90 arrests. The goals and objectives were accomplished during this grant; which exceeded the goals originally outlined.

Sergeant Garza has a close working relationship with State ABC agents during the course of an active or non-active grant. Sergeant Garza has worked several criminal investigations at "on" and "off" sale establishments in the City of Selma, during his time as a detective with the Selma Police Department. Sergeant Garza is the "go to" person when it comes to questions at the Selma Police Department regarding minors purchasing alcohol from establishments or businesses who are out of compliance with laws and regulations set in place by ABC.

Project supervision would be performed by two detectives. Detective Richard Figueroa who has been a detective for a total of 4 years for the Selma Police Department and will be the operations person for the grant. He has worked several ABC operations and has assisted in managing prior Minor Decoy grants.

Detective Alejandro Alvarez will be the other Detective working the operations. He has been with the Department since 2014 and has worked many types of DUI checkpoint operations and has assisted Minor Decoy grants as well.

Officers will also be utilized as part of the project operations in various capacities.

In addition, staff from the Finance and Administration Departments will assist with report writing, financial records and related data gathering, providing these services in-kind. Supervision of detectives will also be provided in-kind.



# BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
<b>A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)</b>	(Round budget amounts to nearest dollar)
<b>A.1 Straight Time</b>  <b>A.2 Overtime</b> Det. 1 - 141 hours @ \$47.43; Det. 2 - 136 hours @ \$47.43; Sergeant - 136 hours @ \$59.68; Officer - 172 hours @ \$46.14 <b>A.3 Benefits</b> Employee Benefits - 8.65% x \$29,190.67	29,191 \$29,190.67 \$2,524.99 29,25
<b>TOTAL PERSONNEL SERVICES</b>	<del>31,716</del> \$31,715.66
<b>B. Operating Expenses (maximum \$2,500)</b>	
Decoy Operations, Shoulder Tap Operations, and Narcotic Investigations "buy money"	\$500.00
<b>TOTAL OPERATING EXPENSES</b>	\$500.00 -
<b>C. Equipment (maximum \$2,500)</b>	
(Attach receipts for all equipment purchases to monthly billing invoice)	
Raid Vest (4) @ \$150.00 each	\$600.00
Badge Holders with Chains (4) @ \$20.00 each	\$80.00
Stinger Flash Lights (4) @ \$120.00 each	\$480.00
Tactical Gloves (4 sets) @ \$30.00 each	\$120.00
<b>TOTAL EQUIPMENT</b>	\$1,280.00 -
<b>D. Travel Expense/Registration Fees (maximum \$2,500)</b>	
(Registration fee for July 2020 APP Conference attendee is \$325 each)	
Conference Attendee Fee @ 2 Personnel	\$550.00
Travel, Per Diem, Lodging for July GAP Conference	\$1,950.00
<b>TOTAL TRAVEL EXPENSE</b>	\$2,500.00 -
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$35,995.66

35,996

### OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. (Round all budget amounts to the nearest dollar—No Cents.)

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	\$31,715.66		\$31,715.66
Operating Expenses	\$500.00		\$500.00
Travel/Registration Fees	\$2,500.00		\$2,500.00
Equipment	\$1,280.00		\$1,280.00
<b>TOTALS</b>	\$35,995.66	\$0.00	\$35,995.66

This form does not become part of the contract but is required in the Request for Proposals package.



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

July 6, 2020

**ITEM NO:** 1.f.

**SUBJECT:** Consideration of the purchase of a 2021 GMC Sierra 2500HD truck for the Public Works Department Streets Division

**BACKGROUND:** The purchase of a new truck for the Public Works Department was approved the 2019-2020 streets budget. This will add to our fleet. There currently are three employees utilizing the same vehicle and its inventory of tools.

**DISCUSSION:** Staff is recommending that the City Council approve the purchase of a 2021 GMC Sierra 2500HD truck for the Public Works Department Streets Division. Staff has attached a quote from Fahrney Buick GMC for \$43,697.06, which includes tax and license fees. Multiple quotes were requested. Hedricks Chevrolet submitted a lower quote, however, it was for a 2020 vehicle and our local dealership was able to provide a quote for a 2021 vehicle for a cost difference of \$699.03 for the newer model.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$43,697.06		None
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Streets Budget		None
Fund Balance: FYE 2018-2019 \$188,610.59		

**RECOMMENDATION:** Staff recommends that the City Council approve the purchase of the 2021 GMC Sierra 2500HD truck for the Public Works Department Streets Division.

/s/

Shane Ferrell, Public Works Director

**07012020**

Date



Teresa Gallavan, City Manager

7-2-20

Date



**SCELZI**  
TRUCK BODIES

2286 E. Date Ave.  
Fresno, CA 93706  
Phone: 559-237-5541  
Fax: 559-237-5554  
www.SEINC.com

## Quotation

201882

User: Parsons, Julie

**Bill To:** SWANSON FAHRNEY FORD  
Attn: PATTILLO, KEN  
3105 HIGHLAND AVE.  
SELMA, CA 93662  
559-896-4121

**Ship To:**  
Attn: Scelzi Enterprises

<b>Quote Date:</b>	03/06/2020	<b>Salesman:</b>	Carpenter, Glenn
<b>Expiration Date:</b>	04/05/2020	<b>Ship Via:</b>	
<b>Sales Tax</b>	@	<b>Terms:</b>	Net 10
		<b>PO Number:</b>	

### Notes:

MOUNT IN FRESNO  
PAINT BODY WHITE  
MID SHIP FUEL TANK

CHASSIS ETA:

NOTE: QUOTE FOR CITY OF SELMA

Qty	Part Number	Description	Total	Tax
1	F2A6-56	2020 FORD F-250, 2WD, REG CAB, SRW, GAS, WHITE, 56"CA		
1	SB-98-79-49-38-VO	1EA - ALL LIGHTS L.E.D. 1EA - LED STROBE LIGHT #L31HAF ON DRIVER SIDE JUST ABOVE AND BEHIND CAB WIRED TO A SWITCH IN THE DASH 1EA - TRAFFIC ADVISOR MOUNT JUST BEHIND AND BELOW REAR WINDOW		
1	BUMPER SIG - 6"	6" DIAMOND PLATE STEP BUMPER POWDER COATED GRAY 1EA - USE FACTORY RECEIVER HITCH 1EA - 7 PRONG FLAT RV PLUG #12707 1EA - INSTALL/RELOCATE FACTORY REAR VIEW CAMERA		





**SCELZI**  
TRUCK BODIES

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Fresno, CA 93706  
Phone: 559-237-5541  
Fax: 559-237-5554  
www.SEINC.com

## Quotation

201882

User: Parsons, Julie

- |   |                             |  |
|---|-----------------------------|--|
| 1 | LADDER<br>RACK -<br>2x2x120 | 2" X 2" X .120 WALL FORKLIFT ACCESS<br>POWDER COATED WHITE<br><br>1EA - STROBE MOUNT ON DRIVER SIDE TO LADDER RACK JUST ABOVE<br>AND BEHIND CAB<br><br>2EA - BUYERS 4" X 6" LED WORK LIGHTS #1492118 JUST BEHIND CAB ON<br>LADDER RACK (1EA) DRIVER SIDE FACING STREET AND (1EA) PASSENGER<br>SIDE FACING CURB WIRED TO A SWITCH IN DASH<br><br>1EA - TAC 815 AMBER DIRECTIONAL LIGHT BAR MOUNTED ON BRACKET<br>JUST BEHIND AND BELOW REAR WINDOW OF LADDER RACK CROSS BAR<br>WIRED TO SWITCH IN DASH<br><br>1EA - WATER CASK HOLDER AND STRAP FOR 3-5 GALLON PART #SE190014<br>MOUNTED TO REAR LEG OF LADDER RACK LEG ON THE PASSENGER SIDE |
| 1 | WEIGHT<br>CERTIFICATE       | WEIGHT CERTIFICATE OF COMPLETED UNIT   |
| 1 | WILL CALL                   | CUSTOMER TO PICK -UP COMPLETED UNIT IN FRESNO, CA<br><br>CONTACT:<br>KEN PATTILLO<br>559-896-4121  |

### DISCLAIMERS

- TERMS:** Standard terms are Net 10 Days, any deviations need to be in writing before production
- CHANGES:** Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change  
No changes will be made to orders 2 weeks prior to production start date
- DRAWINGS:** Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00  
fee or more at \$150.00 per hour  
No changes will be made to drawings 2 weeks prior to production start date
- PAINT:** Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and  
procedures

### THIS WORK AUTHORIZED BY

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing  
production costs will be charged for accordingly.

### DATE

Estimate	Parsons,
Prepared By:	Julie
Sales Rep:	Carpenter, Glenn

# Retail Worksheet

Print Primary Send To F&I

Deal # 14231  
 Deal Date 06/24/2020  
 Deal Type Retail  
 Financial Inst. CASH  
 Program Normal  
 Deal Status Stored Status

Vehicle Return Detach  
 New Used Demo Cert.  
 Stock #  
 Year 2021  
 Make GMC  
 Model 2500 HD  
 Style REG CAB SERVICE BC  
 Odometer

Buyer  
 Customer # 18966  
 Last  
 First  
 Company CITY OF SELMA  
 Reg State CA

Sales Price  
 MSRP 0.00  
 Discount -40,190.00  
 Selling Price 40,190.00  
 Aftermarkets 0.00  
 Doc Fee 85.00  
 VSI Premium 0.00  
 ESC Premium 0.00  
 Maintenance 0.00  
 GAP Premium 0.00  
 LAH/III 0.00  
 Prior Lease Bal 0.00  
 License Fee 0.00  
 Dealer Fees 0.00  
 Total Fees 8.75  
 Total Taxes 3,413.31  
 Total Price 43,697.06  
 Trade Difference 40,190.00

Down Payment  
 Cash Down 0.00  
 Deposit 0.00  
 Total Rebates 0.00  
 Total Trade Allow 0.00  
 Total Trade Payoff 0.00  
 Total Net Trade 0.00  
 Total Def Down 0.00  
 Total Down Payment 0.00

Payment  
 Term 1  
 Sell Rate 0  
 AOR  
 # Days 1st Payment 15  
 Payments Per Year 1  
 1st Payment Date 07/09/2020  
 Prepaid Fin Charge 0.00  
 APR  
 Amount Financed 43,697.06  
 Finance Charge 0.00  
 Total of Payments 43,697.06  
 Total Sales Price 43,697.06

Payment 43,697.06



# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75064	06/09/2020	Printed	A&S PUMP SERVICE	SERVICE PUMP -RINGO PARK		168.00
75065	06/09/2020	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		832.33
75066	06/09/2020	Printed	RACHEL ALVAREZ	PIONEER VILLAGE REIMBURSEMENT		100.00
75067	06/09/2020	Printed	MARK ALVES	REPAIR STREET LIGHT CONDUIT -ARRANTS ST		190.00
75068	06/09/2020	Printed	AMERICAN AMBULANCE	JUNE 2020 PAYMENT		125,000.00
75069	06/09/2020	Printed	ANDERSON STRIPING & CONSTRUCTION	TUCKER STREET STRIPING		2,591.00
75070	06/09/2020	Printed	CHRISTINA ARIAS	SNACKS FOR RESERVED POLICE INTERVIEWS 5/26-5/27/20		18.56
75071	06/09/2020	Printed	AT&T	TELEPHONE -MAY 2020		20.44
75072	06/09/2020	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 4/12-5/11/20		1,524.18
75073	06/09/2020	Printed	BENNY BACA/COOL AIR SPECIALTY	REPLACED 3 TON COMPRESSOR - STATION 2, REPLACED FUSE, REPAIRED WATER COOLER DRAINS		2,674.00
75074	06/09/2020	Printed	BANNER PEST CONTROL INC	PEST CONTROL -MAY 2020		441.00
75075	06/09/2020	Printed	BAUER COMPRESSORS INC.	FACE MASKS	G	20,932.21
75076	06/09/2020	Printed	ROSALINDA BECERRA	T-BALL REIMBURSEMENT		50.00
75077	06/09/2020	Printed	JAY WESLEY BROCK / TOP DOG TRAINING	K9 MAINTENANCE TRAINING		450.00
75078	06/09/2020	Printed	ERICA CABRERA	T-BALL REIMBURSEMENT		50.00
75079	06/09/2020	Printed	KARINA CARILLO	T-BALL REIMBURSEMENT		50.00
75080	06/09/2020	Void	CASSANDRA CASANOVA	T-BALL REIMBURSEMENT		0.00
75081	06/09/2020	Printed	CASCADE FIRE EQUIPMENT COMPANY	WILDLAND GLOVES & TURNOUT ARMOR		2,904.09
75082	06/09/2020	Printed	SEANTE CASTILLO	T-BALL REIMBURSEMENT		50.00
75083	06/09/2020	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE -PD		1,555.00
75084	06/09/2020	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE -PHONE SYSTEM/BACKUP 5/15-6/14/20		3,280.05
75085	06/09/2020	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT -APRIL 2020		2,360.00
75086	06/09/2020	Printed	CONSOLIDATED IRRIGATION DIST.	COOPERATIVE AGREEMENT DRAINAGE FEE 2018		69,450.00
75087	06/09/2020	Printed	COSTANZO & ASSOCIATES	LEGAL FEES -NOVEMBER 2019		10,936.50
75088	06/09/2020	Printed	COUNTY OF FRESNO	CRIME SCENE INVESTIGATION		649.45
75089	06/09/2020	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES -MAR 20		72.98
75090	06/09/2020	Printed	DATAPATH LLC	NETCARE & ON SITE SUPPORT -JUNE 20		11,425.00
75091	06/09/2020	Printed	AUSTIN DAVIS	T-BALL REIMBURSEMENT		50.00
75092	06/09/2020	Printed	JESSICA DAVIS	T-BALL REIMBURSEMENT		50.00
75093	06/09/2020	Printed	DINUBA HOUSE MOVERS, INC.	RELOCATION OF TRAINING CENTER	PARTIAL R	42,500.00
75094	06/09/2020	Printed	DR OCHOA FAMILY CLINIC	BUSINESS LIC OVERPAYMENT REIMB		50.00
75095	06/09/2020	Printed	NANCY ESPINOZA	T-BALL REIMBURSEMENT		50.00
75096	06/09/2020	Printed	FRESNO COUNTY FIRE	GRAPHICS FOR ENGINE		1,258.50
75097	06/09/2020	Printed	GAR BENNETT LLC	IRRIGATION SUPPLIES -DOG PARK		72.49
75098	06/09/2020	Printed	LAURA GARCIA	PIONEER VILLAGE REIMBURSEMENT		200.00
75099	06/09/2020	Printed	BEVERLY GARZA	PICNIC SHELTER REIMBURSEMENT		45.00
75100	06/09/2020	Printed	GATEWAY ENGINEERING, INC.	ENGINEERING SERVICES -JAN/FEB 20, RSTP E FLORAL AVE, CMAQ VARIOUS ALLEY, STORM DRAIN PROJ	PARTIAL G	83,682.50
75101	06/09/2020	Printed	GCS ENVIRONMENTAL EQUIPMENT	HOSE/PEDESTAL -UNIT #1315		664.52
75102	06/09/2020	Printed	ANGELICA GUZMAN	T-BALL REIMBURSEMENT		50.00
75103	06/09/2020	Printed	HAYDON CONSTRUCTION	BUSINESS LIC OVERPAYMENT REIMB		94.00
75104	06/09/2020	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICES		150.00
75105	06/09/2020	Printed	PATSY HELM	SENIOR TRIP REIMBURSEMENT		65.00
75106	06/09/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		348.99
75107	06/09/2020	Printed	HEWLETT-PACKARD FINANCIAL	LEASE FOR SERVERS 6/1-6/30/20		1,347.37
75108	06/09/2020	Printed	JOHN GARI HOSTETLER	POLICE ACADEMY CADET MONTHLY STIPEND -JUN 20		500.00
75109	06/09/2020	Printed	J'S COMMUNICATION INC.	PROCESS FCC LICENSING		1,725.00
75110	06/09/2020	Printed	SARAH JACKSON	T-BALL REIMBURSEMENT		50.00
75111	06/09/2020	Printed	JORGENSEN & COMPANY	SEMI ANNUAL KITCHEN HOOD INSPECTION -SENIOR CENTER		173.40
75112	06/09/2020	Printed	KATCH ENVIRONMENTAL INC.	PROGRESS PAYMENT #10 NEW SELMA POLICE STATION -APR 20	PDSA	440,192.55
75113	06/09/2020	Printed	MICHAEL LEE	T-BALL REIMBURSEMENT		50.00
75114	06/09/2020	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		112.27



## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75115	06/09/2020	Printed	STEPHANIE LOZANO	T-BALL REIMBURSEMENT		50.00
75116	06/09/2020	Printed	NATHAN MEDINA	T-BALL REIMBURSEMENT		50.00
75117	06/09/2020	Printed	METRO UNIFORM	POLICE REVOLVING ACCT	R	28.10
75118	06/09/2020	Printed	MILGARD MANUFACTURING	BUSINESS LIC OVERPAYMENT REIMB		94.00
75119	06/09/2020	Printed	STEPHANIE MURGUIA	T-BALL REIMBURSEMENT		50.00
75120	06/09/2020	Printed	ODELL PLANNING & RESEARCH, INC	SELMA GROVE EIR ADDENDUM PLANNING SERVICES	R	2,938.00
75121	06/09/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		691.75
75122	06/09/2020	Printed	ESTELLA PALAFOX	T-BALL REIMBURSEMENT		50.00
75123	06/09/2020	Printed	PG&E	UTILITIES -MAY 2020		12.05
75124	06/09/2020	Printed	PG&E	UTILITIES -MAY 2020		410.16
75125	06/09/2020	Printed	PG&E	UTILITIES -MAY 2020		15,722.33
75126	06/09/2020	Printed	PITNEY BOWES INC.	POSTAGE MACHINE RENTAL -CH		130.17
75127	06/09/2020	Printed	ALICIA RAMIREZ	T-BALL REIMBURSEMENT		50.00
75128	06/09/2020	Printed	CRYSTAL RETAMOZA	T-BALL REIMBURSEMENT		50.00
75129	06/09/2020	Printed	JUAN RODRIGUEZ	T-BALL REIMBURSEMENT		50.00
75130	06/09/2020	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -APRIL 2020		9,858.57
75131	06/09/2020	Printed	STRYKER SALES CORPORATION	REPLACEMENT AED PADS FOR INFANTS, GURNEY, BASE STORAGE NET		4,604.44
75132	06/09/2020	Printed	SUNCREST BANK	KATCH ENVIRONMENTAL RETENTION	PDSA	23,168.03
75133	06/09/2020	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		92.00
75134	06/09/2020	Void	THE DIG SAFE BOARD PROGRAM	VOID		0.00
75135	06/09/2020	Printed	THE OFFICE CITY	OFFICE SUPPLIES		585.78
75136	06/09/2020	Printed	TIFCO INDUSTRIES, INC.	EXTINGUISHER BRACKETS		102.00
75137	06/09/2020	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING		31.25
75138	06/09/2020	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 4/23-5/22/20		79,035.21
75139	06/09/2020	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES -JUN 20		1,862.58
75140	06/09/2020	Printed	UNITY IT	MDT MANAGED SERVICES -APR 20		2,712.27
75141	06/09/2020	Printed	ROGELIA VALENCIA	T-BALL REIMBURSEMENT		100.00
75142	06/09/2020	Printed	VALLEY SOLAR	BUSINESS LIC OVERPAYMENT REIMB		94.00
75143	06/09/2020	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 4/1-4/30/20	PDSA	35,669.75
75144	06/09/2020	Void	MALORIE VASQUEZ	T-BALL REIMBURSEMENT		0.00
75145	06/09/2020	Printed	VERIZON WIRELESS	AIRCARDS 4/19-5/18/20		530.72
75146	06/09/2020	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE -MAY 2020		119,217.96
75147	06/09/2020	Printed	ARTHUR ZAVALA	T-BALL REIMBURSEMENT		50.00
75148	06/19/2020	Printed	RICHARD ACEVEDO	PIONEER VILLAGE REIMBURSEMENT		305.00
75149	06/19/2020	Printed	AFLAC	AMBULANCE OVERPAYMENT REIMB		250.00
75150	06/19/2020	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		137.09
75151	06/19/2020	Void				
75152	06/19/2020	Void				
75153	06/19/2020	Void				
75154	06/19/2020	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS		1,621.92
75155	06/19/2020	Printed	AT&T	LEA TRACKING		295.00
75156	06/19/2020	Printed	AT&T	TELEPHONE 5/4-6/30/20		1,407.36
75157	06/19/2020	Printed	AT&T	TELEPHONE 5/4-6/3/20		152.17
75158	06/19/2020	Printed	AT&T	TELEPHONE 5/4-6/3/20		76.06
75159	06/19/2020	Printed	AT&T	TELEPHONE 5/12-6/11/20		60.83
75160	06/19/2020	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 5/1-5/31/20		437.31
75161	06/19/2020	Printed	BENNY BACA / COOL AIR SPECIALTY	ADJUSTED FLOATS -ART CENTER		45.00
75162	06/19/2020	Printed	BAUER COMPRESSORS INC.	40 MSA SELF CONTAINED BREATHING APPARATUS	G	219,777.51
75163	06/19/2020	Printed	BEST UNIFORMS	CODE ENFORCEMENT REVOLVING	R	402.67
75164	06/19/2020	Printed	BLUE SHIELD OF CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		1,644.60
75165	06/19/2020	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -MAY 2020		10,198.72
75166	06/19/2020	Printed	CASSANDRA CASANOVA	T-BALL REIMBURSEMENT		50.00
75167	06/19/2020	Printed	CASCADE FIRE EQUIPMENT COMPANY	FIRE FOAM		1,911.91
75168	06/19/2020	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		600.82
75169	06/19/2020	Printed	CENTRAL VALLEY LOCK & SAFE INC	REKEYED FIRE RESERVE BUILDING		65.00
75170	06/19/2020	Printed	CHAMP VA	AMBULANCE OVERPAYMENT REIMB		90.50



# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75171	06/19/2020	Printed	COMCAST	INTERNET SERVICE -JUNE 2020		821.45
75172	06/19/2020	Printed	COMCAST	INTERNET SERVICE -JUNE 2020		678.93
75173	06/19/2020	Printed	CONSOLIDATED IRRIGATION DIST.	COOPERATIVE AGREEMENT DRAINAGE FEE 2019		69,450.00
75174	06/19/2020	Printed	COOK'S COMMUNICATION CORP	WIRELESS WIFI MODEM		3,469.31
75175	06/19/2020	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -MAY 2020		481.25
75176	06/19/2020	Printed	DEPARTMENT OF HEALTH CARE	AMBULANCE OVERPAYMENT REIMB		327.18
75177	06/19/2020	Printed	DEPARTMENT OF HEALTH CARE SERV	GEMT OVERPAYMENT REFUND		36,948.93
75178	06/19/2020	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -APR 20		315.00
75179	06/19/2020	Printed	DIAMONDBACK FIRE & RESCUE INC	FIRE FOAM		1,609.53
75180	06/19/2020	Printed	MARGARITA FLORES	AMBULANCE OVERPAYMENT REIMB		25.00
75181	06/19/2020	Printed	GAR BENNETT LLC	IRRIGATION SUPPLIES -LLMD2		75.42
75182	06/19/2020	Printed	GATEWAY ENGINEERING, INC.	STORM DRAIN IMPROVEMENT CONSTRUCTION DOCS	G	22,200.00
75183	06/19/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		345.39
75184	06/19/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		396.51
75185	06/19/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		358.17
75186	06/19/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 6/3/20		876.40
75187	06/19/2020	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICES		129.00
75188	06/19/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		491.81
75189	06/19/2020	Printed	LUCY HERRERA	T-BALL REIMBURSEMENT		50.00
75190	06/19/2020	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT 6/1-6/30/20		446.00
75191	06/19/2020	Printed	JOHNSON CONTROLS SECURITY	ALARM SERVICES 7/1-9/30/20		3,243.66
75192	06/19/2020	Printed	KRAZAN & ASSOCIATES, INC.	NEW POLICE STATION CONSTRUCTION TESTING & INSP -MAY 20	PDSA	1,199.00
75193	06/19/2020	Printed	LEXIPOL LLC	FIRE POLICY ONLINE MANUALS		8,169.00
75194	06/19/2020	Printed	LIEBERT, CASSIDY, WHITMORE	ADVICE LEGAL FEES -APRIL 2020		25,785.50
75195	06/19/2020	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		44.06
75196	06/19/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		342.55
75197	06/19/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		132.40
75198	06/19/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		360.30
75199	06/19/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		346.10
75200	06/19/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		143.05
75201	06/19/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		420.65
75202	06/19/2020	Printed	MCCAIN INC.	CONTROLLER FOR TRAFFIC LIGHT CABINET		2,290.99
75203	06/19/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		417.28
75204	06/19/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		233.15
75205	06/19/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		264.87
75206	06/19/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		264.87
75207	06/19/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		231.35
75208	06/19/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		228.65
75209	06/19/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		468.09
75210	06/19/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		232.46
75211	06/19/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		234.92
75212	06/19/2020	Printed	MEDLINE INDUSTRIES, INC.	TEMPORAL THERMOMETERS		128.00
75213	06/19/2020	Printed	METRO UNIFORM	CODE ENFORCEMENT REVOLVING	R	366.76
75214	06/19/2020	Printed	PABLO MOGUEL	CLEAN UP 13308 DOCKERY AVE	R	12,000.00
75215	06/19/2020	Printed	RAYMOND MONTOYA	PICNIC SHELTER REIMBURSEMENT		45.00
75216	06/19/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		324.85
75217	06/19/2020	Printed	KIZITO OKOROANYANWU	REIMBURSEMENT OF DMV MEDICAL FOR CLASS B		69.00
75218	06/19/2020	Printed	DAVID PEREZ	T-BALL REIMBURSEMENT		50.00
75219	06/19/2020	Printed	PG&E	UTILITIES -JUNE 2020		335.26
75220	06/19/2020	Printed	PG&E	UTILITIES -JUNE 2020		47.25
75221	06/19/2020	Printed	PG&E	UTILITIES -MAY 2020		21,015.38
75222	06/19/2020	Printed	PINNACLE TRAINING SYSTEMS	WORKSITE WELLNESS PROGRAM-FD		17,100.00
75223	06/19/2020	Printed	PITNEY BOWES INC.	POSTAGE MACHINE RENTAL -PD		195.26
75224	06/19/2020	Printed	PROFESSIONAL PRINT & MAIL, INC	SECURITY ENVELOPES		285.41
75225	06/19/2020	Printed	QUAD KNOPF, INC.	ON-CALL PLANNING SERVICES 4/19-5/16/20		13,676.10
75226	06/19/2020	Printed	DEBORAH RAMIREZ	T-BALL REIMBURSEMENT		100.00
75227	06/19/2020	Printed	LAIZA RAMOS	T-BALL REIMBURSEMENT		100.00

**CHECK REGISTER REPORT**

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75228	06/19/2020	Printed	REVENUE COST SPECIALISTS LLC.	PREPARE COST ALLOCATION PLAN AND USE FEE STUDY 1 OF 4 BILLINGS		8,000.00
75229	06/19/2020	Printed	SAN JOAQUIN VALLEY AIR	19/20 ANNUAL AIR TOXIC ASSESSMENT - CH & PD		1,002.00
75230	06/19/2020	Printed	MIGUEL SANCHEZ	PICNIC SHELTER REIMBURSEMENT		45.00
75231	06/19/2020	Printed	SELMA HEALTH CARE DISTRICT	REIMBURSEMENT OF SUMMER RECREATION SWIM 2020 DONATION		7,100.00
75232	06/19/2020	Printed	SELMA YOUTH BASKETBALL	REFUND FIREWORK DEPOSIT		100.00
75233	06/19/2020	Printed	SEQUOIA SAFETY COUNCIL, INC.	AMBULANCE ACCT# R69857A		200.00
75234	06/19/2020	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	IRRIGATION SUPPLIES		2,139.21
75235	06/19/2020	Printed	SOUTH COUNTY VETERINARY	DOG DISPOSAL		163.86
75236	06/19/2020	Printed	SPARKLETTS	WATER SERVICE		156.60
75237	06/19/2020	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE		172.61
75238	06/19/2020	Printed	STRYKER SALES CORPORATION	PEDIATRIC REUSABLE SENSORS -EMS SUPPLIES		277.53
75239	06/19/2020	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -JUNE 2020		2,159.52
75240	06/19/2020	Printed	SURVEILLANCE INTEGRATION INC.	DOWN PAYMENT OF NEW POLICE STATION VIDEO SECURITY SYSTEM & ACCESS CONTROL	PDSA	120,602.23
75241	06/19/2020	Printed	TARGET SOLUTIONS LLC	ONLINE TRAINING PROGRAM -FD		1,760.00
75242	06/19/2020	Printed	THE DIG SAFE BOARD PROGRAM	CA STATE FEE FOR REGULATORY COSTS		903.20
75243	06/19/2020	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -JUNE 2020		3,500.00
75244	06/19/2020	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING		562.50
75245	06/19/2020	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE		20.00
75246	06/19/2020	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 5/1-5/31/20	PDSA	28,313.75
75247	06/19/2020	Printed	MALORIE VASQUEZ	T-BALL REIMBURSEMENT		50.00
<b>TOTAL</b>						<b>1,796,491.43</b>

Grant: G PD State Appropriation: PDSA (457)

Reimbursement: R



# US BANK INVOICE FOR CALCARD CHARGES: 4/23/20-5/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	4/22/2020	BAD BUDS, FRESNO CA	FUEL-ACT	269-2100-600.257.000	49.65
CALEB GARCIA	4/28/2020	CHEVRON, FOWLER CA	FUEL-ACT	269-2100-600.257.000	53.84
CALEB GARCIA	5/5/2020	VILLA MART, CLOVIS CA	FUEL-ACT	269-2100-600.257.000	41.53
CALEB GARCIA	5/11/2020	CHEVRON, SELMA CA	FUEL-ACT	269-2100-600.257.000	62.30
CALEB GARCIA	5/19/2020	CHEVRON, PINEDALE CA	FUEL-ACT	269-2100-600.257.000	52.41
CASSY FAIN	4/27/2020	CPOA	ADMIN COVERAGE	100-2100-610.900.000	71.67
CITY OF SELMA FIRE QRT MST	4/22/2020	THE FIRESTORE	FLASHLIGHTS/RATCHET PAD	295-2500-600.250.000	570.29
CITY OF SELMA FIRE QRT MST	4/28/2020	THE FIRESTORE	WILDLAND GLOVES	295-2500-600.250.000	80.89
CITY OF SELMA STATION 1	5/3/2020	HOME DEPOT	UMBRA SLIM SILVER 2 GAL	100-2500-600.250.000	5.39
CITY OF SELMA STATION 1	5/5/2020	WALMART	GATORADE/WATER	100-2500-600.250.000	81.23
CITY OF SELMA STATION 2	4/23/2020	NELSON'S HARDWARE	CARPET CLEANER DETERGENT	100-2525-600.250.000	23.42
CITY OF SELMA STATION 2	5/6/2020	NELSON'S HARDWARE	KEYS	100-2525-600.250.000	18.39
CITY OF SELMA STATION 2	5/11/2020	WALMART	DRINKS & ICE CHEST FOR OES 391	100-2525-600.250.000	46.24
CITY OF SELMA STATION 2	5/15/2020	HOME DEPOT	EMS OUT OF COUNTY MED BAG STORAGE	100-2525-600.250.000	32.44
CITY OF SELMA STATION 2	5/18/2020	WALMART	RECEIVER FOR OES 391	100-2525-600.250.000	43.24
CITY OF SELMA STATION 2	5/18/2020	HOME DEPOT	BUG SPRAY FOR STATION 2	100-2525-600.250.000	37.48
CITY OF SELMA STATION 2	5/18/2020	ACE HARDWARE	BRACKET FOR OES 391	100-2525-600.250.000	19.51
CITY OF SELMA TRAINING DIV	4/22/2020	IAAI	ARSON MEMBERSHIP	100-2550-610.900.000	100.00
CITY OF SELMA TRAINING DIV	4/27/2020	TRAVELODGE	ARSON MEETING	100-2550-610.915.000	(388.49)
CITY OF SELMA TRAINING DIV	4/30/2020	BLUEBELLY	MEDIC ENGINE SIGNS	100-2525-600.250.000	45.00
DAVID LEWIS	5/11/2020	AMAZON.COM	AC CHARGER FOR LAPTOP -T. TOSTA	100-1600-600.100.000	32.43
FABIAN URESTI	4/28/2020	HOME DEPOT	EMS SUPPLIES FOR STA 1 AND EM ROOM	600-2600-600.250.000	136.57
FABIAN URESTI	5/8/2020	HARBOR FREIGHT TOOLS	SPRAYER FOR STA 1 -COVID	100-2525-600.250.000	17.27
FABIAN URESTI	5/19/2020	AMAZON	CHARGER AND BATTERY FOR TABLET -EMS	600-2600-600.250.000	194.15
FINANCE DEPT	5/1/2020	MICROSOFT	WINDOWS 10 PRO	704-9600-600.470.000	99.00
FINANCE DEPT	5/1/2020	MICROSOFT	WINDOWS 10 PRO	704-9600-600.470.000	69.99
FINANCE DEPT	5/1/2020	MICROSOFT	WINDOWS 10 PRO	704-9600-600.470.000	69.99
FINANCE DEPT	5/1/2020	MICROSOFT	WINDOWS 10 PRO	704-9600-600.470.000	99.00
FINANCE DEPT	5/2/2020	MICROSOFT	WINDOWS 10 PRO	704-9600-600.470.000	99.00
FINANCE DEPT	5/11/2020	MICROSOFT	WINDOWS 10 PRO	704-9600-600.470.000	69.99
FINANCE DEPT	5/17/2020	COSTCO	MICROSOFT SURFACE PRO 7 BUNDLE LAPTOP	100-5300-600.250.000	867.79
FINANCE DEPT	5/17/2020	COSTCO	MICROSOFT SURFACE PRO 7 BUNDLE LAPTOP	210-5400-600.250.000	867.80
GEORGE SIPIN	4/22/2020	O'REILLY AUTO PARTS	OIL FILTERS - CREDIT	603-5500-600.256.000	(137.94)
GEORGE SIPIN	4/22/2020	SAFETY KLEEN SYSTEMS	OIL REFILL	603-5500-600.400.000	686.62
GEORGE SIPIN	4/22/2020	O'REILLY AUTO PARTS	REFRIGERANT/OIL/FILTER DRIER	603-5500-600.256.000	319.23
GEORGE SIPIN	4/22/2020	CREATIVE BUS SALES	MIRROR ARM-RT #194	603-5500-600.256.000	333.34
GEORGE SIPIN	4/23/2020	LES SCHWAB	PURCHASE 4 TIRES	603-5500-600.256.000	2,501.08
GEORGE SIPIN	4/23/2020	JORGENSEN COMPANY	DUST MASKS	603-5500-600.250.000	366.95
GEORGE SIPIN	4/24/2020	CREATIVE BUS SALES	MIRROR BRACKET - STOCK	603-5500-600.256.000	814.34
GEORGE SIPIN	4/24/2020	FLEET PRIDE	FILTER REPLACEMENTS - STOCK	603-5500-600.256.000	993.98
GEORGE SIPIN	4/27/2020	WALMART	MOPHEAD,PAPERTOWELS, WATER HOSE	603-5500-600.250.000	46.34
GEORGE SIPIN	4/27/2020	O'REILLY AUTO PARTS	ACCUMULATORS/ORIFICE TUBES-STOCK	603-5500-600.256.000	156.33
GEORGE SIPIN	4/27/2020	FRONTIER FASTENER	BOLTS - STOCK	603-5500-600.256.000	58.31
GEORGE SIPIN	4/27/2020	WALMART	DRINKING WATER	603-5500-600.250.000	3.76
GEORGE SIPIN	4/27/2020	NELSON'S ACE HARDWARE	TOILET PAPER/MOP HANDLE/WATER	603-5500-600.250.000	25.54



