

Agenda Item A.
MINUTES
SELMA CITY COUNCIL
REGULAR MEETING
October 2, 2023

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

INVOCATION: Pastor Kealoha Kaolelopono of the Christ Driven Assembly of God led the invocation.

ORAL COMMUNICATIONS: Public comment was received from Mr. Hector Chairez.

CONSENT CALENDAR: Motion was made by Council member Guerra to approve the Consent calendar as written. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

a. Approved **CONSIDERATION OF MINUTES OF OCTOBER 17, 2022**

b. 2023-89 **CONSIDERATION OF A RESOLUTION APPROVING ANNUAL SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS TO PROVIDE SUPPORT AND MAINTENANCE FOR A FIVE-POSITION RADIO DISPATCH CONSOLE FOR THE SELMA POLICE DEPARTMENT**

c. 2023-90 **CONSIDERATION OF A RESOLUTION APPROVING JOB DESCRIPTIONS FOR BUILDING INSPECTOR AND BUILDING - PLANNING TECHNICIAN**

d. 2023-91 **CONSIDERATION OF A RESOLUTION APPROVING THE AGREEMENT AND ACCEPTANCE OF A CALIFORNIA DEPARTMENT OF TRANSPORTATION GRANT FOR THE CITY OF SELMA TACTICAL URBANISM SAFE STREETS STUDY**

e. Approved **CHECK REGISTER DATED SEPTEMBER 19, 2023**

FUTURE AGENDA ITEMS: Council member Guerra requested updates on the following items: Downtown Café Lights, Legal Claims against the City, and recent correspondence from Mr. Dwight Nelson. Council member Mendoza-Navarro requested information regarding rent laws. Mayor Robertson requested an update on body worn cameras. Public comment was received from Ms. Theresa Salas. Deputy City Manager Keene requested and received clarification on the timing for the items.

CONSIDER CANCELLATION OF THE REGULAR COUNCIL MEETING SCHEDULED FOR NOVEMBER 20, 2023

After discussion, motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve the CANCELLATION OF THE REGULAR COUNCIL MEETING SCHEDULED FOR NOVEMBER 20, 2023. The motion carried unanimously.

CONSIDERATION OF REVISIONS TO FEE WAIVER AND REDUCTION PORTION OF THE SPECIAL EVENT PERMIT ORDINANCE

Deputy City Manager Keene discussed the proposed Ordinance amendment. After Council discussion, motion was made by Council member Guerra and seconded by Council member Trujillo to INTRODUCE AND WAIVE THE FIRST READING OF THE SPECIAL EVENT PERMIT ORDINANCE REVISING THE FEE WAIVER AND REDUCTION PORTION. The motion carried unanimously.

CONSIDERATION OF RECOMMENDED APPOINTMENTS FOR THE SELMA BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD

Management Analyst Aguirre stepped forward to discuss the appointment process and applications received for the Business Improvement District Advisory Board. She further advised that the City received an additional application after the application period closed and could table the matter to a future agenda item. Public comment was received from Mrs. Ramza Coury. After much discussion, Council member Mendoza-Navarro motioned to APPOINT MR. NICK SAHOTA AND MS. ROSA GONZALEZ TO THE SELMA BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD. The motion carried unanimously.

At this point in the meeting, Council member Trujillo requested for Council to consider increasing the Advisory Board to 9 members. Council member Trujillo requested that this item be placed on a future agenda.

DEPARTMENTAL REPORTS: Deputy City Manager Keene discussed recent construction projects and the collaboration between agencies.

Community Services Director Smart discussed the Arts Center plays, upcoming events and thanked American Legion for their partnership. She also commended Public Works staff for all the work on Pioneer Village and the downtown area.

City Clerk Rivera discussed the various construction projects and provided schedules, locations, and detours. She also reported on the upcoming city-wide cleanup event.

Police Chief Alcaraz provided an update on the body worn cameras for Council. He discussed recent crimes and the upcoming National Night Out event.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on attending the following events: Exceptional Sports for Youth with Needs event at Pioneer Village and a CIVIC luncheon.

Council member Trujillo reported on attending the State of the County event and thanked City Staff for all of their hard work.

Council member Guerra reported on attending the State of the County event and a Selma Youth Football game.

Mayor Pro Tem Cho reported on attending the following events: meeting with Senator Caballero, Selma Business Alliance mixer, State of the County event, Small Business Workshop, and the Exceptional Sports for Youth with Needs event at Pioneer Village.

Mayor Robertson reported on attending the following events: meeting with Senator Caballero, State of the County event, and Fresno Council of Governments meeting.

ADJOURNMENT: There being no further business, Mayor Robertson adjourned the meeting at 7:06 p.m.

Respectfully submitted, Reyna Rivera, City Clerk

Agenda Item B.
MINUTES
SELMA CITY COUNCIL
SPECIAL MEETING
November 7, 2022

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

Pursuant to AB 361 and Government Code Section 54953, the meeting was held remotely and the Public had the option to call +1 301 715 8592 ID: 891 6864 5005 to provide comments on agenda items. The Council Chamber was open for the public as well.

The special meeting of the Selma City Council was called to order at 5:32 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

CLOSED SESSION: Mayor Robertson recessed the meeting into Closed Session at 5:33 p.m. to discuss the following:

CONFERENCE WITH REAL PROPERTY NEGOTIATIONS:

Government Code Section 54956.8

Property: APN 358-080-79

Agency Negotiator: Selma City Manager Fernando Santillan

Negotiating Parties: McKenry

Under Negotiation: Instructions to City's negotiator may concern sale of property, price, terms, and conditions

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Government Code Section 54957

Titles: Permanent City Attorney

Mayor Robertson reconvened the meeting from closed session. There was no reportable action from closed session.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:55 p.m.

Respectfully submitted,
Reyna Rivera, City Clerk

Agenda Item B.
MINUTES
**SELMA CITY COUNCIL
REGULAR MEETING
November 7, 2022**

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

Pursuant to AB 361 and Government Code Section 54953, the meeting was held remotely and the Public had the option to call +1 301 715 8592 ID: 891 6864 5005 to provide comments on agenda items. The Council Chamber was open for the public as well.

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

INVOCATION: Pastor Jack Negrete, Selma First Baptist Church led the invocation.

ORAL COMMUNICATIONS: Public comments were received from the following citizens: Mr. Hector Gomez, Mr. Luis Gomez, and Ms. Anita Gonzales.

RECESS At 6:17 p.m., Mayor Robertson called for a short break to correct the online connection. The meeting reconvened at 6:20 p.m.

ORAL COMMUNICATIONS: Additional public comments were received from Mr. Christian Pena, Ms. Angela Pena, Mr. Robert Carrillo, and Mr. Isaac Garza.

Council member Trujillo requested the City Manager place the Animal Shelter to be scheduled at a future City Council meeting for follow-up discussion.

CONSENT CALENDAR: Council member Guerra requested to pull agenda item 1.b., for separate discussion. Council member Guerra motioned to approve the remainder of the Consent Calendar as written. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

a. 2022-102 **CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE WITH TELECONFERENCED PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 361**

b. Approved **CONSIDERATION OF THE CHECK REGISTER DATED NOVEMBER 7, 2022**

Council member Guerra pulled this item for separate discussion. After discussion, motion was made by Council member Guerra and seconded by Mayor Pro Tem Cho to approve the CHECK REGISTER AS PRESENTED. The motion passed unanimously.

CONSIDERATION OF A RESOLUTION APPROVING VESTING TRACT MAP NO. 5303 (VALLEY VIEW HOMES) CONDITION AMENDMENT CONTINUED AND CONSIDERATION OF TRACT NO. 5303 CONDITION AMENDMENT

It was consensus of Council to hear both items 3 and 4 together.

Deputy City Manager Terry discussed the request to table the items to a future meeting to allow Staff to continue working with Consolidated Irrigation District and the Developer on a proposed resolution.

Mayor Robertson asked for public comments, Mr. Jim Avalos spoke regarding this item.

After much discussion, motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to DIRECT STAFF TO CONTINUE WORKING WITH CONSOLIDATED IRRIGATION DISTRICT AND THE DEVELOPER ON A PROPOSED RESOLUTION AND RETURN TO COUNCIL AT A FUTURE DATE TO BE DETERMINED, SHOULD ANY PROPOSALS REQUIRE COUNCIL ACTION. The motion carried unanimously.

CONSIDERATION OF A RESOLUTION APPROVING A REQUEST FOR A FEE WAIVER FOR THE SELMA ROTARY ANNUAL BAND PARADE

Deputy City Manager Terry reported on the fee waiver for the recent event. After discussion, motion was made by Council member Guerra and seconded by Mayor Pro Tem Cho to approve RESOLUTION NO. 2022-103 SELMA ROTARY ANNUAL BAND PARADE FEE WAIVER. The motion carried unanimously.

CONSIDERATION OF RESOLUTION APPROVING A TEMPORARY MORATORIUM ON NON-CITY-SPONSORED POP-UP EVENTS

City Manager Santillan reported on the request for a temporary moratorium regarding pop-up events. He discussed the need to adequately research for policies and guidelines to regulate the events.

Mayor Robertson asked for public comments, the following citizens spoke: Ms. Jasmin Plaza, Mr. Isaac Garza, Mr. Mark Medina, Ms. Jackie Plaza, Ms. Theresa Salas, Mr. Jose Moreno, Ms. Marina Mares, Ms. Gabriella Landon, Mr. Jim Avalos, Mrs. Rose Robertson, Mrs. Yolanda Torres, Mr. Edward Gutierrez, and Ms. Samantha Lopez.

After much Council discussion, motion was made by Council member Guerra and seconded by Mayor Robertson to deny a moratorium on non-city sponsored pop up events. The motion carried with the following vote:

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

CONSIDER DIRECTING STAFF TO CONDUCT ANALYSIS OF POTENTIAL LAW ENFORCEMENT DISPATCH SERVICES AGREEMENT WITH CITY OF PARLIER POLICE DEPARTMENT

Police Chief Alcaraz discussed the matter for Council. Public comment was received from Mr. Jim Avalos. After Council discussion, a motion was made by Council member Guerra to DIRECT STAFF TO PROCEED WITH ANALYSIS AND NEGOTIATIONS WITH CITY OF PARLIER TO PROVIDE POLICE DISPATCH SERVICES TO THE PARLIER POLICE DEPARTMENT. The motion was then seconded by Mayor Pro Tem Cho and carried unanimously.

DEPARTMENTAL REPORTS: City Manager Santillan reminded everyone that City Hall would be closed for Veterans Day. He thanked City Staff for their hard work on the Band Parade and congratulated Chief Peterson on his 22 years of service to the City of Selma.

Interim City Attorney Yanez reported that he has been assisting City Staff with public records request.

Police Chief Alcaraz reported that his department hosted a low sensory Halloween event and participated with the Battle of the Badges Blood Drive. He also discussed recent crime events in Selma.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on attending the following: meeting with Consolidated Irrigation District, Jolissa Fuentes' funeral, Rotary Band Festival, Share the Love Festival, and Selma Catholic Women's Club event.

Council member Trujillo reported on attending the following: Rotary Band Festival, Walmart 30-year Anniversary event, Battle of the Badges Blood Drive, and a meeting with Consolidated Irrigation District.

Council member Guerra reported on attending the following: Ribbon Cutting for Western Dental, American Legion First Responders Luncheon, Selma Kingsburg Fowler County Sanitation District Special meeting, Golden State Corridor Ribbon Cutting event, Rotary Band Festival, and Christian Café.

Mayor Pro Tem Cho reported on attending the following: Chamber mixer, Beautification Committee Clean-up event, Reedley Lions Club 100-year Anniversary event, Lions Club Chili Verde Fundraiser event, Ribbon Cutting for Western Dental, Rotary Band Festival, Golden State Corridor Ribbon Cutting, Christian Café, and Walmart 30-year Anniversary event.

Mayor Robertson reported on attending the following: Golden State Corridor Ribbon Cutting, American Legion First Responders Luncheon, Council of Government meeting, and the Fresno County Rural Transit meeting.

At this point in the meeting, Council members commented on recent social media postings and forms of harassment.

ORAL COMMUNICATIONS: Public comments were received from Mr. Christian Pena, Mrs. Char Tucker, Ms. Jasmin Plaza, Ms. Theresa Salas, and Mr. Isaac Garza, Mrs. Rose Robertson, Ms. Anita Gonzales, Mr. Jim Avalos, Ms. Marina Mares, Mr. Mark Medina, and Mrs. Yolanda Torres.

ADJOURNMENT: There being no further business, Mayor Robertson adjourned the meeting at 8:48 p.m.

Respectfully submitted, Reyna Rivera, City Clerk

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

October 16, 2023

ITEM NO: C.

SUBJECT: Consideration of Approval of Trustee Change Form for Fidelity Investments

BACKGROUND: The City of Selma provides a deferred compensation retirement plan to its employees and the City of Selma has been contracting with Newport Trust Company to administer this benefit. Through this plan, City employees have the option of designating pre-tax savings toward retirement security. The benefit provides employees flexibility in saving for retirement and helps the City attract and retain skilled talent.