# US BANK INVOICE FOR CALCARD CHARGES: 4/23/20-5/22/20

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	4/28/2020	TRUCKPRO LLC	TOGGLE SWITCHES - STOCK	603-5500-600.256.000	323.39
GEORGE SIPIN	4/28/2020	TRUCKPRO LLC	TENSIONERS - STOCK	603-5500-600.256.000	1,194.13
GEORGE SIPIN	4/29/2020	O'REILLY AUTO PARTS	RELAYS, WIPER FLUID/GREASE - STOCK	603-5500-600.250.000	1,004.36
GEORGE SIPIN	4/29/2020	WALMART	WATER HOSES FOR COOLER/WATER	603-5500-600.250.000	56.63
GEORGE SIPIN	4/29/2020	NAPA AUTO PARTS	COUPLINGS - STOCK	603-5500-600.256.000	60.66
GEORGE SIPIN	4/29/2020	MICHAEL AUTOMOTIVE CENTER	HOSE - STOCK	603-5500-600.256.000	55.33
GEORGE SIPIN	4/29/2020	MICHAEL AUTOMOTIVE CENTER	ACTUATOR - STOCK	603-5500-600.256.000	87.42
GEORGE SIPIN	5/1/2020	MICHAEL AUTOMOTIVE CENTER	ACTUATORS - STOCK	603-5500-600.256.000	87.42
GEORGE SIPIN	5/1/2020	NELSON'S ACE HARDWARE	COVER PLATE FOR TOGGLE SWITCH-STK	603-5500-600.256.000	30.71
GEORGE SIPIN	5/1/2020	O'REILLY AUTO PARTS	CREDIT - WD-40	603-5500-600.250.000	(104.01)
GEORGE SIPIN	5/2/2020	O'REILLY AUTO PARTS	FLOOR DRY - STOCK	603-5500-600.250.000	46.05
GEORGE SIPIN	5/4/2020	CREATIVE BUS SALES	LED-STEP LIGHT	603-5500-600.256.000	470.52
GEORGE SIPIN	5/4/2020	CAL DISTRIBUTING	REBUILD ALTERNATORS (4)	603-5500-600.400.000	1,420.95
GEORGE SIPIN	5/5/2020	O'REILLY AUTO PARTS	GLOVES/WD-40 - STOCK	603-5500-600.250.000	105.08
GEORGE SIPIN	5/5/2020	NAPA AUTO PARTS	NITRILE GLOVES	603-5500-600.250.000	107.86
GEORGE SIPIN	5/5/2020	SNAP ON	LATEX GLOVES	603-5500-600.250.000	75.50
GEORGE SIPIN	5/5/2020	MICHAEL AUTOMOTIVE CENTER	BOOSTER - RT #128	603-5500-600.256.000	663.82
GEORGE SIPIN	5/6/2020	WALMART	OFFICE SUPPLIES	603-5500-600.250.000	107.89
GEORGE SIPIN	5/6/2020	A-1 AUTO ELECTRIC	REGULATORS - STOCK	603-5500-600.256.000	1,677.87
GEORGE SIPIN	5/6/2020	O'REILLY AUTO PARTS	BATTERIES FOR SHOP EQUIPMENT	603-5500-600.250.000	62.85
GEORGE SIPIN	5/6/2020	AMAZON	WATER COOLER DISPENSER	603-5500-600.250.000	303.72
GEORGE SIPIN	5/6/2020	NELSON'S ACE HARDWARE	HARDWARE - STOCK	603-5500-600.250.000	8.20
GEORGE SIPIN	5/6/2020	NAPA AUTO PARTS	GOJO HAND CLEANER	603-5500-600.250.000	31.44
GEORGE SIPIN	5/6/2020	MICHAEL AUTOMOTIVE CENTER	ACTUATOR - STOCK	603-5500-600.256.000	87.42
GEORGE SIPIN	5/7/2020	SAFETY KLEEN SYSTEMS	RECYCLE USED OIL	603-5500-600.400.000	152.00
GEORGE SIPIN	5/7/2020	LES SCHWAB	RESTOCK TIRES	603-5500-600.256.000	643.25
GEORGE SIPIN	5/7/2020	JORGENSEN COMPANY	FIRE EXT ANNUAL MAINTENANCE	603-5500-600.400.000	303.24
GEORGE SIPIN	5/7/2020	NAPA AUTO PARTS	FITTINGS - STOCK	603-5500-600.250.000	84.61
GEORGE SIPIN	5/7/2020	NAPA AUTO PARTS	NITRILE GLOVES	603-5500-600.250.000	59.61
GEORGE SIPIN	5/8/2020	O'REILLY AUTO PARTS	DEF - STOCK	603-5500-600.250.000	(238.43)
GEORGE SIPIN	5/8/2020	OFFICE DEPOT	OFFICE SUPPLIES	603-5500-600.250.000	252.05
GEORGE SIPIN	5/8/2020	OFFICE DEPOT	RESTROOM SUPPLIES - TP	603-5500-600.250.000	15.13
GEORGE SIPIN	5/8/2020	OFFICE DEPOT	RESTROOM SUPPLIES - TP	603-5500-600.250.000	15.09
GEORGE SIPIN	5/8/2020	SAFETY KLEEN SYSTEMS	RECYCLE CRUSHED OIL FILTERS	603-5500-600.400.000	111.30
GEORGE SIPIN	5/8/2020	NAPA AUTO PARTS	BRAKES/DISC PADS -STOCK	603-5500-600.256.000	787.81
GEORGE SIPIN	5/8/2020	O'REILLY AUTO PARTS	DEF - STOCK	603-5500-600.250.000	238.43
GEORGE SIPIN	5/8/2020	LES SCHWAB	RESTOCK TIRES	603-5500-600.256.000	428.84
GEORGE SIPIN	5/8/2020	TRUCKPRO LLC	LICENSE PLATE LIGHT/CONNECTORS-STK	603-5500-600.256.000	61.49
GEORGE SIPIN	5/8/2020	MICHAEL AUTOMOTIVE CENTER	ACTUATORS - STOCK	603-5500-600.256.000	87.42
GEORGE SIPIN	5/11/2020	A-1 AUTO ELECTRIC	LOCK OFF VALVE - STOCK	603-5500-600.256.000	204.07
GEORGE SIPIN	5/11/2020	SAFETY KLEEN SYSTEMS	RECYCLE CRUSHED OIL FILTERS	603-5500-600.400.000	433.59
GEORGE SIPIN	5/11/2020	O'REILLY AUTO PARTS	RESISTOR - STOCK	603-5500-600.256.000	135.59
GEORGE SIPIN	5/11/2020	FRONTIER FASTENER	FUSES/NUTS/BOLTS-STOCK	603-5500-600.250.000	72.54
GEORGE SIPIN	5/11/2020	LES SCHWAB	RESTOCK TIRES	603-5500-600.256.000	608.46
GEORGE SIPIN	5/11/2020	NELSON'S ACE HARDWARE	TEE FOR WATER DISPENSER	603-5500-600.250.000	6.43



# US BANK INVOICE FOR CALCARD CHARGES: 4/23/20-5/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	5/11/2020	NVB EQUIPMENT	PAN CAKE FANS - STOCK	603-5500-600.256.000	1,277.02
GEORGE SIPIN	5/11/2020	MICHAEL AUTOMOTIVE CENTER	CONNECTORS - STOCK	603-5500-600.256.000	113.31
GEORGE SIPIN	5/12/2020	O'REILLY AUTO PARTS	OIL FILTERS/ANTI-FREEZE	603-5500-600.250.000	208.79
GEORGE SIPIN	5/12/2020	DOUGLAS AUTOMATICS INC	CHANGED GATE CODES TO PW YARD	603-5500-600.400.000	110.00
GEORGE SIPIN	5/12/2020	NAPA AUTO PARTS	DISC PADS/BRAKES	603-5500-600.256.000	347.86
GEORGE SIPIN	5/12/2020	HOME DEPOT	PURCHASE 2 WEED EATERS	603-5500-600.305.000	518.44
GEORGE SIPIN	5/12/2020	MICHAEL AUTOMOTIVE CENTER	SUNSHADES	603-5500-600.250.000	255.02
GEORGE SIPIN	5/13/2020	O'REILLY AUTO PARTS	RADIATOR - CREDIT	603-5500-600.256.000	(11.76)
GEORGE SIPIN	5/13/2020	O'REILLY AUTO PARTS	FILTERS/PWR STR FLUID/GLOVE	603-5500-600-250.000	417.28
GEORGE SIPIN	5/13/2020	O'REILLY AUTO PARTS	RADIATOR/COOLANT HOSE - STOCK	603-5500-600.256.000	300.83
GEORGE SIPIN	5/13/2020	LES SCHWAB	CREDIT	603-5500-600.256.000	(608.46)
GEORGE SIPIN	5/13/2020	HOME DEPOT	CREDIT FOR WEED EATER	603-5500-600.305.000	(259.23)
GEORGE SIPIN	5/13/2020	NAPA AUTO PARTS	RADIATOR/HOSE - RT #166	603-5500-600.256.000	315.15
GEORGE SIPIN	5/13/2020	HOME DEPOT	BLADES FOR WEED EATER	603-5500-600.250.000	28.14
GEORGE SIPIN	5/14/2020	O'REILLY AUTO PARTS	BATTERIES - STOCK	603-5500-600-256.000	444.00
GEORGE SIPIN	5/14/2020	ALL STAR GLASS	REPLACE WINDSHIELD - RT#126	603-5500-600.400.000	269.73
GEORGE SIPIN	5/14/2020	MICHAEL AUTOMOTIVE CENTER	CONNECTORS - STOCK	603-5500-600.256.000	113.31
GEORGE SIPIN	5/15/2020	ALL AMERICAN GLASS	REPAIR WINDSHIELD - RT #192	603-5500-600.400.000	85.00
GEORGE SIPIN	5/15/2020	FRONTIER FASTENER	NUTS/BOLTS/SCREWS - STOCK	603-5500-600.250.000	84.99
GEORGE SIPIN	5/15/2020	WALMART	PAPER TOWELS/USB EXTENSION	603-5500-600.250.000	32.41
GEORGE SIPIN	5/15/2020	ROMITA AUTO SERVICE	REPLACE ELEC BRAKE CONTROL-RT#178	603-5500-600.400.000	1,181.70
GEORGE SIPIN	5/18/2020	MICHAEL AUTOMOTIVE CENTER	SMOG - RT #145	603-5500-600.400.000	58.20
GEORGE SIPIN	5/18/2020	JORGENSEN COMPANY	ANNUAL FIRE EXT MAINT	603-5500-600.400.000	443.60
GEORGE SIPIN	5/19/2020	WALMART	SOAP/TRASH BAGS	603-5500-600.250.000	58.73
GEORGE SIPIN	5/19/2020	NAPA AUTO PARTS	HAZARD WARNING SWITCH/FILTERS	603-5500-600.250.000	297.20
GEORGE SIPIN	5/19/2020	HOME DEPOT	WIPES/SPRAY BOTTLES/DISINFECTANT	603-5500-600.250.000	48.52
GEORGE SIPIN	5/20/2020	O'REILLY AUTO PARTS	COOLANT/AIR FILTERS, GLOVES	603-5500-600.250.000	291.80
GEORGE SIPIN	5/20/2020	NELSON'S ACE HARDWARE	BLANK MOUNTS FOR DOOR SWITCH-STK	603-5500-600.250.000	26.25
GEORGE SIPIN	5/20/2020	NAPA AUTO PARTS	IDLER PULLEY/AUTO TENS-STOCK	603-5500-600.256.000	403.83
GEORGE SIPIN	5/20/2020	TRUCKPRO LLC	TOGGLE SWITCHES - STOCK	603-5500-600.256.000	239.54
GEORGE SIPIN	5/21/2020	ALERT-O-LITE	TAPE - NON STICK/REFLECTIVE - STOCK	603-5500-600.250.000	489.48
GEORGE SIPIN	5/21/2020	QUALITY ALIGNMENT	FRONT END ALIGNMENT - RT #170	603-5500-600.400.000	85.00
KELLI TELLEZ	4/23/2020	FAMILY DOLLAR	CLOROX WIPES -COVID	100-2500-600.250.000	27.12
KELLI TELLEZ	4/29/2020	HAIX	BOOTS -RIEDEL	100-2525-600.476.000	200.00
KELLI TELLEZ	4/29/2020	HAIX	BOOTS -REVOLVING ACCT RIEDEL	100-0000-123.010.000	87.10
KELLI TELLEZ	4/29/2020	OFFICE DEPOT	PAPER	100-2500-600.250.000	75.91
KELLI TELLEZ	5/1/2020	AMAZON	INK	100-2550-600.250.000	43.38
KELLI TELLEZ	5/10/2020	AMAZON	DETERGENT -CREDIT	100-2525-600.250.000	(21.47)
MIKAL KIRCHNER	4/29/2020	UNITED MARKET	SENIOR LUNCHES BOTTLED WATER	100-4500-600.400.000	11.98
MIKAL KIRCHNER	5/1/2020	FRESNO ECONOMIC OPPORT.	SENIOR CENTER FEBRUARY MEALS	100-4500-600.400.000	1,895.23
MIKAL KIRCHNER	5/5/2020	FRESNO ECONOMIC OPPORT.	SENIOR CENTER APRIL MEALS	100-4500-600.400.000	1,195.11
MIKAL KIRCHNER	5/12/2020	NELSON'S HARDWARE	SR. CENTER KITCHEN PAINTING	100-4200-600.250.000	30.03
MIKAL KIRCHNER	5/15/2020	NELSON'S HARDWARE	SR. CENTER WALL REPAIR DAMAGE-CHAIR	100-4200-600.250.000	9.75
MIKAL KIRCHNER	5/16/2020	NELSON'S HARDWARE	SR. CENTER KITCHEN CABINET SCREWS	100-4200-600.250.000	0.71
NESTOR GALVAN	4/22/2020	CAMACHO TIRES	REPLACE TIRE - UNIT #181	701-9200-600-255.000	240.00



# US BANK INVOICE FOR CALCARD CHARGES: 4/23/20-5/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	4/22/2020	NELSON'S POWER CENTER	AUTOCUT FOR MOWERS	701-9200-900.250.000	129.03
NESTOR GALVAN	4/26/2020	NAPA AUTO PARTS	MARCH TRACS BILLINGS	701-9200-600.400.000	169.00
NESTOR GALVAN	4/30/2020	THE MOWERS EDGE INC	2 CYCLE FUEL MIX - STOCK	701-9200-600.254.000	984.21
NESTOR GALVAN	4/30/2020	O'REILLY AUTO PARTS	DEF - STOCK	701-9200-600.254.000	119.21
NESTOR GALVAN	4/30/2020	O'REILLY AUTO PARTS	TRI-PWR BELT - UNIT #4408	701-9200-600.256.000	8.99
NESTOR GALVAN	4/30/2020	O'REILLY AUTO PARTS	SPARK PLUG -UNIT #723	701-9200-600.256.000	78.02
NESTOR GALVAN	4/30/2020	CAMACHO TIRES	INSTALLED SWING UP TRAILER JACK-UNIT #2115	701-9200-600.400.000	120.00
NESTOR GALVAN	5/1/2020	DANKO EMERGENCY EQUIPMENT	D-RING/GASKET - UNIT #8511	701-9200-600.256.000	478.20
NESTOR GALVAN	5/1/2020	SAFETY-KLEEN SYSTEMS	RECYCLE USED OIL	701-9200-600.400.000	16.27
NESTOR GALVAN	5/1/2020	O'REILLY AUTO PARTS	PWR RTD BELT - UNIT #	701-9200-600.256.000	11.85
NESTOR GALVAN	5/1/2020	TNT TOWING LLC	TOW UNIT #8510 FROM SHOP TO CUMMINS	701-9200-900.458.000	300.00
NESTOR GALVAN	5/1/2020	COOK'S COMMUNICATIONS	LED SIGNAL CONTROLLER/INSTALL LIGHT BAR UNIT #131	701-9200-600.256.000	833.89
NESTOR GALVAN	5/4/2020	TIFCO INDUSTRIES	GLOVES, INDUSTRIAL CHEMICAL-STOCK	701-9200-600.250.000	227.67
NESTOR GALVAN	5/4/2020	QUINN CO	REPLACED CONTROLLER BOARD ON CITY HALL GENERATI	701-9200-600.256.000	4,342.74
NESTOR GALVAN	5/4/2020	ULINE	2" VINYL NUMBERS KIT FOR EQUIPMENT	701-9200-600.250.000	92.89
NESTOR GALVAN	5/4/2020	NAPA AUTO PARTS	HARDWARE KIT/BLADES FOR XMARKS	701-9200-600.250.000	433.68
NESTOR GALVAN	5/4/2020	QUINN CO	GLASS W/PROTECTOR CH GENERATOR-UNIT #3408	701-9200-600.256.000	416.64
NESTOR GALVAN	5/5/2020	O'REILLY AUTO PARTS	CREDIT FOR TRI-PWR BELT -UNIT #4408	701-9200-600.256.000	(8.99)
NESTOR GALVAN	5/5/2020	QUINN CO	SERVICE UNIT #8653-LADDER TRUCK	701-9200-600.457.000	1,013.81
NESTOR GALVAN	5/6/2020	O'REILLY AUTO PARTS	BATTERY - UNIT #725	701-9200-600.256.000	159.81
NESTOR GALVAN	5/6/2020	CAMACHO TIRES	REPAIR FLAT TIRE - UNIT #193	701-9200-600.255.000	20.00
NESTOR GALVAN	5/6/2020	CAMACHO TIRES	NEW TIRE - UNIT #10085	701-9200-600.255.000	310.00
NESTOR GALVAN	5/7/2020	O'REILLY AUTO PARTS	BOOT KIT/SPARK PLUG-CREDIT #723	701-9200-600.256.000	(115.20)
NESTOR GALVAN	5/7/2020	O'REILLY AUTO PARTS	BOOT KIT - UNIT #723	701-9200-600.256.000	40.43
NESTOR GALVAN	5/7/2020	O'REILLY AUTO PARTS	SPARK PLUGS -UNIT #723	701-9200-600.256.000	105.78
NESTOR GALVAN	5/7/2020	O'REILLY AUTO PARTS	BOOT KIT - UNIT #723	701-9200-600.256.000	37.19
NESTOR GALVAN	5/7/2020	BATTERY SYSTEMS INC	BATTERY FOR RADAR TRAILER-UNIT #2115	701-9200-600.256.000	331.45
NESTOR GALVAN	5/7/2020	BATTERY SYSTEMS INC	VEHICLE BATTERIES -STOCK	701-9200-600.256.000	791.70
NESTOR GALVAN	5/8/2020	O'REILLY AUTO PARTS	DEF - STOCK	701-9200-600.255.000	238.43
NESTOR GALVAN	5/8/2020	QUINN CO	LAMPS FOR LOADER - UNIT #1606	701-9200-600.256.000	130.36
NESTOR GALVAN	5/11/2020	O'REILLY AUTO PARTS	ADAPTER KIT - UNIT #1605	701-9200-600.256.000	14.09
NESTOR GALVAN	5/11/2020	CAMACHO TIRES	NEW TIRE - UNIT #1315	701-9200-600.255.000	540.00
NESTOR GALVAN	5/11/2020	CAMACHO TIRES	2 NEW TIRES - UNIT #110	701-9200-600.255.000	490.00
NESTOR GALVAN	5/11/2020	SWANSON FAHRNEY FORD	OIL CHANGE - UNIT #193	701-9200-600.457.000	59.70
NESTOR GALVAN	5/12/2020	STEAM CLEANERS INC	PURCHASE PRESSURE WASHER FOR CITY YARD -UNIT #24	701-9200-700.200.000	8,406.81
NESTOR GALVAN	5/12/2020	STEAM CLEANERS INC	HOSE REEL FOR PRESSURE WASHER - UNIT #4202	701-9200-600.256.000	406.78
NESTOR GALVAN	5/12/2020	TIFCO INDUSTRIES	SPILL CONTROL PALLET/RAMP	702-9200-600.250.000	878.54
NESTOR GALVAN	5/12/2020	A-OKAY AUTO BODY SHOP	INSTALL PINS IN DRIVER SIDE DOOR-UNIT #721	701-9200-600.400.000	137.97
NESTOR GALVAN	5/12/2020	NAPA AUTO PARTS	WINDSHIELD WASH - STOCK	701-9200-600.250.000	58.38
NESTOR GALVAN	5/12/2020	NAPA AUTO PARTS	ANTIFREEZE-UNIT #1606	701-9200-600.256.000	95.94
NESTOR GALVAN	5/12/2020	NAPA AUTO PARTS	BLADES FOR XMARKS - STOCK	701-9200-600.250.000	234.18
NESTOR GALVAN	5/13/2020	O'REILLY AUTO PARTS	LATEX GLOVES - STOCK	701-9200-600.250.000	43.37
NESTOR GALVAN	5/13/2020	O'REILLY AUTO PARTS	F/P ASSEMBLY-UNIT #725	701-9200-600.256.000	115.56
NESTOR GALVAN	5/13/2020	O'REILLY AUTO PARTS	REFRIGERANT - STOCK	701-9200-600.250.000	214.78
NESTOR GALVAN	5/13/2020	ISAAC'S AUTOMOTIVE REPAIR	REPLACE A/C COMPRESSOR - UNIT 3716	701-9200-600.457.000	701.35



# US BANK INVOICE FOR CALCARD CHARGES: 4/23/20-5/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	5/13/2020	NAPA AUTO PARTS	HARDWARE KITS FOR XMARKS	701-9200-600.250.000	199.51
NESTOR GALVAN	5/13/2020	SWANSON FAHRNEY FORD	REPAIRED AC - UNIT #180	701-9200-600.457.000	659.46
NESTOR GALVAN	5/14/2020	CENTRAL VALLEY AIRLESS INC	MESH FLUID FILTERS - UNIT #806	701-9200-600.256.000	140.37
NESTOR GALVAN	5/14/2020	NELSON'S POWER CENTER	CARBURETOR - UNIT #4308	701-9200-600.256.000	83.90
NESTOR GALVAN	5/14/2020	NELSON'S POWER CENTER	CLUTCH/CARBURETOR - UNIT #4011	701-9200-600.256.000	209.40
NESTOR GALVAN	5/14/2020	NELSON'S ACE HARDWARE	CUT KEYS	701-9200-600.250.000	6.49
NESTOR GALVAN	5/15/2020	CUMMINS SALES & SERVICE	LABOR FOR DIAGNOSTIC - UNIT #8512	701-9200-600.457.000	131.22
NESTOR GALVAN	5/15/2020	QUINN CO	TA1 INSPECTION - UNIT #1516 TRACTOR	701-9200-600.400.000	2,824.16
NESTOR GALVAN	5/18/2020	NAPA AUTO PARTS	BLADES FOR XMARKS - STOCK	701-9200-600.250.000	234.18
NESTOR GALVAN	5/18/2020	CAMACHO TIRES	REPAIR FLAT/REPAIR WHEEL-UNIT #3206	701-9200-600.255.000	20.00
NESTOR GALVAN	5/19/2020	TIFCO INDUSTRIES	WASHERS/CLAMPS - STOCK	701-9200-600.250.000	215.75
NESTOR GALVAN	5/19/2020	FAST UNDERCAR	TCTL POLICE PAD	701-9200-600.256.000	78.91
NESTOR GALVAN	5/20/2020	NELSON'S POWER CENTER	EDGE GUARDS - UNIT #3307	701-9200-600.256.000	1,151.52
NESTOR GALVAN	5/20/2020	NELSON'S POWER CENTER	WOODCUTTER BARS/CHAIN LOOPS	701-9200-600.256.000	256.22
NESTOR GALVAN	5/21/2020	NELSON'S POWER CENTER	FAN HOUSING - UNIT #4227	701-9200-600.256.000	67.30
NICOLETTE ANDERSEN	4/22/2020	SIGN UP GENIUS	AUDITION SIGNUPS- HAIR	605-4300-656.540.038	24.99
NICOLETTE ANDERSEN	5/9/2020	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	14.09
POLICE DEPT NO 1	4/23/2020	ARROWHEAD FORENSICS	PATROL SUPPLIES FARADAY STORAGE KITS	100-2200-600.250.000	240.15
POLICE DEPT NO 1	4/27/2020	ARROWHEAD FORENSICS	PATROL SUPPLIES -COVID	100-2200-600.250.000	664.00
POLICE DEPT NO 1	4/27/2020	AUTOZONE	PATROL VEHICLE SUPPLIES PER LT REID	100-2200-600.250.000	40.95
POLICE DEPT NO 1	4/27/2020	DASH MEDICAL SUPPLIES	GLOVES FOR PATROL	100-2200-600.250.000	311.98
POLICE DEPT NO 1	4/30/2020	OFFICE DEPOT	PROPERTY EXPENSES	100-2100-600.250.000	9.23
POLICE DEPT NO 1	5/4/2020	LYNN PEAVEY	GLOVES FOR PATROL	100-2200-600.250.000	12.96
POLICE DEPT NO 1	5/4/2020	LYNN PEAVEY	GLOVES FOR PATROL	100-2200-600.250.000	294.26
POLICE DEPT NO 1	5/5/2020	AMAZON	SD CARDS FOR DETECTIVES	100-2200-600.250.000	77.44
POLICE DEPT NO 1	5/8/2020	OFFICE DEPOT	FLASH DRIVES FOR PATROL	100-2200-600.250.000	254.23
POLICE DEPT NO 1	5/8/2020	AMAZON	PROPERTY SUPPLY TOOLS	100-2100-600.250.000	39.62
POLICE DEPT NO 1	5/11/2020	AMAZON	FLASH DRIVES FOR PATROL	100-2200-600.250.000	72.88
POLICE DEPT NO 1	5/11/2020	AMAZON	PROPERTY SUPPLIES	100-2100-600.250.000	30.33
POLICE DEPT NO 1	5/11/2020	OFFICE DEPOT	HAND SOAP -COVID	100-2100-600.250.000	25.85
POLICE DEPT NO 1	5/12/2020	CLEAR GEAR	DISINFECTANT SPRAY FOR PATROL -COVID	100-2200-600.250.000	235.00
POLICE DEPT NO 1	5/14/2020	OFFICE DEPOT	DEPARTMENT SUPPLIES	100-2100-600.250.000	70.82
POLICE DEPT NO 1	5/18/2020	BLADE TECH	TAZER HOLSTERS FOR PATROL	100-2200-600.250.000	130.14
POLICE DEPT NO 1	5/19/2020	OFFICE DEPOT	PROPERTY SUPPLIES	100-2100-600.250.000	26.98
POLICE DEPT NO 1	5/20/2020	US POST OFFICE	EVIDENCE SENT TO OTHER AGENCY PER DETECTIVE	100-2200-600.250.000	11.40
POLICE DEPT NO 1	5/21/2020	AMAZON	MICRO SD CARDS FOR DETECTIVES	100-2200-600.250.000	55.42
POLICE DEPT NO 2	4/20/2020	NELSON'S HARDWARE	DISINFECTING SPRAYER/AIR CHUCK PARTS	100-2100-600.250.000	62.63
POLICE DEPT NO 2	4/24/2020	NELSON'S HARDWARE	AIR CHUCK	100-2100-600.250.000	6.06
POLICE DEPT NO 2	4/29/2020	PET SUPPLIES	K9 FOOD	100-2200-600.250.000	102.53
POLICE DEPT NO 2	5/7/2020	PET SMART	K9 FOOD	100-2200-600.250.000	127.39
POLICE DEPT NO 2	5/8/2020	PET SMART.COM	K9 FOOD	100-2200-600.250.000	52.31
POLICE DEPT NO 2	5/14/2020	WALGREENS	THERMOMETER FOR PD -COVID	100-2200-600.250.000	26.02
RECREATION DEPT	4/22/2020	WALMART	CHIPS FOR SENIOR MEALS	805-0000-226.200.000	41.88
RECREATION DEPT	4/28/2020	SMART & FINAL	BAGS, CHIPS & FOIL FOR SR MEALS	805-0000-226.200.000	108.80
RECREATION DEPT	4/30/2020	FACEBOOK	RAVE AD PROMOTED	100-1700-600.470.000	10.00

# US BANK INVOICE FOR CALCARD CHARGES: 4/23/20-5/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RECREATION DEPT	5/5/2020	WALMART	CHIPS FOR SENIOR MEALS	805-0000-226.200.000	99.80
RECREATION DEPT	5/5/2020	UNITED MARKET	WATERS FOR SENIOR MEALS	805-0000-226.200.000	27.97
RECREATION DEPT	5/11/2020	CALIFORNIA PARKS & REC	MEMBERSHIP RENEWAL - LISBETH MARTINEZ	100-4700-610.920.000	165.00
RECREATION DEPT	5/13/2020	ACE HARDWARE	PAINT & SUPPLIES FOR SR CENTER	805-0000-226.200.000	115.01
RENE GARZA	4/24/2020	AUTOZONE	RED TAPE AND BATTERIES -COVID	100-2200-600.250.000	22.75
REYNA RIVERA	4/27/2020	ZOOM	MONTHLY STANDARD SUBSCRIPTION COVID 19	100-1700-600.470.000	14.99
REYNA RIVERA	5/13/2020	PAYPAL CA CM	ANNUAL DUES - CA CM ASSOCIATION	100-1300-600.910.000	400.00
REYNA RIVERA	5/18/2020	ZOOM	MONTHLY WEBINAR SUBSCRIPTION COVID 19	100-1700-600.470.000	40.00
REYNA RIVERA	5/20/2020	WALMART, SELMA	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	93.82
ROBERT PETERSEN	5/7/2020	FIREHOSE DIRECT	GATED WYE X2	100-2525-600.250.000	323.95
ROBERT PETERSEN	5/19/2020	NORTH AMERICAN RESCUE	BALLISTIC GEAR	600-2600-600.250.000	3,228.55
SHANE FERRELL	4/22/2020	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS - PARKS	100-5300-600.250.000	147.51
SHANE FERRELL	4/22/2020	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS - LLMD'S	220-5300-600.250.000	73.75
SHANE FERRELL	4/22/2020	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS - STREETS	210-5400-600.250.000	73.75
SHANE FERRELL	5/14/2020	MIRROR FINISH POLISHES	VEHICLE DETAILING SUPPLIES	701-9200-600.250.000	108.47
SHANE FERRELL	5/14/2020	NELSON'S ACE HARDWARE	SUPPLIES FOR BUILDING REPAIRS	702-9300-600.370.000	194.64
SHANE FERRELL	5/14/2020	NELSON'S ACE HARDWARE	MORTAR/CLAMPS/DUCT TAPE-STREETS	210-5400-600.250.000	37.91
SHANE FERRELL	5/14/2020	NELSON'S ACE HARDWARE	FUSE - PARKS	100-5300-600.250.000	17.18
SHANE FERRELL	5/15/2020	TNT FAST LUBE	OIL CHANGE - UNIT #727	701-9200-600.457.000	73.85
SHANE FERRELL	5/19/2020	SEARS	CREDIT - REFRIGERATOR	100-1600-600.100.000	(867.79)
SHANE FERRELL	5/26/2020	SEARS	REFRIGERATOR - CITY HALL	100-1600-600.100.000	759.31
STEVEN MARES	5/7/2020	O'REILLY AUTO PARTS	CAR WASH SOAP	100-2200-600.250.000	12.45
STEVEN MARES	5/7/2020	FOOD 4 LESS	PRISONER MEALS	100-2200-600.250.000	19.37
STEVEN MARES	5/8/2020	ACE HARDWARE	KEYS	100-2200-600.250.000	15.58
TERESA GALLAVAN	4/27/2020	COSTCO.COM	SURFACE PRO-ACM	100-1600-600.250.000	1,961.54
TERESA GALLAVAN	4/27/2020	COSTCO.COM	SURFACE PRO-COMMUNITY SERVICES DIRECTOR	100-4100-600.250.000	1,961.54
TERESA GALLAVAN	4/27/2020	COSTCO.COM	SURFACE PRO-CM	100-1300-600.250.000	1,961.54
TIM CANNON	4/30/2020	CPOA	LEGAL DEFENSE/MID MANAGEMENT GROUP	100-2100-610.900.000	500.00
TIM CANNON	5/1/2020	HARBOR FREIGHT TOOLS	DISINFECTING SPRAYER -COVID	100-2200-600.250.000	53.98
					\$ 79,035.21



## PAYROLL TRANSACTIONS

### CHECK REGISTER

Date	Check No.	Amount
6/12/2020	116119-116128	\$4,241.06
6/26/2020	116138-116147	\$4,469.38

### Remittance Checks

Date	Check No.	Amount
6/12/2020	116129-116137	\$24,940.48
6/26/2020	116148-116155	\$18,643.56

### ACH Payment

Date	Description	Amount
6/12/2020	PR JUN 12 20	\$172,882.68
6/26/2020	PR JUN 26 20	\$176,636.66

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

July 6, 2020

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**ITEM NO:**     **2.**

**SUBJECT:**     Council request to discuss resuming meetings with Council Members attending in-person

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for discussion.