DISCUSSION: The Newport Trust Company plan utilizes Fidelity Investments and Fidelity Investments requires the governing body to pass a Resolution in order to change the authorized Retirement Plan Account Trustee. The responsibilities of the Trustee include:

- Receive all necessary reports, notices, etc. from Fidelity Investments
- Cast, on behalf of the City, any required votes relating to Fidelity Investments
- Assign all administrative duties to carry out the Plan to the appropriate designee(s) within the City; and
- Execute all necessary agreements with Fidelity Investments incidental to the administration of the Plan.

Fidelity Investments requires a new resolution to update the Trustee as well as remove previous Trustees.

RECOMMENDATION: Adoption of Resolution authorizing the removal of previous Trustee and appointing Fernando Santillan, City Manager, as new Trustee for Retirement 457 Employee Defined Contribution Retirement Plan.

_____/s/_____
Janie Venegas
Human Resources Manager

October 11, 2023
Date

_____/s/_____
Fernando Santillan
City Manager

October 11, 2023
Date

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA REMOVING TRUSTEE AND AUTHORIZING
THE APPOINTMENT OF NEW TRUSTEE FOR CITY OF SELMA 457(B) PLAN**

WHEREAS, the City of Selma (“City”) is a municipality located in Selma, California; and,

WHEREAS, The City of Selma has employees that are rendering valuable services to the City; and

WHEREAS, City of Selma 457(b) Plan (the “Plan and Trust”) expressly provides the right to amend said Plan and Trust; and

WHEREAS, that effective as of the close of business on July 31, 2023, Tesla Nason and Kenneth Grey are removed as Trustee for City of Selma 457 (b) Plan; and

WHEREAS, that effective as of the opening of business of August 1, 2023, City Manager Fernando Santillan is hereby appointed as Trustee of the Plan; and

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

Section 1. The above recitals are true and correct;

Section 2. The City Council hereby authorizes Fernando Santillan, City Manager, to execute any documents necessary and to make such changes therein as may be required or which may be deemed appropriate, to take any other actions which are deemed necessary or desirable or proper to carry out the intent of the foregoing Resolution;

Section 3. The City Council hereby approves the appointment of Newport Trust Company to act as a non-discretionary Custodian of the trust established as part of the Plan and Trust and is authorized to hold the assets of the trust under the terms of the Custody Agreement entered into with Newport;

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

(Signatures on following page)

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 16th day of October 2023 by the following vote:

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

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

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

October 16, 2023

ITEM NO: D.

SUBJECT: Consideration of Rejection of Claim for Latosha Skinner, Claimant

DISCUSSION: The City of Selma received a claim from Latosha Skinner on August 24, 2023 for an incident that occurred on August 21, 2023.

The City submitted the claim to the third-party administrator of liability claims, Acclamation Insurance Management Services (AIMS). AIMS concluded their investigation and are recommending the City reject the claim, thereby starting the six-month status of limitations deadline.

RECOMMENDATION: Approve the rejection of claim.

_____/s/_____
Janie Venegas
Human Resources Manager

October 11, 2023
Date

_____/s/_____
Fernando Santillan
City Manager

October 11, 2023
Date

Human Resources
AUG 24 2023
Received

CLAIM FORM

Return completed form to: Risk Management
City of Selma
1710 Tucker Street
Selma, CA 93662
(559) 891-2200 Ext. 3100



CLAIM AGAINST A. Gonzalez / Selma police dept
(Please Type Or Print)
(Name of Entity)

Claimant's name: Latosha Yosandra Skinner

SS#: _____ DOB: _____ Gender: Male _____ Female X

Claimant's address: _____ Telephone: _____

Address where notices about claim are to be sent, if different from above: Selma, ca 93662

Date of incident/accident: 8/21/2023

Date injuries, damages, or losses were discovered: Officer lost my driver license

Location of incident/accident: Dockery / Rose

What did entity or employee do to cause this loss, damage, or injury? Officer never returned my driver license back to my possession
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? A. Gonzalez

What specific injuries, damages, or losses did claimant receive? Loss of driver license by officer she gave me a ticket but not my driver license back
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$41.00

How was this amount calculated (please itemize)? Driver license Renewal fees.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: Aug 24, 23 Signature: _____

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

DIAGRAMS

General Diagram

So I was pulled over on Dockery / Rose by Officer A. Gonzalez she gave me a ticket but didn't give me my driver license back so I waited a day for Sgt. Alvarez to look for my driver license in A. Gonzalez's patrol car and it never turned up.

Street Incidents

↑
North
|

Driver's License (DL) Fees

License Class	Application	Fee
<u>Class C</u>	<ul style="list-style-type: none">- <u>Original</u>- <u>Renewal</u>- <u>Adding a motorcycle license (Class M1/M2)</u>	\$41

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

October 16, 2023

ITEM NO: E.

SUBJECT: Consideration of a Resolution Approving Job Description for Administrative Services Director and Salary Ranges for Administrative Services Director, Police Chief and Public Works Director

BACKGROUND: Per the City of Selma Municipal Code Section 2-2-2, section (D), any revisions to class specifications are required to be approved by the City Council. In addition, any updates to the Master Salary Schedule are also required to be approved by the City Council.

DISCUSSION: The City of Selma is continuously recruiting for vacant positions identified within the Adopted 2023/2024 Fiscal Year Budget. Staff has determined the existing salary range for the Public Works Director is not competitive in order to attract quality candidates. Staff has identified the current salary is not at the 60th percentile as is Council's stated goal for competitive compensation.

Staff has also identified the current Police Chief salary does not allow for future growth based on the current employment agreement terms.

Staff is recommending that the following salary ranges be adopted for the positions listed below:

	Current Monthly	Proposed Monthly
Police Chief	\$10,626 - \$13,562	\$11,157 - \$14,241
Public Works Director	\$8,456 - \$10,791	\$10,621 - \$13,692

Additionally, staff is seeking to establish a new job description, and associated salary range, for the following:

Administrative Services Director

The Administrative Services Director position is necessary in order to accomplish a reorganization and consolidation of the Human Resources, Information Technology and Payroll Divisions. The attached job description reflects the desired current requirements for the position.

Staff is also recommending that the following salary range be adopted for the position listed below:

	Current Monthly	Proposed Monthly
Administrative Services Director	N/A	\$10,360 - \$13,355

A mid-year budget adjustment will be brought to Council to account for the minimal budget impacts associated with the adjusted salary ranges of existing positions and the new position.

All other position classifications and salaries, including for all department heads, will be further analyzed as part of the upcoming Classification and Compensation study requested by the City Council last December when the Master Salary Schedule Update was approved.

RECOMMENDATION: Adoption of the attached Resolution approving Administrative Services Director job description and salary ranges associated with Administrative Services Director, Police Chief and Public Works Director and authorizing the City Manager, or his designee, to add to the Master Salary Schedule.

_____/s/_____
Janie Venegas
Human Resources Manager

October 11, 2023
Date

_____/s/_____
Fernando Santillan
City Manager

October 11, 2023
Date

RESOLUTION NO. 2023 – __

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE JOB DESCRIPTION AND SALARY RANGE FOR
ADMINISTRATIVE SERVICES DIRECTOR AND UPDATING THE SALARY
RANGES FOR POLICE CHIEF AND PUBLIC WORKS DIRECTOR**

WHEREAS, On June 19, 2023, the City Council adopted the 2023/2024 fiscal year budget approving Full-Time Employee (FTE) quantities and associated salary ranges; and,

WHEREAS, The City Council has determined it is in the best interest of the city to add the Administrative Services Director job classification and salary range in order to reorganize management of the Human Resources, Information Technology and Payroll Departments; and,

WHEREAS, The City Council has also determined it is in the best interest of the city to update the salary range of the Police Chief and Public Works Director; and,

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

Section 1. The above recitals are true and correct;

Section 2. The City Council hereby approves the following:

- a. The Administrative Services Director position will be added as a new classification, allocated to the Human Resources Department and shall be an unrepresented, exempt position, with a salary range of \$10,360 - \$13,355 monthly;
- b. The Administrative Services Director job description attached hereto is hereby adopted;
- c. The Police Chief salary range shall be amended to \$11,157 - \$14,241 monthly;
- d. The Public Works Director salary range shall be amended to \$10,621 - \$13,692 monthly;
- e. The City Manager, or designee, shall update the Master Salary Schedule accordingly.

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

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

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 16th day of October 2023 by the following vote:

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

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

ADMINISTRATIVE SERVICES DIRECTOR

PURPOSE:

Under administrative direction of the City Manager, plans, organizes, manages, continuously improves and provides administrative direction and oversight for designated City administrative services including Human Resources/Benefits Administration, Labor Relations, Risk Management, Payroll and Information Technology; provides highly responsible and complex professional assistance to City management staff in areas expertise and performs any other administrative support function assigned by the City Manager.

DISTINGUISHING CHARACTERISTICS:

This department head classification oversees, directs, and participates in, and strives to continuously improve all activities of the Human Resources Department, Information Technology Department and Payroll Department, including short- and long-range planning and development. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the assigned departments with those of other departments and agencies and managing and overseeing the complex and varied functions of the assigned departments. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

This is an exempt at-will position that serves at the will of the City Manager.

ESSENTIAL FUNCTIONS STATEMENT: *Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees may perform the essential functions of the job.*

Essential Functions (Illustrative Only):

- Plans, organizes, manages, and participates in the functions of the Administrative Services Department including Human Resources/Benefits Administration, Payroll Administration, Labor Relations, Risk Management and Information Technology
- Provides executive direction to ensure department goals and objectives are met and are consistent with the City's overall goals and objectives.
- Directs and oversees fiscal, personnel and program functions within assigned divisions and program areas.
- Determines priorities and directs the development of management systems and operating procedures for overall effectiveness.

- Monitors service performance and quality, evaluates Administrative Services operations and implements policy and procedure improvements.
- Prepares a variety of complex administrative and technical reports including reports to the City Manager and City Council; directs the maintenance of departmental records.
- Participates as a member of the City Manager's Executive Team involved in the formulation and execution of citywide policies and long and short-term strategies.
- Establishes and oversees programs and policies that affect multiple departments and the City as a whole.
- Participates in the labor relations process as a member of the City's negotiating team.
- Directs and participates in various department functions including employee and employer relations, recruitment and selection, classification and compensation, performance evaluation, risk management, workers compensation, and benefits administration.
- Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of Human Resources administration, employee relations, and other assigned areas; incorporates new developments as appropriate.
- Performs related duties as required.

QUALIFICATIONS / REQUIREMENTS:

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Public agency budgetary, contract administration, citywide administrative practices; and general principles of risk management related to the functions of the assigned area.
- Principles and practices of human resources management, risk management, labor relations, and safety and regulatory compliance in a municipal setting.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Federal, state and government agency laws and regulations pertaining to Workers' compensation, risk management, employee/employer benefit rights, insurance and civil and criminal procedures.
- Risk management program development and administration; risk and insurance financing and accounting; claims auditing principles and practices; and, safety and loss prevention program development and administration.
- Concepts and practices associated with administrative services programs and projects. Technical, legal, financial, and public relations problems associated with the management of administrative services programs.
- Applicable federal, state, and local laws, codes, and regulations.
- Modern and complex principles and practices of program development and administration.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Geographic, socio-economic, political, and other elements related to administrative services.

- Modern office practices, methods, and computer equipment; related software application methods and procedures.
- Safe driving principles and practices; safe work practices.
- Techniques for effectively representing the City in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Methods and techniques for writing and presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Techniques for dealing effectively with the public, vendors, contractors, and City staff, in person and over the telephone.
- Advanced principles and practices related to work quality management, project management techniques, and feedback information monitoring techniques.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Provide administrative and professional leadership and direction for the Human Resources, Payroll and Information Technology Departments.
- Prepare and administer large and complex budgets; allocating limited resources in a cost effective manner.
- Oversee the management of a comprehensive risk management and safety program.
- Interpret, apply, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations as it relates to human resources, workers' compensation, risk management, and benefits administration.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegating authority and responsibility.
- Select, train, motivate, and evaluate the work of staff and training staff in work procedures.
- Effectively administer special projects with contractual agreements and ensuring compliance with stipulations; effectively administer a variety of City programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Effectively and fairly negotiate appropriate solutions and contracts; deal effectively in situations requiring diplomacy and tact; gain cooperation through discussion and persuasion.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Make accurate arithmetic, financial, and statistical computations. Direct the maintenance of and maintain accurate records and files.

- Operate modern office equipment including computer equipment; operate related software applications, including word processing, spreadsheet operations, and other related areas including research and statistical analysis.
- Operate a motor vehicle safely.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Establish and maintain effective working relationships with those contacted in the course of the work.

REQUIREMENTS:

Education and Experience:

Any combination of experience and training that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

A Bachelor's Degree from an accredited four-year college or university with major course work in business administration, public administration, human resources management or a related field required and five (5) years of extensive administrative experience in a full-service municipal or county government agency, including three (3) years of management experience.

License:

- Possession of, or ability to obtain, a valid California Driver's License

ADDITIONAL INFORMATION:

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects necessary to perform job functions.