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**DISCUSSION:**

The City Manager received a request from Council member Robertson to discuss resuming meetings with Council Members attending in-person. Staff will be providing a verbal presentation.


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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for discussion.

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\_\_\_\_\_  
Teresa Gallavan, City Manager

7-2-20  
\_\_\_\_\_  
Date



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

July 6, 2020

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**ITEM NO:** 3.

**SUBJECT:** Consideration of a Resolution Authorizing the purchase of a new Smeal 100-foot Rear-Mount Ladder Truck

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**RECOMMENDATION:** Staff recommends that Council approve the purchase of a new Smeal 100-foot rear-mount ladder truck and authorize the City Manager to execute all associated documents.

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**BACKGROUND:** The ladder truck is an extremely valuable tool for a fire department to have. The Selma Fire Department currently operates a 1995 Spartan ladder truck, with a 75-foot ladder. Over the years, besides the numerous firefighting operations, the fire department has utilized the ladder truck in multiple life-saving operations. Due to the age of our existing ladder truck, and to continue to provide this valuable resource to our community, it is necessary to consider the purchase of a new truck.

**DISCUSSION:** Our current ladder truck has been in service for 25 years. While it has served the community well, maintenance issues have made it difficult to keep the unit in service. These maintenance issues have increasingly become more serious. This year alone, the ladder truck was out of service for almost 4 months while repairs were made to the rear axle. Costs associated with these repairs have been mounting.

Every year we are required to perform two major tests on the ladder truck. One test is to ensure that the pump is properly working, and the other test is performed on the ladder itself, to make sure that it is safe for our fire fighters to operate from. If the truck were to fail either test, it would most likely have to be taken out of service permanently. Over the past two years, the ladder test has shown increasing deficiencies that have to be fixed or monitored for continued fatigue (2018 – 4 deficiencies, 2019 – 8 deficiencies).

Our goal is to keep the current truck in service long enough to replace it with the new one so that the community does not lose this valuable safety resource. The new ladder truck will take a little less than a year to manufacture and place in service. There will be a number of advantages that the new ladder truck will have over our existing truck. The new truck will be 25 feet longer than the current one, which will allow us to better protect future construction projects that might reach increasing heights. The new truck will also have a bucket at the end of the ladder that firefighters are able to ride in. This feature will allow for increased safety for firefighters during firefighting and rescue operations. These are just a few of the features that the new ladder truck will have which will increase the safety and efficiency of our operations while protecting our community.

To fund this acquisition, \$625,000 was allocation from the General Fund to the Equipment Reserve during the 2020-2021 fiscal year budget adoption. The remaining balance will be transferred evenly between Measure S and the Ambulance Fund reserves to the Equipment Fund.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
Not to exceed \$1,350,000.00		None
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Equipment Reserve \$625,000 Measure S \$362,500 Ambulance \$362,500  Fund Balance: Equip. Reserve: \$678,578 Measure S: \$748,963 Ambulance: \$4,668,325		

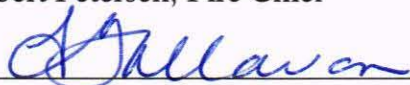
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**RECOMMENDATION:** Staff recommends that council approve the purchase of a new Smeal 100-foot, rear-mount ladder truck, and authorize the City Manager to execute all associated documents.

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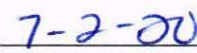
/s/

Robert Petersen, Fire Chief

  
Teresa Gallavan, City Manager

**07012020**

Date

  
Date



**RESOLUTION NO. 2020-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SELMA AUTHORIZING CITY MANAGER TO PURCHASE SMEAL  
100-FOOT REAR-MOUNT LADDER TRUCK**

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**WHEREAS**, the Selma Fire Department requires a replacement of it's ladder truck to maintain its fire service/ response capabilities; and

**WHEREAS**, the Fire Department has identified a Smeal 100-foot rear-mount ladder truck as an acceptable replacement for its current ladder truck that has been in service for more than twenty-five (25) years.

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

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. The City Manager is authorized to expend up to one million, three hundred fifty thousand (\$1,350,000.) dollars for purchase of the aforementioned ladder truck and to execute any and all documents necessary to complete that acquisition and to take title to the identified ladder truck. Six hundred twenty-five thousand (\$625,000.) dollars will be funded through the Equipment Reserve and the remaining funding will come from Measure S in the amount of three hundred sixty-two thousand five hundred (\$362,500.) dollars and from the Ambulance Fund in the amount of three hundred sixty-two thousand five hundred (\$362,500.) dollars.

\*\*\*\*\*

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 6<sup>th</sup> of July 2020 by the following vote:

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

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

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

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

July 6, 2020

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**ITEM NO:**

**4.**

**SUBJECT:** Public Hearing, Second Reading and Adoption of Ordinance to be Approved by the Voters Allowing a Licensed Gambling Establishment in the City of Selma in Accordance with the Provisions of Business and Professions Code §19960(c); Consideration and Necessary Action on Resolution Placing Measure Allowing Licensed Gambling Establishment on the November 3, 2020, Ballot

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**RECOMMENDATION:** Waive Second Reading and Adopt Ordinance to be Approved by the Voters Allowing Licensed Gambling Establishment in Selma. Adopt Resolution Placing Measure Allowing Licensed Gambling Establishment on the November 3, 2020, Ballot.

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**DISCUSSION:** The owner of Legends Tap House and Grill (Legends), a Restaurant and Banquet Facility (formerly Spike & Rail), previously requested and the City Council adopted a resolution placing a measure on the ballot for March 3, 2020 to approve a licensed gambling establishment in the City of Selma in accordance with existing law most of which appears in the Business and Professions Code or Penal Code of the State of California. The measure failed. The gambling establishment is proposed to be what amounts to a cardroom which is required to be licensed by the Bureau of Gambling Control of the State Department of Justice and is a business that conducts "games" as that term is defined by the Gambling Control Act, in essence to mean card games involving the making of wagers. There is currently a moratorium on the establishment of such facilities, but in anticipation of that moratorium being lifted, qualified or changed the property owner of Legends asked to have placed on the ballot the required measure. Legal cardrooms or gaming establishments are allowed in the State of California, if at all, only with the approval of the voters of the municipality where the cardroom or gaming establishment is to be located.

The measure, as noted, failed in the March 3, 2020, election. The owner of Legends has again requested that the matter be placed on the ballot, this time for the General Election of November 3, 2020. The owner of Legends believes the chances of a favorable outcome are better with the higher turnout expected for the November 2020 Presidential Election. The owner is willing to, again, enter into an agreement which requires him to pay the full cost placing the measure on the ballot, a second time, and all cost, including attorney's fees, incurred by the City in processing the request to have the matter placed on that ballot.

The Ordinance contains detailed regulations concerning the conduct of a cardroom. If approved by the voters, the ordinance will allow, once the moratorium either expires or is



changed or altered by the Legislature, a single cardroom at a single location within the City. The ordinance includes a provision which allows this Council to adopt by resolution an annual licensing fee to be paid to the City of Selma based on the revenues of the cardroom. The ordinance also allows for an annual review of the conduct of the cardroom by this City Council which may take a variety of actions against the cardroom for any failure to conform to any requirements set by the ordinance for the operation of the cardroom, for failures to conform with the terms of the license issued by the State, or for failure to conform with any other provision of the Selma Municipal Code (SMC). The ordinance has detailed regulations concerning the application for a City-issued License, work permits (with background checks) and Site Plan approval for the cardroom. Fees to be set by resolution for each regulatory activity are provided for by the Ordinance. Those fees should be set at amounts adequate to cover the City's cost providing those services.

An agreement presented to the owner of Legends to cover all the cost incurred by the City in processing the ordinance and a resolution placing the ordinance as a measure to be approved by the voters on the November 2020 ballot is attached. Because all of the work, other than publication of required notices, has been done before the cost of consultants is estimated to be very low and the primary cost incurred by the City, and payable by the owner of Legends for placing this on the ballot will be the cost of conducting the election billed to the City by the Fresno County Elections Office. A resolution placing the ordinance as a proposition on the November 3, 2020, ballot is presented for adoption.


<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>	<b><u>BUDGET IMPACT</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
Election Costs Estimated between \$5,000 and \$7,500 for November 2020.  Consultants, Staff time, and publication noticing are undetermined	(The operator of the cardroom has agreed to fully reimburse the City for all costs incurred in processing the ordinance and placing the measure on the ballot.)
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>	<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source:  Not applicable. (The operator of the cardroom has agreed to fully reimburse the City for all costs incurred in processing the ordinance and placing the measure on the ballot.)	None.

**RECOMMENDATION:** Conduct Public Hearing, Waive Second Reading and Adopt Ordinance to be Approved by the Voters Allowing Licensed Gambling Establishment in Selma.; Adopt Resolution Placing Measure Allowing Licensed Gambling Establishment on November 3, 2020, Ballot.

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/s/  
Neal E. Costanzo, Special Counsel

07022020  
Date

  
Teresa Gallavan, City Manager

7-2-20  
Date



**Exhibit A**

**[PROPOSED] ORDINANCE NO. 2020 - \_\_**

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF SELMA APPROVING A LICENSED GAMBLING ESTABLISHMENT IN THE CITY OF SELMA IN ACCORDANCE WITH BUSINESS AND PROFESSIONS CODE SECTION 19960(C)**

The People of the City of Selma do ordain as follows:

**SECTION 1. TITLE**

This Ordinance shall be known as “The Selma Legal Gaming Act.”

**SECTION 2. RECITALS AND FINDINGS**

The City of Selma is in the need of additional funding to enhance its ability to provide public safety, street maintenance, recreational programs, and other general public services, to enhance the quality of life of Selma residents; and

Many of the existing seventy-three (73) State-licensed card rooms listed on the Department of Justice’s Bureau of Gambling Control’s webpage are significant sources of local tax revenues that can fund public safety, staffing, economic development, and public infrastructure projects, that are necessary to provide adequate services to city residents; and

The State’s Gambling Control Act, provisions in the State’s Penal Code, the State’s regulations, and local gambling ordinances provide comprehensive regulatory frameworks so that the Gambling Control Commission, State Department of Justice’s Bureau of Gambling Control, and local jurisdictions can ensure that legalized gambling in card rooms is highly regulated and problem gambling is controlled; and

A licensed Gambling Establishment located in the City of Selma has the potential to generate significant sources of tax revenue that will directly benefit its residents, businesses, and visitors by providing additional public safety services, street maintenance, recreational programs, and other general public services; and

California Business and Professions Code Section 19960(c) requires that the voters of a city must be asked to approve any measure that permits controlled gambling within the city; and

It is the purpose and intent of the People of Selma that this Ordinance go into effect when State law permits legal gambling in the City of Selma; and

Based on the foregoing, the People of the City of Selma find it is in the best interest of the City of Selma to approve a ballot measure to add Chapter 25 of Title 5 of the Municipal Code regarding issuance of a license to operate a card room in compliance with State law.

### **SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

The proposed approval of Ordinance No. 2019-6 by the People of the City of Selma is not a “project” under the California Environmental Quality Act of 1970 (“CEQA”), as amended, and any implementing local or state guidelines. Specifically, the proposed action is not a “project” under CEQA Guidelines Section 15378 because it does not have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The possibility of any indirect physical change in the environment resulting from the approval of the ordinance is too speculative to require environmental review under CEQA because of (a) the need for State legislation; (b) the need for voter approval; and (c) the need for future environmental discretionary permits to be approved by the City Council. Even if all three of these speculative and necessary prerequisites were to occur, any potential physical changes in the environment would still be subject to CEQA review in connection with the City Council’s consideration of the required discretionary permits.

The proposed action is also exempt from CEQA under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (for the reasons described in the preceding paragraph).

The proposed action is also exempt from CEQA under CEQA Guidelines Section 15273 (Rates, Tolls, Fares and Charges) because approval of the ordinance is to raise revenues for the City of Selma to assist in funding for public safety, capital improvements, recreational programs, and other general governmental services.

### **SECTION 4. AMENDMENT TO TITLE 5 OF SELMA MUNICIPAL CODE CHAPTER**

The Selma City Code is hereby amended to add a new Chapter 25 to Title 5 of the Selma City Code and shall read as follows:

#### **Title 5, Chapter 25 GAMBLING CONTROL REGULATORY PROGRAM**

##### **5-25-1 TITLE:**

This Ordinance shall be known as “The Selma Legal Gaming Act.”

##### **5-25-2 RECITALS AND FINDINGS:**

The City of Selma is in the need of additional funding to enhance its ability to provide public safety, street maintenance, recreational programs, and other general public services, to enhance the quality of life of Selma residents; and

Many of the existing seventy-three (73) State-licensed card rooms listed on the Department of Justice’s Bureau of Gambling Control’s webpage are significant sources of local tax revenues that can fund public safety, staffing, economic development, and public infrastructure projects, that are necessary to provide adequate services to city residents; and



The State's Gambling Control Act, provisions in the State's Penal Code, the State's regulations, and local gambling ordinances provide comprehensive regulatory frameworks so that the Gambling Control Commission, State Department of Justice's Bureau of Gambling Control, and local jurisdictions can ensure that legalized gambling in card rooms is highly regulated and problem gambling is controlled; and

A licensed Gambling Establishment located in the City of Selma has the potential to generate significant sources of tax revenue that will directly benefit its residents, businesses, and visitors by providing additional public safety services, street maintenance, recreational programs, and other general public services; and

California Business and Professions Code Section 19960(c) requires that the voters of a city must be asked to approve any measure that permits controlled gambling within the city; and

It is the purpose and intent of the People of Selma that this Ordinance go into effect when State law permits legal gambling in the City of Selma; and

Based on the foregoing, the People of the City of Selma find it is in the best interest of the City of Selma to approve a ballot measure to add Chapter 25 to Title 5 of the Municipal Code regarding issuance of a license to operate a Card Room in compliance with State law.

#### **5-25-3 – AUTHORITY.**

- A. Nothing herein contained is intended or shall be construed to be in conflict with or as a limitation upon any of the provisions of the Gambling Control Act (Bus. & Prof. Code § 19800 et seq.) or any other provision of State or federal law.
- B. The provisions of this Chapter shall not be construed so as to authorize legal gambling within the City's boundaries unless and until:
  - 1. A majority of the electors of the City voting thereon, and in a manner that complies with Business & Professions Code § 19960(c), affirmatively approves a measure permitting controlled gambling within the City; and
  - 2. California Business & Professions Code § 19962(a):
    - a. expires; or
    - b. is repealed; or
    - c. is amended or partially repealed in a manner that would permit the City to authorize legal gambling within its boundaries; or
    - d. is superseded by any State or federal law that permits the City to authorize legal gambling within its boundaries; and
  - 3. The requirements of this Chapter pertaining to the issuance of a License, as defined in Section 5(r), have been satisfied.
- C. In no event shall this Chapter be effective until January 1, 2021.

#### **5-25-4 – DECLARATION OF INTENT AND PURPOSES.**

The people of the City of Selma find and declare that the regulation of Gambling Establishments, as defined in Section 5(o), located in the City of Selma is necessary for the protection of the public health, safety, and welfare. The provisions of this Title shall be broadly construed for the purposes of authorizing strict regulatory controls and oversight of any Gambling Establishment, funding sources, and the practices, activities, persons, and places associated with or involved in gambling in the City of Selma. Any license, permit, or approval issued pursuant to the provisions of this Title is a revocable privilege and no holder acquires any right in the license, permit, or approval other than the procedural rights granted under this Title or as required by the United States or California Constitution.

#### **5-25-5 – DEFINITIONS.**

For the purposes of this Chapter, the words and phrases hereinafter set forth shall have the following meanings ascribed to them unless the context clearly requires a different meaning:

- (a) “Bureau” means the Bureau of Gambling Control of the State Department of Justice.
- (b) “Card Room” means a business or enterprise licensed under the provisions of this Chapter for the playing of “Games” as defined in this Section.
- (c) “Card Room Administrator” means the Person identified by the City Manager to administer the City’s regulation of any Licensee.
- (d) “Card Room Business” means the conduct of “Games” as defined in this Section and shall not include any “Related Business” as defined in this Section.
- (e) “Chapter” means Chapter 25 of Title 5 of this Municipal Code.
- (f) “Chief of Police” means the designated representative of the Selma Police Department.
- (g) “City” means the City of Selma.
- (h) “City Council” means the Selma City Council.
- (i) “City Manager” means the City Manager of Selma.
- (j) “Clerk” means the City Clerk of Selma.
- (k) “Commission” shall mean the California Gambling Control Commission as detailed in Business and Professions Code Section 19811 or any successor agency.
- (l) “Employee Applicant” means any Person who has applied for a work permit or renewal of a work permit for employment in a Card Room.



- (m) "Financier" means any Person who offers or provides a loan, credit, or any other form of financing to the Licensee Applicant or Licensee in any way related to the Card Room, provided "Financier" shall not be construed to include any Person with whom Licensee Applicant or Licensee has an agreement for the lease of equipment or other personal property.
- (n) "Finance Director" means The Treasurer or Finance Director of the City of Selma.
- (o) "Gambling Establishment" is defined as set forth in California Business and Professions Code Section 19805(o).
- (p) "Gambling Table" means a table upon which a Game is played and to which a drop box is attached for the purpose of collecting fees for the play of the Game.
- (q) "Game" or "Games" means all games (whether or not involving the use of cards) that are lawful in the State of California.
- (r) "License" means a license for the operation of a Card Room.
- (s) "License Applicant" means any Person who has applied for a License or renewal of a License to operate a Card Room in the City.
- (t) "License Application" means an application for License Permit to this Chapter.
- (u) "License Fee" means all fees levied upon a license pursuant to this Chapter.
- (v) "Licensee" means the Person or entity to whom a license has been issued for the operation of a Card Room pursuant to this Chapter.
- (w) "Municipal Code" means the City Code of Selma, California.
- (x) "Owner" means every Person, firm, association, corporation, partnership, or other entity having any interest, whether legal, equitable, financial, or of any other kind or character, in any Card Room or License.
- (y) "Person" means and includes a natural person, association, organization, partnership, business trust, company, corporation, or any other entity.
- (z) "Permittee" means the Person to whom an employee work permit has been issued for employment in a Card Room pursuant to this Chapter.
- (aa) "Related Business" means business activities occurring at a Card Room other than the playing of the Games, such as entertainment, dancing, events, fundraising by non-profits, the sale of food, beverages (including alcoholic beverages for consumption on the premises), sundries and other items, and the provision of services such as barber shop services.
- (bb) "Security Deposit" means any security or deposit required by this Chapter to ensure the prompt and full payment of any License Fees imposed by the City pursuant to this Chapter.

(cc) "State" means the State of California.

#### **5-25-6 – MAXIMUM NUMBER OF GAMBLING ESTABLISHMENTS.**

The maximum number of Card Rooms permitted in the City shall be one (1), unless and until otherwise authorized by a vote of the people in accordance with State law.

#### **5-25-7 – LICENSE REQUIRED, LICENSE FEE.**

A. License Requirement. It is unlawful for any Person to establish, commence, conduct, operate, or otherwise allow or permit within the City any business, activity, or enterprise of any Games for which a fee, commission, or other compensation is directly or indirectly charged, accepted, or received from players or participants until such Person shall have first obtained a License in full compliance with the provisions of this Chapter.

B. License Fee. Each Licensee shall pay to the City a License Fee as in the amount and according to the terms set by resolution and amended, from time to time, by the City Council. The License Fee shall be a percentage of gross revenues of the Licensee based upon the Monthly Statement of Revenue submitted to City by Licensee.

C. Business License. Nothing in this Chapter shall be deemed to exempt Licensee from obtaining and maintaining a business license in the City of Selma.

#### **5-25-8 – FILING AN APPLICATION FOR A CARD ROOM LICENSE.**

A. Filing of Application. Any Person desiring to operate a Card Room shall file with the Card Room Administrator an application for a License. The filed application shall be executed under penalty of perjury and shall contain, in addition to all other information that the Card Room Administrator may require, the following information and material:

1. A copy of all licenses required by the State of California under State Gambling Law;
2. An official receipt from the City Finance Director, indicating receipt of payment in full of the Application Fee as required by Section 8(I) of this Chapter;
3. The date of the application;
4. The true name of the License Applicant, any aliases of the License Applicant, and any fictitious business name or names under which the License Applicant currently operates a business;
5. The status of the License Applicant as being an individual (or two or more individuals), firm, association, corporation, partnership, joint venture, or other entity and a statement of the experience of the Applicant or of the person or persons who will have charge over the cardroom;



6. The status of the License Applicant as being eligible for a License pursuant to any requirements under State law;
7. The residence and business address of each individual License Applicant;
8. The name, residence, and business address of each of the partners, shareholders, and principal officers and directors of any non-individual License Applicant, including each of the partners, shareholders, and principal officers and directors of any parent company, holding company, subsidiary, or otherwise that may in any way be affiliated with the License Applicant for the License application, License, or Card Room, except for any publicly held entity;
9. The business and employment history of the License Applicant(s) and of each proposed individual listed in Section 8(A)(8), including a list of all places of previous residence;
10. The proposed location for the Card Room, although nothing in this Section shall require that the premises in which the Card Room Business will take place be designed, constructed, or completed prior to the issuance of a License;
11. A list of the Games proposed to be played initially upon opening of the Card Room and a statement that those Games comply with State law;
12. The number of Game tables proposed to be used in the Card Room;
13. A description of any Related Businesses proposed to be conducted at the same location;
14. In the event the proposed location is partly or wholly owned by persons or entities other than the License Applicant, the names and addresses of such other persons or entities and complete information pertaining to the nature and percentage of ownership;
15. A three-year detailed cash flow projection, a pro forma financial statement, a statement of preopening cash, a financing plan, and copies of all loan agreements of the License Applicant;
16. A full and complete financial statement for the three most recent years and the three most recent annual income tax returns of the License Applicant, and a full and complete financial and invested capital statement for the most recent three years of each person who is a limited partner, general partner, officer, or director of the License Applicant;
17. A full and complete and truthful statement of financial position of the Applicant and any general or limited partner or person having more than a ten percent (10%) interest in the Applicant.

18. A full and complete patron safety and security plan designed to protect patrons and other persons who are lawfully on the Card Room premises, including parking facility;
  19. A full and complete accounting and internal control plan for card table funds, collection of fees, drop box and transportation and storage, counting of fees, cashiers cage operation, internal audit, security and monitoring, records retention, financial reports, tips, and signature authority;
  20. A statement that the License Applicant understands and agrees that the application shall be, considered by the City Council only after full investigations and reports have been made by all applicable City staff;
  21. A complete listing of all criminal arrests and convictions of the License Applicant and each partner, shareholder, officer, and director of the License Applicant, if any, not including traffic offenses, with explanations therefor;
  22. A statement that the License Applicant understands and agrees that any business or activity conducted or operated under any License shall be operated in full conformity with all the laws of the State and the laws and regulations of the City applicable thereto, and that any violation of any such laws and regulations in such place of business, or in connection therewith, shall render any License subject to immediate suspension or revocation;
  23. A statement that the License Applicant has read the provisions of this Chapter, understands the same and agrees to abide by all requirements contained in this Chapter; and
  24. A statement by the License Applicant agreeing that the sole and exclusive discretion as to the granting or denial of any such License shall be vested in the City Council.
  25. A detailed Site Plan showing the dimensions of the cardroom, a floor plan, a schematic and rendering of the cardroom including parking facilities, the location of all tables and entry and exit ways.
- B. Filing of Business Records. The City will permit License Applicant to file proprietary business information confidentially. The confidential portions of the License application shall remain confidential and shall not be disclosed to any Person, unless otherwise required by law. In the event a request is made by a third party for any information set forth in this Section, the City will provide the License Applicant or the Licensee with reasonable and adequate notice to seek a protection from disclosure by a court of competent jurisdiction.
- C. Burden of Proof. The burden of proving its qualifications to receive a License is at all times on the License Applicant by preponderance of the evidence. By filing the application, the License Applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action or financial loss which may result from action with respect to the application and expressly waives any claim for damages or otherwise as a result thereof.



- D. Obligation to Provide Information. A License Applicant may claim any privilege afforded by the Constitution of the United States in refusing to answer questions by the City Council, provided any such claim of privilege with respect to an application shall constitute sufficient grounds for denial of the application.
- E. Identity of Owners. The License Applicant shall also file with the Card Room Administrator a list of the names and addresses of all of the Owners. The Chief of Police shall determine whether or not an investigation of any Owner should be made by a teletype search of the records of the State Criminal Investigation and Identification Unit in Sacramento, California, or otherwise, and forthwith conduct said search or investigation as appropriate.
- F. Statements Confidential. All personally identifiable information, including but not limited to financial information, telephone numbers, and addresses, required to be submitted as part of an application pursuant to this Chapter shall be confidential and not available for public inspection, unless otherwise authorized or required by law.
- G. Fingerprints - Photographs. Concurrently with filing the application, the License Applicant, each Owner, and officer shall be fingerprinted and photographed by the Chief of Police or designee.
- H. Control by Landlord or Financier. The Card Room Administrator may require the landlord of the Card Room site or Financier of the Card Room to submit a full application in compliance with this Chapter.
- I. Application Fee. The Application Fee is for regulation purposes and is levied pursuant to the authority of applicable laws. An application for a License shall be accompanied by deposit, payable to the City in cash, cashier's check, or other immediately available funds approved by the City, as follows:
1. Application Fee. A non-refundable Application Fee in an amount to set and amended, from time to time, by resolution of the City Council shall be paid to the City at the time of the filing of the Application. Additionally, the Licensee shall deposit Five Thousand Dollars (\$5,000) with the City, at the time of filing the Application, to be retained by the City as a deposit for the costs and expenses of the investigation of the License Applicant and the processing of the License Application. License Applicant shall pay the City for all costs and expenses associated with the processing of the Application based on the fully-burdened hourly rate of the applicable employee(s) or individual(s) including consultants, performing the investigative services and processing of the License Application. If, the cost to the City of the processing of the Application exceeds the Application Fee and Security Deposit, the License Applicant shall make further deposits, in increments of five thousand dollars (\$5,000) within two (2) business days after being notified by the City that the amount on deposit has been expended. Failure by the License Applicant to provide an additional



deposit as required by this section shall constitute grounds for the City to suspend or terminate the processing of the License Application, as determined by the City Manager or his or her designee.

**5-25-9 – INVESTIGATION OF APPLICATION AND DETERMINATION IF LICENSE APPLICATION IS FULL AND COMPLETE.**

- A. Whenever an application for a License has been filed with the Card Room Administrator, the Card Room Administrator shall determine whether the filed application is complete pursuant to this Section 8 of this Chapter. If the Card Room Administrator determines that the filed application is complete, the Card Room Administrator shall promptly refer such application or a copy thereof to the City Manager's office and other departments of the City, and promptly and diligently conduct an investigation to determine if the application is full and complete. Such matters subject to investigation include:
  - 1. A full and complete investigation as to the identity, character, and background of the License Applicant and the License Applicant's partners, officers, directors, management, and staff including any partners, officers, directors, management, and staff of any parent company, holding company, subsidiary, or otherwise that may in any way be affiliated with the License Applicant for the License application, License or Card Room;
  - 2. A full and complete evaluation of the security and law enforcement requirements of the proposed Card Room;
  - 3. A comprehensive evaluation of the License Applicant's financial ability to adequately protect the patrons of the Card Room and the citizens of the community; and
  - 4. A comprehensive evaluation of all public health, welfare, and safety matters concerning the proposed Card Room.
- B. The Card Room Administrator should determine if the filed application is full and complete or if the City needs to supplement the filed application with additional material within ninety (90) days of receiving the filed application. Within that time period, the Card Room Administrator or any other staff delegated an investigative responsibility by the City Manager may request in writing that the License Applicant provide additional relevant information or data not included in the application. The License Applicant shall submit such requested information within thirty (30) days after such request. Once all of the requested and required documents, records, information, data, or otherwise have been adequately provided, the City shall inform the License Applicant that the application is full and complete and will be considered by the City Council.



**5-25-10 – REPORT AND RECOMMENDATION TO CITY COUNCIL ON THE FULL AND COMPLETE LICENSE APPLICATION AND INVESTIGATION.**

- A. The City Manager shall prepare and submit a report and recommendation concerning the full and complete application and the results of the investigation conducted pursuant to Section 9(A) of this Chapter.
- B. The report and recommendation shall be submitted to the City Council no later than sixty (60) days from the date upon which the City Manager has certified the application is full and complete pursuant to Section 9(B) of this Chapter.
- C. Submission of the report and recommendation by the City Manager shall trigger the notice requirement in this Section.
- D. In the event that the City Manager does not file the report and recommendation within the time specified in Section 10(B) of this Chapter, the City Council may either proceed further without the City Manager's report and recommendation or may extend one (1) time set forth in Section 10(B) of this Chapter by an additional forty-five (45) days the deadline for the City Manager to submit the report and recommendation to the City Council.
- E. In the event that more than one complete application is filed with the City, all such applications will be reviewed and considered by the City, provided such additional applications have been received prior to the serving of notice under this Section following the submission of the report and recommendation by the City Manager. The City shall not accept for filing, review or consider any additional applications once the notice provided for by this Section has been issued. If more than one complete application is filed and received prior to the issuance of notice provided for by this Section, City Council shall determine in its judgment, which if any of the various applications will receive a license. In determining whether to grant the license, in the event there is more than one complete application presented to the City Council the Council shall be guided by the policy that the license shall be issued only to those persons who will operate licensed cardrooms so as to best protect the public health, safety, morals, good order and welfare of the residents of the City. If multiple applicants are under consideration by the City Council, the applicants must each meet the requirements for issuance of the license and the cardroom license shall be granted to the qualified applicant who the Council, in its sole discretion, determines best meets the following criteria:
  - (1) Least disruptive location.
  - (2) Best program for policing the operation.
  - (3) Greatest revenues potential for the City of Selma.
  - (4) Greatest experience and financial ability of the applicant.

- (5) Best potential for quality operation.
- (6) Any other considerations that will protect the public, health, safety, order, and welfare of the residents of the City of Selma.

The action of the City Council in accordance with this Chapter shall be final.

- F. At such time as the City Manager files the report and recommendation on an application determined to be full and complete written notice at the time and place of the City Council's hearing on the cardroom license application shall be given, at least ten (10) days in advance of the City Council's consideration of the application or applications to the applicant, to every person who's name and address appears on the last Equalized County Assessment Roll as the owner of any property within 300 feet of the exterior boundaries of the premises of the proposed cardroom, and to every person filing with the City Clerk a written request for notice of any hearing to proposed cardrooms.

#### **5-25-11 – NOTICE TO THE PUBLIC AND APPLICANT OF A HEARING BY CITY COUNCIL TO CONSIDER WHETHER TO ISSUE A LICENSE.**

- A. Whenever the City Manager submits a report and recommendation to the City Council on a full and complete License application and investigation pursuant to Section 10 of this Chapter, or in the event the City Manager does not file a report and recommendation and the City Council intends to act upon the application pursuant to Section 10(D) of this Chapter, the City shall publish notice of a public hearing concerning its intent to consider whether the License application should be issued at least fifteen (15) days prior to the hearing date as determined by the City Council in accordance with California Government Code Section 6061. Mailed notice shall be provided to all property owners located within a 300-foot radius of the proposed location for the cardroom, as shown by the last Equalized County Assessment Roll. The City shall also provide the License Applicant with notice at least five (5) days prior to the hearing date. Both the notice to the public and to the License Applicant shall set forth the time and place of the hearing.
- B. At the hearing, the City Council shall take public testimony.
- C. At the hearing, the City Council shall vote either to:
  - 1. Approve the application and grant the License applied for therein;
  - 2. Approve the application and grant the License applied for therein with the recommended conditions from the City Manager;
  - 3. Conditionally approve the application and grant the License applied for therein subject to specific conditions in addition to those conditions set forth in the application or recommended by the City Manager; or



4. Deny the application and refuse to grant the License applied for therein pursuant to the grounds set forth in Section 13(A) of this Chapter.

D. The decision of the City Council shall be final and conclusive.

#### **2-25-12 – APPROVAL OF A LICENSE APPLICATION.**

- A. If the City Council approves the application, the License Applicant will be required to comply with all of the terms, conditions, and obligations in the application, the License, the provisions of this Chapter, the Municipal Code and all other State and federal laws.
- B. If the City Council approves the application with conditions not set forth in the application, the License Applicant will be required to comply with the conditions the City Council imposed as an express condition of approval of the application, all of the terms, conditions, and obligations in the application, the License, the provisions of this Chapter, the Municipal Code and all other State and federal laws.
- C. Within ten (10) days of approval of the application, the Card Room Administrator shall provide to the License Applicant a copy of the City's acceptance form, which shall contain any additional conditions imposed by the City Council and which shall state that the License Applicant is aware of and will abide by all conditions imposed by the City Council. Within ten (10) days of receipt of the City's acceptance form, the Card Room Administrator must receive the acceptance form signed by the License Applicant. Upon receipt of the acceptance form signed by the License Applicant, the Card Room Administrator shall issue the License.

#### **5-25-13 – GROUNDS FOR DENIAL OF AN APPLICATION.**

- A. The City Council may deny a License application based on any one or more of the following reasons:
  1. The proposed business or activity to be operated violates any federal, State, or City law or regulation.
  2. The License Applicant, including any shareholder or officer, has been convicted of any crime punishable as a felony (including a plea of no contest) or of any crime of violence, any crime involving fraud, gambling, loan sharking, bookmaking, thievery, bunco, moral turpitude, or any crime involving evasion of taxes, or any other crime of moral turpitude indicating a lack of business integrity or business honesty, whether committed in the State of California or elsewhere, whether denominated as a felony or as a misdemeanor and notwithstanding the passage of time since the conviction.

3. The License Applicant has been credibly identified by any law enforcement agency, legislative body, or crime commission as a member of, or an associate of, organized criminal elements.
  4. The License Applicant knowingly made any false statement in the filed application or in presenting any other information as part of the application process or investigation.
  5. The License Applicant failed to satisfy the City Council as to the source of funds to be invested in the Card Room.
  6. The License Applicant does not have the financial capability or business experience to operate a Card Room in a manner that would adequately protect the patrons of the Card Room and the citizens of the community.
  7. The License Applicant is presently under indictment or the subject of a criminal complaint for any of the crimes described in Section 13(A)(2) of this Chapter.
  8. The application failed to present reasonable evidence that there is adequate financing available to pay potential current obligations and provide adequate working capital to finance opening of the proposed Card Room.
  9. The failure of any Person named in the application to appear before the City Council after having been requested by the City Council to appear and provide information or answer questions before it.
  10. The failure to include in the application an adequate plan for maintaining the security of the Card Room to ensure that all cash reserves and deposits in the Card Room, as well as the employees and patrons of the Card Room, are reasonably safe from theft, robbery, burglary, or other crimes.
  11. The Commission has revoked or suspended the License Applicant's State gambling license or has denied the License Applicant's application therefor or denied the application of a shareholder or officer or that of which an entity which she/he is the shareholder or officer.
  12. Approving the License application is contrary to public interest and the policies of this Chapter.
- B. In the resolution denying the application pursuant to Section 13(A) of this Chapter, the City Council shall set forth the ground or grounds for its action.



#### **5-25-14 – TERM, TRANSFER, AND RENEWAL OF A CARD ROOM LICENSE.**

- A. The term of a Card Room License shall be ten (10) years from the date on which it was issued, and may be renewed for an additional ten (10) years, on an Application for Renewal, in accordance with the provisions of Section 8 of this Chapter, as applicable.
- B. No Card Room License may be transferred except in accordance with this Chapter. Any proposed transfer or assignment of any License, including changes in new shareholder, partners, or ownership interest of the Licensee, shall be considered for all purposes as a new application for a License, and all the provisions of this Chapter applicable to new and original applications shall apply.

#### **5-25-15 – SURRENDER, SUSPENSION, REVOCATION, OR DIVESTITURE OF A CARD ROOM LICENSE.**

- A. A Licensee may surrender its License by written notice to the City Manager.
- B. Any License issued under this Chapter may be suspended or revoked by the City Council for violation of any of the provisions of the License, this Chapter, or any provisions of this Municipal Code, or of a federal or State law. The holder of a License shall be given prompt written notice of revocation or suspension of said License. Said notice shall fix a time and place, not less than five (5) nor more than thirty (30) days after service thereof, at which time the holder of said License may appear before the City Council and be granted a hearing upon the merits of said suspension or revocation.
- C. Any Licensee or Owner, including shareholders and officers, who is convicted (or pled no contest) of a misdemeanor involving moral turpitude or a felony shall immediately notify the Card Room Administrator and divest himself/herself of such ownership interest within thirty (30) days after the service of a notice of divestiture by the City. Upon receipt of a notice of divestiture, the Licensee or Owner may request in writing a hearing before the City Council to appeal the notice and request a waiver of the divestiture requirement. A hearing shall be scheduled before the City Council within thirty (30) days after the receipt of such request. Upon the conclusion of the hearing, the City Council may disregard the conviction or take other action if it is determined by the City Council that mitigating circumstances exist and that the public interest will be adequately protected. The decision of the City Council shall be final and conclusive. Failure to comply with the provisions of this Section 15 shall constitute a misdemeanor, punishable by a fine or imprisonment. Each day of noncompliance shall constitute a separate and complete offense. In addition, the City Attorney may invoke any appropriate civil remedies available to enforce compliance. No Person required pursuant hereto to divest his/her interest in a Card Room may transfer the same to his/her spouse, children, siblings, or parents or to his/her spouse's children, siblings or parents, or any other Person.



- D. Revocation for Failure to Maintain a Business License. A license issued pursuant to this Chapter may be revoked by the City if the Licensee fails to maintain an active Business License in the City of Selma.
- E. Fines and Penalties in Lieu of Suspension or Revocation. The City Council, in its discretion, may in addition to or in lieu of a suspension or revocation of a License for violation of any provision of this Chapter, levy a fine or penalty against the Licensee upon a determination that grounds exist which would justify the suspension or revocation of a License. Such fines or penalties may also be levied against the Licensee if the Licensee, key management employee, or employee of the Licensee has committed any act in violation of this Chapter which would justify a suspension or revocation of a License. In the event that the City Council determines to issue a fine or penalty pursuant to this section, then the City shall give the holder of a license prompt written notice of the fine or penalty which shall include a time and place, not less than five (5) more than thirty (30) days after the service thereof, at which the holder of the license may appear before the City Council and be granted a hearing upon the merits of said fine or penalty.
- F. Violation of this Chapter. The Licensee has violated any provision of this Chapter or failed to timely pay any fees due under this Chapter.
- G. Area Specific Considerations. The operation of the cardroom substantially aggravates a crime problem that already exists in the area, makes law enforcement unduly difficult or is otherwise detrimental to crime prevention or to the public peace, health, safety or welfare in the area.

#### **5-25-16 – WHERE A CARD ROOM MAY BE LOCATED.**

A Card Room may only be located in the C-R regional commercial zoning district identified in Title 11, Chapter 7, of the Municipal Code. The location of the Card Room License shall be site specific and any changes to the approved location specified in the License shall require an amendment to the License approved by the City Council.

#### **5-25-17 – HOURS OF OPERATION AND DISPLAY OF LICENSE.**

A Card Room is permitted to operate twenty-four (24) hours each day of the year at the specific location authorized in the License. Licensee shall have its business hours clearly posted at all entrances to give law enforcement and patrons notice of the hours during which the licensed Card Room will remain open for business. Licensee shall display the License issued by the City in a conspicuous location in the cardroom and each employee shall wear a work permit or identification card issued by the City and shall display his or her work permit upon request.



### **5-25-18: LEGAL GAMES.**

Any Game permitted by law in the State of California may be played in a Card Room licensed under this Chapter.

### **5-25-19 – WAGERING LIMITS.**

There shall be no limit on the size of any bet except as may be determined by the Licensee and as permitted under State law.

### **5-25-20 – MAXIMUM NUMBER OF TABLES.**

- A. There shall be no more than forty (40) licensed gambling tables in the City.
- B. The maximum number of gambling tables permitted in any one (1) Card Room shall be forty (40).
- C. In the event State law requires a lesser number of gambling tables within the City or in any one (1) Card Room, the maximum number of tables authorized under State law shall apply.

### **5-25-21 – REMOVAL OF PERSONS AND EXCLUSION OF UNDESIRABLE PERSONS FROM CARD ROOM PREMISES.**

- A. Removal
  - 1. A Licensee may remove any Person from, in, on, or about any Licensed Card Room premises if that Person:
    - a. Appears to or otherwise engages or has engaged in disorderly conduct, as defined in Section 647 of the California Penal Code;
    - b. Appears to or otherwise interferes or has interfered with a lawful gambling operation;
    - c. Appears to or otherwise solicits or has solicited or engages or has engaged in any act of prostitution;
    - d. Appears to or otherwise is or has been under the influence of any intoxicating liquor or drug;
    - e. Appears to or otherwise has been mentally incapacitated to the extent that such Person cannot care for himself/herself or control his/her actions;
    - f. Appears to or otherwise is or has been overly loud, panhandles, is boisterous, or is otherwise disturbing or offensive to other persons in, on, or about the Card Room;

- g. Appears to or otherwise commits or has committed any public offense;
  - h. Is, was, or appears to be a Person whose presence is inimical to the interests of the Licensee or the business of the Card Room, as determined by Licensee in its reasonable discretion;
  - i. Is a Person, whose name appears on the list of persons the Commission has determined are to be excluded or ejected from any gaming establishment pursuant to Business and Professions Code Section 19844 and any regulation adopted pursuant thereto;
  - j. Has requested, pursuant to Section 12464 of Title IV of the California Code of Regulations, to be self-excluded from the Card Room; or
  - k. Has requested, pursuant to Section 12463 of Title IV of the California Code of Regulations, that their access to the Card Room be self-limited and the Licensee, in its reasonable discretion, determines that removal of the Person is required to comply with that request.
2. Except as provided in Section 21(B) of this Chapter, removal of a Person from the premises of a Card Room pursuant to Section 21 of this Chapter carries no presumption that the Person is within the class of Persons defined as "undesirable persons" in Section 21(B)(1) of this Chapter.

B. Exclusion

- 1. A Licensee may exclude from all or any portion of the premises of Card Room Premises any Person who is determined to be "undesirable" within the meaning of this Section. For the purposes of this Section, the following persons shall be deemed to be "undesirable":
  - a. Persons who have engaged in any act of, or who have been convicted of bookmaking or illegal wagering;
  - b. Persons who appeared to or otherwise have engaged in any act prohibited in Section 21(A) of this Chapter;
  - c. Persons who have been convicted of or pled no contest to any violation of Section 337a of the California Penal Code or any other felony, misdemeanor, or violation relating to the act of cheating in, on, or about the premises of a Card Room whether or not convicted within or outside the state;
  - d. Persons whose presence is inimical to the interests of the Licensee or the business of the Card Room, as determined by Licensee in its reasonable discretion; or



- e. Persons who have requested, pursuant to Section 12463 of Title IV of the California Code of Regulations, that their access to the Card Room be self-limited and whom the Licensee, in its reasonable discretion, determines must be excluded in order to comply with that request.

2. For purposes of this Section:

- a. "Bookmaking" means and includes, but is not limited to, any act prohibited by Section 337a of the California Penal Code, or by Section 19595 of the California Business and Professions Code;
  - b. "Illegal wagering" includes, but is not limited to, any act prohibited by Sections 319 through 336, inclusive, of the California Penal Code.
- 3. Licensee shall inform any Person excluded from the premises of a Card Room of the reason for the exclusion and shall notify such Person of the provisions of Section 21 of this Chapter. Notification of an order of exclusion issued by a Licensee shall be made by personal delivery to the Person excluded. A copy of Section 21 of this Chapter shall be attached to such notification.
  - 4. Licensee shall immediately notify the Selma Police Department of the name of the Person so excluded and the reason for the exclusion, and provide such other information required by the Selma Police Department.
  - 5. No Person named in an order of exclusion shall fail to comply with the terms of such order. An order of exclusion shall be enforceable by Licensee by any lawful means, including a civil injunction proceeding or other appropriate remedy, in the Fresno County Superior Court or other court of competent jurisdiction, or by local law enforcement.
  - 6. A Licensee may also exclude from all or any portion of the Licensed Card Room premises any Person who:
    - a. Is a Person, whose name appears on the list of Persons the Commission has determined are to be excluded or ejected from any gaming establishment pursuant to Business and Professions Code Section 19844 and any regulation adopted pursuant thereto; or
    - b. Has requested, pursuant to Section 12464 of Title IV of the California Code of Regulations, to be self-excluded from the Card Room.
    - c. Sections 21(B)(3), 21(B)(4) and 21(B)(5) of this Chapter shall not apply to the exclusion of any Person pursuant to this Section 21(B)(6) of this Chapter.

C. Indemnification

Licensee shall protect, indemnify, defend, and hold City, its City Council members, officers, employees, and agents harmless from and against any and all liability, loss, cost, demand, and obligation arising out of or relating from any injury or loss caused directly or indirectly by any cause whatsoever in connection with or incidental to Licensee removal or exclusion of any Person pursuant to this Section 21 of this Chapter.

**5-25-22 – PROTECTION OF MINORS.**

No Licensee or Permittee shall knowingly or willingly permit or allow any Person under the age of eighteen (18) years at any time to be in or upon the part of the Card Room premises, nor shall any Licensee or Permittee knowingly or willingly permit or allow any Person under the age of twenty-one (21) to play any of the Games authorized by the License. Notwithstanding, Persons under the age of twenty-one (21) shall be permitted in the following areas:

- A. An area, physically separated from any gambling area, for the exclusive purpose of dining. For purposes of this Section, any place where food or beverages are dispensed primarily by vending machines shall not constitute a place for dining;
- B. Restrooms; and
- C. A supervised room that is physically separated from any gambling area and used exclusively for the purpose of entertainment or recreation.

**5-25-23 – REPORTING OF CRIMINAL ACTIVITY AND 911 CALLS.**

- A. Owner, Licensee, or employee shall immediately make a report to the Selma Police Department upon discovery of any conduct which raises a reasonable suspicion that a misdemeanor or felony crime has been committed on the Card Room premises. In addition, Owner, Licensee, or employee shall report any conduct which raises a reasonable suspicion of a violation of this Chapter to the Card Room Administrator within four (4) hours of its discovery.
- B. Licensee shall maintain a chronological criminal activity log and such other reports as the Card Room Administrator may determine are needed in order to effectively assist the Selma Police Department to carry out its law enforcement function and protect the public health, safety, and welfare.

**5-25-24 – EMPLOYEE WORK PERMITS.**

- A. A Person who desires to be employed by a Card Room in the City shall obtain an employee work permit. It is unlawful for any Licensed Card Room to employ any Person who does not have an employee work permit issued by the Chief of Police. The Chief of Police shall maintain a list of all current and past possessors of an employee work permit.



- B. Each and every independent contractor, vendor, or other third Person who performs work or services at the Card Room premises shall be approved by the Chief of Police prior to commencing any work or services at the Card Room premises. The Chief of Police, in his/her reasonable discretion, may require the independent contractor, vendor, or other third Person to submit an employee work permit application and follow the process set forth in this Section 24 of this Chapter and such Person or Persons together with Persons identified in Section 24(A) above, shall be designated Employee Applicants for purposes of this Section.
- C. Employee work permits may not be transferred or assigned in any manner.
- D. Any Person wishing to obtain an employee work permit from the City shall file an application with the Chief of Police. The Chief of Police shall process and review all applications for employee work permits in accordance with such rules and regulations as may be promulgated by the City in accordance with this Chapter. The application shall be completed and the Employee Applicant will be required to provide photographs and fingerprints, in addition to such other information as the application may require. The investigation and permitting fee for each prospective employee shall be determined and approved by the City Council as part of the City's Schedule of Fees. The Licensee may reimburse any employee work permit holder for the amount of the investigation and permitting fee.
- E. Work permits shall expire five (5) years after issuance. The person wishing to renew a work permit must make the same filings and submissions and pay the same fees as required for the original work permit application.
- F. The Chief of Police shall immediately notify the Employee Applicant, in writing, if the application for an employee work permit is approved or denied. For a minimum of one (1) year from the revocation or denial of an employee work permit, the Employee Applicant or former permittee shall not reapply for an employee work permit absent a change in facts showing good cause.
- G. The Chief of Police shall, on behalf of the City, promptly upon receipt of such application, submit the completed application to the California State Department of Justice. The State Department of Justice shall provide summary criminal history information to the Chief of Police for the purpose of issuing work permits. Upon the receipt by the Chief of Police of such criminal history information, provided the criminal history information does not reveal any grounds set forth in Section 24(G) of this Chapter for denial of an application and the application does not require any additional investigation as determined by the Chief of Police, the Chief of Police shall approve the application within thirty (30) days.
- H. The Chief of Police may deny, suspend, or revoke an employee work permit, provided that such action is based on one or more of the following reasons:



1. The Employee Applicant has made any false statements in the application or any other information presented as part of the application, or the Employee Applicant has failed to disclose, misstated, or otherwise misled the City with respect to any fact contained in any application for a work permit;
2. The Employee Applicant is less than twenty-one (21) years of age;
3. The Employee Applicant has been convicted of, or failed to disclose a prior conviction of or pled no contest to, a felony or, in the case of a conviction by a federal court or a court in another state, a crime that would constitute a felony if committed in California;
4. The Employee Applicant has been convicted of or pled no contest to, or failed to disclose a prior conviction of any misdemeanor involving dishonesty or moral turpitude within the ten-year period immediately preceding the submission of an application, unless the Employee Applicant has been granted relief pursuant to Section 1203.4, 1203.4a, or 1203.45 of the Penal Code; provided, however, that the granting of relief pursuant to these Sections shall not constitute a limitation on the discretion of the City;
5. Association of the Employee Applicant or employee with criminal profiteering activity or organized crimes, as defined by Section 186.2 of the Penal Code;
6. The Employee Applicant has committed, attempted, or conspired to do any acts prohibited under the Gambling Control Act;
7. The Employee Applicant has committed, attempted, or conspired to commit, any embezzlement or larceny against a gambling licensee or upon the premises of a Gambling Establishment;
8. The Employee Applicant has been convicted in any jurisdiction of, or failed to disclose a prior conviction of, any offense involving or relating to gambling;
9. The Employee Applicant has been refused, or failed to disclose the prior refusal of, the issuance of any license, permit, or approval to engage in or be involved with gambling or pari-mutuel wagering in any jurisdiction, or had the license, permit, or approval revoked or suspended;
10. The Employee Applicant has been prohibited under color of governmental authority, or failed to disclose a prior prohibition, from being present upon the premises of any licensed Gambling Establishment where pari-mutuel wagering is conducted, for any reason relating to improper gambling activities or any illegal act; or
11. Any applicable federal, State, or City law or regulation requires that the application be denied.



- I. The Chief of Police is authorized to issue temporary or conditional work permit pending a full investigation and processing of an employee work permit application, provided such temporary or conditional work permit may be revoked at any time based on any of the factors set forth in Section 24(G) of this Chapter. A revocation of the temporary or conditional work permit shall be considered a denial of the employee work permit application and the Employee Applicant may appeal such decision as provided in this Section 24(I) of this Chapter.
- J. If an application is denied by the Chief of Police, the Employee Applicant may appeal such denial by written notice to the Card Room Administrator within ten (10) calendar days of the denial decision. A reasonable fee may be charged for such appeal in accordance with the City's Schedule of Fees approved by the City Council. The Card Room Administrator shall cause a hearing to be held before a hearing officer within thirty (30) calendar days of receipt of such written notice requesting an appeal. The hearing officer may be an employee of the City provided the employee was not involved in the decision to deny the work permit application and will serve as an independent, neutral hearing officer. The hearing officer shall schedule and conduct such hearing in accordance with the rules and regulations promulgated in Municipal Code Title 1, Chapter 20, Section 9. At the conclusion of such hearing, the hearing officer shall issue a decision in writing within fifteen (15) calendar days which shall reflect either the hearing officer's approval, conditional approval, or denial of the application. The hearing officer's decision shall be final and conclusive.
- K. The Chief of Police may issue an order summarily suspending or revoking a Person's work permit upon a finding that the suspension is necessary for the immediate preservation of the public peace, health, safety, or general welfare. The order is effective when served upon the holder of the permit. An order of summary suspension or revocation shall state the specific facts upon which the finding of necessity for the suspension or revocation is based. An order of summary suspension or revocation shall remain in effect for no more than thirty (30) calendar days, or until a final decision is rendered by a hearing officer appointed by the Card Room Administrator, whichever occurs last.
- L. In the event that a work permit is suspended or revoked, the holder of the permit may appeal the determination by submitting a written request to the Card Room Administrator no later than ten (10) calendar days from the date the notice was served upon the holder of the permit. A reasonable fee may be charged for the filing of a request for an appeal in accordance with the City's Schedule of Fees approved by the City Council. Upon receipt of the written request, the Card Room Administrator shall cause a hearing to be held before a hearing officer within thirty (30) calendar days in accordance with the procedures set forth in Section 22(I) of this Chapter. Failure to submit a written request for a hearing within the ten (10) calendar days shall be deemed a waiver of the right of appeal. Except for an order summarily suspending or revoking a Person's work permit as described in Section 22(J) of this Chapter, during the time period following the date the notice of suspension or



revocation was issued and any time period prior to the scheduled appeal hearing date, any proposed action, including termination of the employee or any reduction in employee compensation shall be stayed pending final determination of the hearing officer. Upon the final decision or order of the hearing officer suspending or revoking the permit, the holder of the permit may petition the Superior Court for the County of Fresno for judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

- M. The Application must be accompanied by a fee for the appeal of the denial of a work permit as set forth in this Chapter in an amount to be set and amended, from time to time, by the City Council. A Notice of Appeal will not be deemed received unless such fee is paid. When the application for an employee work permit is approved or conditionally approved, whether by the Chief of Police or the hearing officer, the City shall promptly issue an employee work permit to such employee and shall promptly so advise the Card Room employer in writing. Once issued, the employee work permit shall remain valid for a period of up to five (5) years or until it is revoked, suspended, or surrendered. The employee shall apply with the Chief of Police for a renewal of the employee work permit at least sixty (60) days prior to expiration of the employee work permit and pay the applicable renewal fee as approved by the City Council as part of the City's Schedule of Fees.
- N. The employee shall be required to visibly carry the employee work permit on his or her Person at all times while working on the Licensed Card Room premises. The employee work permit, or such other evidence of employment of each employee by the Card Room, shall be displayed on the Person of such employee in accordance with the rules established by the Card Room employer.
- O. When a Licensee terminates the employment of an employee for any reason whatsoever, the holder of the employee work permit shall immediately surrender his or her employee work permit to the Licensee who shall then promptly remit the same to the City.
- P. When all appeals of the denial, suspension, or revocation of an employee work permit have concluded, upon final and conclusive action by the hearing officer, or in the absence of any appeal, the holder of the employee work permit shall immediately surrender his or her employee work permit to the Licensee who shall then remit the same to the City. Upon the Licensee being advised in writing of the conclusion of such appeals upon such final and conclusive action of the hearing officer, or in the absence of any appeal, the Licensee shall immediately cease to employ the Employee Applicant at the Card Room.



- Q. All information received by the City by means of an application for an employee work permit shall be treated as confidential and shall be accessible only to the Card Room Administrator and/or designee, the Police Department, the City Attorney, and, if determined appropriate by the Chief of Police or City Attorney, to the Permittee or Employee Applicant, or their attorney, unless otherwise authorized by law.
- R. Licensee shall keep on file with the Selma Police Department and on the Card Room premises, as to each employee of the Card Room, a comprehensive employee list and the following current information:
- 1) Residence address;
  - 2) Current occupation and employment;
  - 3) Age, date of birth, height, weight, color of hair, and eyes;
  - 4) Driver's license and social security numbers; and
  - 5) A current full face photo of each owner, officer, employee, or agent of the Card Room.

The information kept on file at the Card Room Premises shall be made available on demand for viewing and copying by the Card Room Administrator or Selma Police Department.

#### **5-25-25 – DESIGNATION OF AGENT; UPDATING INFORMATION**

- A. For the purpose of providing updated information only, a Licensee may designate an agent or agents who shall be authorized to act for Licensee in providing such information.
- B. Updating Information. Licensee shall ensure that all information submitted with the License Application including, but not limited to, contact information and the name, residence and business address of each partner, shareholder, principal officer, directors or other key personnel or employees of Licensee is promptly updated.

#### **5-25-26 – ADMINISTRATION BY THE CITY.**

- A. The City Manager shall designate a Card Room Administrator who will manage, coordinate, implement, and enforce all of the functions, powers, and duties as set forth in this Chapter. The Card Room Administrator shall report to the City Manager or Police Chief, as the City Manager deems appropriate.
- B. In conjunction with the City's departments, the Card Room Administrator shall:
1. Coordinate the interaction of all of the City's department administrators with the Licensee, including but not limited to the City Manager, the City Attorney, the head of the Department of Finance, and the Chief of Police;

2. Investigate the qualifications of License Applicants and prescribe all forms to be used for the investigation of the qualifications of License Applicants;
  3. Conduct investigations to:
    - a. Determine whether there has been any violation of this Chapter or of State or federal law;
    - b. Determine any facts, conditions, practices, or matters necessary to the enforcement of this Chapter;
    - c. Aid in promulgating regulations;
  4. Conduct audits and reviews of Card Room operations as described in this Chapter to assure compliance with the requirements of this Chapter;
  5. In conjunction with the Chief of Police, investigate and take any actions authorized under this Chapter regarding all work permit cases affecting the granting, renewal, suspension, revocation, and addition of limitations and conditions to any work permit;
  6. Investigate and take any actions authorized under this Chapter concerning regulatory action against Card Room Licensees and Permittees;
  7. Perform such other functions and duties and hold such powers as are specifically conferred elsewhere in this Chapter; and
  8. Perform such other functions related to the administration of this Chapter as he or she finds necessary or appropriate.
- C. Notwithstanding the provisions of Section 26(B) of this Chapter, the Card Room Administrator is not authorized to conduct criminal investigations. Criminal investigations shall be conducted separately by the Selma Police Department and not by the Card Room Administrator.

#### **5-25-27 – REGULATIONS.**

- A. The Card Room Administrator is authorized to promulgate all regulations necessary to implement the requirements and fulfill the policies of this Chapter, including, but not limited to the following subjects:
  1. Prescribe license and work permit application and renewal application forms and the scope of information required for licensing and permitting, including, but not limited to fingerprints, photographs, releases for criminal arrest, conviction, and other criminal history information, releases for financial, credit, business, and employment history, and certification of applicant responses under penalty of perjury;



2. Procedures for investigating all applicants for licenses and work permits;
3. Procedures for Card Rooms to accept negotiable instruments from patrons;
4. Procedures for regulatory action on licenses and permits, and for suspension, revocation, renewal, and setting of limitations and conditions on work permits;
5. Procedures for amendments to licenses and permits;
6. Minimum security and surveillance controls by Card Rooms;
7. Minimum internal controls for the effective control of internal Card Room fiscal and operational matters including, but not limited to the safeguarding of assets and revenues and maintenance of reliable records, accounts, and operations;
8. Methods to assess and collect fees, late penalties, and interest;
9. Criteria and procedures for reporting criminal or potential illegal activity on Card Room premises or connected with the operation of a Card Room to the police department; and
10. Define and limit areas of operation of the Card Room and the rules of the controlled games that Card Rooms are permitted to play under this Chapter.
11. Regulations requiring the rules relating to each game allowed at the cardroom, and any other rule relating to the conduct of any game or the conduct of any patron of the cardroom.

- B. All the regulations promulgated by the Card Room Administrator, provisional or final, shall have the force and effect of law.

#### **5-25-28 – VISIBILITY AND INSPECTION OF PREMISES.**

All rooms in which Games are played shall be accessible and visible to all patrons. Licensee shall permit the Card Room Administrator or any City official authorized by the Card Room Administrator to inspect the entire premises of the Card Room, including but not limited to Game areas, administrative areas, security areas, security and surveillance equipment, cash counting rooms, and vaults at any time without a search warrant.

#### **5-25-29 – ACCESS TO RECORDS.**

The Licensee shall allow the Card Room Administrator or his/her designee unrestricted access to inspect, copy, or otherwise remove all books, records, or security and surveillance equipment, video or photographs, personnel records, records and information stored in any medium or system including computers of the Card Room. Certain books and records are confidential and the contents thereof shall not become known except to the Persons charged by law with the administration of the provisions of this Chapter or pursuant to the order of any court of competent jurisdiction. All information obtained pursuant to this Chapter, or any statement or other information filed by Licensee, shall be treated as confidential and shall not be subject to public inspection, unless otherwise authorized or required by law. Notwithstanding, such information may be used in connection with the enforcement of this Chapter. Failure to give the City prompt access to records pursuant to this Section shall constitute grounds for suspension or revocation of the License.

#### **5-25-30 – PATRON SAFETY AND SECURITY PLAN.**

Licensee shall provide and maintain reasonable security on the Card Room premises including the parking area. Licensee shall employ a professional security staff to monitor the activities on the Card Room premises and take all reasonable steps necessary to assure that employees, patrons, and visitors are not involved in criminal activity or victims of criminal activity. The Card Room Administrator and/or Chief of Police shall have the right to require amendments to the patron safety and security plan approved as part of the License application at any time that are, in his or her judgment, necessary to protect the public peace, health, safety, and welfare.

#### **5-25-31 – AUDITS.**

- A. **Monthly Statement of Revenue.** The Licensee shall file with the Finance Director before the fifteenth (15<sup>th</sup>) day of each month for the prior month a statement, under oath, showing the true and correct amount of gross revenue derived from the card game business permitted by the License issued to or held by such Licensee for the preceding month. Such statements shall be accompanied by the payment of the correct amount of License Fee due and owing in accordance with the provisions of this Chapter. A penalty of a percentage of the monthly statement of revenues, as set by resolution, will be due and payable if this report is submitted to the City after the fifteen (15<sup>th</sup>) of each month. The City's acceptance of these payments shall be subject to the City's right to audit the matters reported in the Monthly Statements of Revenue to determine the accuracy of the Monthly Statements of Revenues and the City's right to audit whether or not the correct amount payable to the City has been paid pursuant to the provisions of this Chapter. Such Monthly Statement of Revenue shall be submitted in a format acceptable to the Finance Director. A signed Declaration Certificate shall be attached to each Monthly Statement of Revenue, or included therein, substantially in the following form:



I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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Licensee

- B. The Licensee shall submit to the Card Room Administrator an annual financial statement audit and shall include an Annual Statement of Revenue in the same form as a Monthly Statement of Revenue described in Section 31(A) of this Chapter. The financial statement shall be conducted by an independent certified public accountant licensed to practice in the State of California and shall be acceptable to the Card Room Administrator. The financial statement shall be submitted to the Card Room Administrator within seventy-five (75) days of the end of every calendar year.
- C. The Card Room Administrator may perform such financial compliance reviews and oversight of each Licensee as the Card Room Administrator considers necessary in order to assure that each Licensee is in full compliance with the requirements of this Chapter. The Card Room Administrator is authorized to contract for certified public accountants or other professionals that the Card Room Administrator considers necessary in order to conduct any independent audit or review or any compliance audit or review of Licensee. The Licensee shall bear all reasonable expense of any contractor retained by the Cardroom Administrator, in accordance to the procedures developed by the City Council and set by resolution.
- D. The Card Room Administrator has the right to review and approve any changes to the Licensee accounting and internal control plan approved with the License application before such changes are implemented. The Card Room Administrator shall have the right to require amendments to the accounting and internal control plan at any time that are, in his or her judgment, necessary to protect the public peace, health, safety, and welfare.
- E. All monthly statements of revenue, annual financial statements, or documents submitted, provided to or obtained by the Card Room Administrator or City pursuant to this Section are proprietary information and shall remain confidential and not to be disclosed to any Person, unless otherwise required by law. In the event a request is made from a third party for any information set forth in this Section or for any other information provided on a confidential basis to the City by the Licensee, the City will provide Licensee with reasonable and adequate notice to seek a protection from disclosure by a court of competent jurisdiction.
- F. Failure to comply with the audit provision of this Section 31 shall constitute ground for revocation or suspension of the License.

### **5-25-32 – NONDISCRIMINATION—COMPLIANCE WITH LAWS AND REGULATIONS.**

- A. The Licensee shall not unlawfully discriminate nor permit any unlawful discrimination in connection with the operation of the Card Room, including, but not limited to any unlawful discrimination based upon race, sex, marital status, age, color, creed, religion, national origin, or ancestry.
- B. The Licensee shall use its best efforts to employ as many Persons as reasonably possible who live within the City, who reflect the demographic makeup of the City, and who otherwise satisfy the employment requirements of the Card Room. The Licensee may request the City to use City facilities to obtain employees and shall advertise in publications that are circulated in the general area of the Licensee's location.
- C. The Licensee will from time to time, upon request by the City, furnish to the City reasonable data concerning the nature of the efforts by the Licensee to otherwise comply with this Section.

### **5-25-33 – AMENDMENTS.**

- A. The people of the City reserve the right and power to amend any and all provisions of this Chapter. Any amendment to this Chapter may not violate any provision of State or federal law or the final judgment of a court of competent jurisdiction.
- B. Subject to the exceptions in this Section 33(B), the City Council may, without a vote of the electorate, amend any of the provisions of this Chapter.
  - 1. The City Council may not limit without the vote of the electorate:
    - a. The types of Games in Section 18 of this Chapter; or
    - b. The limits on wagers in Section 19 of this Chapter.
  - 2. The City Council may without the vote of the electorate:
    - a. Increase the number of tables that may be offered in a Card Room or throughout the City as set forth in Section 20 of this Chapter. Any increase in the number of tables must be consistent with State law. The City council has no authority to decrease the number of tables under that Section without the vote of the electorate.

### **5-25-34 – PROHIBITED GAMBLING.**

- A. Except as provided in this Chapter, no Person shall deal, play, carry on, open, cause to be opened, or conduct any Game prohibited by State or federal law.
- B. It is unlawful for any Person, firm, corporation or association, owning, leasing, managing, controlling, or having any interest in any property or premises lying within the City to allow the operation of any Game prohibited by State or federal law on such property or premises.



#### **5-25-35 – RESPONSIBLE GAMBLING PROGRAM FOR EMPLOYEES.**

- A. Each Licensee shall provide to its employees a responsible gambling program that will include, at a minimum, the following elements:
  - 1. An employee assistance program;
  - 2. Mandatory referral of employees who appear to be at risk for compulsive gambling; and
  - 3. Provision of literature to employees on problem gambling and a list of referrals to agencies in the Fresno County Area with programs for problem gamblers.
- B. Each Licensee shall provide the Card Room Administrator with an annual plan for a responsible gambling program that includes the program elements listed in this Section 35 of this Chapter.
- C. No employee of a Card Room Licensee, with the exception of a proposition player, shall play any permissible game during the employee's work hours, including any paid or unpaid breaks in the employee's work hours.
- D. No Licensee shall allow, permit, or suffer any employee of the Licensee, with the exception of proposition player, to play any permissible game during the employee's work hours, including any paid or unpaid breaks in the employee's work hours.
- E. Each Licensee is encouraged to undertake further efforts beyond the minimum responsible gambling program required by this Chapter.

#### **5-25-36 – RESPONSIBLE GAMBLING PROGRAM FOR PATRONS.**

- A. Each Licensee shall make literature on problem or compulsive gambling easily available in locations visible to patrons in the Card Room.
- B. If literature on problem or compulsive gambling is reasonably available in English, Spanish, Vietnamese, Tagalog, Mandarin, and/or Cantonese-Chinese, then the Licensee shall be required to make such literature easily available.
- C. Each Licensee shall participate in any State-required responsible gambling program for patrons and make all required payments to the State to support such programs. The Licensee shall also satisfy any requirements of the Gambling Control Act relating to providing assistance for gambling addictions.

#### **5-25-37 – PATRON DEPOSIT ACCOUNTS AND CREDIT.**

- A. No Licensee, employee, funded player, or otherwise shall:
  - 1. Provide any loan or credit to any patron including offering any loan or credit involving currency, checks, or other negotiable instruments, or any other thing of value or any representation of value.

#### **5-25-38 – NO TRANSFER OF LICENSE.**

The License issued pursuant to this Chapter is not transferrable and may not be sold, transferred or assigned to any person or entity without the prior approval of the City Council and any attempt to sell, transfer or assign the License issued pursuant to this Chapter without obtaining that prior consent of the City Council shall be null and void. Further, no transfer of the License or any interest therein shall occur by operation of any law, including the law relating to decedents and estates, bankruptcy, or corporate law relating to the successors, assigns, merger or acquisition of any entity and no such transfer shall occur by operation of any law until such time as the City Council has approved the transfer. Any transfer, whether voluntary or by operation of law, shall be approved by the Council only after the making of an application for such transfer and the proposed transferee has paid all fees required of an original applicant for issuance of a License under this Chapter.

#### **5-25-39 – ENFORCEMENT.**

Violation of any provision of this Chapter may be enforced in any manner authorized by this Chapter, the Municipal Code, or in law or equity.