Environmental Elements:

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

City of Selma
Overview of Competitiveness Within the Labor Market
Above, Below, Competitive
2023

BENCHMARK CLASSIFICATION TITLE	# of Comps	Selma Base Salary	Market Median Salary	Selma to Market Median %	Top Step to the Median of Market	60th Percentil Salary	Selma to 60th Percentile %	Top Step to the Average of Market
Administrative Services Director	7	\$12,980	\$11,689	11.04%	Above	\$12,276	5.74%	Above
Public Works Director	16	\$10,791	\$12,689	-14.96%	Below	\$13,040	-17.25%	Below

60th Percentil
Salary

Steps

A	B	C	D	E	F
\$ 9,998.72	\$ 10,524.96	\$ 11,078.91	\$ 11,662.01	\$ 12,275.80	\$ 12,889.59
\$ 10,621.16	\$ 11,180.17	\$ 11,768.60	\$ 12,388.00	\$ 13,040.00	\$ 13,692.00

**CITY OF SELMA
ADMINISTRATIVE SERVICES DIRECTOR**

	Agency	Class Title	Min Monthly Salary	Max Monthly Salary
0	Selma	Administrative Services Director	\$10,137	\$12,980
1	Kingsburg	Administrative Services Director	\$10,421	\$12,667
2	Lemoore	Administrative Services Director	\$9,150	\$11,678
3	Porterville	Administrative Services Director	\$9,578	\$11,689
4	Reedley	Administrative Services Director	\$10,689	\$12,992
5	Sanger	Administrative Services Director	\$8,052	\$9,787
6	Visalia	Administrative Services Director	\$12,467	\$15,673
7	Dinuba	Administrative Services Director	\$9,168	\$11,145
	Atwater	NCC	-	-
	Clovis	NCC	-	-
	Coalinga	NCC	-	-
	Fresno	NCC	-	-
	Fresno County	NCC	-	-
	Hanford	NCC	-	-
	Kerman	NCC	-	-
	Kings Canyon USD	NCC	-	-
	Los Banos	NCC	-	-
	Madera	NCC	-	-
	Selma USD	NCC	-	-
	Tulare	NCC	-	-
		Number of Matches	7	7
		Median of Comparators	\$9,578	\$11,689
		% Above/Below	5.84%	11.04%
		60th Percentile of Comparators	\$10,084	\$12,276
		% Above/Below	0.53%	5.74%

NCC - No Comparable Classification

**CITY OF SELMA
HUMAN RESOURCES MANAGER**

	Agency	Class Title	Min Monthly Salary	Max Monthly Salary
0	Selma	Public Works Director	\$8,456	\$10,791
1	Los Banos	Public Works Director/City Eng	\$14,666	\$18,727
2	Atwater	Public Works Director	\$10,755	\$13,727
3	Coalinga	Public Works Director	\$8,783	\$11,210
4	Dinuba	Public Works Director	\$8,639	\$10,501
5	Fowler	Public Works Director	\$8,790	\$10,685
6	Fresno	Public Works Director	\$11,389	\$17,979
7	Hanford	Public Works Director	\$11,333	\$13,776
8	Kerman	Public Works Director	\$6,231	\$8,352
9	Kingsburg	Public Works Director	\$9,941	\$12,084
10	Lemoore	Public Works Director	\$7,650	\$9,763
11	Madera	Public Works Director	\$9,704	\$12,386
12	Porterville	Public Works Director	\$10,580	\$13,040
13	Reedley	Public Works Director	\$10,689	\$12,992
14	Sanger	Public Works Director	\$8,052	\$9,787
15	Tulare	Public Works Director	\$11,789	\$14,330
16	Visalia	Public Works Director	\$14,407	\$16,666
	Kings Canyon USD	NCC	-	-
	Selma USD	NCC	-	-
	Clovis		-	-
		Number of Matches	16	16
		Median of Comparators	\$10,261	\$12,689
		% Above/Below	-17.59%	-14.96%
		60th Percentile of Comparators	\$10,689	\$13,040
		% Above/Below	-20.89%	-17.25%

NCC - No Comparable Classification

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

October 16, 2023

ITEM NO: F.

SUBJECT: Consideration of a Resolution Approving the City of Selma's Community Development Block Grant (CDBG) agreement for Fiscal Year 2023/24

BACKGROUND: On October 3, 2022, the Council approved the Application for the Community Development Block Grant (CDBG) Project Funding for Fiscal Year 2023-2024 through Resolution 2022-96R. The proposed project included concrete improvements in the public right-of-way to provide continuous sidewalk and accessible access as depicted in the City of Selma Active Transportation Plan for Prioritized Sidewalk and Intersection Improvements. The various areas of work are bounded by Yerba Street to the north, Skelton Street to the east, Valley View Street to the south, and Van Horn Street to the west.

The Community Development Division of the Fresno County Department of Public Works and Planning approved the Application and provided \$242,504 for the City of Selma's annual CDBG allocation. Additional funding will be provided for the project from the City's unused balance of prior year CDBG allocations in the amount of \$129,525. The total funding provided through CDBG Funds through Fresno County will be \$372,029.

DISCUSSION: The Fresno County Community Development Division has provided the proposed Agreement for the Project and is requesting approval. The County Staff will present the executed Agreement to the Board of Supervisors for their approval. Once completed, City Staff will be able to begin the design process to complete the project within the timelines included in the Application.

FISCAL IMPACT: The proposed Engineer's Estimate for the Project includes design, construction management, and contingency and totals \$372,029 to be funded completely by available CDBG Funds from current and prior year allocations.

RECOMMENDATION: Adopt the Resolution Approving the City of Selma's Community Development Block Grant (CDBG) Agreement for the Fiscal Year 2023-2024.

_____/s/
David Horn
City Engineer

_____October 9, 2023
Date

_____/s/
Jerome Keene
Deputy City Manager

_____October 9, 2023
Date

_____/s/
Fernando Santillan
City Manager

_____October 9, 2023
Date

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE AGREEMENT FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROJECT NO. 23651 SIDEWALK
CONNECTIVITY PHASE II PROJECT**

WHEREAS, On October 3, 2022, the Council approved the Application for the Community Development Block Grant (CDBG) Project 23651 through Resolution 2022-96R; and,

WHEREAS, the Community Development Division of the Fresno County Department of Public Works and Planning approved the Application and provided an annual allocation of \$242,504; and,

WHEREAS, the remaining CDBG allocation funds for the City of Selma will be used for Project No. 23651 in the amount of \$129,525; and,

WHEREAS, the Community Development Division of the Fresno County Department of Public Works and Planning has provided an Agreement for the City to execute to begin Project No, 23651,

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

1. The above recitals are true and correct.
2. The City Council approves the Agreement for Project No. 23651 Sidewalk Connectivity Phase II Project for CDBG Funding.
3. The City will receive a total of \$372,029 in CDBG funds for Project No. 23651.
4. City Council authorize City Manager to sign the Agreement with the County of Fresno for the CDBG funds.
5. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 16th day of October, 2022 by the following vote:

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

(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

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1 accommodate the proposed improvements. The Project is located within the area generally
2 bounded by Nebraska Avenue, Thompson Avenue, Valley View Street, and Highway 99, in the
3 City of Selma.

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

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

7 1. Obtain all necessary permits.
8 2. Perform all necessary design engineering, including, but not limited
9 to, surveying; testing; preparation of plans, specifications, and cost estimates, bid documents and
10 a cost or price analysis; review of bids and recommendation for award.

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

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

18 5. Provide related eligible improvements.

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

20 Construction	\$265,500
21 Design & Construction Engineering	79,500
21 Contingency, Permits & Misc.	<u>27,029</u>
22 Total	\$372,029

23 E. Notwithstanding the City's estimates described in the above-described
24 Project budget, payments for the Project from CDBG funds shall be limited to the City's actual
25 costs expended by the City, and in any event shall not exceed the total amount of \$372,029. In the
26 event CDBG funds are not sufficient, the City shall complete the Project using its own funds.

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

	CDBG	\$372,029
Local Financial Contribution		0
Total		<hr/> \$372,029

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

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

If the Director of the County Department of Public Works and Planning ("Director") determines the modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to permit such modifications. The Director shall specify in a letter to the City that such modifications to the scope of the Project are authorized, and if the City may proceed.

II. OBLIGATIONS OF THE COUNTY

A. The County shall reimburse the City up to, but not more than, \$372,029 in CDBG funds for the Project for the City's performance of its obligations under this Agreement. All funds shall be paid to the City in accordance with Section V-A of this Agreement.

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

C. The County shall review, within thirty (30) calendar days of receipt from the City, the design plans and specifications for the Project, as prepared by the City, for compliance with Federal regulations, and the total Project cost estimate, to determine whether sufficient funds

1 are available to complete the Project. If such conditions have been met, the Division shall specify
2 in a letter to the City that these conditions have been met and that the Project can be advertised.
3 If such conditions have not been met, the Project will not move forward unless the City receives
4 an approval letter from the Division.

5 D. The County shall also review, within twenty-one (21) calendar days of
6 receipt from the City, the name of the low bidder, and cost or price analysis of the low bid proposal
7 prepared by the City, to determine whether the contractor will be reasonably compensated in
8 accordance with Federal requirements, and to verify the contractor is bonded, and has not been
9 disbarred or suspended from participating in Federal projects. If such conditions have been met,
10 the Division shall specify in a letter to the City that these conditions have been met, and that the
11 contract can be awarded. If such conditions have not been met, the Project will not move forward
12 unless the City receives an approval letter from the Division.

13 E. The County shall attend the pre-construction meeting between the City and
14 the contractor to discuss labor compliance requirements for the Project, Project monitoring, and to
15 inform the City and contractor that the County will conduct field reviews to determine whether labor
16 compliance and other conditions of the construction contract are being met.

17 F. The County shall conduct periodic inspections of the Project, as may be
18 required, in the determination of the County, that the intended use and group of beneficiaries of
19 the Project, as identified by the City in the application, have not changed. Upon completion of the
20 Project, but prior to the City's acceptance of the Project, the County shall conduct a final inspection
21 of the Project. If such conditions have been met, the Division shall specify in a letter to the City
22 that the conditions of this Section have been met. If such conditions have not been met, the Project
23 will not move forward unless the City receives an approval letter from the Division.

24 G. Notwithstanding anything to the contrary in this Section II or Section III of
25 this Agreement, the County's determinations and actions under this Section II and Section III of
26 this Agreement are solely for the benefit of the County, as the provider of the CDBG funding stated
27 herein, and do not relieve the City of its obligations, or lessen the City's obligations, under this
28 Agreement.

1 III. OBLIGATIONS OF THE CITY

2 A. The City shall provide any and all sums of money in excess of \$372,029
3 which may be necessary to complete the Project. For the purposes of awarding the construction
4 of the Project within the Agreement amount, the bid documents should include any proposed
5 additive or deduct alternatives.

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

8 C. In selecting an engineer to perform any engineering work required for the
9 Project, the City shall go through a competitive process in accordance with Chapter 4.10 of the
10 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the
11 engineer, the City shall prepare a written description of the process, perform a cost or price
12 analysis, and submit the process description and summary of the analysis to the Division for
13 review. The City shall obtain a letter from the Division specifying that the conditions of this Section
14 have been met.

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

18 E. The City shall furnish evidence to the satisfaction of the Division, prior to the
19 County's authorization to advertise for bids, that it has free and clear title to all parcels of real
20 property on which Project improvements will be located, with any liens or encumbrances noted,
21 and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses, permits,
22 and State and local approvals required for the completion of the Project.

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

28 G. The City shall advertise for bids, and shall award the construction contract

1 to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the City
2 shall notify the County of the date, time, and location of the bid opening.

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

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

15 J. The City shall require the contractor, and all subcontractors, to submit
16 labor compliance documentation, including Certified Payroll, in the manner specified by the
17 County's Labor Compliance Officer, including the use of electronic systems such as LCPtracker.

18 K. Prior to the construction start date, the City shall give written notice thereof,
19 to the Division, to include a copy of the executed contract between the City and the Contractor and
20 the Notice to Proceed.

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

28 M. The City shall send its written description of the engineer selection process,

1 cost or price analyses, design plans, specifications, name of low bidder and low bid proposal,
2 public notices, and all written correspondence to:

3
4 Community Development Grants
County of Fresno
Department of Public Works and Planning
5 Community Development Division
2220 Tulare Street, 6th Floor
6 Fresno, CA 93721

7
8 N. The City shall comply with the mitigation measures, conditions and notes
9 identified in Environmental Review No. 7640 (the "Assessment"). A copy of the Assessment shall
10 be provided to the City.

11 O. Upon completion of the Project, the City shall notify the Division, so a
12 representative of the Division may perform an inspection of the Project to confirm that it was
13 completed in accordance with the scope of work approved and authorized pursuant to this
14 executed Agreement.

15 P. Upon approval of Project completion by the County, the City shall provide
16 the Division with a resolution of acceptance, or similar documentation, demonstrating that the
17 Project was completed in accordance with the scope of work approved and authorized pursuant
18 to this executed Agreement, and any approved subsequent amendments thereto and/or change
19 orders, and that the City has accepted the Project. Prior to the final request for payment, the City
20 shall also provide the County with a copy of the recorded Notice of Completion (NOC), a written
21 summary of all Project work completed with CDBG and other funds, and documentation to
22 demonstrate compliance with Section 3 of the Housing and Urban Development Act of 1968, as
23 amended.