#### **5-25-40 – NO VESTED RIGHT.**

This Chapter did not create any vested or other property right of any kind in any Licensee, point holder, employee, person, or entity.

### **SECTION 5. AMENDMENT TO MUNICIPAL CODE TITLE 6, CHAPTER 1, SECTION 13**

Title 6, Chapter 1, Section 13 of the Selma City Code is hereby amended as follows:

“Except as provided in Title 5, Chapter 25 of the Selma Municipal Code, it shall be unlawful for any person to draw, play or conduct, either as an owner, employee or lessee, whether or not for hire, any game played with cards, dice or any other device for money, checks, credit representative of value.”

### **SECTION 6. SEVERABILITY**

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision, or part shall not affect the validity of the remainder. Except for those provisions of this Chapter providing for the payment of License Fees and the allowing of a License for legal gambling and gaming within the City shall not be severable from the other. If the requirements of this Chapter relating to the payment of License Fees are subsequently amended, held to be invalid or unenforceable for any reason by the final judgment of a court of competent jurisdiction or superseded by any statute then this Chapter in its entirety shall thereupon become null and void and the license issued pursuant to this Chapter shall likewise become null and void and any gaming or gambling authorized by this statute within the City shall thereupon become unlawful to the same extent as such activity was unlawful prior to the adoption of this Chapter.



## SECTION 7. EFFECTIVE DATE

This Chapter, and all of the provisions thereof, shall become effective as set forth in Title 5, Chapter 25 of the Selma Municipal Code.

PASSED, APPROVED and ADOPTED this \_\_\_ day of July 2020 by the following vote:

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

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk

**RESOLUTION NO. 2020- \_\_\_\_ R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA CALLING AND GIVING NOTICE OF THE SUBMISSION TO THE ELECTORS OF THE CITY OF SELMA AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 A BALLOT MEASURE PROPOSAL TO ADD CHAPTER 25 TO TITLE 5 OF THE MUNICIPAL CODE REGARDING ISSUANCE OF A LICENSE TO OPERATE A CARDROOM IN COMPLIANCE WITH STATE LAW**

**WHEREAS**, the City of Selma is in the need of additional funding to enhance its ability to provide public safety, street maintenance, recreational programs, and other general public services, to enhance the quality of life of Selma residents; and

**WHEREAS**, many of the existing seventy-three (73) State-licensed cardrooms listed on the Department of Justice's Bureau of Gambling Control's webpage are significant sources of local revenue that can fund staffing, economic development, and public infrastructure projects; and

**WHEREAS**, the State's Gambling Control Act, provisions in the State's Penal Code, the State's regulations and local gambling ordinances provide comprehensive regulatory frameworks so that the Gambling Control Commission, State Department of Justice's Bureau of Gambling Control and local jurisdictions can ensure that legalized gambling in cardrooms is highly regulated and problem gambling is controlled; and

**WHEREAS**, among other regulatory roles: the Gambling Control Commission licenses cardrooms, key employees, and employees on a periodic basis; and the Bureau of Gambling Control performs background checks as part of the Commission's licensing process and authorizes games for play in cardrooms only if they are legal under California law; and

**WHEREAS**, the revenue to the City from a single cardroom license could generate revenue to pay for additional police officers, firefighters, street maintenance, recreational programs, and other general governmental services and programs; and

**WHEREAS**, Business and Professions Code Section 19960(c) requires that the voters of a city must be asked to approve any measure that permits controlled gambling within the city; and

**WHEREAS**, pursuant to California Elections Code Section 9222, the City Council has authority to place propositions on the ballot to be considered at a General Municipal Election; and

**WHEREAS**, the City Council has called a General Municipal Election to be consolidated with the statewide Presidential Election on Tuesday, November 3, 2020; and

**WHEREAS**, the City Council desires to submit to the electors of the City of Selma at the General Municipal Election on Tuesday, November 3, 2020 a ballot measure proposal to add Chapter 25 to Title 5 of the Municipal Code to allow the City to issue a single license to operate a cardroom within the City in compliance with State law.



**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

1. **Record.** The City Council has considered the full record before it, including but not limited to the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. **CEQA.** The proposed City Council action is not a “project” under the California Environmental Quality Act of 1970 (“CEQA”), as amended, and any implementing local or State guidelines. Specifically, the proposed City Council action is not a “project” under CEQA Guidelines Section 15378 because it does not have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The possibility of any indirect physical change in the environment resulting from the City Council’s action is too speculative to require environmental review under CEQA because of (a) the need for State legislation; (b) the need for voter approval; and (c) the need for future environmental discretionary permits to be approved by the City Council. Even if all three (3) of these speculative and necessary prerequisites were to occur, any potential physical changes in the environment would still be subject to CEQA review in connection with the City Council’s consideration of the required discretionary permits.

The proposed City Council action is also exempt from CEQA under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (for the reasons described in the preceding paragraph).

The proposed City Council action is also exempt from CEQA under CEQA Guidelines Section 15273 (Rates, Tolls, Fares and Charges) because the City Council action is to raise revenue for the City of Selma to assist in funding for public safety, capital improvements, recreational programs, and other general governmental services.

3. **Calling Municipal Election and Submission of Ballot Measure.** Pursuant to California Elections Code Section 9222, and any other applicable requirements of the laws of the State of California relating to general law cities, the City Council, hereby calls and orders to be held in the City of Selma on Tuesday, November 3, 2020, a General Municipal Election for the purpose of submitting the proposed Ordinance No. 2020- attached as Exhibit A to this Resolution and incorporated herein by this reference to the qualified electors of the City, the “Measure”, with said election to be held and consolidated with the Presidential Primary Election on Tuesday, March 3, 2020.
  - a. **Ballot Measure.** The ballot measure will be placed on the ballot for the November 3, 2020 election in the following form:

**Shall one licensed gambling establishment in which any controlled games permitted by law, such as draw poker, low- ball poker, panguine (pan), seven-card stud, or other lawful card games or tile games, are played, be allowed in the City of Selma?**

YES	
NO	



- b. **Implementing Ordinance.** The proposed Ordinance No. 2020- attached as Exhibit A, shall appear either in full in the sample ballot pamphlet or by a summary thereof setting forth the matter referred to in California Business and Professions Code Section 19960(c)(2).
  - c. **Availability of Ordinance.** The Proposed Ordinance No. 2020- shall be printed pursuant to California Elections Code Section 9223. Voters may obtain a copy of this Resolution, the Ballot Ordinance and/or ballot measure, at no cost, upon request made to the City Clerk.
- 4. **Election Official.** Pursuant to California Elections Code Section 12111 and California Government Code Section 6061, the City Council hereby requests the Fresno County Registrar of Voters to (a) cause a notice and synopsis of the proposed measure to be published in the Selma Enterprise, a newspaper of general circulation within the City of Selma; and (b) do all other things required by law to submit the specified measure to the electors of the City of Selma at the Special Municipal Election scheduled for November 3, 2020, including causing the full text of the proposed ordinance to be made available in the Office of the City Clerk at no cost and posted on the City website.
  - 5. **Consolidated Election.** Pursuant to the requirements of California Elections Code Section 10403, the Board of Supervisors of the County of Fresno County is hereby requested to consent and agree to the consolidation of the General Municipal Election with the statewide Presidential, and General Election to be held on Tuesday, November 3, 2020 for the purpose of submitting the ballot measure to the voters of the City of Selma. The City of Selma requests the services of the Board of Supervisors of the County of Fresno and the Registrar of Voters of the County of Fresno to conduct said General Municipal Election and to consolidate such election. The Registrar of Voters is requested to provide all necessary election services and to canvass the returns of the General Municipal Election. The City of Selma shall reimburse the County of Fresno for services performed when the election is completed and upon presentation to the City of Selma of a properly approved bill.
  - 6. **Impartial Analysis.** The City Council hereby directs the City Attorney to prepare an impartial analysis of the ballot measure not to exceed five hundred (500) words in accordance with California Elections Code Section 9280.
  - 7. **Arguments in Favor.** Pursuant to California Elections Code Sections 9282-9287, the City Council hereby approves the Mayor and/or designee to prepare and submit a written argument in favor of the proposed ballot measure, not to exceed three hundred (300) words in length, on behalf of the City Council. Such written argument in favor of the proposed measure may include up to five (5) signatures in accordance with California Elections Code Section 9283.
  - 8. **Arguments For and Against; Rebuttals.** Arguments for and against the ballot measure and rebuttal arguments may be filed in accordance with California Elections Code Section 9282-9287, on or before the deadline established by the Fresno County Clerk, Registrar of Voters. The City Council hereby approves the submittal of rebuttal arguments in response to arguments against the ballot measure and authorizes the Mayor to author and submit a rebuttal, if any.



9. **Public Examination Periods.** In accordance with California Elections Code Section 9295 voters may examine the ballot measure, the impartial analysis, the argument for the ballot measure and the argument against the ballot measure and/or any rebuttal in the Office of the City Clerk at 1710 Tucker Street, Selma, California 93662, between the hours of 8:00 a.m. and 5:00 p.m. (PST), Monday through Friday or at the office of the Fresno County Clerk Registrar of Voters during normal business hours or during such dates and times as established by the Registrar of Voters.
10. **Compliance with Law.** In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.
11. **Certified Copy.** The City Council also directs the City Clerk to forward without delay to the Board of Supervisors of the County of Fresno and County Elections Official, each, a certified copy of this Resolution, including the proposed Ordinance No. 2020- attached hereto as Exhibit A.
12. **Miscellaneous.** The City Manager is authorized to make changes to the language of this resolution, including but not limited to the date for submission of arguments for or against the measure, the Measure to be voted on and the attached Ordinance to conform to any requirements of the Fresno County Registrar of Voters that does not alter the substantive terms of these enactments. The City Clerk and City Attorney are authorized to correct or alter any typographical or clerical error in this resolution or the attached proposed ordinance.
13. **Effective.** This Resolution shall take effect upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of July 2020 by the following vote:

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

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk

## MEASURE TO BE VOTED ON

NOTICE IS HEREBY GIVEN that the following Measure is to be voted on at the special municipal election to be held in the City of Selma on Tuesday the 3<sup>rd</sup> day of November 2020.

Measure \_\_\_\_ would add Chapter 25 to Title 5 of the Selma Municipal Code allowing the City to issue a single license to operate one cardroom, or gambling establishment, within the City of Selma at which controlled games permitted by law such as draw poker, low-ball poker, pagueine, seven card stud or other lawful card games are played at a single location within the Commercial Regional Zone (CR) of the City. The State has enacted a temporary moratorium of the establishment of cardrooms in every city of the State so that the measure, if approved by a majority of the voters, would only become effective to allow the licensing of a cardroom in the event the moratorium expires, is repealed, or is amended. In no event, would a cardroom be allowed until January 1, 2021. The operations of the cardroom would be subject to stringent regulations set by an ordinance approved by the voters, including regulations concerning persons who may manage or be employed at the cardroom, security systems, and location of the cardroom. The cardroom would be subject to a licensing fee in a specified percentage of gross revenues of the cardroom payable to the City of Selma, anticipated to be a significant source of local revenue that can be used to fund staffing, infrastructure, public safety and other city services that benefit the residents of the city.

Date: \_\_\_\_\_, 2020

Brandi Orth, Fresno County  
Registrar of Voters

By \_\_\_\_\_  
Elections Official



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

July 6, 2020

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**ITEM NO:**

**5.**

**SUBJECT**

Consideration of a Resolution Calling General Municipal Election for November 3, 2020 on Ballot Measure for Election of Members of the City Council by District of Five Districts and Repealing Ordinance Providing for Election of Members by Four Districts with an Elected Mayor; Second Reading and adoption of Ordinance Providing for Election of Members of the Legislative Body of the City by Districts of Five Districts.

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**RECOMMENDATION:** Staff has no recommendation. The Council has indicated by passing the first reading and introduction of this Ordinance unanimously that it wishes to place the question of the whether the City Council should be elected by district in five districts on the November 3, 2020, ballot. To be placed on the ballot, the adopted Ordinance needs to be provided to the Registrar of Voters with the Resolution ordering the election.

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**DISCUSSION:** A City is allowed under a variety of Election Code and Government Code provisions to pursue a number of alternatives relative to how it forms electoral districts for election of councilmembers. One of those options is provided by Government Code §34871, allowing the legislative body of the City to submit at a municipal election a proposition for adoption of an ordinance providing for the election of members of legislative body in a variety of ways, including by election by district of five districts. A Resolution that would place that proposition on the November 3, 2020 general election ballot is submitted with this report. The City Council previously adopted an Ordinance that establishes by district election for four districts, with an at-large elected mayor. A measure providing for the establishment of five, instead of four districts would, if placed on the ballot, be required under the provisions of Government Code §34871 and Elections Code §9222 to provide for repeal of the Ordinance establishing four districts. These two sections in addition to §34876.5 determine the language of any measure to be presented to the voters and the language of the measure included in the submitted Resolution is the language that is required by statute.

Placing a measure on the ballot for November 3, 2020, is estimated to cost between \$5,000 and \$7,500.

Government Code §34876.5 provides that if the proposition is approved by a majority of the voters, members of the legislative body begin to be elected in the manner approved by the voters (in five districts) at the first election following the approval of district boundaries. When an ordinance is passed by the voters pursuant to §34871, as opposed to adopted by ordinance by the City Council under §34886 of the Government Code, the proposition is presented to the voters without a district map and the law requires that the City Council prepare and adopt a map that defines the boundaries of the five districts approved by the



voters. In approving the district boundary map, the Council is required to adhere to the process provided for by Elections Code §10010.

If the City Council decides to place this proposition on the ballot for November 3, 2020, and the voters approve the five district method of election, the election that occurs in November 2020 will not be affected by that approval because to be effective, the voter approved five district method of election requires the City council to establish the boundary map for those districts after the election and the voters approval of the proposition. In other words, the change to five districts if approved by the voters only takes effect when the City Council approves a map of the five districts, which it can only do if the voters were to approve the proposition. Once a person is elected, his or her tenure on the Council in the position he or she occupies would be governed for their entire term by the provisions of the Ordinance establishing four districts and an elected mayor method of election. Beginning in 2022, if this measure is adopted the voters will elect three persons to three of the five districts.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
Estimated between \$5,000 and \$7,500.		Estimated between \$5,000 and \$7,500.
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: General Fund  Fund Balance: Varying		None foreseen

**RECOMMENDATION:** Staff has no recommendation. The Council has indicated by passing the first reading and introduction of this Ordinance unanimously that it wishes to place the question of the whether the City Council should be elected by district in five districts on the November 3, 2020, ballot. To be placed on the ballot, the adopted Ordinance needs to be provided to the Registrar of Voters with the Resolution ordering the election.

\_\_\_\_\_/s/  
Neal E. Costanzo, Special Counsel

\_\_\_\_\_  
07/02/2020  
Date

\_\_\_\_\_/s/  
Teresa Gallavan, City Manager

\_\_\_\_\_  
07/02/2020  
Date



ORDINANCE NO. 2020 – \_\_

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, CONTINGENT UPON SUBMISSIONS TO AND APPROVAL OF THE ELECTORS, AMENDING CHAPTER 11 (ELECTIONS) OF TITLE 1 (ADMINISTRATIVE) OF THE CITY OF SELMA MUNICIPAL CODE, TO ESTABLISH THE ELECTION OF MEMBERS OF THE CITY COUNCIL BY FIVE DISTRICTS**

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**WHEREAS**, the City formerly elected its five (5) City Councilmembers using an at-large election system, whereby candidates may reside in any part of the City, and each City Councilmember is elected by the voters of the entire City; and

**WHEREAS**, California Government Code Section 34886 permits the City Council of a city to change its method of election by ordinance to, among others, a “by-district” system consisting of four districts in which four of the members of the City Council are elected only by the voters in the district in which the candidate resides and an elective Mayor of the City of Selma is elected on a city-wide basis by the voters of the entire City and the City Council has adopted an Ordinance, No. 2019-8, providing for the election of City Councilmembers by four districts with an at-large elective Mayor and the election on November 3, 2020, will be for election of an elective Mayor at-large and two by-district City Council members; and

**WHEREAS**, the City Council desires to allow the voters of the City to determine whether the City Council members shall continue to be elected from four districts and the Mayor of the City of Selma elected on a city-wide basis the voters of the entire City; or whether the Ordinance No. 2019-8, should be repealed and replaced with an ordinance requiring all five members of the City Council to be elected by a by-district system in which each member of the City Council is elected only by the voters in the district in which the candidate resides beginning with the election on November 2022; and

**WHEREAS**, this Ordinance shall be effective if, but only if a majority of the voters voting on the proposed Ordinance at a General Election vote in its favor.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES ORDAIN, SUBJECT TO THE APPROVAL OF A MAJORITY OF THE VOTERS VOTING IN FAVOR OF THIS PROPOSED ORDINANCE AS FOLLOWS:**

**SECTION 1.** The facts set forth in the foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2. Amendment of Municipal Code.** If approved by the voters, Chapter 11 (Elections) of Title 1 (Administrative) of the City of Selma Municipal Code is hereby amended to read in its entirety as follows:

“1-11-1 City Council Elections. The general election laws of the State shall be made applicable and shall be observed in all Municipal elections, general or special, held in the City.

“1-11-2 Declaration of Purpose. The City Council of the City of Selma hereby declares that the change of method of electing members of this Council hereby enacted is being made in furtherance of the California Voting Rights Act of 2001.

“1-11-3 City Council Districts Established. Five City Council districts are hereby established in the City of Selma. The boundaries and identifying number of each district shall be as described in a Council District Map to be approved by the City Council in accordance with Elections Code §10010.

“1-11-4 Election of Members of the City Council by District.

“a. Following the effective date of this ordinance and upon the commencement of “by district” elections in the order established in Section 1-11-5 of this Code, Members of the City Council shall be elected “by District” as defined in California Government Code Section 34871 or any successor statute. No term of any Member of the City Council that commenced prior to the effective date of this Ordinance shall be affected by the adoption of this Ordinance.

“b. Registered voters signing nomination papers or voting for a Member of the City Council shall be residents of the geographical area making up the district from which the Member is to be elected.

“c. The terms of the office of each Member elected to the City council shall remain four (4) years.

“1-11-5 Commencement of District Elections. Commencing with the general municipal election in November of 2022 and thereafter, the voters in three districts as defined and identified by the Council District Map adopted by the City Council shall elect Members of the City Council by district for full four (4) year terms. At the general municipal election in November 8, 2024, and thereafter, the voters in two such districts shall elect Members of the City Council by district for full four (4) year terms.

“Pursuant to Elections Code Section 21606, the term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which he or she was elected.”



**Section 3. Clerical Errors.** The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular number and incorrect section references.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Selma hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

**Section 5. Effective Date.** Pursuant to the provisions of Government Code Section 36937(a), this Ordinance shall take effect immediately upon its adoption.

**Section 6. Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of July 2020, by the following vote:

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:  
ABSTAIN: COUNCILMEMBER:

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

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

**RESOLUTION NO. 2020 – \_\_\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA CALLING AND GIVING NOTICE OF THE SUBMISSION TO THE ELECTORS OF THE CITY OF SELMA AT THE GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 3, 2020, A BALLOT MEASURE PROVIDING FOR THE ELECTION OF MEMBERS OF THE LEGISLATIVE BODY OF THE CITY OF SELMA BY DISTRICTS OF FIVE DISTRICTS AND REPEALING ORDINANCE NO. 2019-8 ADOPTED BY THE CITY COUNCIL PROVIDING FOR THE ELECTION OF MEMBERS OF THE LEGISLATIVE BODY BY DISTRICTS OF FOUR DISTRICTS WITH AN ELECTED MAYOR TO BE ELECTED ON A CITY-WIDE BASIS BY THE VOTERS OF THE ENTIRE CITY**

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**WHEREAS**, Government Code §34871 allows the legislative body of a city at any municipal election to submit to the registered voters an ordinance providing for the election of members of the legislative body in alternative ways including by elections by districts of five districts and, as used therein, the term “by districts” means and refers to the election of members of the legislative body by voters of the district alone of members of the legislative body who are residents of the district from which they are elected by the voters;

**WHEREAS**, on December 2, 2019, the legislative body, the City Council of the City of Selma adopted Ordinance No. 2019-8 which requires the members of the legislative body to be elected by district of four districts with an elected mayor to be elected on a city-wide basis by the voters of the entire city; and

**WHEREAS**, Elections Code §9200 provides that ordinances may enacted by or for an incorporated city pursuant to the provisions of Article 1 of Chapter 3 of Division 9 of that Code and §9222 of the Elections Code allows the legislative body of the City to submit to the voters, a proposition for the repeal, amendment or enactment of any ordinance to be voted on at any succeeding regular or special City election and if the proposition submitted receives a majority of the votes cast at the election, the ordinance shall be repealed, amended or enacted accordingly. Such propositions must be submitted to the Fresno County Clerk Registrar of Voters by ordinance or by resolution and the election thereon is to be held not less than eighty-eight (88) days prior to the date of the election; and

**WHEREAS**, when an ordinance for election of councilmembers is submitted to the voters pursuant to Government Code §39871 is to be submitted to the voters on the ballots in substantially the form in which it appears in §34876.5. If a majority of the voters voting on the proposed ordinance vote in favor of it, members of the legislative body shall be elected in the manner approved by the voters beginning at the first election following approval of the district boundaries. When the ordinance is passed by the voters pursuant to §34876.5, the legislative body shall, after the election prepare and adopt a map that describes the boundaries and numbers of districts for the legislative body; and

**WHEREAS**, the City Council desires to allow the voters to decide whether the legislative body, the City Council of the City of Selma shall be elected by district of five districts; or, whether election of members of the legislative body shall be by districts of four districts with an elective mayor to be



elected on a City-wide basis by the voters of the entire City.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

**Section 1**      Incorporation of Recitals.

The forgoing recitals are true and correct and are incorporated by reference.

**Section 2**      Calling Municipal Election. Pursuant to California Elections Code §9222 and Government Code §34871 the City Council of the City of Selma hereby orders and calls a Municipal Election to be held in the City of Selma on Tuesday, November 3, 2020 for the purpose of submitting the Proposed Ordinance No. 2020-\_\_\_\_ attached as Exhibit A to this Resolution and incorporated by this reference to the qualified electors of the City, with said election to be held and consolidated with the Presidential Election on Tuesday, November 3, 2020. The full text of the Ordinance No. 2020-\_\_\_\_, attached to this Resolution as Exhibit A shall be made available to the voters upon request made to the City Clerk. The measure to be submitted to the voters shall appear and be printed on the ballot as follows:

Proposition \_\_\_\_; City of Selma By-District Election Measure

Shall Ordinance No. 2019-8, providing for the legislative body of the City of Selma to be elected by districts in four districts with an elective mayor to be elected by the voters of the entire City be repealed and replaced by an ordinance requiring the members of the legislative body of the City of Selma be elected by five districts?

YES \_\_\_\_\_

NO \_\_\_\_\_

**Section 3**      Introduction/Adoption of Ordinance. The City Council approved the introduction of Ordinance 2020-\_\_\_\_, an ordinance amending Chapter 11 (Elections) of Title 1 (Administrative) of the City of Selma Municipal Code to establish election of members of the City Council by five districts on June 15, 2020. The City conducted a duly noticed public hearing on Ordinance No. 2020-\_\_\_\_ on July 6, 2020, voted, by majority, to waive the Second Reading and adopt said Ordinance on July 6, 2020. The said ordinance provides and it shall not take effect unless and until approved by a vote of at least a majority of the voters voting on the question at the General Municipal Election on November 3, 2020.

**Section 4**      Impartial Analysis. The City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code §9280.

**Section 5**      Requesting Fresno County to Render Election Services: The Board of Supervisors of Fresno County is hereby requested to permit the County Registrar of Voters to render services to the City of Parlier related to the conduct of the November 3, 2020, General Municipal Election as follows:

- A. Distribute and file all papers submitted in connection with the proposed ordinance.
- B. Make all required publications.
- C. Prepare, print and mail to the qualified electors of the City of Parlier sample ballots and voter pamphlets. Full text of the ballot measure will be made available upon request at the Parlier City Clerk's Office.
- D. Provide vote by mail ballots for said municipal election for use by the qualified electors who may be entitled to vote by mail ballots in the matter provided by law.
- E. Order consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
- F. Conduct and canvas the returns of the election and certify the votes cast for the proposed measure.
- G. Receive and process vote by mail voter applications.
- H. Prepare, print and deliver to the polling place supplies, including the official ballots and a receipt for said supplies.
- I. Recount votes, if requested in accordance with State law.
- J. Conduct all election duties in accordance with the Voters' Rights Act of 1975.
- K. Perform all other pertinent services required to perform said election other than requirements of the Fair Political Practices Commission; said Fair Political Practices Commission requirements to be performed by the City Clerk.

**Section 6** Miscellaneous. The Fresno County Registrar of Voters is requested to consolidate the special election with the election of any other jurisdiction. The City of Selma agrees to and shall pay the bill for the services performed by the Registrar of Voters of Fresno County. The City Manager or Acting City Manager is authorized to make changes to the language of this resolution, the measure, and the attached ordinance to conform to any requirement of the Fresno County Registrar of Voters, that does not alter the substantive terms of those enactments.

The City Clerk is hereby authorized and directed to transmit certified copies of this resolution to the Board of Supervisors and to the County Registrar of Voters. The City Clerk and City Attorney are hereby authorized to correct or revise the language of this Resolution and the attached Ordinance to correct any typographical, grammatical or other errors contained herein.

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The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 6th day of July 2020 by the following vote, to wit:



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

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk

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

July 6, 2020

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**ITEM NO:**     **6.**

**SUBJECT:**    Consideration of a Resolution Confirming the Report of Annual Refuse Collection Charges to be Added to the 2020-2021 Fresno County Property Tax Roll and Adopting Proposed Increase in Rates for Solid Waste Collection, Disposal, and Recycling Services

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**RECOMMENDATION:** Council to Adopt Resolution Confirming Report of Annual Refuse Collection to be Added to the 2020-2021 Property Tax Roll and Approving Proposed Increase in Rates for Solid Waste Collection, Disposal, and Recycling Services.

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**DISCUSSION:** The Proposed Resolution is the last of a series of actions the Council is taking to increase rates charges for solid waste collection, disposal, and recycling services (Solid Waste Service) in the City of Selma by Waste Management, Inc. for the City of Selma under a Solid Waste Franchise Agreement. The first action was taken on April 20, 2020, at which the City Council increased the commercial and residential rates by 2.15% as a contractually mandated Consumer Price Index (CPI) increase. The second was to add a series of charges for identifiable sized bins adding charges for specific bins that were already authorized under the current rate structure but which are now explicitly included in the rate schedule. This Resolution confirms and approves the proposed rate increases of 3.42% for all commercial and residential accounts.

Before raising the rates, the City Council is required to, and did, issue a Notice under Proposition 218 giving the rate payers notice of the proposed rate increase and the opportunity to protest that increase. If the City receives a written protest from a majority of the parcels that are subject to paying the fee the rate increase is not allowed. Staff has tallied the written protests received to date, and a majority protest from the owners of a majority of the parcels subject to the 3.42% rate increase has not been received. Council is required to accept written protest up to and including the time of the public hearing. Assuming a sufficient number of additional protests are not received to comprise a majority of the owner of parcels subject to the fee, Council may adopt the Resolution approving the rate increase in addition to the Report on file with the Clerk which identifies the charges against each parcel for solid waste services so that the Report may be provided to the Fresno County Controller/Tax Collector and placed on the tax rolls for collection, as to the vast majority of the residential accounts. The rate increase provided for, 3.42%, is necessary to cover increased costs to Waste Management of disposing of solid waste collected throughout the City of Selma.



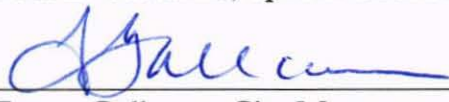
<b><u>COST:</u></b> (Enter cost of item to be purchased)		<b><u>BUDGET IMPACT</u></b> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
None		None
<b><u>FUNDING:</u></b> (Enter the funding source for this item – if fund exists, enter the balance in the fund).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

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**RECOMMENDATION:** Council to Adopt Resolution Confirming Report of Annual Refuse Collection to be Added to the 2020-2021 Property Tax Roll and Approving Proposed Increase in Rates for Solid Waste Collection, Disposal, and Recycling Services.


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/s/ \_\_\_\_\_  
Neal E. Costanzo, Special Counsel

  
Teresa Gallavan, City Manager

**07022020**

\_\_\_\_\_  
Date

  
Date

**RESOLUTION NO. 2020-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SELMA CONFIRMING THE REPORT OF ANNUAL REFUSE COLLECTION  
CHARGES TO BE ADDED TO 2020-2021 FRESNO COUNTY TAX ROLL AND  
ADOPTING PROPOSED INCREASE IN RATES FOR SOLID WASTE COLLECTIONS,  
DISPOSAL AND RECYCLING SERVICES**

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**WHEREAS**, pursuant to the provisions of Proposition 218 (California Constitution Article XIID, Section 6), the City of Selma provided Notice of a Public Hearing on Proposed Increases in rates for Solid Waste Collection, Disposal, and Recycling services furnished for the City and to hear and consider objections and protests to the proposed increase; and

**WHEREAS**, the public hearing on the proposed increase in rates for Solid Waste Collection, Disposal, and Recycling services furnished to the City was conducted, as noticed, on July 6, 2020, at which the time the City Council heard and considered all objections and received and tallied all written protests to the proposed rate increases, all in accordance with Proposition 218; and

**WHEREAS**, having heard and considered the objections and protests to the proposed rate increase and having determined that sufficient written protest against the proposed water rates were not presented by a majority of the record owners of or persons receiving service for the parcel subject to the proposed increased Solid Waste Collection, Disposal, and Recycling rates, at the close of the protest hearing, the City Council approved the Solid Waste Collection, Disposal, and Recycling rate increases, as proposed, to be effective commencing July 1, 2020.

**WHEREAS**, Health and Safety Code §5473 provides that the City may elect, by resolution, and the City has elected by resolution to have solid waste and recycling services collected on the tax roll and a written report containing a description of each parcel of real property receiving such services and the amount of the charge for each parcel, which includes the proposed rate increases for these services that are the subject of the aforementioned notice under proposition 218 in addition to the 2.15% Consumer Price Index (CPI) increase prescribed by the Solid Waste, Green Waste and Recycling Collection and Services Contract with Waste Management which provides these services for the City has been filed with the City Clerk (the "Report").

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



1. The foregoing recitals are true and correct and incorporated herein by this reference as though fully set forth at this point.
2. The amounts of rates for Solid Waste Collection, Disposal, and Recycling services provided by Waste Management by Franchise Agreement with the City are increased as proposed in the aforementioned notice of the proposed rate increases beginning July 1, 2020 so that rates for all such services shall be increased by 3.42%.
3. No protest to the Report or to the Notice of increased rates was made by a majority of the owners of the separate parcels described in the Report or in the Notice.
4. The City Council approves and adopts the Report and confirms and approves the charges therein.
5. The charges set forth in the Report shall be filed with Fresno County Auditor Controller /Tax Collector / Treasurer and said charges shall be collected on the property tax roll in accordance with state law.
6. The City Clerk is hereby directed to file this Resolution and the Report, a copy which is attached and incorporated by reference as Exhibit A with the Fresno County Auditor Controller /Treasurer/Tax Collector.