24 Q. During the contract period, the City shall complete and submit annually each
25 June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM) form,
26 a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The POM
27 shall contain the following information for the County's Federal reporting purposes to the U.S.
28 Department of Housing and Urban Development (HUD):

1. Total number of households/persons assisted.

- 1 2. Number of total households/persons assisted that:
- 2 a. Now have new access to this type of public facility or
- 3 infrastructure improvement.
- 4 b. Now have improved access to this type of public facility or
- 5 infrastructure improvement.
- 6 c. Now are served by a public facility or infrastructure that is no
- 7 longer substandard.

8 R. The City shall be responsible for maintenance of the Project after

9 construction is completed, and shall perform such maintenance from non-CDBG resources.

10 S. The City must inform the County in writing of any program income generated

11 by the expenditure of CDBG funds. Any program income generated as a result of the Project

12 must be paid to the County. For purposes of this Agreement, program income is defined as

13 proceeds from the disposition of CDBG-acquired real property, and principal and interest on CDBG

14 loans. If the City contributed financially to the improvement Project, the City may retain a share

15 of the program income in proportion to the City's contribution to the Project, after the City has

16 provided a written accounting acceptable to the County.

17 T. The City must obtain prior written approval from the County before making

18 any modification or change in the use of any real property improved, in whole or in part, using

19 CDBG funds in excess of \$25,000. The City shall provide affected citizens with notice of, and

20 opportunity to comment on, any proposed change to the use of real property improved with CDBG

21 funds. If any real property improved with CDBG funds is sold and/or is utilized by the City for a

22 use which does not qualify under the CDBG Program, the City shall reimburse the County in an

23 amount equal to the current fair market value for the property, less any proportional share thereof

24 attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for

25 five years after the Project is completed in HUD's Integrated Disbursement and Information System

26 (IDIS). In the event the CDBG program is closed out, the requirements of this Section shall remain

27 in effect for activities or property funded with CDBG funds, unless action is taken by the Federal

28 government to relieve the City of these obligations.

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

6 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

10 B. The City must comply with the requirements of the Build America, Buy
11 America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be
12 amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice,
13 "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy
14 America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR
15 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject
16 to BABA requirements, unless excepted by a waiver. The City shall ensure that all plans and
17 specifications include requirements that all construction materials subject to BABA are noted as
18 such.

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

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

27 E. Non-Discrimination: The City agrees to comply with the non-discrimination
28 in employment and contracting opportunities laws, regulations, and executive orders referenced in

1 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination
2 provisions in Section 109 of the Housing and Community Development Act of 1974 are still
3 applicable.

4 F. Because the City is receiving at least \$100,000 for this Project from the
5 County's CDBG Program under this Agreement, the City shall complete and submit to the Division
6 a "Certification of Payments to Influence Federal Transactions" form and a "Standard Form LLL -
7 Disclosure of Lobbying Activities" form. Likewise, before the City awards a contract using at least
8 \$100,000 of such CDBG funds, the City shall require the consultant and/or contractor and all their
9 sub-consultants and/or subcontractors to complete and submit these two (2) forms described
10 herein to both the City and the County.

11 G. Records Retention: The City shall retain all financial records, supporting
12 documents, statistical records, and all other records pertinent to this Agreement for a period of four
13 (4) years from the date of the submission of the County's consolidated annual performance and
14 evaluation report to HUD in which the activities assisted under this Agreement are reported on for
15 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of
16 the records cited, and that have started before the expiration of the four-year record retention
17 period, such records must be retained until completion of the actions and resolution of all issues,
18 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),
19 570.506).

20 V. PAYMENT FOR THE PROJECT

21 A. At monthly intervals, the City shall submit a written request to the County for
22 payment of specified costs incurred in the performance of this Agreement. The request for payment
23 shall be accompanied by a written certification from the City that the request for payment is
24 consistent with the amount of work that has been completed, and that the work is in accordance
25 with the contract documents and this Agreement. The request for payment shall also be
26 accompanied by documentation acceptable to the County, such as invoices, or vouchers for
27 services or materials purchased, contractor's costs, or other costs chargeable to the Project. After
28 appropriate review and inspection, the County shall make payment from CDBG funds provided in

1 this Agreement for all eligible costs specified herein up to the maximum amount payable under
2 Section I.

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

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

11 D. The County shall not be bound by any agreement between the City and its
12 agents.

13 E. Upon the completion of the Project, the City shall submit to the Division a
14 written request for final payment of costs, which shall provide a detailed description of the Project
15 pay items and costs. The County shall not be obligated to make any payments under this
16 Agreement if the request for payment is submitted by the City more than sixty (60) calendar days
17 after the NOC has been filed with the County Recorder's Office. An extension to the sixty (60)
18 calendar day period may be granted by the Director prior to the deadline if the City can demonstrate
19 just cause for the delay.

20 F. The County may withhold reimbursement of the final payment request made
21 by the City until a final POM, recorded NOC, and written summary of all Project work completed
22 with CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified
23 in Sections III-P and IV-D, have been submitted to the County.

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

25 Business Manager
26 County of Fresno
27 Department of Public Works and Planning
28 Financial Services Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721
pwpbusinessoffice@fresnocountyca.gov (if submitted by email)

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

10 I. The City, as a sub-recipient of Federal financial assistance, is required to
11 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501
12 et seq.). Whenever the City expends and/or receives CDBG funds from the County for the Project,
13 a copy of any audit performed by the City in accordance with said Act shall be forwarded to the
14 County Community Development Grants Program Manager within nine (9) months of the end of
15 any City fiscal year in which funds were expended and/or received for the Project. Failure to
16 perform the requisite audit functions as required by this paragraph may result in the County
17 performing any necessary audit tasks, or, at the County's option, the County contracting with a
18 public accountant to perform the audit. All audit costs related to the City's failure to perform the
19 requisite audit are the sole responsibility of the City, and such audit work costs incurred by the
20 County shall be billed to the City, as determined by County's Auditor-Controller/Treasurer-Tax
21 Collector. In the event the City is only required to perform an audit under the provisions of the Act
22 because the City is receiving CDBG funds, the County may perform, or cause to be performed,
23 the required audit to determine whether funds provided through this Agreement have been
24 expended in accordance with applicable laws and regulations. Any audit-related costs incurred
25 by the County under this provision shall be charged to the County CDBG Program. The City
26 agrees to take prompt and appropriate corrective action on any instance of material non-
27 compliance with applicable laws and regulations.

28

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

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

VI. INDEMNIFICATION

The City shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the City, or any third party that arise from or relate to the performance or failure to perform by the City (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the City's obligation to indemnify and hold harmless or defend the County. The provisions of this Section VI shall survive the expiration or termination of this Agreement.

VII. TIME OF PERFORMANCE

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

1. Complete Design Engineering and Submit to the County for Review – January 26, 2024.
2. Complete County Review and Approval of Plans – April 29, 2024.
3. Begin Advertising for Bids – May 15, 2024.
4. Award Contract – July 15, 2024.

B. The Project shall be completed, and NOC shall be filed with the Fresno County Recorder's Office, no later than January 23, 2025.

C. The final POM Report, written summary of all work completed, documentation demonstrating compliance with the Section 3 clause, and request for final payment shall be submitted to the County no later than March 24, 2025.

D. The City shall give immediate written notification to the Division of any

1 events that occur which may affect the above time schedule and completion date and the time
2 schedule specified in the contract documents, or any event that may have significant impact upon
3 the Project or affect the attainment of the Project's objectives. The Director is authorized to adjust
4 the above schedule if, in the Director's judgment, any delay is beyond the control of the parties
5 involved.

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

7 VIII. BREACH OF AGREEMENT

8 In the event the City fails to comply with any of the terms of this Agreement, the
9 County may, at its option, deem the City's failure a material breach of this Agreement, and utilize
10 any remedies permitted by law that the County deems appropriate. Should the County deem a
11 breach of this Agreement material, the County shall immediately be relieved of its obligations to
12 make further payment as provided herein. Termination of this Agreement due to breach shall not,
13 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of
14 law or equity, including the recovery of damages. In addition to the termination of the Agreement
15 by the County due to a material breach of this Agreement by the Subrecipient, the County may
16 also terminate this Agreement for convenience, in accordance with state and federal law.

17 IX. TERMINATION OF PROJECT

18 A. If the City wishes to cancel the Project covered by this Agreement, the City
19 shall submit a request in writing to the Division explaining just cause for the request. The Director
20 is authorized to approve such a request if, in the Director's judgment, there is just cause for the
21 Project's cancellation.

22 B. If the City's request to cancel the Project covered by this Agreement is
23 approved by the Director, the City shall promptly return to the County all CDBG funds paid by the
24 County to City pursuant to this Agreement.

25 C. If the Director approves the City's request to cancel the Project, any
26 unexpended CDBG funds budgeted to the Project under this Agreement may be credited to the
27 City's CDBG allocation, as appropriate.

28

1 X. VENUE; GOVERNING LAW

2 Venue for any action arising out of or relating to this Agreement shall only be in
3 Fresno County, California. The rights and obligations of the parties, and all interpretation and
4 performance of this Agreement shall be governed in all respects by the laws of the State of
5 California.

6 XI. ENTIRE AGREEMENT

7 This Agreement constitutes the entire agreement between the City and the County
8 with respect to the subject matter hereof, and supersedes all previous negotiations, proposals,
9 commitments, writings, advertisements, publications, and understandings of any nature
10 whatsoever unless expressly included in this Agreement.

11 XII. NO THIRD-PARTY BENEFICIARIES

12 This Agreement does not and is not intended to create any rights or obligations for
13 any persons or entity except the parties. This Agreement is solely for the benefit of the County and
14 the City and HUD, and there are no [other] intended third party beneficiaries of this Agreement.

15 XIII. AUTHORIZED SIGNATURES

16 The City represents and warrants to the County that:

17 A. The City is duly authorized and empowered to sign and perform its
18 obligations under this Agreement.

19 B. The individual signing this Agreement on behalf of the City is duly
20 authorized to do so and his or her signature on this Agreement legally binds the City to the terms
21 of this Agreement.

22 XIV. ELECTRONIC SIGNATURES

23 The parties agree that this Agreement may be executed by electronic signature as
24 provided in this section.

25 A. An "electronic signature" means any symbol or process intended by an
26 individual signing this Agreement to represent their signature, including but not limited to (1) a
27 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
28

1 scanned and transmitted (for example by PDF document) version of an original handwritten
2 signature.

3 B. Each electronic signature affixed or attached to this Agreement (1) is
4 deemed equivalent to a valid original handwritten signature of the person signing this Agreement
5 for all purposes, including but not limited to evidentiary proof in any administrative or judicial
6 proceeding, and (2) has the same force and effect as the valid original handwritten signature of
7 that person.

8 C. The provisions of this section satisfy the requirements of Civil Code
9 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
10 Part 2, Title 2.5, beginning with section 1633.1).

11 D. Each party using a digital signature represents that it has undertaken and
12 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
13 through (5), and agrees that each other party may rely upon that representation.

14 E. This Agreement is not conditioned upon the parties conducting the
15 transactions under it by electronic means and either party may sign this Agreement with an
16 original handwritten signature.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on page one of this Agreement.

CITY OF SELMA

COUNTY OF FRESNO

By: _____
Fernando Santillan, City Manager

Sal Quintero, Chairman of the
Board of Supervisors of the
County of Fresno

Date: _____

Date: _____

ATTEST:

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

City Clerk, City of Selma

By: _____
Deputy

APPROVED AS TO LEGAL FORM:

City Attorney

REMIT TO:

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N23651
ACTIVITY CODE: 7219

City of Selma
Attn: Fernando Santillan, City Manager
1710 Tucker St.
Selma, CA 93662
Telephone: (559) 891-2200

JA:JN
G:\7205ComDev\Agendas-Agreements\2023\1107 Selma Sidewalk Connect Ph II 23651 AGT.docx
September 14, 2023

Exhibit 1
County of Fresno
Project Outcome Measurement Report

Project #: 23651

Project Name: Selma Sidewalk Connectivity, Phase II

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.

Form Completed By: _____



2023-2024 CDBG Application
 Yerba - Valley View - Skelton - Van Horn



● Curb Ramp — Sidewalk Repair



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

October 16, 2023

ITEM NO: G.

SUBJECT: Consideration of a Resolution Approving a Maintenance Agreement with Surveillance Integration to Provide Continued Support of the Surveillance Camera Program within the City of Selma

BACKGROUND: The City of Selma recognizes the importance of a surveillance system to monitor the Police Department, City parks and crucial high-traffic intersections within the City limits. As the Police Department continues to expand its city-wide surveillance camera project, it is critical to continue a maintenance program to ensure efficient operability.

Criminal investigations are complex, comprehensive and in-depth endeavors, requiring Detectives and Officers to ensure they are gathering and memorializing all the necessary statements and visual images to achieve a successful prosecution. The maintenance of our system will continue to be a force multiplier allowing officers to search for offenders and offender vehicles once they are alerted to criminal activity.

DISCUSSION: The Selma Police Department is requesting to continue our maintenance agreement with Surveillance Integration which encompasses our current camera program of over 100 cameras throughout the system. Surveillance Integration is proven integrator who performed the original implementation, installation and maintenance of the Selma Police Department's Avigilon surveillance system. The Avigilon system is also used by Parlier, Orange Cove, and Sanger Police Departments. Since offenders from our neighboring cities also commit crimes in these surrounding communities, and vice versa, use of this system will facilitate collaboration during investigations.