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The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 6<sup>th</sup> of July 2020 by the following vote:

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

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

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

## City of Selma Rate Sheet

### Residential

Service Type	Rate, July 1, 2019	2020 Recycling Blended Special Interim Rate Adjustment	2020 Rate Increase July 1, 2020, 75% of CPI-U Only	2020 Combined Rate Increase July 1, 2020, 75% of CPI + Recycling
Standard Service offering - 3 96-gallon carts (trash, recycling, greenwaste)	3.58% \$32.24	3.42% \$33.34	2.15% \$32.93	5.57% \$34.04
2010 Senior Discount	\$1.00	\$1.00	\$1.00	\$1.00
Extra Trash Cart	3.58% \$28.24	3.42% \$29.21	2.15% \$28.85	5.57% \$29.82
Extra Green Waste Cart	3.58% \$9.86	3.42% \$10.20	2.15% \$10.07	5.57% \$10.42
Extra Pick Up per Cart	3.58% \$9.86	3.42% \$10.20	2.15% \$10.07	5.57% \$10.42

### Commercial

Service Level	Monthly Fee	Monthly Fee	Monthly Fee	Monthly Fee
1 Commercial Can, 1x/wk	3.58% \$36.24	3.42% \$37.48	2.15% \$37.02	5.57% \$38.26
2 Commercial Can, 1x/wk	3.58% \$70.34	3.42% \$72.75	2.15% \$71.85	5.57% \$74.26
3 Commercial Can, 1x/wk	3.58% \$104.44	3.42% \$108.01	2.15% \$106.69	5.57% \$110.26
4 Commercial Can, 1x/wk	3.58% \$139.60	3.42% \$144.37	2.15% \$142.60	5.57% \$147.38
1.5 YD 1X/WK	3.58% \$101.24	3.42% \$104.70	2.15% \$103.42	5.57% \$106.88
1.5 YD 2X/WK	3.58% \$180.10	3.42% \$186.26	2.15% \$183.97	5.57% \$190.13
2 YD 1X/WK	3.58% \$123.62	3.42% \$127.85	2.15% \$126.28	5.57% \$130.51
2 YD 2X/WK	3.58% \$216.32	3.42% \$223.72	2.15% \$220.97	5.57% \$228.37
3 YD 1X/WK	3.58% \$166.24	3.42% \$171.93	2.15% \$169.81	5.57% \$175.50
3 YD 2X/WK	3.58% \$277.08	3.42% \$286.56	2.15% \$283.04	5.57% \$292.51
3 YD 3X/WK	3.58% \$390.02	3.42% \$403.36	2.15% \$398.41	5.57% \$411.74
3 YD 4X/WK	3.58% \$546.68	3.42% \$565.38	2.15% \$558.43	5.57% \$577.13
3 YD 5X/WK	3.58% \$661.76	3.42% \$684.39	2.15% \$675.99	5.57% \$698.62
4 YD 1X/WK	3.58% \$211.00	3.42% \$218.22	2.15% \$215.54	5.57% \$222.75
4 YD 2X/WK	3.58% \$406.02	3.42% \$419.91	2.15% \$414.75	5.57% \$428.64
4 YD 3X/WK	3.58% \$602.08	3.42% \$622.67	2.15% \$615.02	5.57% \$635.62
4 YD 4X/WK	3.58% \$798.18	3.42% \$825.48	2.15% \$815.34	5.57% \$842.64
6 YD 1X/WK	3.58% \$246.18	3.42% \$254.60	2.15% \$251.47	5.57% \$259.89
6 YD 2X/WK	3.58% \$463.56	3.42% \$479.41	2.15% \$473.53	5.57% \$489.38
6 YD 3X/WK	3.58% \$668.16	3.42% \$691.01	2.15% \$682.53	5.57% \$705.38
6 YD 4X/WK	3.58% \$896.20	3.42% \$926.85	2.15% \$915.47	5.57% \$946.12
6 YD 5X/WK	3.58% \$1,058.18	3.42% \$1,094.37	2.15% \$1,080.93	5.57% \$1,117.12
6 YD 6X/WK	3.58% \$1,268.12	3.42% \$1,311.49	2.15% \$1,295.38	5.57% \$1,338.75
4 YD 1X/WK COMPACTOR	3.58% \$416.68	3.42% \$430.93	2.15% \$425.64	5.57% \$439.89
4 YD 3X/WK COMPACTOR	3.58% \$1,011.28	3.42% \$1,045.87	2.15% \$1,033.02	5.57% \$1,067.61

### Short Term and Special Bins (7-day use)

4 YD one-time trash bin	3.58% \$154.52	3.42% \$159.80	2.15% \$157.84	5.57% \$163.13
20 YD trash including up to 3 tons	2.44% \$436.30	0.00% \$436.30	2.15% \$445.68	2.15% \$445.68
30 YD trash including up to 4 tons	2.44% \$519.54	0.00% \$519.54	2.15% \$530.71	2.15% \$530.71
40 YD trash including up to 5 tons	2.44% \$597.54	0.00% \$597.54	2.15% \$610.39	2.15% \$610.39
Charge for every trash ton over included Basic	2.44% \$52.68	0.00% \$52.68	2.15% \$53.81	2.15% \$53.81
10YD recycling up to 1 tons				\$304.66
20YD recycling up to 1.5 tons				\$331.43
30YD recycling up to 2 tons				\$359.21
40YD recycling up to 3 tons				\$388.10
Charge for every recycling ton over 3 tons				\$55.81
4 YD Daily charge for over 7-day use	2.44% \$10.54	0.00% \$10.54	2.15% \$10.77	2.15% \$10.77
Roll-Off Daily charge for over 7-day use	2.44% \$20.02	0.00% \$20.02	2.15% \$20.45	2.15% \$20.45
40 YD Green Waste including up to 5 tons				\$476.27
Charge for every green waste ton over 5 tons				\$36.93
40 YD Wood Only, includes all tons	2.96% \$307.20	0.00% \$307.20	2.15% \$313.80	2.15% \$313.80
57 YD Wood Only, includes all tons	2.96% \$368.62	0.00% \$368.62	2.15% \$376.55	2.15% \$376.55
15 YD Construction & Demolition (1/2 full only)				\$514.77
20 YD Clean Concrete Only (1/2 full only)	2.82% \$245.40	0.00% \$245.40	0.00% \$245.40	2.15% \$250.68

### Portable Restrooms

Single Unit Restroom, up to one month use	3.58% \$98.04	0.00% \$98.04	2.15% \$100.15	2.15% \$100.15
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### Commercial Organics Rate

96 Gallon 1X/WK	2.87% \$20.16	0.00% \$20.16	2.15% \$20.59	2.15% \$20.59
96 Gallon 2X/WK	2.87% \$40.10	0.00% \$40.10	2.15% \$40.96	2.15% \$40.96
96 Gallon 3X/WK	2.87% \$60.48	0.00% \$60.48	2.15% \$61.78	2.15% \$61.78
1.5 yd 1X/WK	2.87% \$120.16	0.00% \$120.16	2.15% \$122.74	2.15% \$122.74
1.5 yd 2X/WK	2.87% \$240.32	0.00% \$240.32	2.15% \$245.49	2.15% \$245.49
1.5 yd 3X/WK	2.87% \$360.46	0.00% \$360.46	2.15% \$368.21	2.15% \$368.21
3 yd 1X/WK	2.87% \$172.40	0.00% \$172.40	2.15% \$176.11	2.15% \$176.11
3 yd 2X/WK	2.87% \$344.78	0.00% \$344.78	2.15% \$352.19	2.15% \$352.19
3 yd 3X/WK	2.87% \$517.18	0.00% \$517.18	2.15% \$528.30	2.15% \$528.30

### Commercial Overage Charges (per instance)

1.5 Yard	3.58% \$44.34	0.00% \$44.34	2.15% \$45.09	2.15% \$45.09
2 Yard	3.58% \$53.12	0.00% \$53.12	2.15% \$54.26	2.15% \$54.26
3 Yard	3.58% \$87.86	0.00% \$87.86	2.15% \$89.75	2.15% \$89.75
4 Yard	3.58% \$105.64	0.00% \$105.64	2.15% \$107.91	2.15% \$107.91
6 Yard	3.58% \$128.56	0.00% \$128.56	2.15% \$131.32	2.15% \$131.32



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

July 6, 2020

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**ITEM NO:**     **7.**

**SUBJECT:**   Consideration and Necessary Action of Resolution Approving Rate Increase for Zone No.11 of Landscaping Lighting and Maintenance District No.1 (LLMD), approving Engineer's Report Identifying the Assessments and the Property Against which it is Assessed within the LLMD and Directing Collection thereof by Placement of the Assessment on the 2020-2021 Fresno County Tax Roll

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**RECOMMENDATION:** Adopt Resolution Approving Rate Increase for Zone No.11 Within LLMD No.1 and Engineer's Report and Placement of Assessments on Fresno County Tax Roll for Collection.

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**DISCUSSION:**

At its meeting on June 15, 2020, the City Council approved a Resolution Adopting and approving an Engineer's Report setting the amount of assessments within LLMD No.1 and setting a hearing for today's date on those assessments and approval of the Engineer's Report. In addition, at least forty-five (45) days prior to this date, property owners within the one Zone (No.11) (Royal County Estates), were provided with a Notice in accordance with Government Code §58753 of the proposed rate increase within that zone and the Engineer's Report incorporates those increases. Staff has tallied the written protests and assessment ballots relating to the proposed rate increase in Zone No.11 (Royal County Estates) and the written protests received in response to this Council's adoption of the Resolution of intention to approve the Engineer's Report and collect the assessments in the LLMD by placing the same on the Fresno County Tax Rolls for 2020-2021 and there is no majority protest. The total amount assessed within the LLMD is \$206,579.42. The annual rate per parcel for property within Royal County Estates (Zone No.11) increased from \$156.60 to \$190.12 per parcel.

Having given the appropriate and legally required Notices of its Intention to do so, the City Council is being requested to approve the proposed rate increase for Zone No.11 and to approve the levy and collection of the annual assessments for the LLMD No.1 as reflected by the Engineer's Report and direct that the Engineer's Report be provided to Fresno County Auditor-Controller/Tax Collector for placement on the 2020-2021 Tax Roll.

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

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**RECOMMENDATION:** Adopt Resolution Approving Rate Increase for Zone No.11 Within LLMD No.1 and Engineer's Report and Placement of Assessments on Fresno County Tax Roll for Collection.

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/s/

Neal E. Costanzo, Special Counsel



Teresa Gallavan, City Manager

**07022020**

Date

7-2-20

Date



**RESOLUTION NO. 2020-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
CONFIRMING THE ENGINEER'S REPORT OF ASSESSMENTS FOR SERVICES  
RENDERED IN LANDSCAPING, LIGHTING AND MAINTENANCE DISTRICT  
(LLMD) No.1 AND DIRECTING THE COLLECTION OF ASSESSMENTS TO BE  
ADDED TO THE 2020-2021 FRESNO COUNTY TAX ROLL AND APPROVING  
PROPOSED INCREASE IN ASSESSMENTS FOR  
ZONE No.11 (ROYAL COUNTRY ESTATES) OF LLMD No.1**

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**WHEREAS**, at least forty-five (45) days prior to the date of this Resolution, each property owner within Zone No.11 ( Royal County Estates) of LLMD No.1 was provided with a mailed Notice of Public Hearing on proposed increases in the assessments for Zone No.11 of LLMD No.1 together with an assessment of ballot and the opportunity to protest, by returning the assessment ballot to the City of Selma prior or at the time of the Noticed Public Hearing set for this date and time all in accordance with Government Code §53753; and

**WHEREAS**, on June 15, 2020, this Council adopted a Resolution approving the preliminary Engineer's Report and declaring it's intention to levy and collect the annual assessment for services rendered in LLMD No.1 and providing Notice of a Public Hearing on the proposed assessments in the Engineer's Report, ("Report") setting that Hearing for this date and time; and

**WHEREAS**, the Public Hearing on the proposed increase in rates for Zone No.11 of LLMD No.1 and approval of the assessment for collection by placement on the 2020-2021 Regular Tax Roll came on as Noticed for Hearing on July 6, 2020, at which time the City Council heard and considered all objections and received and tallied all written protests and assessment ballots protesting the proposed rate increase in Zone No.11 and/or the placement of the proposed assessments for LLMD No.1 on the 2020-2021 Tax Roll; and

**WHEREAS**, having heard and considered the objections and protests to the proposed rate increase and the placement of the proposed assessments on the 2020-2021 Tax Roll and having determined that a sufficient written protest against the proposed rate increase or the placement of assessments on the aforementioned tax rolls was not presented by a majority of records owners of or persons receiving service for the parcel subject to the proposed increase or the placement of assessments on the 2020-2021 Tax Rolls for collection, at the close of the protest hearing, the City Council approved the proposed rate increase for Zone No.11 and the placement of the charges set forth in the Engineer's Report to be collected on the Property Tax Roll in accordance with state law.

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

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. The proposed rate increases for Zone No.11 (Royal County Estates) within LLMD No.1 as reflected by the Notice provided to property owners and by the Engineer's Report are approved.
3. The charges set forth in the Report of the Engineer, including the increased rates for Zone No.11 of LLMD No.1 shall be filed with the Fresno County Auditor-Controller/Tax Collector and said charges shall be collected on the Property Tax Roll all in accordance with Streets and Highways Code §22624.
4. The Report, on file with the City Clerk, has been presented to the City Council and is adopted and approved. Reference is made to the Report for a full and detailed description of the improvement, the boundaries of the District, the zones therein, the proposed assessments for fiscal year 2020-2021 and approved rate increases for Zone No.11 within LLMD No.1.

\*\*\*\*\*

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 6<sup>th</sup> of July 2020 by the following vote:

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

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

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



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ITEM NO: 8.

**SUBJECT:** Consideration of a Resolution Approving and Authorizing the City Manager to Execute Energy Service Contract with ENGIE Services U.S. and to Secure Financing for Energy Program

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**RECOMMENDATION:** Provide direction on financing options. If moving forward with CEC financing, authorize City Manager and City Attorney to amend Energy Service Contract adding terms outlined in this staff report; Approve Resolution Authorizing City Manager to execute Energy Service Contract with ENGIE Services U.S. and Finance Agreements necessary to secure funding for project.

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**DISCUSSION:** On September 4, 2018, Council authorized entering into an Agreement for Services with ENGIE Services U.S. to perform an integrated energy assessment. This assessment evaluated buildings, parks, and streetlights to purpose items such as solar panels, LED lighting, and more. From this assessment, ENGIE Services U.S. identified measures the City could utilize to reduce energy cost at the following locations:

Facility	Energy Measures To Be Assessed:
Selma Arts Center	LED lighting
Berry Park	LED lighting
Brentlinger Park	Solar, LED lighting
City Hall	Solar, LED lighting, EV charging
Fire Administration Building	LED lighting
Fire Department Station 1	LED lighting
Fire Department Station 2	LED lighting
Maintenance Yard	LED lighting
Ringo Park	LED lighting
Salazar Community Center	LED lighting
Selma Senior Center	LED lighting
Shafer Park	Solar, LED lighting

To install these energy measures a contract with ENGIE Services U.S. will need to be executed in the amount of \$1,501,132. This contract includes the following scope of work:

- Provide installation of solar photovoltaic (PV) systems at three facilities,
- Install new or retrofit lighting fixtures at twelve locations, and
- Provide, install and configure two (2) EV-Box Open Charge Point Protocol (OCPP) B2323-65063-EVC-04 Dual Ports, EV-connect Networked EVC stations or equivalent.

In addition, ENGIE Services U.S. will perform measurement and verification services (M&V Services) to guarantee saving for 20 years. For any measurement period in which there is a guarantee shortfall, ENGIE Services U.S. will pay Selma within thirty (30) calendar days after the acceptance by Selma of the Energy Savings Report for such measurement period, the guarantee payment for that period. If there are additional savings above the guaranteed amount in prior years, the accumulated savings amount could be utilized to offset shortfalls in future years. The guaranteed savings and period contracted amounts are as follows:

<b>Measurement Period</b>	<b>Guaranteed Savings</b>
1	\$95,009
2	\$99,414
3	\$104,024
4	\$108,848
5	\$113,897
6	\$119,180
7	\$124,709
8	\$130,496
9	\$136,551
10	\$142,889
11	\$149,521
12	\$156,462
13	\$163,726
14	\$171,329
15	\$179,285
16	\$187,612
17	\$196,326
18	\$205,447
19	\$214,992
20	\$224,983

Over the projected project life of 30 years, it is estimated that \$3,090,842 will be generated in net savings. This factors in lease payments, measurement and verification cost (first five years only), and solar operations and maintenance cost.

Due to the cost of this project, the City will need to finance the full \$1.5 million via a general fund lease obligation. A majority of energy savings will be captured in the general fund to offset the annual lease payments, but the Streets and Arts Funds will recognize small savings as well. The estimated lease payments will range from year to year for the term of 19 to 20 years to establish a positive cash flow each year. The Finance Department issued Requests For Proposals (RFP) on April 27, 2020 to capture the best interest rate for the requested term. The City received three terms sheets and concluded Sterling National Bank's proposal met the terms and rate best for the project. The proposed lease/purchase agreement is an item of regular business on this agenda contingent upon the Council's approval of the energy service contract with ENGIE.



At the June 15<sup>th</sup> meeting, Council directed staff to evaluate as a financing option the California Energy Commission (CEC) Energy Conservation Assistance Act Low Interest Loan program. This loan program allows public entities to apply for a 1% interest rate loan. This program is competitive and is only offered if funds are available. The program details have been included as Exhibit B.

To compare the two financing options the Finance Department produced a cost analysis based on the following factors:

- Sterling's term sheet at 2.95% for 19.5 years.
- CEC loan program at 1.0% for an estimated 16 years.
- CEC application process will take between 9-12 months.
- Engie will pursue CEC loan program with the following agreement amendments:
  - Not to exceed 10% escalation on project cost (increase reflected in table)
  - If CEC loan is approved, the City is obligated to move forward with project. If not approved, no obligation other than the contracted amount of \$20,000.

	Sterling (2.95% @ 20 years)	CEC (1% @ 16 years)
Project cost:	\$ 1,501,132	\$ 1,651,245
Total Interest:	\$ 632,501	\$ 129,251
Negative Cash Flow:	\$ -	\$ 43,371
Total Cost Factors:	\$ 2,133,633	\$ 1,823,867
City Contribution:	\$ -	\$ 167,538

From this analysis the following determinations were concluded:

- The shorter term and lower interest rate will save an estimated \$503,250
- The CEC loan program will create a 4 years of negative cash flow totaling \$43,371 (Exhibit A has been included to show estimated cash flows of both financing options)
- The CEC loan program will require a City contribution of an estimated amount of \$167,538

In summary the CEC loan program will save money in interest but will create upfront costs and negative cash flows that create additional cost factors. Engie has estimated upfront costs and cash flows however they may change based on CEC processing of the actual application. In addition, there is no guarantee we will receive the loan. Engie will assist with the CEC loan application but amendments will be required as stated above.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
Option 1: \$1,501,132 plus financing and interest cost  Option 2: \$1,651,245 plus financing and interest cost (City Contribution will be required with an estimated amount of \$167,538)		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund   FYE 2019-20- Fund Balance: \$4,566,411		To be determined on consideration of the proposed lease/purchase agreement.

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**RECOMMENDATION:** Provide direction on financing options. If moving forward with CEC financing, authorize City Manager and City Attorney to amend Energy Service Contract adding terms outlined in this staff report; Approve Resolution Authorizing City Manager to execute Energy Service Contract with ENGIE Services U.S. and Finance Agreements necessary to secure funding for project.

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\_\_\_\_\_/s/\_\_\_\_\_  
Isaac Moreno, Assistant City Manager

\_\_\_\_\_/07/02/2020\_\_\_\_\_  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Teresa Gallavan, City Manager

\_\_\_\_\_/07/02/2020\_\_\_\_\_  
Date



**RESOLUTION NO. 2020-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENERGY SERVICES  
CONTRACT WITH ENGIE SERVICES US INC, A DELAWARE CORPORATION (ENGIE)  
AND TO PROCURE LEASE OR OTHER FINANCING ARRANGEMENTS FOR  
PAYMENT OF THE AMOUNTS REQUIRED BY THE ENERGY SERVICES CONTRACT  
AND TO EXECUTE ALL DOCUMENTS NECESSARY TO SECURE SUCH FINANCING**

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**WHEREAS**, on September 4, 2018, the City entered into a Professional Services Agreement (PSA) with ENGIE and, pursuant to that Agreement, ENGIE has provided an Integrated Energy Assessment (the "Assessment"), and report identifying potential Energy Saving Conservation Measures (ECM's) and a Comprehensive Savings Analysis and Projections identifying energy and operations savings and opportunities by implementation of the recommended ECM's; and

**WHEREAS**, the City Council has received, reviewed and accepts the Assessment and Report and recommended ECM's and based thereon, has determined that the anticipated cost to the City of Selma of implementing the recommended ECM's as set forth in the Assessment and Report will be less than the anticipated cost to the City of Selma for thermal, electrical, or other energy, together with anticipated operation, maintenance and finance cost that would be incurred by the City of Selma in the absence of the recommended ECM's, all in compliance with Government Code §4217.10 through 4217.18; and

**WHEREAS**, based on the Assessment and Report by ENGIE, ENGIE has proposed to the City of Selma the Energy Services Contract that is attached and incorporated by reference as Exhibit A and based on the foregoing finding that the anticipated cost to the City for thermal or electrical energy or conservation services provided for by the Energy Services Contract will be less than the anticipated marginal cost to the City of Selma of such energy that would have been consumed by the City of Selma in the absence of that purchase the City Council further determines and finds that entering into the Energy Services Contract is in the best interest of the City of Selma; and

**WHEREAS**, the foregoing determinations are made at a regularly scheduled meeting of the City Council of the City of Selma conducted as a public hearing following the giving of public notice at least two weeks in advance of the hearing.

**NOW, THEREFORE**, the City Council resolves as follows:

1. The foregoing recitals are true and correct and are incorporated in full by this reference.
2. The Energy Services Contract between ENGIE and the City of Selma, Exhibit A to this Resolution, is hereby approved and the City Manager is authorized to execute the Energy Services Contract.

3. The City Manager is further authorized to solicit and secure lease or other financing to fund the contract amount called for by the Energy Services Contract and is further authorized to execute any and all documents necessary to implement such financing and/or the Energy Services Contract.

\*\*\*\*\*

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 6<sup>th</sup> day of July, 2020 by the following vote, to wit:

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

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

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



City of Selma Comprehensive Energy Services Program										
Sterling Financing 2.95% Current Cash Flow Analysis										
Project Cost										\$1,501,132
City Contribution										\$0
Amount to be Financed										\$1,501,132
Finance Term										20
Annual Interest Rate										2.95%
Annual Escalation of Electricity Cost										5.00%
Annual Degradation of Solar Panels										0.50%
Annual Escalation of O&M Cost										3.00%
Year	Energy Efficiency Savings	Solar Energy Savings	Projected O&M Savings	Incentives	Total Program Savings	Lease Payment	Measurement & Verification Cost	Solar Operations & Maintenance Cost	Total Program Costs	Net Savings
Year 1	\$21,295	\$71,438	\$5,045	\$0	\$97,778	\$60,847	\$5,632	\$8,359	\$74,838	\$22,940
Year 2	\$22,360	\$74,635	\$5,196	\$0	\$102,191	\$52,840	\$5,801	\$8,610	\$67,251	\$34,940
Year 3	\$23,478	\$77,975	\$5,352	\$0	\$106,805	\$57,021	\$5,975	\$8,868	\$71,864	\$34,940
Year 4	\$24,652	\$81,464	\$5,513	\$0	\$111,628	\$61,400	\$6,154	\$9,134	\$76,688	\$34,940
Year 5	\$25,884	\$85,110	\$5,678	\$0	\$116,672	\$65,985	\$6,339	\$9,408	\$81,732	\$34,940
Year 6	\$27,178	\$88,918	\$5,848	\$0	\$121,945	\$77,314	\$0	\$9,690	\$87,005	\$34,940
Year 7	\$28,537	\$92,897	\$6,024	\$0	\$127,459	\$82,537	\$0	\$9,981	\$92,518	\$34,940
Year 8	\$29,964	\$97,055	\$6,204	\$0	\$133,223	\$88,002	\$0	\$10,281	\$98,283	\$34,940
Year 9	\$31,462	\$101,398	\$6,391	\$0	\$139,251	\$93,722	\$0	\$10,589	\$104,311	\$34,940
Year 10	\$33,036	\$105,935	\$6,582	\$0	\$145,553	\$99,706	\$0	\$10,907	\$110,613	\$34,940
Year 11	\$34,687	\$110,676	\$6,780	\$0	\$152,143	\$105,969	\$0	\$11,234	\$117,203	\$34,940
Year 12	\$36,422	\$115,629	\$6,983	\$0	\$159,034	\$112,522	\$0	\$11,571	\$124,093	\$34,940
Year 13	\$38,243	\$120,803	\$7,193	\$0	\$166,238	\$119,380	\$0	\$11,918	\$131,298	\$34,940
Year 14	\$40,155	\$126,209	\$7,408	\$0	\$173,772	\$126,557	\$0	\$12,275	\$138,832	\$34,940
Year 15	\$42,163	\$131,857	\$7,631	\$0	\$181,650	\$134,066	\$0	\$12,644	\$146,710	\$34,940
Year 16	\$44,271	\$137,757	\$7,860	\$0	\$189,888	\$141,925	\$0	\$13,023	\$154,948	\$34,940
Year 17	\$46,484	\$143,922	\$8,095	\$0	\$198,502	\$150,148	\$0	\$13,414	\$163,562	\$34,940
Year 18	\$48,809	\$150,363	\$8,338	\$0	\$207,509	\$158,753	\$0	\$13,816	\$172,569	\$34,940
Year 19	\$51,249	\$157,091	\$8,588	\$0	\$216,929	\$167,758	\$0	\$14,231	\$181,988	\$34,940
Year 20	\$53,811	\$164,121	\$8,846	\$0	\$226,779	\$177,181	\$0	\$14,658	\$191,838	\$34,940
Year 21	\$0	\$171,466	\$0	\$0	\$171,466	\$0	\$0	\$15,097	\$15,097	\$156,368
Year 22	\$0	\$179,139	\$0	\$0	\$179,139	\$0	\$0	\$15,550	\$15,550	\$163,588
Year 23	\$0	\$187,155	\$0	\$0	\$187,155	\$0	\$0	\$16,017	\$16,017	\$171,138
Year 24	\$0	\$195,530	\$0	\$0	\$195,530	\$0	\$0	\$16,497	\$16,497	\$179,033
Year 25	\$0	\$204,280	\$0	\$0	\$204,280	\$0	\$0	\$16,992	\$16,992	\$187,288
Year 26	\$0	\$213,422	\$0	\$0	\$213,422	\$0	\$0	\$17,502	\$17,502	\$195,920
Year 27	\$0	\$222,972	\$0	\$0	\$222,972	\$0	\$0	\$18,027	\$18,027	\$204,945
Year 28	\$0	\$232,950	\$0	\$0	\$232,950	\$0	\$0	\$18,568	\$18,568	\$214,383
Year 29	\$0	\$243,375	\$0	\$0	\$243,375	\$0	\$0	\$19,125	\$19,125	\$224,250
Year 30	\$0	\$254,266	\$0	\$0	\$254,266	\$0	\$0	\$19,699	\$19,699	\$234,567
<b>Totals</b>	<b>\$704,139</b>	<b>\$4,339,808</b>	<b>\$135,556</b>	<b>\$0</b>	<b>\$5,179,504</b>	<b>\$2,133,633</b>	<b>\$29,901</b>	<b>\$397,683</b>	<b>\$2,561,217</b>	<b>\$2,618,287</b>

City of Selma Comprehensive Energy Services Program										
CEC Future Cash Flow Analysis										
Project Cost										\$1,651,245
City Contribution										-\$167,538
Amount to be Financed by CEC Loan										\$1,483,707
Finance Term										16
Annual Interest Rate										1.00%
Annual Escalation of Electricity Cost										5.00%
Annual Degradation of Solar Panels										0.50%
Annual Escalation of O&M Cost										3.00%
Year	Energy Efficiency Savings	Solar Energy Savings	Projected O&M Savings	Incentives	Total Program Savings	Lease Payment	Measurement & Verification Cost	Solar Operations & Maintenance Cost	Total Program Costs	Net Savings
Year 1	\$21,295	\$71,438	\$5,045	\$0	\$97,778	\$100,810	\$5,632	\$8,359	\$114,801	-\$17,023
Year 2	\$22,360	\$74,635	\$5,196	\$0	\$102,191	\$100,810	\$5,801	\$8,610	\$115,221	-\$13,030
Year 3	\$23,478	\$77,975	\$5,352	\$0	\$106,805	\$100,810	\$5,975	\$8,868	\$115,653	-\$8,848
Year 4	\$24,652	\$81,464	\$5,513	\$0	\$111,628	\$100,810	\$6,154	\$9,134	\$116,098	-\$4,470
Year 5	\$25,884	\$85,110	\$5,678	\$0	\$116,672	\$100,810	\$6,339	\$9,408	\$116,557	\$115
Year 6	\$27,178	\$88,918	\$5,848	\$0	\$121,945	\$100,810	\$0	\$9,690	\$110,500	\$11,445
Year 7	\$28,537	\$92,897	\$6,024	\$0	\$127,459	\$100,810	\$0	\$9,981	\$110,791	\$16,668
Year 8	\$29,964	\$97,055	\$6,204	\$0	\$133,223	\$100,810	\$0	\$10,281	\$111,090	\$22,133
Year 9	\$31,462	\$101,398	\$6,391	\$0	\$139,251	\$100,810	\$0	\$10,589	\$111,399	\$27,852
Year 10	\$33,036	\$105,935	\$6,582	\$0	\$145,553	\$100,810	\$0	\$10,907	\$111,716	\$33,837
Year 11	\$34,687	\$110,676	\$6,780	\$0	\$152,143	\$100,810	\$0	\$11,234	\$112,044	\$40,099
Year 12	\$36,422	\$115,629	\$6,983	\$0	\$159,034	\$100,810	\$0	\$11,571	\$112,381	\$46,653
Year 13	\$38,243	\$120,803	\$7,193	\$0	\$166,238	\$100,810	\$0	\$11,918	\$112,728	\$53,511
Year 14	\$40,155	\$126,209	\$7,408	\$0	\$173,772	\$100,810	\$0	\$12,275	\$113,085	\$60,687
Year 15	\$42,163	\$131,857	\$7,631	\$0	\$181,650	\$100,810	\$0	\$12,644	\$113,454	\$68,197
Year 16	\$44,271	\$137,757	\$7,860	\$0	\$189,888	\$100,810	\$0	\$13,023	\$113,833	\$76,055
Year 17	\$46,484	\$143,922	\$8,095	\$0	\$198,502	\$0	\$0	\$13,414	\$13,414	\$185,088
Year 18	\$48,809	\$150,363	\$8,338	\$0	\$207,509	\$0	\$0	\$13,816	\$13,816	\$193,693
Year 19	\$51,249	\$157,091	\$8,588	\$0	\$216,929	\$0	\$0	\$14,231	\$14,231	\$202,698
Year 20	\$53,811	\$164,121	\$8,846	\$0	\$226,779	\$0	\$0	\$14,658	\$14,658	\$212,121
Year 21	\$0	\$171,466	\$0	\$0	\$171,466	\$0	\$0	\$15,097	\$15,097	\$156,368
Year 22	\$0	\$179,139	\$0	\$0	\$179,139	\$0	\$0	\$15,550	\$15,550	\$163,588
Year 23	\$0	\$187,155	\$0	\$0	\$187,155	\$0	\$0	\$16,017	\$16,017	\$171,138
Year 24	\$0	\$195,530	\$0	\$0	\$195,530	\$0	\$0	\$16,497	\$16,497	\$179,033
Year 25	\$0	\$204,280	\$0	\$0	\$204,280	\$0	\$0	\$16,992	\$16,992	\$187,288
Year 26	\$0	\$213,422	\$0	\$0	\$213,422	\$0	\$0	\$17,502	\$17,502	\$195,920
Year 27	\$0	\$222,972	\$0	\$0	\$222,972	\$0	\$0	\$18,027	\$18,027	\$204,945
Year 28	\$0	\$232,950	\$0	\$0	\$232,950	\$0	\$0	\$18,568	\$18,568	\$214,383
Year 29	\$0	\$243,375	\$0	\$0	\$243,375	\$0	\$0	\$19,125	\$19,125	\$224,250
Year 30	\$0	\$254,266	\$0	\$0	\$254,266	\$0	\$0	\$19,699	\$19,699	\$234,567
<b>Totals</b>	<b>\$704,139</b>	<b>\$4,339,808</b>	<b>\$135,556</b>	<b>\$0</b>	<b>\$5,179,504</b>	<b>\$1,612,958</b>	<b>\$29,901</b>	<b>\$397,683</b>	<b>\$2,040,542</b>	<b>\$3,138,961</b>





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California Energy Commission > Programs and Topics > All Programs > Energy Conservation Assistance Act > **Energy Conservation Assistance Act – Low-Interest Loans**



# Energy Conservation Assistance Act – Low-Interest Loans

The California Energy Commission’s Energy Conservation Assistance Act (ECAA) program provides 1 percent interest loans to cities, counties, special districts, public colleges and universities, public care institutions, and public hospitals. Loans finance energy efficiency and energy generation projects. The maximum loan is \$3 million.

**ENERGY CONSERVATION ASSISTANCE ACT**

**Energy Conservation Assistance Act – Low-Interest Loans**

[Energy Conservation Assistance Act – Zero-Interest Loans for Schools](#)

Collapse All

Who Is Eligible?

✕

Loan applications are accepted on a first-come, first-served basis for projects with proven energy savings from the following public entities:

- Cities
- Counties
- Special Districts
- Public Colleges/Universities (Except Community Colleges)
- Public Care Institutions/Public Hospitals
- University of California
- California State Universities

Residential, commercial, and private nonprofit institutions are not eligible.

More information is in the [program opportunity notice for PON-17-401](#) .

**CONTACT**

[Local Assistance and Financing Office](#)

855-279-6280

**SUBSCRIBE**

Financing

First Name \*

First Name

Last Name \*

Last Name

Eligible Projects

Projects with proven energy or demand cost savings or both are eligible. Examples of projects include:

- Lighting system upgrades.
- Pumps and motors.
- Streetlights and LED traffic signals.
- Energy management systems and equipment controls.
- Building insulation.
- Energy generation including renewable and combined-heat-and-power projects.
- Heating, ventilation, and air-conditioning equipment.
- Water and wastewater treatment equipment.
- Load-shifting projects, such as thermal energy storage.

Energy efficiency projects must be technically and economically feasible.

More information is in the [program opportunity notice for PON-17-401](#).

Application Due Date

Applications are accepted on a first-come, first-served basis. The maximum loan amount is \$3 million per application. Contact the Energy Commission before applying to check current funding availability.

More information is in the [program opportunity notice for PON-17-401](#).

Loan Agreement

The program opportunity notice for the 1 percent loan program is PON 17-401 and is available to cities, counties, special districts, public colleges or universities, public care institutions, and public hospitals.

[Sample Loan Agreements](#)

See the [program opportunity notice for PON-17-401](#) for more information.

Terms and Conditions

- One percent loans for energy projects: The loan can fund 100 percent of the project cost within a 17-year (maximum) simple payback. The loan must be repaid from energy savings (including principal and interest) within a maximum of 20 years.
- The loan term cannot exceed the useful life of loan-funded equipment.
- Loans are made on a reimbursement basis.
- Only approved project-related costs with invoices dated within the executed term of the loan are eligible to be reimbursed from loan funds.
- Partial funding can be provided for projects that exceed the simple payback. Simple payback is calculated by dividing the loan amount by the estimated first-year energy cost savings.
- A promissory note and a loan agreement between the applicant and the Energy Commission are all that are required to secure the loan.

Email \*

SUBSCRIBE

CATEGORIES

Topic

Efficiency

Division

Efficiency



- The repayment schedule is based on the estimated annual energy cost savings from the aggregated projects, using energy costs and operating schedules at the time of loan approval. Loans will be amortized on the estimated annual energy cost savings achieved by the loan-funded project. Applicants will be billed twice a year, in June and December, after the projects are completed.

See the [program opportunity notice for PON-17-401](#) for more information.

CONTACT

California Energy Commission  
1516 Ninth Street  
Sacramento, CA 95814

[Contact Us](#) | [Directions](#)


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**Energy Services Contract  
Selma and ENGIE Services U.S.**

**DIR Project Registration #** \_\_\_\_\_  
**ENGIE Services Project #:** CN-000410  
**ENGIE Services Contract #** R 3472

**ENERGY SERVICES CONTRACT**

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of June 15, 2020 (the "Contract Effective Date") by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("ENGIE Services U.S."), and **City of Selma** ("Selma" and together with ENGIE Services U.S. the "Parties" and each of Selma and ENGIE Services U.S. a "Party").

**CONTRACT RECITALS**

WHEREAS, Selma owns and/or operates certain public facilities specifically described in Attachment A (the "Facilities") and Selma wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to Selma including identifying supply-side and/or demand-side energy conservation measures ("ECMs"), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, Selma executed a Program Development Agreement with ENGIE Services U.S. to perform an integrated energy assessment and present Selma with recommendations (the "Recommendations") for the implementation of certain ECMs; and

WHEREAS, in the Recommendations, ENGIE Services U.S. identified potential energy and operational savings opportunities at Selma's Facilities and estimated program costs to implement the recommended ECMs and presented an overall potential energy cost and consumption savings for implementing the ECM recommendations; and

WHEREAS, on November 1, 2018 ENGIE Services U.S. delivered the Recommendations, on an arms' length basis, to personnel of Selma with requisite technical training and experience, for those personnel to make judgments and determinations as to the desired scope of work; and

WHEREAS, Selma has accepted the recommended ECMs and determined that the anticipated cost to Selma to implement the recommended ECMs will be less than the anticipated cost to Selma for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Selma in the absence of the recommended ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, pursuant to California Government Code §4217.12, Selma held a regularly scheduled public hearing on June 15, 2020, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, at the conclusion of the public hearing, Selma has determined (i) that the anticipated cost to Selma for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs that would be consumed by Selma in the absence of the recommended ECM's and (ii) that entering into this energy services contract to implement the ECM recommendations is in the best interests of Selma and that California Government Code §4217.10 *et seq.* allows Selma to enter into this Contract; and

WHEREAS, by adoption of Resolution No. \_\_\_\_\_ at the above-referenced meeting, Selma approved this Contract and authorized its execution.

NOW, THEREFORE, Selma and ENGIE Services U.S. hereby agree as follows:

**ARTICLE 1. DEFINITIONS**

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

"**Abnormally Severe Weather Conditions**" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level



over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

“**Act**” is defined in ARTICLE 14.

“**Affiliate**” means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

“**Applicable Law**” means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

“**Applicable Permits**” means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

“**Application for Payment**” means a monthly progress payment as described in Section 8.01.

“**Attachment**” means the following attachments to this Contract, each of which is an “Attachment:”

Attachment A	Selma’s Facilities and Existing Equipment
Attachment B	<i>Not used</i>
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	M&V Services
Attachment F	Maintenance Services

“**Beneficial Use**” means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. For purposes of clarity, Beneficial Use includes permission to operate the Generating Facility(ies) from the Utility. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

“**Business Day**” means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

“**CEQA**” means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

“**Certificate of Beneficial Use**” means the certificate, issued by ENGIE Services U.S. to Selma and subcontractor(s), which identifies when Selma took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Final Completion**” means the certificate issued by ENGIE Services U.S. to Selma, in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. The Certificate of Final Completion is separate from a Notice of Completion which is defined below.

“**Certificate of Substantial Completion**” means the certificate issued by ENGIE Services U.S. to Selma, in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Change**” means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

“**Change in Law**” means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker’s compensation, payroll or withholding tax law).

“**Change Order**” means a written document, signed by both ENGIE Services U.S. and Selma, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the

applicable Change; (ii) any additional compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension of time to complete the Project.

**“Construction”** means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

**“Construction Documents”** means the final designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

**“Construction Period”** means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

**“Contract”** is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto which are mutually approved by the Parties.

**“Contract Amount”** means One Million Five Hundred One Thousand One Hundred Thirty-Two Dollars (\$1,501,132.00), which is inclusive of the assessment fee for the Recommendations and the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

**“Contract Bonds”** is defined in Section 12.02.

**“Contract Effective Date”** is defined in the Preamble.

**“Delay”** means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

**“Dispute”** is defined in Section 19.02.

**“DOE Guidelines”** is defined in Section 13.01.

**“ECM”** is defined in the Recitals.

**“EMS”** means an energy management system.

**“Energy Delivery Point”** means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

**“Energy Usage Data”** is defined in Section 2.05.

**“ENGIE Services U.S.”** is defined in the Preamble.

**“ENGIE Services U.S. Warranty”** is defined in Section 9.01.

**“Event of Default”** is defined in ARTICLE 16.

**“Excusable Event”** means an act, event, occurrence, condition or cause beyond the control of ENGIE Services U.S., which causes it a delay of more than three (3) days in the performance of its obligations under this Contract including, but not limited to, the following: (i) unreasonable delays caused by Selma; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, subject to documented evidence that ENGIE Services U.S. diligently and timely made all reasonable efforts to secure such Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority and that the action or inaction of ENGIE Services U.S. did not contribute to or cause such failures or delays; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or Selma; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of ENGIE Services U.S.; (vi) information provided to ENGIE Services U.S. by any Selma or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law; (viii) acts of God; (ix) acts of the public enemy or terrorist acts; (x) work by Utility unless the delay is attributable to ENGIE Services U.S.; (xi) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xii) sabotage, vandalism, riots or civil disobedience; (xiii) labor disputes or strikes; (xiv) labor or material shortages, delay in manufacturing and deliveries of equipment; (xv) Abnormally Severe Weather Conditions; (xvi) requirement by Utility that any Generating Facility discontinue operation; (xvii) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); (xviii) any Utility power outage at a Facility; or (xix) epidemic or pandemic.



**"Facilities"** is defined in the Recitals.

**"Final Completion"** means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to Selma of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

**"Generating Facility"** means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

**"Governmental Authority"** means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

**"Greenhouse Gas"** is defined in Section 13.01.

**"Hazardous Substances"** means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in 42 U.S.C. §9601 *et seq.*, as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

**"Incentive Funds"** is defined in Section 8.06.

**"Installation"** means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

**"Instruments of Service"** is defined in Section 10.01(c).

**"Interconnection Agreement"** means the Interconnection Agreement to be entered into between Selma and the Utility with respect to the Generating Facilities.

**"Interconnection Facilities"** is defined in Section 18.02.

**"Interest"** means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The "prime rate" will be the "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section.

**"Losses"** is defined in Section 11.01.

**"M&V Commencement Date"** means the first day of the month immediately following the later of (i) ENGIE Services U.S.'s receipt of the fully signed Certificate of Final Completion, and (ii) ENGIE Services U.S.'s receipt of the full Contract Amount.

**"M&V Services"** (if any) are defined in Attachment E.

**"Maintenance Services"** (if any) are defined in Attachment F.

**"Measurement Period"** means each one-year period following the M&V Commencement Date.

**"NEC"** means the National Electric Code.

**"Notice of Completion"** means the document adopted by the Selma City Council signifying completion of the Project and filed with the County of Fresno.

**"Notice to Proceed"** is defined in Section 2.04.

**"Party"** and **"Parties"** are defined in the Preamble.

**"Person"** means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

**"Professional Services"** means professional services (such as Maintenance Services and M&V Services) provided by ENGIE Services U.S. to Selma under this Contract.

**"Project"** means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Scope of Work, and any Change Orders.

**"Project Location"** means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

**"Punch List"** means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair Selma's ability to beneficially operate and utilize such portion of the Work.

**"Recommendations"** is defined in the Recitals.

**"Retained Items"** is defined in Section 10.02.

**"Retention"** is defined in Section 8.03.

**"Schedule of Values"** is defined in Section 8.01.

**"Scope of Work"** means the Work set forth in Attachments C and D, as modified by any Change Order.

**"Selma"** is defined in the Preamble.

**"Selma Persons"** means Selma, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons acting on behalf of Selma or for whom Selma is responsible.

**"Substantial Completion"** means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that Selma can take Beneficial Use thereof.

**"Surety"** means the surety supplying the Contract Bonds, which must be an "admitted surety insurer," as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to Selma.

**"Utility"** is defined in Section 18.02.

**"Work"** means the Work to be done by ENGIE Services U.S. pursuant to the Scope of Work, subject to any Change Orders.

## ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day on which Professional Services are provided, unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the applicable standard of care. ENGIE Services U.S. will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (x) generally accepted professional standards prevailing at the time the Work is performed, (y) the covenants, terms and conditions of this Contract, and (z) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. ENGIE Services U.S. represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein will be subject to Selma's general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 Notice to Proceed. Within ten (10) days after Selma has closed the financing referenced in Section 2.07, Selma will issue to ENGIE Services U.S. a written Notice to Proceed ("Notice to Proceed"). ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.'s receipt of the Notice to Proceed. If Selma fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 2.05 Project Schedule. After receipt of the Notice to Proceed, ENGIE Services U.S. will develop, with input from Selma, a master project schedule using Microsoft Project®. ENGIE Services U.S. will establish a weekly construction meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated monthly.



Section 2.06 Selma's Energy and Operational Records and Data. If ENGIE Services U.S. requests, Selma will provide to ENGIE Services U.S., within thirty (30) calendar days after such request, Selma's Energy Usage Data for the twelve (12) months preceding the Contract Effective Date, and will make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the Contract Effective Date. "Energy Usage Data" means all of Selma's records and complete data concerning energy usage, energy-related maintenance, and other related costs for the Facilities, and including, without limitation, any existing utility records; occupancy information; descriptions of any past, present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures currently utilized in Selma's possession. Selma agrees that ENGIE Services U.S. may rely on the foregoing data as being accurate in all respects. If ENGIE Services U.S. requests, Selma will also provide to ENGIE Services U.S., within thirty (30) calendar days after such request, any prior energy audits of the Facilities, and copies of Selma's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of ENGIE Services U.S.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that this Contract is expressly contingent upon Selma obtaining financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. Selma will have sixty (60) calendar days after the Contract Effective Date to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice; *provided* that Selma may not declare this Contract to be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, Selma will provide ENGIE Services U.S. proof that financial arrangements have been made to fulfill Selma's obligations under this Contract. Selma's requirement to furnish such proof to ENGIE Services U.S. is a condition precedent to commencement of the Work. After commencement of the Work, ENGIE Services U.S. may request such proof if (i) Selma fails to make payments to ENGIE Services U.S. as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount. Selma will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After Selma furnishes any such proof, Selma will not materially vary such financial arrangements without prior consent of ENGIE Services U.S. If Selma fails to provide ENGIE Services U.S. with such proof within ten (10) calendar days of receiving a demand from ENGIE Services U.S., ENGIE Services U.S. will be entitled to suspend its performance under this Contract until such proof is received.

### ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

#### Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, Selma must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) Selma will cooperate fully with and assist ENGIE Services U.S. in obtaining all Applicable Permits required under this Contract. ENGIE Services U.S. is responsible for obtaining (but not paying for) Applicable Permits, except those Applicable Permits to be issued by Selma itself. Selma will be responsible for obtaining and paying for all other inspections, certifications, permits or approvals that may be required, including annual operating permits and any approvals or exemptions required by CEQA, as applicable.
- (c) Selma is responsible for hiring and paying inspectors, and for fees associated with plan checks (including expedited plan checks), permits, inspections, and certifications.

Section 3.02 Coordination. Selma will be responsible for coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with those of Selma Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will periodically meet with Selma to report on the general status and progress of the Work.

Section 3.04 Project Location Access. Selma hereby grants to ENGIE Services U.S., without cost to ENGIE Services U.S., all rights of ingress and egress at the Project Location, necessary for ENGIE Services U.S. to perform the Work and provide all services contemplated by this Contract. ENGIE Services U.S. will provide twenty-four-hour advance notice to Selma for access to any Selma Facilities. All persons entering the Project Location to which ENGIE Services U.S. is granted access while work or services contemplated by this Contract are being performed including Selma and its employees and agents, must follow ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. may (but is not required to) make transportation available to Selma and Selma's employees and agents between

and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that ENGIE Services U.S., and any agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of Selma for purposes of conflict of interest laws or any other Applicable Law.

#### ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

##### Section 4.01 General Provisions.

- (a) After receipt of the Notice to Proceed, ENGIE Services U.S. will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by Selma, ENGIE Services U.S. will order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) Selma will designate a single-point representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on Selma's behalf with respect to the Project design. Selma's representative will render decisions in a timely manner with regard to any documents submitted by ENGIE Services U.S. and to other requests made by ENGIE Services U.S. in order to avoid delay in the orderly and sequential progress of ENGIE Services U.S.'s design services.
- (d) Within twenty (20) Business Days after ENGIE Services U.S.'s request, Selma will:
  - (i) furnish all surveys or other information in Selma's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
  - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
  - (iii) supply ENGIE Services U.S. with all relevant information in Selma's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location;
  - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location for the execution of the Work; and
- (e) All information furnished pursuant to this Section 4.01 will be supplied at Selma's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided. If ENGIE Services U.S. is adversely affected by any failure to provide, or delay in providing, the information specified in Section 4.01(d), ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, ENGIE Services U.S. will notify Selma. The Parties will meet and confer with respect to those Changes, and ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether Selma's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.
- (g) ENGIE Services U.S. contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by Selma prior to the Contract Effective Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Contract Effective Date will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to Selma for review. Selma will review the documents and provide any comments in writing



to ENGIE Services U.S. within ten (10) Business Days after receipt of the documents. ENGIE Services U.S. will incorporate appropriate Selma comments into the applicable drawings and specifications. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If Selma fails to provide written comments within the twenty (20) Business Day period, Selma will be deemed to have no comments regarding the documents.

**Section 4.03 Permits.** The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. Selma will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by ENGIE Services U.S. due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

**Section 4.04 Changes During Final Design Phase.** If during the design phase any Selma Person requests Changes and/or modifications to the Work and/or an Excusable Event occurs, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. Valid bases for additional compensation and/or time extension include, but are not limited to: (i) any Selma Person requests changes and/or modifications to the Project Scope of Work during the Project design phase; (ii) any Selma Person causes delays during ENGIE Services U.S.'s design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain Applicable Permits; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any Selma Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work, that increases the agreed-upon Contract Amount or increases the time needed to complete the Work.

## **ARTICLE 5. CONSTRUCTION PHASE**

**Section 5.01 General Provisions.** Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, ENGIE Services U.S. will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by ENGIE Services U.S. and/or one or more licensed subcontractors qualified to perform the Work.

### **Section 5.02 ENGIE Services U.S.'s Responsibilities during Construction Phase.**

- (a) As an independent contractor to Selma, ENGIE Services U.S. will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. ENGIE Services U.S. will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Selma's operations at the Project Location. ENGIE Services U.S. will provide at least fifteen (15) calendar days' written notice to Selma of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with Selma in scheduling such outages, and Selma agrees to provide its reasonable approval of any scheduled outage. Planned power outages typically will not exceed eight (8) hours and will be performed on Saturdays.
- (c) ENGIE Services U.S. will initiate and maintain a safety program in connection with its Construction of the Project. ENGIE Services U.S. will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of ENGIE Services U.S. and subcontractors performing Work under this Contract; (ii) ENGIE Services U.S.'s property and other materials to be incorporated into the Project, under the care, custody, and control of ENGIE Services U.S. or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. ENGIE Services U.S. will not be responsible for Selma's employees' safety unless ENGIE Services U.S.'s negligence in the performance of its Work is the proximate cause of the employee's injury.
- (d) ENGIE Services U.S. will provide notice to Selma of scheduled test(s) of installed equipment, if any, and Selma and/or its designees will have the right to be present at any or all such tests conducted by ENGIE Services U.S., any subcontractor, and/or manufacturers of the equipment.
- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, ENGIE

Services U.S. will, in advance of excavation, submit to Selma and/or a registered civil or structural engineer, employed by Selma, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by Selma or by the person to whom authority to accept has been delegated by Selma. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on Selma or any of its employees.

- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
- (i) ENGIE Services U.S. will promptly, and before the following conditions are disturbed, notify Selma, in writing, of any:
    - 1) Material that ENGIE Services U.S. believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
    - 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to ENGIE Services U.S. before the Contract Effective Date;
    - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
  - (ii) Selma will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in ENGIE Services U.S.'s cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.
  - (iii) If a dispute arises between Selma and ENGIE Services U.S., whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in ENGIE Services U.S.'s cost of, or time required for, performance of any part of the Work, ENGIE Services U.S. will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. ENGIE Services U.S. will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 Selma's Responsibilities during Construction Phase.

- (a) Selma will designate a single-point representative authorized to act on Selma's behalf with respect to Project construction and/or equipment installation. Selma may from time to time change the designated representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at Selma's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of ENGIE Services U.S.'s Work.
- (b) Selma will provide a temporary staging area for ENGIE Services U.S., or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. Selma will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Selma will provide access to the Facilities, including parking permits and identification tags, for ENGIE Services U.S. and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by ENGIE Services U.S. and acceptable to Selma. Selma will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per Selma policy) or provide a readily available security escort to unlock and lock doors. Selma will not unreasonably restrict ENGIE Services U.S.'s access to Facilities to make emergency repairs or corrections as ENGIE Services U.S. may determine are needed.
- (c) Selma will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. Selma will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Selma.
- (d) Selma will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) Selma will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions



and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by Selma and such documentation made available to ENGIE Services U.S. are the responsibility of Selma. If ENGIE Services U.S. encounters such unforeseen conditions in the performance of the Work, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.

- (f) Selma will remove any Hazardous Substances either known to Selma prior to the commencement of the Work or encountered by ENGIE Services U.S. during the construction of the Project, if necessary in order for the Work to progress safely, that were not knowingly released or brought to the site by ENGIE Services U.S. ENGIE Services U.S. will respond to the discovery of Hazardous Substances at or around the Project Location during the course of ENGIE Services U.S.'s construction in accordance with Section 5.06.
- (g) Selma will coordinate the Work to be performed by ENGIE Services U.S. with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that ENGIE Services U.S. will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.
- (h) Selma will, and will cause Selma Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of Selma's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to ENGIE Services U.S.
- (i) Selma will, and will cause Selma Persons to, provide ENGIE Services U.S. and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to ENGIE Services U.S., access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) Selma will also do the following:
  - (i) Attend the regularly scheduled progress meetings. Participate, with reasonable notice, as needed regarding scheduling of the Work.
  - (ii) When requested by ENGIE Services U.S., participate in the job inspection walk-through with ENGIE Services U.S. to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
  - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
  - (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order signed by both Parties. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time.
- (b) Change Orders Requiring Additional Compensation. If during construction Selma requests material changes and/or modifications to the Work, Selma will pay the extra costs caused by such material modifications and/or changes and ENGIE Services U.S. will be entitled to additional compensation for the following reasons, that include, but are not limited to: (i) Selma requests changes and/or modifications to the Scope of Work during the construction phase of the Project; (ii) Selma causes delays during ENGIE Services U.S.'s construction work; (iii) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (iv) discovery of Hazardous Substances at or impacting the Project Location; (v) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any Governmental Authority; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of Selma; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any Excusable Event or other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work or the Contract Amount.
- (c) Change Orders Requiring Additional Time. If during construction Selma requests material changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Prior to any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided that* Selma has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.

- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
- (i) unit prices set forth in this Contract or as subsequently agreed;
  - (ii) a mutually accepted, itemized lump sum; or
  - (iii) costs calculated on a basis agreed upon by Selma and ENGIE Services U.S. plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (e) Disagreements. If there is a disagreement between Selma and ENGIE Services U.S. as to whether ENGIE Services U.S. is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19.

Section 5.05 Minor Changes to Scope of Work. Selma has the authority to make minor changes that do not change the total Contract Amount or Time to complete the Work and are consistent with the intent of the Construction Documents. ENGIE Services U.S. has the authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the Construction Documents, without prior notice to Selma. ENGIE Services U.S. will either promptly inform Selma, in writing, of any minor changes made during the implementation of the Project, or make available to Selma at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) ENGIE Services U.S. will promptly provide written notice to Selma if ENGIE Services U.S. observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. ENGIE Services U.S. will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. Selma will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. Selma will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto.
- (b) ENGIE Services U.S. will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, Selma will provide ENGIE Services U.S., within ten (10) Business Days after the Contract Effective Date, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (c) Selma will indemnify, defend, and hold ENGIE Services U.S. harmless from and against any and all Losses that in any way result from, or arise under, such Selma owned or generated Hazardous Substances, except for liabilities to the extent due to the negligence or willful misconduct of ENGIE Services U.S., or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of ENGIE Services U.S.'s Work, (iii) may cause ENGIE Services U.S.'s completed Work to be non-compliant with applicable codes, (iv) may prevent Selma from realizing the full benefits of ENGIE Services U.S.'s Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of ENGIE Services U.S.'s Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, ENGIE Services U.S. will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order. ENGIE Services U.S., in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with Selma for additional compensation and, if appropriate, an extension of time.

## ARTICLE 6. PROJECT COMPLETION

Section 6.01 Occupancy or Use of Work. Selma may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that Selma assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until Selma's insurance company has consented to such occupancy or use. When



occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, Selma and ENGIE Services U.S. will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion.

Section 6.02 Substantial Completion. When ENGIE Services U.S. considers the Work, or any portion thereof, to be Substantially Complete, ENGIE Services U.S. will supply to Selma a written Certificate of Substantial Completion with respect to such portion of the Work, including a Punch List to be signed by both Parties of items and the time for their completion or correction. Selma will within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and if Selma reasonably determines the work is substantially complete, sign and return the Certificate of Substantial Completion to ENGIE Services U.S. acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion Selma will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. Selma agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When ENGIE Services U.S. considers the entirety of the Work to be Finally Complete, ENGIE Services U.S. will notify Selma that the Work is fully complete and ready for final inspection. Selma will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete. If Selma disagrees with Engie Service U.S. determination, Selma shall advise Engie Services U.S. in writing. When Selma agrees that the Work is fully completed, ENGIE Services U.S. will issue a Certificate of Final Completion, which Selma must sign. Selma will have sole authority to determine whether a Notice of Completion should be recorded. Selma agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. When it does make that determination, it will provide a copy to Engie Services U.S. and will promptly record a notice of completion in the office of the Fresno County recorder in accordance with California Civil Code §9204.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to Selma upon Substantial Completion. Transfer of title to Selma will in no way affect Selma's and ENGIE Services U.S.'s rights and obligations as set forth in other provisions of this Contract. Except as provided in this Section 6.04, after the date of Substantial Completion, ENGIE Services U.S. will have no further obligations or liabilities to Selma arising out of or relating to this Contract, except for the obligation to complete any Punch List items, the obligation to perform any warranty service under Section 9.01, and obligations which, pursuant to their terms, survive the termination of this Contract.

## ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Work. ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using.

Section 7.02 Prompt Payment of Subcontractors. ENGIE Services U.S. will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim under any provision of Applicable Law from arising against any Selma property, against ENGIE Services U.S.'s rights to payments hereunder, or against Selma.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of ENGIE Services U.S.'s subcontractors and Selma, or any obligation on the part of Selma to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.04 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, Selma will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. Selma will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination.

## ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Promptly after Selma's issuance of Notice to Proceed, ENGIE Services U.S. will invoice Selma a mobilization payment in the amount of Two Hundred Eighty Thousand Two Hundred Twenty-Six Dollars (\$280,226.00). These amounts must be paid to ENGIE Services U.S. within thirty (30) calendar days

after Selma's receipt of an invoice for those amounts. In addition, as the Work progresses, ENGIE Services U.S. will submit to Selma its applications for monthly payments based on the progress made on the Project through the date on which ENGIE Services U.S. submits such Application for Payment. Within twenty-one (21) calendar days from the Contract Effective Date, ENGIE Services U.S. will prepare and submit to Selma a schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values"). Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. ENGIE Services U.S. may invoice Selma for materials purchased in advance and not stored at the Project Location. Each such Application for Payment will be accompanied by proof of off-site material purchases, evidence that the materials have been delivered to a warehouse reasonably acceptable to Selma and evidence of appropriate insurance coverage. ENGIE Services U.S. will furnish to Selma written consent from the Surety approving the advance payment for materials stored off site. Selma will pre-pay one hundred percent (100%) of ENGIE Services U.S.'s Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. ENGIE Services U.S. will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work.

Section 8.03 Retention. Selma, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within thirty (30) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment and any fee for the Recommendations. A failure to approve and pay an Application for Payment in a timely manner is a material default by Selma under this Contract. Selma may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and ENGIE Services U.S. may invoice and Selma will pay this amount. Selma will pay ENGIE Services U.S. the remaining two percent (2%) Retention amount upon achieving Final Completion. In lieu of Retention being held by Selma, ENGIE Services U.S. may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to ENGIE Services U.S. for any remaining Retention withheld by Selma.

Section 8.05 Disputed Invoices/Late Payments. Selma may in good faith dispute any Application for Payment, or part thereof, within fifteen (15) calendar days after the date the Application for Payment was received by Selma. If Selma disputes all or a portion of any Application for Payment, Selma will pay the undisputed portion when due and provide ENGIE Services U.S. a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. Selma will be deemed to have waived and released any dispute known to it with respect to an Application for Payment if such notice and written explanation is not provided within fifteen (15) calendar days after the date the Application for Payment was received by Selma. If any amount disputed by Selma is finally determined to be due to ENGIE Services U.S., either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to ENGIE Services U.S. within ten (10) Business Days after such final determination.

Section 8.06 Rebate Programs. ENGIE Services U.S. will assist Selma in the preparation and submission to the applicable agencies of applications and documentation necessary for the following energy efficiency rebate, incentive, and/or loan program(s): San Joaquin Valley Air Pollution Control District Charge Up program and Fresno County Incentive Project. ENGIE Services U.S. makes no guarantee that Selma will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including those listed above (collectively, "Incentive Funds"), or any portion thereof; ENGIE Services U.S. expressly disclaims any liability for Selma's failure to receive any portion of the Incentive Funds, and Selma acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

## **ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY**

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. Selma WILL HAVE NO REMEDIES AGAINST EITHER ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW. SPECIFICALLY, NEITHER ENGIE SERVICES U.S., NOR ENGIE SERVICES U.S.'s SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO Selma FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.



Section 9.01 ENGIE Services U.S. warrants to Selma that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("ENGIE Services U.S. Warranty"). Notwithstanding the preceding sentence, the date the ENGIE Services U.S. Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Selma, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be Selma's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as Selma's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of Selma. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Selma will contact the manufacturer directly to resolve such warranty issues and Selma acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

Section 9.04 Selma and ENGIE Services U.S. have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to ENGIE Services U.S. for performance of the Work. Selma and ENGIE Services U.S. agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, ENGIE Services U.S.'s total aggregate liability to Selma and all third parties is limited to the Contract Amount for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

## **ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT**

### **Section 10.01 Ownership of Certain Proprietary Property Rights.**

- (a) Ownership: Except as expressly provided in this Contract, Selma will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ENGIE Services U.S. will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.
- (b) License: Solely in connection with the Facilities, ENGIE Services U.S. grants to Selma a limited, perpetual, royalty-free, non-transferrable license for any ENGIE Services U.S. intellectual property rights necessary for Selma to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to Selma by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.'s property and may be used by Selma only for the Work. ENGIE Services U.S. will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Selma or any Selma Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Instruments of Service will be at Selma's sole risk and without liability to ENGIE Services U.S. If Selma uses the Instruments of Service for implementation purposes, including additions to or

completion of the Project, without the written permission of ENGIE Services U.S., Selma agrees to waive and release, and indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities on the Contract Effective Date will remain the property of Selma even if such equipment or materials are replaced or their operation made unnecessary by work performed by ENGIE Services U.S. If applicable, ENGIE Services U.S. will advise Selma in writing of all equipment and materials that will be replaced at the Facilities and Selma will, within five (5) Business Days of ENGIE Services U.S.'s notice, designate in writing to ENGIE Services U.S. which replaced equipment and materials should not be disposed of off-site by ENGIE Services U.S. (the "Retained Items"). Selma will be responsible for and designate the location and storage for the Retained Items. ENGIE Services U.S. will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ENGIE Services U.S. will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. ENGIE Services U.S. will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

## ARTICLE 11. INDEMNIFICATION / LIMITATION ON LIABILITY

### Section 11.01 Indemnification.

Indemnity for Professional Liability: When the law establishes a professional standard of care for ENGIE Services U.S.'s Services, to the fullest extent permitted by law, ENGIE Services U.S. shall indemnify, protect, defend, and hold harmless Selma and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the ENGIE Services U.S. (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between ENGIE Services U.S. and Selma in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, ENGIE Services U.S. shall indemnify, defend, and hold harmless Selma, 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 or alleged, including legal counsel's fees and costs, court costs, 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 ENGIE Services U.S. or by any individual for which ENGIE Services U.S. is legally liable, including, but not limited to officers, agents, employees, or subcontractors of ENGIE Services U.S., unless caused by the active negligence, sole negligence or willful misconduct of Selma.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Except for third party claims subject to indemnification as set forth above in Section 11.01, neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

## ARTICLE 12. INSURANCE / BONDS

Section 12.01 ENGIE Services U.S. Insurance. ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to Selma via an insurance certificate.

- (a) Workers' Compensation/Employers Liability for states in which ENGIE Services U.S. is not a qualified self-insured. Limits as follows:

- \* Workers' Compensation: Statutory
- \* Employers Liability: Bodily Injury by accident \$1,000,000 each accident  
Bodily Injury by disease \$1,000,000 each employee  
Bodily Injury by disease \$1,000,000 policy limit

- (b) Commercial General Liability insurance with limits of:

- \* \$2,000,000 each occurrence for Bodily Injury and Property Damage
- \* \$4,000,000 General Aggregate - other than Products/Completed Operations
- \* \$2,000,000 Products/Completed Operations Aggregate
- \* \$2,000,000 Personal and Advertising Injury
- \* \$ 100,000 Damage to premises rented to ENGIE Services U.S.



Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

(c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

(d) Professional Liability insurance with limits of:

- \* \$1,000,000 per occurrence
- \* \$1,000,000 aggregate

Coverage to be written on a claims-made form.

(e) Umbrella/Excess Liability Insurance. Limits as follows:

- \* \$1,000,000 each occurrence
- \* \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

(f) Policy Endorsements.

- \* The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against Selma, but only to the extent of the indemnity obligations contained in this Contract.
- \* The insurance provided for Commercial General Liability and Auto Liability above will:
  - (i) include Selma as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
  - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 12.02 Performance and Payment Bonds. Prior to commencing Work under this Contract, ENGIE Services U.S. will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively, the "Contract Bonds"). The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer's warranty or other third-party warranty being assigned to Selma.

#### ARTICLE 13. DOE GUIDELINES; ENERGY POLICY ACT

Section 13.01 As authorized by §1605(b) of the Energy Policy Act of 1992 (Pub. L. No. 102-486) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions ("DOE Guidelines"). "Greenhouse Gases" means those gases and other particles as defined in the DOE Guidelines. Selma hereby assigns and transfers to ENGIE Services U.S., and its Affiliates and assigns, any Greenhouse Gas emission reduction credits that result from the Work.

#### ARTICLE 14. MUNICIPAL ADVISOR

Section 14.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO SELMA WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT Selma BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. ENGIE SERVICES U.S. IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO SELMA OR THE PROVISION OF INFORMATION TO SELMA. SELMA WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR SELMA'S SITUATION.

#### ARTICLE 15. TRADE SECRETS

If any materials or information provided by ENGIE Services U.S. to Selma under this Contract are designated by ENGIE Services U.S. as a "trade secret" or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the "Act") and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after receipt of such request, Selma will notify ENGIE Services

U.S. of such request and advise ENGIE Services U.S. whether Selma believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days after a third party's request for disclosure of materials under the Act, ENGIE Services U.S. will (i) authorize Selma to release the documents or information sought; or (ii) if ENGIE Services U.S. reasonably believes that the information is exempt from disclosure, advise Selma not to release the materials.

## ARTICLE 16. EVENTS OF DEFAULT

Section 16.01 Events of Default by ENGIE Services U.S. Each of the following events or conditions will constitute an "Event of Default" by ENGIE Services U.S.:

- (i) any substantial failure by ENGIE Services U.S. to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to ENGIE Services U.S. demanding that such failure to perform be cured; *provided* that such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, or
- (ii) any representation or warranty furnished by ENGIE Services U.S. in this Contract which was false or misleading in any material respect when made.

Section 16.02 Events of Default by Selma. Each of the following events or conditions will constitute an "Event of Default" by Selma:

- (i) any substantial failure by Selma to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Selma demanding that such failure to perform be cured; *provided* that (y) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; or
- (ii) any representation or warranty furnished by Selma in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by Selma to pay any amount to ENGIE Services U.S. which is not paid within ten (10) calendar days after written notice from ENGIE Services U.S. that the amount is past due except where there is a dispute as to the amount.

## ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ENGIE Services U.S. will be entitled to payment for Work satisfactorily performed in accordance with this Contract up to the date of termination.

Section 17.02 Remedies Upon Default by ENGIE Services U.S. If an Event of Default by ENGIE Services U.S. occurs, Selma will be entitled to obtain any available legal or equitable remedies including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ENGIE Services U.S. and/or damages, which will include Selma's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by Selma. If an Event of Default by Selma occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies including, without limitation, terminating this Contract or recovering amounts due and unpaid by Selma, and/or damages which will include ENGIE Services U.S.'s reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.



## ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event.

Section 18.02 Utility Work. Selma expressly understands and agrees that Excusable Events may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for ENGIE Services U.S. to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

Section 18.03 COVID-19. Selma acknowledges and agrees that, as of the Effective Date of this Agreement, the coronavirus COVID-19 ("COVID-19") is a global epidemic which may affect the production, supply and transportation of materials and equipment, as well as the ability for workers to perform the activities contemplated under this Contract. Selma further acknowledges and agrees that (i) COVID-19 qualifies as a Force Majeure Event under this Agreement, (ii) this provision shall serve as the written notice of such Force Majeure Event required under this Article 18, and (iii) no separate or additional notice from ENGIE Services U.S. is required with respect to apprising Selma of the existence of COVID-19. As of the Effective Date, ENGIE Services U.S. is unable to determine the full extent of COVID-19's impact on its performance hereunder. ENGIE Services U.S. will (1) proceed with the Work in accordance with the terms and conditions of this Contract, including off-site and on-site portions of the Work (in each instance, to the extent allowed and reasonably practicable under the circumstances), (2) continue to monitor the COVID-19 situation closely and (3) provide additional information to Selma as it becomes available. Within ten (10) business days after the COVID-19 Force Majeure Event ends, Owner and Contractor shall meet and confer in good faith to establish the scope and duration of the COVID-19 Force Majeure Event, and Contractor shall be entitled to a Change Order granting an equitable adjustment to the Contract Price, and Project Schedule, as applicable.

## ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State of California.

Section 19.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, ENGIE Services U.S.'s senior project management personnel will meet with Selma's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If ENGIE Services U.S.'s and Selma's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for ENGIE Services U.S. and for Selma, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of ENGIE Services U.S. and Selma are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may pursue available legal remedies.

## ARTICLE 20. REPRESENTATIONS AND WARRANTIES

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;

- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, awards or permits which would materially and adversely affect its ability to perform hereunder.