FISCAL IMPACT: The cost for this maintenance agreement through Surveillance Integration which will encompass our program of approximately 125 cameras is \$53,680.78. Currently, the Selma PD has a budgeted amount of \$50,000.00 in Fiscal Year 2023-2024 under Maintenance Agreements, and the remaining \$3,680.78 amount will be transferred from another line item within the same Fund 100, Department 2100 budget.

RECOMMENDATION: Adopt Resolution approving maintenance agreement with Surveillance Integration for surveillance camera program.

_____/s/_____
Rudy Alcaraz, Chief of Police 10/04/2023
Date

_____/s/_____
Fernando Santillan, City Manager 10/04/2023
Date

RESOLUTION NO. 2023 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH SURVEILLANCE INTEGRATION TO
MAINTAIN OUR SURVEILLANCE CAMERA SYSTEM**

WHEREAS, the agreement with Surveillance Integration will ensure proper maintenance of the city wide surveillance camera system; and

WHEREAS, this maintenance agreement will ensure our current system is capturing data with the purpose of assisting the Police Department in enhancing crime solvability for successful prosecution; and

WHEREAS, Surveillance Integration is a proven integrator who performed the original implementation, installation and maintenance of the Avigilon surveillance system at the Selma Police Department. This Avigilon system is also used by several of our surrounding agencies which integration with our allied law enforcement partners, which is a necessity.

WHEREAS, the maintenance agreement provides that the City of Selma will pay an estimated cost of \$53,680.78 within the current fiscal year; and

WHEREAS, the City of Selma is authorizing the City Manager to execute an agreement with Surveillance Integration for the purpose of providing maintenance of our surveillance camera system; and

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

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

SECTION 2. The City Manager is hereby authorized to execute the agreement and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

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

PASSED, APPROVED AND ADOPTED this 16th day of October, 2023, by the following vote:

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

(Signatures on following page)

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

Sales and Service Agreement - Low Voltage Service Inc., DBA Surveillance Integration.

1. **SERVICES:** Low Voltage Service Inc., DBA Surveillance Integration (hereinafter referred to as "Surveillance Integration") shall install, service, and warranty the system(s) as designed by Surveillance Integration and approved by Customer, in accordance with Surveillance Integration Proposal (attached).
2. **INSTALLATION CHARGES:** The Customer agrees to pay Surveillance Integration, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.
3. **INSTALLATION, MAINTENANCE, SERVICE:** Customer hereby authorizes and empowers Surveillance Integration to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with Surveillance Integration standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of Surveillance Integration to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. Surveillance Integration is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of Surveillance Integration systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. Surveillance Integration will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by Surveillance Integration under this Agreement as necessary. Service provided by Surveillance Integration under this Agreement does not assure against, nor does Surveillance Integration assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our Full Service Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by Surveillance Integration.
4. **ACCESS:** Surveillance Integration technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.
5. **OWNERSHIP:** For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.
6. **OPERATION:** Customer represents and agrees to properly test the system and other electronic supported equipment. Customer is to notify Surveillance Integration promptly if customer requires Surveillance Integration service. If a request for service is made by the Customer, the Customer agrees to pay service charge at the prevailing rate per occurrence.
7. **DELAYS - INTERRUPTION OF SERVICE:** Surveillance Integration shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Surveillance Integration. Surveillance Integration will not be required to furnish service to Customer while such interruption shall continue.
8. **EQUIPMENT COVERED:** Refer to attached Proposal or Rider "A," as applicable.
9. **EXCLUSIONS:** Services to be provided by Surveillance Integration pursuant to this Agreement do not include:
 - a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as prescribed by Surveillance Integration and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.
 - b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
 - c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized equipment, software, or supplies.
 - d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Surveillance Integration physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Surveillance Integration equipment and devices not supplied by Surveillance Integration.
 - e) Repair of damage caused by network intrusion or unauthorized internet access.
10. **ADDITIONAL CHARGES:** Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Surveillance Integration prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Surveillance Integration specific permission, nor permit the same by other Contractors. Any work performed by Surveillance Integration to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Surveillance Integration prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Surveillance Integration shall be corrected by Surveillance Integration and paid for by Customer in accordance with Surveillance Integration prevailing rates.

Surveillance Integration shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. **LIQUIDATED DAMAGES - Surveillance Integration LIMITS OF LIABILITY:** It is understood that Surveillance Integration is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to Surveillance Integration by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from Surveillance Integration and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. Surveillance Integration MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that Surveillance Integration shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of Surveillance Integration, its agents or employees. The Customer does hereby waive and release any rights of recovery against Surveillance Integration that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of Surveillance Integration to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if Surveillance Integration should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be Surveillance Integration sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against Surveillance Integration more than one (1) year after the accrual of the cause of action therefore.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless Surveillance Integration from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by Surveillance Integration, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against Surveillance Integration for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of Surveillance Integration.

12. **INDEMNIFICATION:** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant, including the performance of on-site services at the City, or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.
13. **RENEWAL:** The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.
14. **TERMINATION/PAYMENT:** Surveillance Integration has the option to terminate this agreement for cause should any payment due from Customer to Surveillance Integration remain overdue for a period of more than thirty (30) days. Should Surveillance Integration elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
15. **SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of Surveillance Integration, which consent will not unreasonably be withheld.
16. **ENTIRE AGREEMENT:** This Agreement is to govern the providing of services by Surveillance Integration to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of Surveillance Integration. If approval is not obtained, the only liability of Surveillance Integration shall be to return to Customer the amount, if any, paid to Surveillance Integration upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
17. **JURISDICTION:** The laws of the State of California will govern This Agreement.

Company Name (End-User)

Low Voltage Service Inc., DBA
Surveillance Integration

Authorized By (Print)

Surveillance Integration Representative

Authorized Signature

Surveillance Integration Representative (Signature)

Date

Date



Selma Police Department



Date: October 2, 2023
To: Fernando Santillan, Selma City Manager
From: Rudy Alcaraz, Chief of Police
Subject: Justification of Sole Source for Surveillance Integration Camera Maintenance Program

Surveillance Integrations has designed and installed the surveillance camera systems for multiple Police Departments in our area including Sanger, Firebaugh, Parlier, Orange Cove, and Reedley. Based on the fact that video-based evidence is now a crucial factor in identifying perpetrators and securing prosecution, it was of utmost importance that we are able to share video information with our neighboring agencies since often times, crimes and criminals move from jurisdiction to jurisdiction.

In addition, Surveillance Integration possesses the knowledge and experience in working with Municipal Police Departments, recognizing their needs, and troubleshooting issues dealing with integration with the Fresno County Computer networks and infrastructure that is required to enhance a project such as this. They also routinely collaborate with UNITY who supplies our IT law enforcement services.

Per the City of Selma Finance Purchasing and Contract Procedures Chapter 2 – Specifications, Sole Source Purchases are permitted for purchases in excess of \$25,000.00 to be bypassed when the “commodity can be obtained from only one vendor”.

It is for these reasons we elected to have Surveillance Integration perform this continued work.

Sincerely,

Rudy Alcaraz, Chief of Police

Invoice

Date	Invoice #
8/31/2023	8178

Bill To
City Of Selma 1710 Tucker Street Selma, CA. 93662 Business License #6614

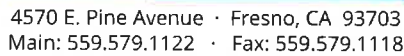
Ship To
City Of Selma c/o Selma Police Department

Due Date	Via	P.O. No.	Terms	Project
8/31/2023			Due on receipt	

Quantity	Description	Rate	Amount
	<p>FULL SERVICE PROTECTION PLAN: (see "City of Selma Video Security" dated 01/06/2021) This contract is set apart from service contract for New Police Department. "refer to FULL SERVICE CUSTOMER PROTECTION PLAN with exhibits A&B and Sales and Service Agreement"</p> <p>ONE YEAR SERVICE AGREEMENT: SEPTEMBER 1,2023 THROUGH AUGUST 31,2024 = (\$42,580.78)</p> <p>1. ALL VIDEO SECURITY EQUIPMENT INSTALLED BY SURVEILLANCE INTEGRATION PRIOR TO DECEMBER 31-2021</p> <p>2. COVERAGE PERIOD: 12-MONTHS BEGINNING SEPTEMBER 1,2023</p> <p>(THIS INVOICE COVERS 90-DAY PERIOD SEPTEMBER 1,2023 TO DECEMBER 1,2023)</p> <p>1 Full Service Customer Protection Plan and Warranty Information on city owned equipment installed by Surveillance Integration prior to 12/31/2021</p> <p>TERMS OF SALE / CONTRACT:</p> <p>TO BE INVOICED IN ADVANCE FOR 90-DAY PERIOD AT \$10,645.20 ANNUAL PRE-PAYMENT EARNS 5% DISCOUNT = \$2,129.04</p> <p>Sales Tax</p>	10645.20	10,645.20
		8.475%	0.00

WE APPRECIATE YOUR BUSINESS.

Total	\$10,645.20
Payments/Credits	\$0.00
Balance Due	\$10,645.20



Date	Invoice #
8/31/2023	8177

Bill To	
City Of Selma 1710 Tucker Street Selma, CA. 93662 Business License #6614	

Ship To
City Of Selma "NEW" Police Department 2055 Third Street Selma, CA 93662

Due Date	Via	P.O. No.	Terms	Project
8/31/2023			Due on receipt	

Quantity	Description	Rate	Amount
	<p>NEW POLICE DEPARTMENT: FULL SERVICE PROTECTION PLAN: (includes labor and travel)</p> <p>ONE YEAR SERVICE AGREEMENT, SEPTEMBER 1,2023 TO AUGUST 31,2024 = (\$11,100.00)</p> <p>1. ALL VIDEO SECURITY, ACCESS CONTROL AND AUDIO INTERCOM EQUIPMENT, INSTALLED BY SURVEILLANCE INTEGRATION PRIOR TO OCTOBER 31-2021</p> <p>2. COVERAGE PERIOD: 12-MONTHS BEGINNING SEPTEMBER 1,2023 (\$11,100.00) year two \$19,200.00 year three ...\$23,400.00</p> <p>(THIS INVOICE COVERS 90-DAY PERIOD: SEPTEMBER 1,2023 TO DECEMBER 1,2023</p> <p>1 Full Service Customer Protection Plan and Warranty Information on city owned equipment installed by Surveillance Integration prior to October 31-2021</p> <p>TERMS OF SALE / CONTRACT: TO BE INVOICED IN ADVANCE FOR 90-DAY PERIOD IN THE AMOUNT OF \$2,775.00 ANNUAL PRE-PAYMENT EARNS 5% DISCOUNT = \$555.00</p>		
	Sales Tax	8.475%	0.00

Total	\$2,775.00
Payments/Credits	\$0.00
Balance Due	\$2,775.00

I've attached service contracts for the next 12-months for Video Security, Access Control. Invoice 8177 covers the New PD building for all equipment we installed prior to Oct 31-2021. Invoice 8178 covers equipment apart from the new PD building. (public cameras, wireless, tower equipment etc.)

As you will note: The service contract for the new PD building equipment we installed, will raise to \$19,200 for the 12- months between 9/1/24 and 8/31/25 due to equipment will be outside of any manufacturer's warranty. Both contracts provide a 5% discount if paid in advance for the full 12-months.

I wanted to get these invoices to you so you would have time to process. Give me a call if you have any questions.

Regards,

Jim Richardson

O: 559-579-1122

C: 559-999-

0166

www.survint.com

ITEM NO: H.

SUBJECT: Consideration of a Resolution Awarding Downtown Strategic Plan Agreement to Raimi and Associates

BACKGROUND:

On August 2021, the City of Selma was awarded funding for the preparation of a Downtown Strategic Plan (Plan) through the Fresno County Transit Oriented Development (TOD). The grant was originally awarded to the City of Selma for the following three planning activities: 1) Downtown Mixed-Use Overlay, 2) Downtown Business Improvement District (BID), and 3) Downtown Strategic Plan. The BID has since been formed and the Downtown Mixed-Use Overlay is being rolled into the Zoning Code Update which is nearing completion.

The Plan aims to assess the economic and physical aspects of downtown and formulate actionable goals that align with the TOD program's key elements, such as density, walkability, livability, and green development. This plan is significant as the City has never had such a coordinated strategy with efforts with local stakeholders aimed at attracting future investments to sustain the City's downtown core to enhance vibrancy and viability of current or future businesses.

DISCUSSION:

City staff initiated a Request for Proposal (RFP) process to contract the development of the Downtown Strategic Plan. The RFP was made initially available on the City website on September 14, 2023. Additionally, it was directly sent to qualified firms based in California that have provided similar services to agencies within the region.

The deadline for submitting proposals under the RFP was October 4, 2023. The City received a total of five proposals. These proposals underwent evaluation by a committee where members convened and compared the five proposals in accordance with the grading criteria identified in the RFP.

After consideration by the Downtown Strategic Plan Committee, it is recommended that the City Council award the Professional Services Agreement to Raimi and Associates for the development of a Downtown Selma strategic plan.

FISCAL IMPACT: The available grant funds provided by Fresno County Transit Oriented Development (TOD) will fully fund the agreement.

RECOMMENDATION It is recommended that the City Council approve the Resolution awarding the Professional Services Agreement to Raimi and Associates for the development of a downtown strategic plan.

October 16, 2023
Date

October 16, 2023
Date

October 16, 2023
Date

ATTACHMENTS:

- 1. Resolution**
- 2. RFP Document**
- 3. Raimi and Associates Proposal**

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT AND
AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT WITH RAIMI
AND ASSOCIATES FOR THE PURPOSE OF DEVELOPING A DOWNTOWN
STRATEGIC PLAN**

WHEREAS, the City of Selma is authorizing the City Manager to execute a Professional Services Agreement (Agreement) with Raimi and Associates for the purpose of developing a Downtown Strategic Plan; and

WHEREAS, the total fees associated with this agreement shall not exceed \$149,991 for the entirety of the agreement.

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

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

Section 2. The work performed will be consistent with the work details listed in the proposal provided by Raimi and Associates titled “Proposal Submission or the City of Selma Downtown Strategic Plan” dated October 4, 2023.

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

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

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

PASSED, APPROVED, AND ADOPTED this 16th day of October 2023, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

CITY OF SELMA

REQUEST FOR PROPOSALS (RFP)

Downtown Selma Strategic Plan

Released on September 14, 2023

Proposals Due on October 4, 2023 12:00 PM

Dear Consultants:

The City of Selma (hereinafter referred to as the “City”) is requesting proposals for a Downtown Selma Strategic Plan (“Strategic Plan”). The Strategic Plan will help position Downtown Selma for short-term economic recovery and long-term economic vitality and vibrancy with the goal of Downtown Selma developing its identity as a retail and entertainment hub of the region. The Strategic Plan will build upon the momentum of the establishment of the Selma Downtown Business Improvement District and set up Downtown for future success, benefiting all who live in, work in and/or visit Downtown.

The selected consultant will create a shared vision for Downtown Selma, including implementation strategies to support the vision.

ABOUT US

The City of Selma has a population of approximately 25,000. Situated along State Route 99 at the intersection of State Route 43 within Fresno County, California, the economic vitality of the community mainly stems from regional retail and services in addition to a thriving Central Valley agriculture industry. The revitalization of downtown is a priority for the community, as demonstrated by the City’s investment in the Performing Arts Center and continued deliberate focus on reviving the ambiance, activity, and life at the heart of the City.

RFP TIMELINE

This RFP will be governed by the following schedule:

- Release of RFP: **September 14, 2023**
- Deadline for Proposals to Submit Questions: **September 21, 2023**
- Deadline for City to Answer Questions: **September 28, 2023**
- Proposal Due Date: **October 4, 2023**
- Approval of Contract: **TBD**

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

QUESTIONS & ANSWERS

Questions regarding this RFP are to be submitted to the City of Selma Economic Development Manager at AliciaA@cityofselma.com by 12:00 p.m., September 21, 2023. Answers to all questions submitted will also be provided via email.

SCOPE OF WORK

Key areas of interest and focus desired in the Downtown Strategic Plan include but are not limited to:

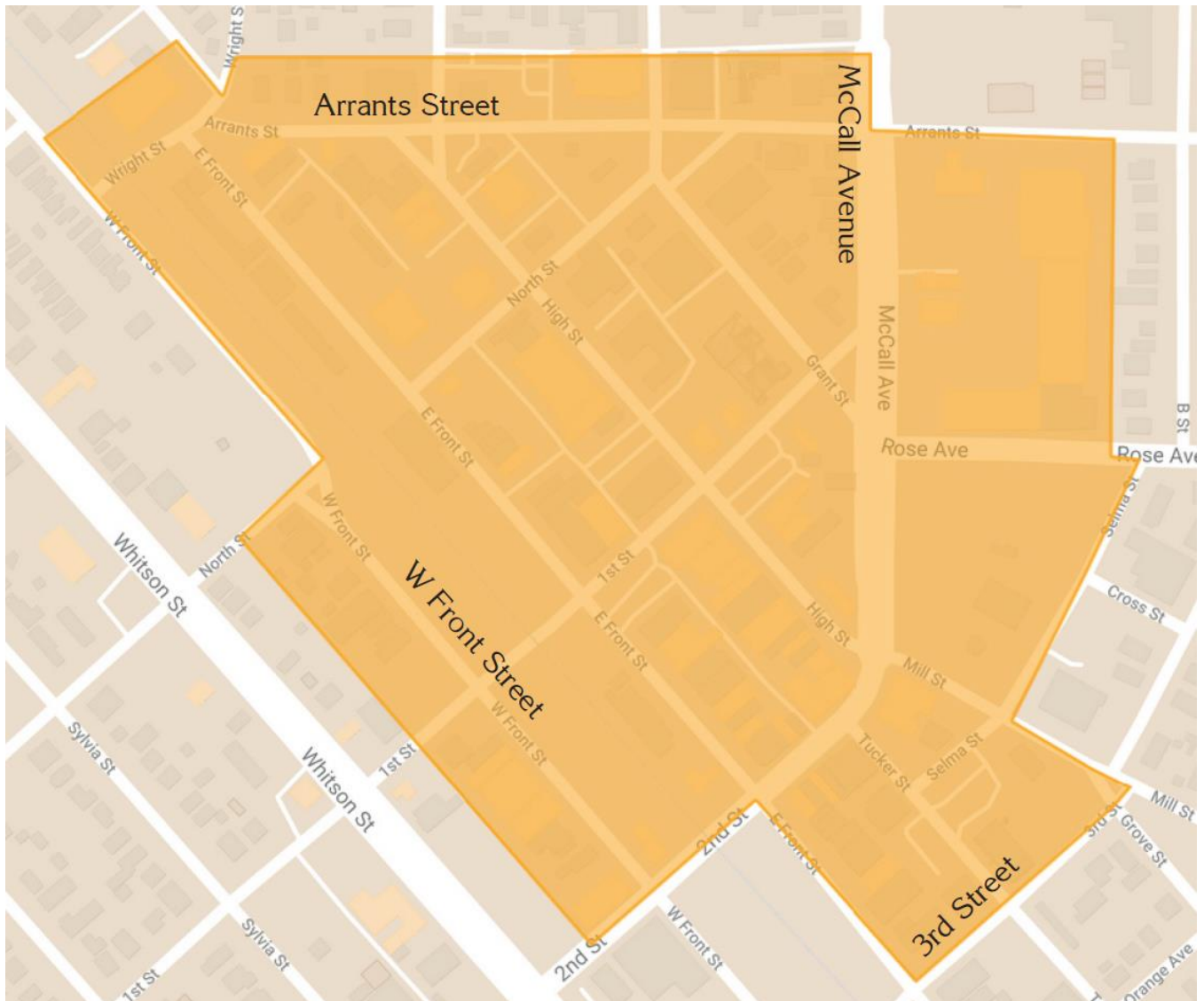
- Market analysis to inform strategic business attraction and retention opportunities.
- Place-making: Branding and marketing distinct identities for the Downtown neighborhood; Strategic destination retail and locally owned business support; continued focus on place-making projects in the works and potential future projects.
- Connectivity & Wayfinding: Physical and perceived disconnect between areas of Downtown, including street level and skywalk level, Downtown core, Downtown districts.
- Mobility and pedestrian-friendly environment.
- Activation of public spaces, including green and urban spaces.
- Clean, safe and beautiful initiatives.
- Overall Downtown experience for employers, employees, residents, visitors and surrounding neighborhoods.

Key opportunities to address:

1. Land Use Strategies
2. Transportation
3. Urban Design and Aesthetics
4. Affordable Housing
5. Green Building
6. Parking

Study Area:

- Utilize the Study Area identified by the Business Improvement District Feasibility Study and include focus points for key destinations such as High Street, Selma Arts Center, Veterans Plaza and Lincoln Park.



Downtown Strategic Plan Scope of Work:

Collaboration and Planning Process: Work closely with the City Manager or their designated representative and relevant committees to develop a comprehensive planning process. This includes defining the timeline, logistics, and deliverables.

Strategic Planning Sessions: Conduct strategic planning sessions involving key stakeholders. The primary outcomes should encompass reviewing the mission, establishing vision and value statements, and formulating strategic goals, strategies, and key performance indicators aligned with the mission.

Program and Partnership Inventory: Assess existing programs and partnerships to create a baseline understanding. This will help identify service gaps and opportunities for alternative delivery options, partnerships, and collaborations.

Benchmarking and Success Comparisons: Present benchmarking data and comparisons showcasing successful downtown revitalization efforts and how they have evolved over time. This should cover aspects like budgets, mission/vision statements, scope of services, historical changes, service delivery methods, and other pertinent considerations for Operation Downtown's assessment.

Goals and Objectives Alignment: Identify goals and objectives derived from the market and retail analysis to ensure alignment with the broader strategic plan.

Market Analysis Results: Communicate the findings of the market analysis, including identified trends and insights.

Recommended Strategies: Outline recommended strategies to foster a cohesive, economically vibrant, pedestrian/bicycle-friendly, and transit-oriented development environment within Downtown Selma.

Challenges and Constraints Identification: Detail observed challenges and constraints that hinder the revitalization of Downtown Selma.

Implementation Measures: Identify actionable measures to implement the recommendations gathered in this strategic plan development.

Downtown Strategic Plan Deliverables:

- Kickoff Meeting
- Data Collection Inventory
 - Market and Retail Analysis: Conduct a comprehensive analysis of downtown market and retail conditions, including an examination of consumer trends, business performance, and retail vacancy rates.
 - Public Infrastructure Assessment: Evaluate the downtown's public infrastructure needs and priorities, encompassing aspects of mobility and accessibility. This assessment should cover connectivity, green spaces, public areas, programmable

spaces, and the implementation of best practices that facilitate seamless connections for pedestrians, cyclists, public transit users, motorists, and other micro-mobility options to various destinations and multimodal parking facilities.

- Develop a mechanism for public participation in the decision-making process, such as an online survey.
- Site Visit
 - Conduct a series of site visits that cover the entire downtown area under consideration.
- Stakeholder Meetings
 - Host a series of stakeholder and community workshops to gather feedback to form and refine the vision that this Strategic Plan will implement.
- Administrative Draft Strategic Plan
 - Mixed-Use Recommendations: Provide recommendations for an optimal mix of office, retail, residential (including affordable units), hospitality, events, and other uses within Downtown Selma.
 - Business Improvement District (BID) Utilization: Develop a comprehensive action plan that strategically leverages the existing Business Improvement District (BID) to support and enhance downtown businesses while promoting local activities. This plan should outline both short-term goals (over the next 24-36 months) and long-term objectives (spanning 5-10 years) for Downtown Selma.
 - Identify key and catalytic opportunities unique to Downtown Selma in the following areas:

1) Transportation Corridor Enhancement	8) Green Space
2) Parking Resource Efficiency	9) Green Building
3) Pedestrian and Bike Circulation	10) Affordable Housing (in downtown or immediately adjacent areas)
4) Opportunity Site Identification	11) Streetscape
5) Neighborhood Connectivity	12) Infrastructure and Design
6) Quality of Life Amenities	
7) Place Making	
- Meeting to Discuss Administrative Draft
 - Host a meeting to discuss the preliminary draft of the strategic plan with city officials.

- Public Review Draft
 - Prepare a draft to be released to the public, stakeholders, and interested parties for their feedback and input.
- Public Workshops
 - Public workshop to discuss Public Review Draft with the general public and stakeholders to gather comments and possible revisions to document.
- Final Draft Strategic Plan Presentation
 - Prepare a final iteration and presentation of the Strategic Plan to be shared with City Council, executive team, and relevant stakeholders.

PROPOSAL FORMAT GUIDELINES

No reply or closing memorandum may exceed 10 pages. Consultants are to provide the City with a proposal using the following guidelines:

Each proposal must adhere to the following order and content of sections.

A. Qualifications and Experience

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

Outline your firm's professional experience in developing strategic plans and include the number of employees (licensed professionals, technical support) on the proposed project team. Additionally, detail your level of expertise in land use, planning, and real estate practices.

B. Methodology Section

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

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
4. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

C. Staffing

Provide a list and resumes of individual(s) who will be working on this project, their relevant experience, and indicate the functions that each will perform and anticipated hours of service of each individual. Please note that this attachment does not count towards the page limit.

D. Similar Projects

Provide a list of at least municipal/public agency references for similar services provided by your firm. The City reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

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

E. Fee Proposal

All proposers shall submit a fee proposal, which delineates tasks, hours and cost for all staff working on the project. Proposals shall be valid for a minimum of 180 days following submission.

PROCESS FOR SUBMITTING PROPOSALS

Proposals must be submitted via email to the City Clerk, Reyna Rivera at ReynaR@cityofselma.com, by or before 12:00 p.m. (PST) on October 4, 2023. The electronic bid system will not accept any Proposals after the Proposal Deadline. Only a Proposal submitted via email to the City Clerk Reyna Rivera at ReynaR@cityofselma.com will be considered for evaluation.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

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

The criteria are as follows:

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

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

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

A. Responsiveness Screening

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

B. Proposal Review

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

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

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

EX PARTE COMMUNICATIONS

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

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal,

and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

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

STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date.