#### ARTICLE 21. NOTICE

Any notice required or permitted hereunder will be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO ENGIE SERVICES U.S.:                      ENGIE Services U.S. Inc.  
4020 Moorpark Ave., Suite 100  
San Jose, CA 95117  
Tel: (415) 685-0417  
Attention: Chris Kintner, Project Manager

With a COPY TO:                              Legal Department  
ENGIE Services U.S. Inc.  
150 East Colorado Boulevard, Suite 360  
Pasadena, CA 91105-3711  
Tel: 626-377-4948  
Attention: Contract Administrator

TO Selma:    City of Selma  
City Hall  
1710 Tucker St.  
Selma, CA 93662  
Attention: Isaac Moreno, Assistant City Manager

With a COPY TO:                              Costanzo & Associates  
575 E. Locust Avenue, Suite 115  
Fresno, CA 93720  
Tel: 559-261-0163  
Attention: Neal Costanzo

#### ARTICLE 22. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it will not be construed for or against either Party, but will be construed in a manner that most accurately reflects the intent of the Parties as of the Contract Effective Date. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial, or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

#### ARTICLE 23. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

#### ARTICLE 24. NO WAIVER

The failure of ENGIE Services U.S. or Selma to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or Selma.

#### ARTICLE 25. SEVERABILITY

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided that* no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.



**ARTICLE 26. HEADINGS**

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

**ARTICLE 27. COUNTERPARTS; INTEGRATION**

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Delivery of an executed counterpart of a signature page of this Contract by email will be effective as delivery of a manually executed counterpart of this Contract.

*[the Parties' signatures appear on the following page]*

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Contract Effective Date.

**ENGIE SERVICES U.S.:**

ENGIE Services U.S. Inc.

**SELMA:**

City of Selma

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Teresa Gallavan  
Title: City Manager



**ATTACHMENT A**

**FACILITIES and EXISTING EQUIPMENT**

The following Selma Facilities are included under the Scope of Work as listed below:

Facility	Address	Square Feet	Energy Measures To Be Assessed:
Selma Arts Center	1935 High St, Selma, CA 93662	6,330	LED lighting
Berry Park	1814 Tucker St, Selma, CA 93662	NA	LED lighting
Brentlinger Park	Orange Ave and Rose Ave, S/W Corner, Selma, CA 93662	NA	Solar, LED lighting
City Hall	1710 Tucker St, Selma, CA 93662	7,525	Solar, LED lighting, EV charging
Fire Administration Building	1711 Tucker St, CA 93662	3,909	LED lighting
Fire Department Station 1	1927 W Front St, Selma, CA 93662	4,290	LED lighting
Fire Department Station 2	2857 A St, Selma, CA 93662	4,639	LED lighting
Maintenance Yard	1325 Nebraska Ave, Selma, CA 93662	NA	LED lighting
Salazar Community Center	1800 Sheridan St, Selma, CA 93662	5,429	LED lighting
Selma Senior Center	2301 Selma St, Selma, CA 93662	6,937	LED lighting
Shafer Park	Floral Ave & Thompson Ave, Selma, CA 93662	NA	Solar, LED lighting

**ATTACHMENT B**

*Not used.*



**ATTACHMENT C**

**SCOPE OF WORK**

California State Contractor's License Number 995037  
California Public Works Contractor Registration Number 1000001498

Energy Conservation Measures to Be Implemented

ECM #	Description
1	Solar PV
2	Facilities Lighting (interior & exterior)
3	EV Charging

ENGIE Services will provide:

1. Design, engineering and plan preparation for the Project.
2. Construction management: An ENGIE Services construction manager will be assigned to the Project and will oversee, coordinate and monitor the on-site construction and safety of the Project.
3. Construction of the Project: ENGIE Services installation includes detailed engineering, equipment procurement, labor and material, interconnection to utility, system start up and commissioning services.
4. Trash dumpsters, as needed, as well as cleanup and disposal of refuse generated by construction of the Project.
5. Temporary fencing as required for access control to certain areas of the Project for the duration of the Project.
6. Cranes, lifts and rigging necessary for the Scope of Work.
7. Upon Owner's request, provide up to four (4) hours of training to designated staff regarding the proper operation, maintenance, and/or monitoring of the Project.
8. Safety program and training of ENGIE Services' employees and subcontractors.
9. Start up, training and O&M manuals on systems provided under this Contract.
10. Record documentation, drawings and O&M manuals (two copies).
11. All labor is included at regular time unless indicated otherwise.
12. Lighting labor in ECM 2 is included as performed by Nonresidential Lighting Technicians working at Light Fixture Maintenance wages.

**ECM 1: Solar Photovoltaic Systems**

**General Scope of Work**

ENGIE Services will provide installation of solar photovoltaic (PV) systems at the Facilities listed per the table below:  
Solar Generating Facilities to be Installed

Facility	Address	Est. kWdc
Brentlinger Park	2550 Olive St. Selma, CA 93662	50
City Hall	1710 Tucker St, Selma, CA 93662	89
Shafer Park	Floral Ave & Thompson Ave, Selma, CA 93662	65

**Detailed Scope of Work:**

- Preparation of final engineered design drawings based on preliminary layouts 1-3 shown below for submission to City authority having jurisdiction (AHJ).
- Final layout drawings for Fire Marshall and City review and approval.
- Structural, Mechanical, Civil, Electrical engineering evaluations and calculations necessary for design requirements.
- Solar canopy "T" structure design includes concrete pier foundations provided up to a depth of no greater than ten (10) feet by thirty (30) inches in diameter. The structure will be a minimum 9 ft. high with a five-degree tilt. If soil conditions require foundation depths greater than ten feet, ENGIE Services will have the right to an increase in the Contract Amount.
- PG&E interconnection drawings and application management services, as necessary.
- General coordination with PG&E for installation of Net Energy (NEM) metering.

- Labor, supervision and coordination with City for the installation of the photovoltaic modules and supporting structures, electrical distribution and monitoring systems.
- Installation of the requisite inverters and necessary electrical equipment and conduits to connect to the electrical switchgear. Two electrical shut-downs are anticipated per system. ENGIE Services will coordinate timing of shutdowns with City and PG&E.
- Installation of new LED lighting fixtures, mounted under each new parking canopy bay, in place of existing parking lot light poles to be demolished.
- Tree trimming or removal to prevent shading of the PV modules as indicated in layouts below. City acknowledges that it has reviewed layouts and approved trimming/removal of trees within or on perimeter of array areas.
- Selma acknowledges that upon issuance of Notice to Proceed per Section 2.04, Selma will allow ENGIE full, unimpeded access to perform the Scope of Work. Further, within ten (10) working days of issuance of Notice to Proceed, Selma or it's representatives shall provide staked or surveyed location points for the location of concrete pier foundations at the City Hall location, for the purpose of coordinating the appropriate location of caissons for the future installation of a new City Hall parking lot by others. If Selma fails to provide City Hall caisson location points within ten (10) working days after the Notice to Proceed has been issued, ENGIE will be entitled to an equitable extension of time and an equitable adjustment in the Contract Amount as a result of such delay.
- Twenty-five (25) year manufacturer warranty for photovoltaic panels and ten (10) year manufacturer warranty for inverters.
- Start-up and commissioning of the systems in accordance with the final design and applicable industry standards

### **Photovoltaic Project Layouts**

#### **Layout 1 – City Hall**



#### **Layout 2 – Shafer Park**





Layout 3 – Bretlinger Park



**ECM 2: Facility Interior and Exterior Lighting**

**Detailed Scope of Work:**

Install new or retrofit lighting fixtures as follows; see tables below for the type and number of LED lighting installations or retrofits to be performed per Facility.

<b>Site</b>	<b>Qty</b>
<b>Berry Park</b>	<b>7</b>
Relamp with 1 screw in	1
Replace Flood	2
Replace medium Wallpack with RAB WP2LED24N/PC	2
Replace over door wall pack with new	2
<b>Brentlinger Park</b>	<b>21</b>
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	16
Replace area light with new head with Hi/Low Sensor	3
Replace small surface canopy	2
<b>City Hall</b>	<b>183</b>
EvoKit 2x4 P 36L 26W 840 2 0-10 7 G4 516328	9
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	4
Replace Lamps in track heads	2
Replace screw in lamps in 4 inch cans	2
Replace screw in lamps in chandelier	40
Replace the 2x2 fixture with retrofit kit	11
replamp 6" cans with screw in par 30 lamp	67
Retrofit recessed troffer with 31W Evokit	48
<b>Fire Administration</b>	<b>56</b>
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	11
Retrofit recessed troffer with 31W Evokit	45
<b>Fire Station 1</b>	<b>74</b>
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	49
Relamp and Driver with (4) 10T8/48-4000 IF 10/1 & (1) ICN-4P16-TLED-N	13
Relamp with 1 screw in	4
Replace 39W knuckle Flood	2
Replace existing canopy with 14W Rab Canopy	2
Replace over door wall pack with new	2
Replace overdoor wallpack	1
replamp 6" cans with screw in par 30 lamp	1
<b>Fire Station 54</b>	<b>39</b>
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	3
Relamp and driver with (4) 10W Tleds and (2) 2 lamp drivers	6
Relamp open vanity with screw in G25 lamp	1
Replace 39W knuckle Flood	3
Replace 4 foot Vapor tight at 10ft	1
replace 8 foot vapor tight at 16 feet	8
Replace area light with new head with Hi/Low Sensor	1
replace canopy fixture above door	1
Replace existing BR30 lamp with 10W LED BR30	3
Replace existing canopy with 14W Rab Canopy	1
Replace Lamps in track heads	2
replace MR16 in track lights	4



Replace over door wall pack with new	1
Retrofit recessed troffer with 31W Evokit	4
<b>Maintenance Yard</b>	<b>32</b>
(2) HN-H-G24Q-B-11W-840-G4 & H-2B13-TP-BLS	2
EvoKit 2x4 P 36L 26W 840 2 0-10 7 G4 516328	15
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	8
Replace Lowbay with new pendant fixture	6
retrofit 6 inch downlight with kit	1
<b>Salazar Community Center</b>	<b>66</b>
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	57
Relamp with 1 screw in	2
Replace 14in interior surface drum	3
Replace existing canopy with 14W Rab Canopy	4
<b>Selma Arts Center</b>	<b>81</b>
EvoKit 2x4 P 36L 26W 840 2 0-10 7 G4 516328	5
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	53
Relamp open vanity with screw in G25 lamp	3
Retrofit 6 and 8 inch cans with 1 lamps and ballast	10
Retrofit 6 and 8 inch cans with 2 CFLS and Driver	2
Retrofit 6 inch cans with 1 CFL and Ballast and EM battery	8
<b>Senior Center</b>	<b>123</b>
EvoKit 2x4 P 36L 26W 840 2 0-10 7 G4 516328	32
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	15
Relamp with 1 screw in	4
Replace 1 CFL and Ballast in 6 and 8 inch cans	16
Replace large square wall pack	6
Retrofit 6 and 8 inch cans with 2 CFLS and Driver	24
Retrofit recessed troffer with 31W Evokit	26
<b>Shafer Park</b>	<b>7</b>
Relamp and Driver with (2) 10T8/48-4000 IF 10/1 and (1) ICN-2P16-TLED-N	3
Retrofit industrial strip with light bar	4
<b>Grand Total</b>	<b>689</b>

### **ECM 3: EV Charging**

**General Scope of Work:** This scope of work applies to the electric-vehicle charging (EVC) stations listed in the tables below, and includes installation, startup and commissioning.

**Detailed Scope of Work:** Refer to the following for quantities and equipment types:

Provide & install & configure two (2) EV-Box Open Charge Point Protocol (OCPP) B2323-65063-EVC-04Dual Port, EV-connect Networked EVC stations or equivalent. Activation, one-year EV-Connect Self-Managed network service, and three-year equipment warranty included.

### **General Project Exclusions and Clarifications:**

1. Selma will be responsible for obtaining and paying for inspections and any required Building, Mechanical, and Electrical Permits.

2. Selma will be responsible for hiring and paying all inspectors, including special inspectors.
3. ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.
4. Temporary utilities are to be provided by Selma at no cost to ENGIE Services U.S. (including, without limitation, trailer power, phone lines, and construction power).
5. Removal and disposal of Hazardous Substances, including asbestos containing materials, to be by Selma. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify Selma representative and stop further work in the area until the material is removed.
6. Selma will provide IP addresses as required.
7. ENGIE Services U.S. will require the assistance of Selma personnel to secure the Project Location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
8. No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
9. No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
10. ENGIE Services U.S. standard construction means and methods will be used.
11. Selma will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the Facilities.
12. Work will be performed during normal work hours; no overtime hours are included in the Contract Amount. The lighting retrofit Work will be performed so as not to unreasonably interfere with the building schedule.
13. The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. ENGIE Services U.S. will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code.
14. No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify Selma representative.
15. No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
16. Smoke detectors and fire alarm system work is excluded.
17. The PV shade structure is not weather tight and will not provide shelter from rain.
18. Water hose bibs for washing the panels are excluded.
19. Decorative fascia along the perimeter of the panels and decorative covering underneath the panels are excluded.
20. Parking lot repairs are excluded, except where specifically noted, except to the extent of damage caused by ENGIE Services U.S. or its subcontractors.
21. Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded, except as specifically set forth in this Scope of Work.
22. Painting, unless specified, is excluded.
23. With respect to lighting equipment maintenance and/or lamp and ballast retrofitting, Selma will properly ground lighting fixtures before ENGIE Services U.S. commences Work in compliance with applicable codes.
24. With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, Selma will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements adopted by the authority having jurisdiction. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
25. With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. Selma is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction.



**Work scopes to receive Substantial and Final Completion:**

Scope of Work	Location	Total Qty of SC	Total Qty of FC
Solar PV, City Hall EV Charging	3 sites	3; one per site	3; one per site
Facilities Lighting (interior & exterior)	12 sites	12; one per site	1; for entire ECM

**Substantial Completion/Beneficial Use and Commencement of Warranty** occur when the following milestones have been achieved:

- (1) PV SYSTEMS – The ENGIE Services U.S. Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.
- (2) FACILITY LIGHTING – Uninterrupted operation for a duration, as necessary, with a maximum of 1 week, to determine proper operation.

“Uninterrupted supply” or “uninterrupted operation” is defined as: no involuntary shutdowns due to mechanical or electrical difficulties.

ENGIE Services will provide written notice to City of the date of Substantial Completion and commencement of Warranty for each scope of work of above.

**Authority Having Jurisdiction (AHJ) Approvals & Permits and Other Approvals**

ENGIE Services, its designers and contractors will promptly and timely submit and provide documentation required for approvals of the ECMs above to the Authority Having Jurisdiction (AHJ), the local Fire Marshall and the serving Utility. ENGIE Services will obtain approvals from Utility or other responsible party for the interconnection of the Work with Owner’s utility provider.

Owner, at its sole cost, will retain plan approval and inspecting authorities to include the services of an Authority Having Jurisdiction-approved Inspector of Record (IOR) and Special Inspection Agency (SIA) who will represent the authority having jurisdiction and perform all inspections necessary. ENGIE Services will notify the IOR and SIA of required inspections and will provide reasonable access and accommodations for inspections.

Americans with Disabilities Act (ADA) accessibility upgrades to existing buildings, parking lots, or path of travel are specifically excluded.

**ATTACHMENT D**  
**MONITORING INSTALLATION SCOPE OF WORK**

Overview of DAS Network Installation and Equipment Requirements

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plant.

**ENGIE Services U.S. DAS Monitoring Installation:**

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s); in accordance with Selma's specifications.
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated Selma/Facility maintenance staff.



ATTACHMENT E  
M&V SERVICES

**EQUIPMENT AND FACILITIES COVERED**

ENGIE Services U.S. will perform measurement and verification services (“M&V Services”) as set forth in this Attachment E with respect to Selma’s property at the following Project Locations:

Facility	Address	Square Feet	Energy Measures To Be Assessed:
Selma Arts Center	1935 High St, Selma, CA 93662	6,330	LED lighting
Berry Park	1814 Tucker St, Selma, CA 93662	NA	LED lighting
Brentlinger Park	Orange Ave and Rose Ave, S/W Corner, Selma, CA 93662	NA	Solar, LED lighting
City Hall	1710 Tucker St, Selma, CA 93662	7,525	Solar, LED lighting, EV charging
Fire Administration Building	1711 Tucker St, CA 93662	3,909	LED lighting
Fire Department Station 1	1927 W Front St, Selma, CA 93662	4,290	LED lighting
Fire Department Station 2	2857 A St, Selma, CA 93662	4,639	LED lighting
Maintenance Yard	1325 Nebraska Ave, Selma, CA 93662	NA	LED lighting
Salazar Community Center	1800 Sheridan St, Selma, CA 93662	5,429	LED lighting
Selma Senior Center	2301 Selma St, Selma, CA 93662	6,937	LED lighting
Shafer Park	Floral Ave & Thompson Ave, Selma, CA 93662	NA	Solar, LED lighting

**I. Definitions:**

Capitalized terms used in this Attachment E and not defined in the Contract, have the meanings set forth below:

“**Accumulated Savings**” means, as of any date of determination, the cumulative total of Excess Savings.

“**Actual Energy Rate**” means, for any Measurement Period, utility rates calculated by ENGIE Services U.S. using actual utility billing information supplied by Selma for that Measurement Period.

“**Annual M&V Fee**” means a fee payable annually in advance by Selma to ENGIE Services U.S., in consideration of the provision of up to five (5) years of M&V Services. The Annual M&V Fee for the first Measurement Period will be Five Thousand Six Hundred Thirty-Two Dollars (\$5,632.00). The Annual M&V Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first five (5) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual M&V Fee for each Measurement Period after the fifth (5<sup>th</sup>) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

“**Average Energy Unit Savings**” means, with respect to any number of consecutive Measurement Periods, the arithmetic means of the Energy Unit Savings for such number of Measurement Periods.

“**Base Energy Rate**” means the dollars per energy unit for each building and/or each ECM, set forth in this Attachment E, Section (III), and used by ENGIE Services U.S. to calculate the EC Savings.

“**Baseline**” means the energy use established by ENGIE Services U.S. from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

“**EC Savings**” means the savings in units of dollars (\$) calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

**“Energy Rate Factors”** means factors identified by ENGIE Services U.S. which may affect utility rates from the local utility companies.

**“Energy Savings Report”** is defined in this Attachment E, Section (II)(D).

**“Energy Savings Term”** means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by Selma of the M&V Services in accordance with this Attachment E, Section (II)(G); or (iv) the failure by Selma to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H)(i).

**“Energy Unit Savings”** means the savings in units of energy, power, water, etc., calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

**“Energy Use Factors”** means factors identified by ENGIE Services U.S. which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

**“Energy Use Savings”** means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

**“Excess Savings”** means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in this Attachment E, Section (II)(I)(iv).

**“Guarantee Payment”** means, for any Measurement Period, either: (i) a cash payment by ENGIE Services U.S. to Selma in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(ii); or (ii) additional energy services or energy saving retrofits requested by Selma with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(iii).

**“Guarantee Shortfall”** means an amount calculated in accordance with this Attachment E, Section (II)(I)(v).

**“Guaranteed Savings”** means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by ENGIE Services U.S. for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Period	Guaranteed Savings
1	\$86,010
2	\$89,965
3	\$94,103
4	\$98,431
5	\$102,959
6	\$107,695
7	\$112,650
8	\$117,833
9	\$123,256
10	\$128,928
11	\$134,863
12	\$141,071
13	\$147,565
14	\$154,360
15	\$161,468
16	\$168,904
17	\$176,683
18	\$184,821
19	\$193,335
20	\$202,243



“IPMVP” means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

“Projected Energy Savings” means those Energy Unit Savings, which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (III).

“Savings Guarantee” is defined in this Attachment E, Section (II)(A)(i).

## II. Terms and Conditions

### A. Guaranteed Savings.

- i. Savings Guarantee. In consideration of the payment of the Annual M&V Fee, and upon the terms and subject to the conditions set forth herein, ENGIE Services U.S. warrants that Selma will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the “Savings Guarantee”), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- ii. Guarantee Payment. For any Measurement Period in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to Selma, within thirty (30) calendar days after the acceptance by Selma of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.
- iii. Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of Selma, Selma would benefit from additional energy services or energy saving retrofits, Selma and ENGIE Services U.S. may mutually agree that ENGIE Services U.S. will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.
- iv. Not used.
- v. Excusable Events. If ENGIE Services U.S. is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any Excusable Event, such circumstance will not constitute a default, and ENGIE Services U.S. will be excused from performing the M&V Services while such event is continuing. During such event, Projected Energy Savings for the month(s) in which such event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.
- vi. Average Energy Unit Savings. For any Measurement Period beginning with the fifth (5<sup>th</sup>) Measurement Period, upon completion of that Measurement Period’s Energy Savings Report, ENGIE Services U.S. has the right to calculate the Average Energy Unit Savings which have occurred over all previous Measurement Periods. The Average Energy Unit Savings will be applied to all subsequent Measurement Periods to determine the Energy Unit Savings for each remaining Measurement Period. After applying such Average Energy Unit Savings for each subsequent Measurement Period and calculating the resulting EC Savings, if the *sum* of (i) such calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is greater than the Guaranteed Savings for that Measurement Period, then such excess will be Excess Savings and the Savings Guarantee will have been met for that Measurement Period. If such *sum* of (i) calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is less than the Guaranteed Savings for that Measurement Period, then ENGIE Services U.S. will apply Accumulated Savings then outstanding to determine whether there is a Guarantee Shortfall for that Measurement Period. If a Guarantee Shortfall is calculated to exist for a future Measurement Period, ENGIE Services U.S. may, in its sole discretion, pay to Selma, not later than the ninetieth (90<sup>th</sup>) day of such future Measurement Period, the net present value of the Guarantee Shortfall for any or all of such future Measurement Period(s). Net present value will be determined using a discount rate of ten percent (10%).

### B. Changes in Energy Use Factors.

- i. Adjustments to Baselines. Selma will notify ENGIE Services U.S. in writing within ten (10) Business Days of any change in any Energy Use Factor. In addition, data collected by ENGIE Services U.S. during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. ENGIE Services U.S. will determine the effect that any such change will have on EC Savings and present to Selma a written analysis of the effects of such changes. ENGIE Services U.S. will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.

- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. ENGIE Services U.S. will notify Selma, in writing, of all such changes.
- iii. Changes to Facilities. Selma or ENGIE Services U.S. may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Attachment E, Section (II)(B)(iii).
- iv. Baseline Adjustment. If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of Selma's business or cause Selma to incur additional costs, and Selma does not consent to the changes, then ENGIE Services U.S. will adjust the Baselines upward by the amount of savings projected from the changes.
- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by ENGIE Services U.S.
- vi. Not used.
- vii. Changes in Energy Use Factors. If Selma fails to notify ENGIE Services U.S. of changes in Energy Use Factors or fails to supply ENGIE Services U.S. in a timely manner with information that is requested by ENGIE Services U.S. for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. Change Order – Savings Effect. ENGIE Services U.S. will calculate the energy impact of any Change Orders.
- ix. Changes in Savings Calculations. Any changes made by ENGIE Services U.S. to the savings calculations will be presented to Selma in advance. Selma will have thirty (30) calendar days to challenge or question the changes in writing. No such changes will be effective unless agreed to by the parties in writing.
- x. Inspection of Facilities. Selma agrees that ENGIE Services U.S. will have the right, with or reasonable prior notice, to inspect the Facilities to determine if Selma has consistently complied with its obligations as set forth above. If any inspection discloses that Selma has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the Energy Savings Term during which such failure will have existed.
- xi. Interference. Selma may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, Selma will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, Selma agrees that the Guaranteed Savings for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present Selma with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference.

C. Selma Maintenance. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, Selma will maintain such portion of the Work and upon Final Completion will maintain the Project, in accordance with the maintenance schedules and procedures recommended by ENGIE Services U.S. and by the manufacturers of the relevant equipment, such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities.

D. Energy Savings Report. Annually during the first five (5) Measurement Periods of the Energy Savings Term, ENGIE Services U.S. will submit to Selma an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). ENGIE Services U.S. will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case Selma will be notified of such a situation within the ninety (90) calendar-day period.



E. On-Site Measurements. Selma irrevocably grants to ENGIE Services U.S. the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. ENGIE Services U.S. will not exercise such right in a manner that unreasonably interferes with the business of Selma as conducted at the Facilities as of the date hereof. Selma will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Attachment E, Section (II)(E). Selma will further cooperate with ENGIE Services U.S.'s performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by ENGIE Services U.S.

F. Termination of Guaranteed Savings. If (i) Selma notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by Selma or by Selma for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Attachment F, or (iv) Selma fails to maintain the Project in accordance with this Attachment E, Section (II)(C), or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period.

G. Annual M&V Fee.

- i. Invoicing and Payment. The Annual M&V Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Selma in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. Selma, or its designee, will pay ENGIE Services U.S. such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless Selma gives ENGIE Services U.S. prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H) will be a material default by Selma under the Contract, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make Guarantee Payments.
- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. Not Refundable. The Annual M&V Fee is not refundable for any reason.

H. Calculations.

- i. Calculation of Accumulated Savings. Accumulated Savings will be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and will be decreased, for any Measurement Period, by the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- ii. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the *sum*, for such Measurement Period, of (i) the Energy Use Savings, *plus* (ii) the Stipulated Non-Energy Savings, in each case as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period will be included in the EC Savings for the first Measurement Period.
- iii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by ENGIE Services U.S. as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- iv. Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III). For the avoidance of doubt, Excess Savings will not be reduced below zero.
- v. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the sum of (a) EC Savings for such Measurement Period *plus* (b) Accumulated Savings then outstanding.

### III. Methodologies and Calculations

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

**Table E-1: Measurement and Verification Methods**

ECM	ECM Description	M&V Method	
		Electric Usage	Electric Demand
1	Solar PV	Option B	N/A
2	Facilities Lighting (Interior & Exterior)	Option A	N/A

1. M&V Option A: This option allows for the energy savings to be predicted, measured, and agreed upon between Selma and ENGIE Services U.S. One-time measurements and stipulated parameters are used to quantify savings that are stipulated for the term of the Contract.
  - a. ENGIE Services U.S. will supply a one-time report to Selma detailing the measurements and calculation of savings. If the calculated savings fall short of those expected, ENGIE Services U.S. will have the opportunity to remedy the short fall and re-measure and calculate the results. Such work will be done at ENGIE Services U.S.'s expense and will not be unreasonably denied by Selma, as long as such work does not interfere with Selma's use of the Facilities. These calculated savings will be defined as Energy Unit Savings and will be agreed to occur each Measurement Period. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.
  - b. Scope of Work  
The Energy Savings generated from the installation of the lighting ECMs will be measured and verified using IPMVP Option A. These savings will be measured and calculated by the following method:
    1. The reduction in units of electric demand (kW) from the installation of the lighting ECMs is to be measured directly using a calibrated true-RMS watt meter or stipulated based on the following parameters. Existing and to-be-installed fixture types will be grouped project-wide, based on the type of fixture (i.e., type of lamp, number of lamps and ballast type) and the assumed wattage. All lamps without ballasts (incandescent), along with exit signs and exterior fixtures that cannot be isolated and measured, will be stipulated at their manufacturer's rated wattage. Groups of fixtures with ballasts will be measured in the following manner.
      - a. For groups with 1,000 or more fixtures, ten (10) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
      - b. For groups with 500 or more fixtures but fewer than 1,000, seven (7) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
      - c. For groups with 100 or more fixtures but fewer than 500, four (4) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
      - d. For groups with 99 or fewer fixtures or where measurements are not physically possible, the measured wattage will be stipulated for that group to equal the wattage defined in the lighting line-by-line, showing the existing fixture codes, quantities, and manufacturer's rated wattage for these type fixtures.
    2. Assumptions: The annual unit consumption savings (kWh) for each retrofit will be calculated by multiplying the demand savings as calculated above by the Occupied Annual Hours, where the Occupied Annual Hours have been agreed upon and stipulated to by Selma and are presented in *Table E-2* below. The Energy Unit Savings (kWh) will be the sum of the calculated annual unit consumption savings for each retrofit.



**Table E-2: Annual Lighting Hours by Room Type – Stipulated**

Agreed Upon Lighting Hours of Operation	
Building	Annual Hours
Inactive Storage	520
Server Room	1,040
Restroom	2,080
Lounge	2,080
Active Storage	1,560
Mechanical / Electrical	1,560
Office Areas / Lobby	2,600
Bedroom / Kitchen	2,920
Exterior	4,368

3. Post-retrofit measurements will be performed one time, after the retrofit is complete. Post-retrofit ECM performance is assumed to be consistent for the duration of the Energy Savings Term.
4. EC Savings achieved from the lighting ECMs are calculated by the following equation:

$$\text{EC Savings} = \text{Energy Unit Savings} \times \text{Base Energy Rate}$$

**Table E-3: Lighting Annual Savings by Site (ECM-2)**

Location	Projected Annual Savings (kWh)
Berry Park	3,846
Brentlinger Park	2,867
City Hall	14,252
Fire Administration Building	9,933
Fire Department Station 1	9,950
Fire Department Station 2	10,564
Maintenance Yard	6,751
Salazar Community Center & Park	4,600
Selma Arts Center	6,592
Selma Senior Center	10,220
Shafer Park	505
<b>Total</b>	<b>80,080</b>

2. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
  - a. ENGIE Services U.S. will supply a one-time report to Selma detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the

savings measured for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.

b. Scope of Work

No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against production shown on the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in *Table E-4* below and is projected to degrade by 0.5% per year.

**Table E-4: First Year Solar PV Production (ECM-1)**

<b>Location</b>	<b>Projected Annual Production (kWh)</b>
Brentlinger Park	75,477
City Hall	137,193
Shafer Park	99,037
<b>Total</b>	<b>311,707</b>

c. Assumptions: Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.

d. Baselines and Projected Savings: EC Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. EC Savings will be calculated and presented in ongoing reports. During the Construction Period, the EC Savings will be calculated by adding the production measured for the period between Substantial Completion of the EC Measure and the M&V Commencement Date.

4. Base Energy Rates: EC Savings will be calculated using the Base Energy Rates or Actual Energy Rates for that meter, whichever results in greater EC Savings. Actual Energy Rates will be calculated at the end of each Measurement Period using utility billing information for that Measurement Period and using the same methodology as was employed to determine the base energy rate in the Recommendations.

The Base Energy Rates listed here are to be increased each Measurement Period on a cumulative basis by five percent (5%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

**Table E-5: Base Energy Rates**

<b>ECM</b>	<b>Location</b>	<b>Electricity Rate (\$/kWh)</b>
ECM-1	Brentlinger Park	0.2128
ECM-1	City Hall	0.2173
ECM-1	Shafer Park	0.2010
ECM-2	Berry Park	0.2346
ECM-2	Brentlinger Park	0.2528
ECM-2	City Hall	0.2516
ECM-2	Fire Administration Building	0.2577
ECM-2	Fire Department Station 1	0.2478
ECM-2	Fire Department Station 2	0.2481
ECM-2	Maintenance Yard	0.2643
ECM-2	Salazar Community Center & Park	0.2504
ECM-2	Selma Arts Center	0.2534
ECM-2	Selma Senior Center	0.2592



ECM-2	Shafer Park	0.2285
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**ATTACHMENT F**  
**MAINTENANCE SERVICES**

**EQUIPMENT AND FACILITIES COVERED**

ENGIE Services U.S. will perform preventive maintenance services (“Maintenance Services”) as set forth in this Attachment F with respect to Generating Facilities being constructed on Selma’s property at the following Project Locations:

Facility	Address
Brentlinger Park	2550 Olive Street, Selma, CA 93662
City Hall	1710 Tucker St, Selma, CA 93662
Shafer Park	Floral Ave & Thompson Ave, Selma, CA 93662

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

**I. Definitions**

“**Annual Maintenance Fee**” means a fee payable annually in advance by Selma to ENGIE Services U.S., in consideration of the provision of up to ten (10) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Eight Thousand Three Hundred Fifty-Nine Dollars (\$8,359.00). The Annual Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

**II. Term**

So long as Selma pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to ten (10) years from the M&V Commencement Date on an annualized basis. At the end of this term, City of Selma may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- b. Enter into an agreement with another service provider
- c. Self-perform preventive maintenance

**III. Annual Maintenance Fee; Reporting**

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Selma in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. Selma, or its designee, will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by Selma, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to Selma on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, Selma’s new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

**IV. Preventive Maintenance Services Provided**

ENGIE Services U.S. will provide the following Maintenance Services during the term:



a. Inspection:

- i. Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis.
- ii. Perform the following Inspection for the Electric Vehicle Charging stations on an annual basis:
  - a. Check outside unit for any damage
  - b. Check casing of charger
  - c. Check cable plug of charger
  - d. Fully extend and test retractor mechanism
  - e. Check Led ring
  - f. Open and check internal components of charger
  - g. Check clamps to hold components to dinrails
  - h. Check CCID for rust caused by condensation
  - i. Check connection of Power Supply to terminal block
  - j. Check connections in PCB

b. Testing:

- a. Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- b. Measure Power Quality, Voltage, Amperage on Electrical Vehicle Charging station on an annual basis.

c. Monitoring: Monitor system performance on a daily basis.

d. Cleaning:

- i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
- ii. Wash PV modules and remove accumulated dust and debris on a semi-annual basis.

**V. Repair Services**

Section 27.01 If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, Selma must contact the ENGIE Services U.S. PV Operations & Maintenance Manager. In the event of damage, any component of the Generating Facility installed by ENGIE Services U.S. can be repaired or reconstructed by ENGIE Services U.S. at Selma's request. Selma must submit a request for quotation to the ENGIE Services U.S. PV Operations & Maintenance Manager. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to Selma to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and Selma must execute a work order, on ENGIE Services U.S.'s form, for the agreed scope of work and quotation amount. Repair work is done on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays Equals 1.5x Rates. Sundays & Holidays Equals 2.0x Rates.

Labor Category		<b>Straight Time</b>
Hourly Rate – PV Electrical Journeyman Technician	\$/hr.	<b>\$ 150.00</b>
Hourly Rate – PV Electrical Apprentice Technician	\$/hr.	<b>\$ 65.00</b>
Hourly Rate - Engineering	\$/hr.	<b>\$ 170.00</b>
Hourly Rate - Administrative	\$/hr.	<b>\$ 65.00</b>
Service call-out - Daily minimum fee	\$	<b>\$ 550.00</b>
Mileage	\$	<b>IRS Rate</b>
Material mark-up %	%	<b>15.00</b>
Lift rental fee	\$	<b>Current Market Price</b>

## VI. Warranty Services

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be Selma's point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Section 9.01 of the Contract. Selma should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to Selma in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered to Selma at Final Completion.

## VII. Services and Equipment to Be Covered by Selma

ENGIE Services U.S.'s obligations under this Attachment E are expressly conditioned upon Selma's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.
- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- d. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- e. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- f. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- g. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by Selma's failure to satisfy the conditions set forth in this Attachment E.