Cost for Preparing Proposal

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

Professional Services Agreement

The City will enter into a professional services agreement with the consultant found most qualified. A copy of the City's standard PSA is attached hereto. Please be advised the following provisions of the City's PSA are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

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

CITY OF SELMA PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 16, 2023 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Raimi & Associates ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 1, 2024 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in conformance with the standards of quality normally observed by an entity engaged with a municipal government.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed one hundred forty-nine thousand nine hundred ninety-one (\$149,991) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

(30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

6. OWNERSHIP OF DOCUMENTS

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

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

performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited

by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City: City of Selma
1710 Tucker Street
Selma, CA 93662
Attention: City Manager

With a Copy To: Selma City Attorney
Griswold LaSelle Cobb Dowd & Gin LLP
111 East 7th Street
Hanford, CA 93230
Attention: Megan Dodd

To Consultant: Raimi and Associates
1900 Addison St Suite 200
Berkeley, CA 94704
Attention: Walker Wells

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22 REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

“CITY”
City of Selma

“CONSULTANT”
Raimi & Associates

By: _____
Fernando Santillan, City Manager

By: _____

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
_____, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

Task 1: Project Management

1.1 Project Kick-off Meeting

R+A and team members will prepare for and attend a 2-hour virtual kick-off meeting to discuss project goals, timeline, and data requests, and identify immediate project needs.

Our initial data request is as follows:

- GIS Data (shape files) for the downtown area
- Street Plans (curbs, property lines)
- Underground Utility Plan + Locations
- Relevant planning documents
- Initial list of key stakeholders such as property owners, Selma District Chamber of Commerce, Selma Museum Historical Society, BID members

1.2 Project Management

R+A will attend up to 10 one-hour monthly meetings with staff to discuss project progress. Other team members will attend up to 3 meetings on an as-needed basis.

1.3 Travel Time

R+A and EPS will travel to Selma and participate in two events including a 2-day Charrette and a presentation of the public draft. Fehr & Peers and AMI will participate in the 2-day Charrette.

Task 2: Preliminary Research and Analysis

2.1 Strategic Planning Session #1 (Stakeholder Meetings) (Virtual)

R+A will conduct an initial round of stakeholder meetings to learn about the community, listen to local leaders, gain a detailed understanding of perceived constraints, and create connections with stakeholders to ensure involvement in the strategic plan process and participation in the charrette. R+A will prepare for and attend up to 6 meetings that may include attending regularly scheduled meetings for organizations, individual interviews, or small group meetings. Attendance will be virtual using Microsoft Teams or Zoom. R+A and AMI will work with City staff in identifying key stakeholders and scheduling meetings.

2.2 Market + Retail Analysis

Our team member Economic Planning Systems will draw from available public and subscription-based data, to prepare a current economic profile of Downtown. This will include industries, retail types, employment, and sales. In addition, this effort will consider the characteristics of households in the area, the level of visitation



to the downtown by Selma residents (to the extent data is available), civic and cultural activities, and other factors that influence economic activity.

EPS will then assess the real estate market activity and development potential in Downtown Selma for retail, commercial office, residential, and other land uses, as determined through the strategic planning session and discussions with the City. The assessment will establish land use inventories, occupancy rates, values (sale prices and lease rates), and other market and product characteristics for each land use category, considering past performance, current conditions, and future potential.

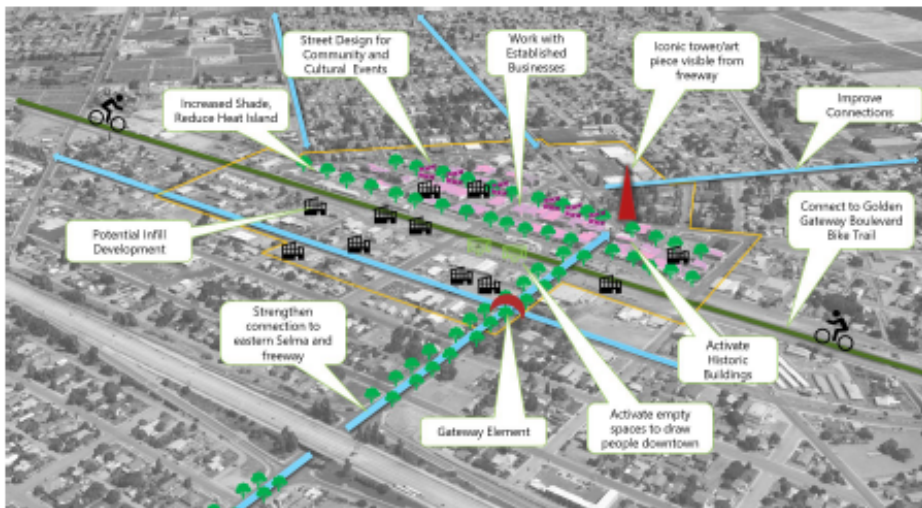
EPS's analysis will rely on a range of data and sources, including subscription-based data from CoStar related to commercial real estate performance metrics. The effort will include a focused look at retail spending patterns, retail supply and mix, and potential categories for retail sales capture (i.e., "gap" analysis) based on State and/or City data concerning retail sales tax revenue. The research may be supplemented by virtual interviews with local real estate professionals or other stakeholders, as needed. In addition, EPS will consider recent and planned Downtown development and community feedback gathered during stakeholder meetings.

EPS will summarize data and key findings in a format that can be easily utilized for stakeholder outreach and integrated into the Downtown Strategic Plan.

2.3 SWOT + Public Infrastructure Analysis

The R+A team will develop a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis based on the existing conditions, development and retail opportunities and constraints, and the stakeholder interviews. This will be used to prepare an introductory document for the Charrette. The SWOT will include high-level case study examples of 2-3 similar successful downtown revitalization efforts, identify "opportunity sites" for potential development, and provide a high-level assessment of public mobility infrastructure, placemaking locations, and ways to strengthen connections to areas of the City.

The illustration below identifies several initial observations and possible interventions that are consistent with the project objectives outlined in the request for proposals. These include gateway treatments on High Street and Second Street, identifying ways to active the second floor of historic buildings, increasing the amount of shade, improving bicycle safety, and exploring a reconfiguration of High Street to better support temporary events related to the Art Center, a weekly farmers market, and various festivals.



Initial suggestions for Downtown Selma Revitalization Strategies

Task 3: Charrette

3.1 Charrette Prep

R+A will review background materials including the General Plan, BID establishment documents, and historic resources. R+A will outline specific goals for the Charrette, prepare a detailed Charrette agenda, and work with team members to prepare materials for the event (maps, photos, the SWOT analysis, PowerPoint slides, etc.). R+A will work with the City to identify a visible space for the Charrette within the plan area, ideally the Selma Art Center. It is typical for the project team to set up a temporary studio for the duration of the charrette and to conduct stakeholder meetings in the space, provide opportunities for the public to stop by, and offer various ways for people to provide input, such as through image boards, surveys, post-it notes on maps, various dot voting exercises, and child-friendly activities. City staff will finalize use of Charrette space and prepare space before and break down space following the event.

3.2 Charrette

The R+A Team will prepare for, attend, and run a 2-day charrette. The charrette will begin with a site tour and strategic strategy sessions with city staff and key stakeholders. The team will then work on developing the downtown strategic plan. The charrette studio will be open to the public for the full two days for the community and stakeholders to come in at any time to participate. The event will meet the Brown Act requirements for public notification. The event will conclude with a public presentation. Following the Charrette, R+A will organize and document the Charrette results, so they are accessible to City staff and the consultant team. An optional task is listed below to summarize the event with an online community survey to provide more feedback on the results of the survey before writing the Admin Draft of the plan.

Proposed Draft Agenda:

Day 0: 5:00 – 8:30 PM

- Team dinner with City staff and key stakeholders. The dinner will be held at a location in the downtown area.

Day 1: 7:30 AM – 7:00 PM

- Site tour
- SWOT Summary
- Group Strategy Sessions
 - Place-making/Branding
 - Mobility, Connectivity, and Transportation
 - Development potential/Market Opportunities
 - BID Utilization
- Stakeholder Meetings
- Team Work Session

Day 2: 7:30 AM – 8:00 PM

- Stakeholder Meetings continues
- Work Sessions Continues
- Open Office Hours
- Public Presentation
 - Summary of Vision and Goals
 - Key and Catalytic Opportunities
 - Place-making/Mixed-use Recommendations
 - BID Utilization
 - Identify questions for community input
- Next Steps, Wrap Up, and Thank You's

Task 4:

4.1 Admin Draft Downtown Strategic Plan

The R+A team will summarize the results of the Charrette and develop an outline/framework for the Downtown Selma Strategic Plan. This task will yield prioritized short- and long-term recommendations including potential land use policy, strategic investments, and economic development activities. After confirmation from the City on the outline/framework of the plan, R+A will develop an Admin Draft Plan. The Administrative Draft will use the charrette outcomes to inform how the following can be integrated into the vision and strategies for Downtown Selma:

- Enhancement of transportation corridors leading to the Downtown, efficient use of parking, improved bike and pedestrian safety, and enhanced neighborhood connectivity
- Increased quality of life features such as placemaking, streetscape improvements, green spaces, and public spaces for community events
- Identification of opportunity sites for mixed-use development, affordable housing (consistent with the current Housing Element and State law), senior housing, market rate housing, and "missing middle" housing in the Downtown and immediately adjacent areas
- Incorporation of green building, renewable energy, and urban heat mitigation methods.

The Strategic Plan will include the following components:

- **Background and Context Setting**, on the Plan development process and Downtown Selma
- **Challenges, Constraints, and Opportunities**, detailed description of the physical and economic challenges and constraints that hinder the revitalization of Downtown Selma, combined with a description of the major assets and opportunities.
- **Placemaking strategies**, such as gateway treatments, street reconfigurations, public plazas, shade canopy, misting stations, art installations, or visual connections from the freeway to downtown.
- **Branding/Marketing Strategies**, such as emphasizing the Raisin Capital of the World designation, marketing to freeway travelers
- **Economic Strategies**, insights from the Market and Retail Analysis will inform recommendations that reflect trends that have emerged over the past decade and the projected future vision of the downtown coincident with the creation of the Downtown Selma Business Improvement District.
- **BID capacity and utilization**, the goal will be to identify tenant types and market segments that are well-suited for the Downtown area and identify ways to use BID revenue in strategic and catalytic ways to foster new investment.
- **Implementation Measures**, actionable measures to implement the recommendations and strategies including needs for environmental/CEQA clearance for specific projects.

4.2 Public Draft Downtown Strategic Plan

Following the City staff review of the Admin Draft, R+A will make changes to the Admin Draft Plan, review changes with Staff, and publish the Public Draft Plan.

4.3 Public Draft Presentation

R+A + EPS will give a presentation of the Public Draft Plan in Selma. The presentation may be at a public workshop, City Council study session, or other meeting where the team hear feedback from public and elected officials and provide background on the process and recommendations in the Strategic Plan.

4.4 Final Downtown Strategic Plan

R+A will make changes to the Public Draft Plan as necessary and publish a Final Downtown Selma Strategic Plan. Following the publication of the Final Plan, an optional task is listed below to create a summary video of the plan.

EXHIBIT B

RATE SCHEDULE

	Raimi + Associates				EPS			Fehr + Peers			AM		Total	
	Principal	Senior Associate	Planner	Graphics	Principal	Associate	Associate	Principal	GIS Tech	Admin	Principal		Labor Hours Per Task	Labor Cost Per Task
Task 1: Project Management														
1.1 Project Kick-off Meeting	3	3	3		2	2		1		2	2		18	\$ 3,645
1.2 Project Management (10 meetings)	10	10	10		4	4		2					40	\$ 8,710
1.3 Travel Time (2 trips for CS; 1 Trip for WW,SM,MH) (2 trips for EPS; 1 trip for F+P)	20	20	10		8	4		8					70	\$ 16,390
Subtotal Task 1	33	33	23	-	14	10	-	11	-	2	2	-	128	\$ 28,745
Task 2: Preliminary Research and Analysis														
2.1 Strategic Planning Session #1 (Virtual)	4	6	8		4	4					8		32	\$ 6,130
2.2 Market + Retail Analysis	2	8			25	50	4						89	\$ 19,065
2.3 SWOT + Public Infrastructure Analysis	4	12	24					4			10		54	\$ 9,290
Subtotal Task 2	10	26	32	-	29	54	4	4	-	-	18	-	175	\$ 34,485
Task 3: Charrette (2 days)														
3.1 Charrette Prep + Base Drawings	2	10	20		4	16			4				56	\$ 10,070
3.2 Charrette (4 R+A; 1-2 EPS; 1 AM; 1 Mobility)	32	20	20		20	0		16			20		128	\$ 28,340
Subtotal Task 3	34	30	40	-	24	16	-	16	4	-	20	-	184	\$ 38,410
Task 4: Downtown Selma Strategic Plan														
4.1 Admin Draft Downtown Strategic Plan	6	12	32	20	20	12		4					106	\$ 19,790
4.2 Public Draft Downtown Strategic Plan	4	6	12	16	2	2							42	\$ 6,740
4.3 Public Draft Presentation (1 R+A and 1 EPS)		6	8		4	8							26	\$ 5,020
4.4 Final Downtown Strategic Plan	4	8	8		2	2							24	\$ 3,780
Subtotal Task 4	10	28	60	44	26	24	-	4	-	-	-	-	198	\$ 35,330
TOTAL LABOR COSTS														
Total Hour	87	117	155	44	96	104	4	35	4	2	38	-	685	
Billing Rate	\$275	\$220	\$135	\$110	\$285	\$185	\$95	\$265	\$130	\$150	\$125	\$0		
Labor Cost	\$23,925	\$25,740	\$20,925	\$4,840	\$27,075	\$19,240	\$380	\$9,275	\$520	\$300	\$4,750	\$0		
Total Firm Labor Cost				\$75,430			\$46,695		\$10,095		\$4,750			\$ 136,970
EXPENSES														
Prop d/Sub Management (7%)				\$4,308			\$0			\$0		\$0		\$ 4,308
Meeting Expenses (Printing, Translations)				\$550			\$0							\$ 550
Travel				\$3,000			\$1,600			\$1,000		\$300		\$ 5,900
Office Expenses (3%)				\$2,263			\$0					\$0		\$ 2,263
Total Expenses				\$10,121			\$1,600			1,000		300		\$13,021
GRAND TOTAL				\$149,991										
Optional Tasks														
2.4 Precedent Study/Success Comparisons				\$11,610										
3.3 Online Public Survey (Optional Task)				\$6,290										
4.6 Final Presentation Video				\$6,750										
Office Expenses (3%)				\$740										
TOTAL OPTIONAL TASKS				\$25,390										

Raimi + Associates

13

Downtown Selma Strategic Plan

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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



PROPOSAL SUBMISSION FOR THE

City of Selma

Downtown Strategic Plan

October 4, 2023

Submitted by Raimi + Associates

In partnership with: Economic Planning Systems | Fehr & Peers | AMI Concepts

October 4, 2023

Reyna Rivera
City Clerk
1710 Tucker St.,
Selma, CA 93662

Subject: City of Selma Downtown Strategic Plan

Dear Ms. Rivera,

Raimi + Associates is excited to present our team's proposal for the Downtown Selma Strategic Plan. We have assembled a team of experienced in urban planning, placemaking, economics, and historic business district revitalization to provide expert services to the City of Selma.

Downtown Selma has valuable assets including historic buildings on High and 2nd Streets, an interesting and walkable street grid, established local businesses including Nelson's Hardware, Fox Drugs, Rodolfo's, Fosters Freeze, the Wilkins Drive-In, and several banks, the Post Office, and Lincoln Park. The Selma Art Center is bringing new cultural offerings and evening activities. Downtown Selma offers many options for placemaking, infill development, improved aesthetic cohesion, activating public spaces, increasing shade, creating gateways to the downtown area, and leveraging events like the Selma Rotary Marching Band Festival and the Raisin Festival to increase the local economic activity.

Our proposal builds on these assets while bringing fresh eyes to the district's potential. Raimi + Associates is an innovative urban planning and sustainability firm with a strong track record of successfully helping cities meet their goals for thoughtful growth, strengthening community character, and conducting engaging and inclusive public processes. Fehr & Peers is a leading transportation firm with expertise in complete streets, cyclist and pedestrian safety, parking, and designing streets for placemaking and community events. Economic Planning Systems provides market analysis, identification of viable business opportunities for the downtown district, and recommendations on sources of funding and financing. AMI, led by Jan Minami, will provide local knowledge and input on the structure of the business improvement district and the services that the BID will be able to provide.

Our approach to the scope of work is built around the "charrette" methodology of spending several days of focused work in Selma to get a "boots on the ground" feel for the community, meet residents and business owners, and quickly develop creative and implementable ideas for the downtown. This approach has been used successfully by our team to quickly generate compelling ideas, engage community members, and quickly move from concepts to proposals. It is time-efficient, engaging, and fosters innovative out-of-the-box thinking. We are confident that this approach will make the most out of the City's available budget and produce a clear and achievable vision of the future for Selma's Downtown.

Sincerely,



Walker Wells, AICP, LEED AP
Principal

A. Qualifications and Experience

Team Organization

Primary Contact: Walker Wells, walker@raimiassociates.com, (310) 922-8443

Website: <https://www.raimiassociates.com/>

The team we have assembled for this project combines in-house expertise at Raimi + Associates with the experience of specialists in transportation, urban economics, and business district operations. The R+A Project Team consists of Walker Wells (Principal in Charge), Principal Simran Malhotra, Senior Associate Christopher Sensenig (Project Manager), and Planner Michelle Hernandez. Our sub-consultants are Economic Planning Systems, Fehr & Peers, and AMI Concepts.

Raimi + Associates



Founded in 2006, Raimi + Associates is a mission-driven consulting firm with 23 employees across two offices – Berkeley and Los Angeles, California. Many of our employees are certified in their respective practice areas, with three of the four R+A proposed project team members being AICP-certified planners and two having LEED accreditations. Raimi + Associates is an S-Corporation.

At Raimi + Associates, we are committed to creating healthy, inclusive, sustainable, and enduring places. Over the years, we have served dozens of communities across the nation as trusted advisors, skilled practitioners, imaginative problem solvers, and effective communicators. We help communities achieve their long-term visions by listening to and learning from ordinary people, partnering closely with our clients, and relying on our keen eye for place.

To address the complexity of communities, Raimi + Associates integrates a host of interrelated subjects — land use and design, sustainability and green building, public health and social equity, and public engagement and visioning — into planning and social research efforts at a variety of scales. Our work focuses on six practice areas:

- **URBAN DESIGN + AREA PLANNING**, including specific plans, neighborhood plans, vision plans, urban design studies, form-based codes, design guidelines, zoning codes, and corridor plans.
- **COMPREHENSIVE PLANNING**, including citywide general and comprehensive plans, community plans, TOD plans, and vision plans.
- **PUBLIC HEALTH + EQUITY**, including health and environmental justice elements and policy, community wellness surveys, Health Impact Assessments (HIAs), Health in All Policies Initiatives (HiAP), mapping and analysis, and healthy development checklists.
- **SUSTAINABILITY + CLIMATE ACTION**, including climate action plans, GHG emissions inventories, LEED-H, LEED-ND, and LEED-CC certification, and sustainability policy and analysis.
- **STRATEGIC PLANNING, EVALUATION + ASSESSMENT**, including community assessments, impact and developmental evaluation, and organizational strategic planning.
- **ENGAGEMENT, COMMUNICATION, + TECHNICAL ASSISTANCE**, including community engagement programs, meeting facilitation, policy/program strategy, skills training, branding, graphic design, and website design.

Raimi + Associates uses several procedures and systems to manage projects and ensure that the work is completed in a high-quality fashion within the scope and budget. We use the Ajera (Deltek) accounting software to track expenditures, allocate staff time, and generate regular reports of project status. We

review project status weekly and our management team meets semi-monthly to review staff allocations, budget expenditures, and the status of deliverables. Combined, these methods ensure that our projects satisfy the requirements of the established scope of work and fully meet the needs of our clients.

R+A has a great deal of experience working with cities across the state and nationally to prepare downtown and transit district specific plans, area plans, and general plan updates. We also have in-house strategic planning expertise and our staff are trained facilitators. We apply these skills to our urban planning projects to help communities identify a clear vision, achievable goals, and short- and mid-term actions. R+A participated in the EPA Building Blocks Program that provided a three-day intensive evaluation of existing neighborhoods using the LEED for Neighborhood Development standard. These charrette-style engagements required our staff to quickly synthesize background information, listen closely to stakeholders, and develop a series of recommendations. R+A Principal led over 20 of these efforts and he has also participated as an invited expert for multiple Urban Land Institute Technical Advisory panels that use a similar structure.

Subconsultants

Raimi + Associates serves as the project lead, ensuring that all subconsultants and tasks are coordinated and meet the standards of the City. R+A will lead overall project coordination and be responsible for developing the various deliverables within the schedule and budget. We are supported by Economic Planning Systems, Fehr & Peers, and AMI Concepts in developing the Downtown Selma Strategic Plan.



Economic Planning Systems (EPS) will lead the economic analysis and market feasibility components of the Downtown Selma Strategic Plan. EPS is a land economics consulting firm, experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization. EPS was founded on the principle that real estate development and land use-related public policy should be built on a realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives. Since 1983, EPS has provided consulting services to hundreds of public- and private-sector clients in California, Colorado, and throughout the United States. EPS excels in preparing concise analyses to support decision-making, and provide solutions to real estate development and land use-related problems. EPS has offices in Sacramento and Oakland.



Fehr & Peers (F&P) will lead the transportation, traffic, and circulation components of the Selma Downtown Strategic Plan, and build off the firm's work on the City of Selma's Active Transportation Plan. At Fehr & Peers, we are passionate about transforming transportation consulting through innovation and creativity. We derive inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. At Fehr & Peers, we partner with public agencies and communities to understand and shape mobility with a focus on people and getting them safely to where they need to go. We approach mobility challenges through listening and with empathy, curiosity, and humility to deliver implementable, data-driven solutions reflecting community values and needs. Our commitment to inclusive, local, and long-term relationships remains central to our philosophy. Founded 35 years ago, we have many client relationships that are decades long, built on years of listening, understanding, collaborating, and producing successful outcomes. F&P has offices in Sacramento and Roseville.



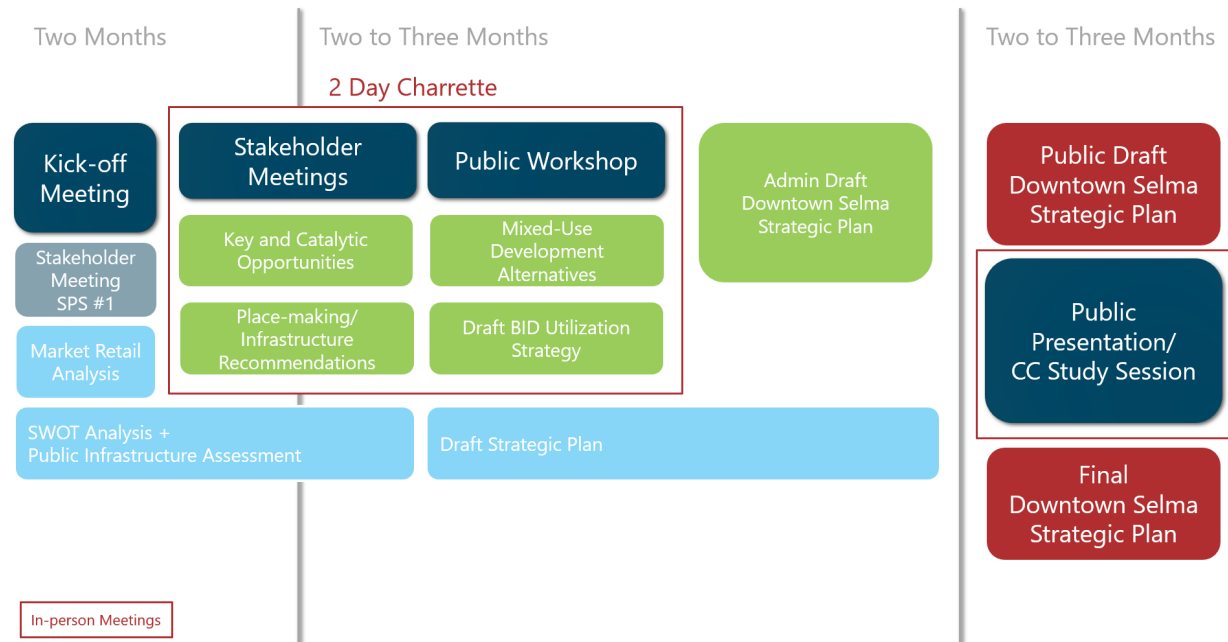
AMI Concepts will serve as the local expert and advisor. AMI Concepts has been focused on building vibrant Downtowns and cities through district formation, place activation, and business development over the last 12 years. Jan Minami, Principal, is currently working with business and property owners in California's Central Valley to form improvement districts. She led the joint Strategic Plan for the

business and property owner organizations in Downtown Visalia, California, and has led the BID formation process in both Downtown Kingsburg and Downtown Selma. AMI Concepts is located in the Central Valley.

B. Methodology

The R+A team will use a charrette format to meet the goals and scope of work for the Downtown Selma Strategic Plan. The team will meet with staff and key stakeholders during the preliminary research and analysis phase and then convene for a 2-day charrette to develop the draft downtown vision and strategy. The charrette method is commonly used to bring together staff, stakeholders, experts, and the community to share ideas and explore potential strategies to meet the City's goals and vision for downtown.

Summary Schedule | 6-8 months



As an intensive, focused creative approach, the charrette process is known for unlocking overlooked opportunities and creating ways to take a fresh and optimistic look at communities. The charrette is also time effective as it can compress what would be months of back-and-forth review into a much shorter period. The charrette schedule accelerates both creativity and decision-making and offers multiple ways for community members, elected officials, and key stakeholders to engage and contribute. A suggested schedule that includes the core components of a charrette is provided below.

The R+A team will require assistance from the City to identify a suitable location for the charrette, coordinate on-site logistics such as internet, projection screens, amplification, seating, and outreach to the community about the charrette and the ability to participate. Following the charrette, the team will review and refine the draft strategies to develop the Downtown Selma Strategic Plan. The Plan will focus on short- and mid-term implementable strategies for place-making, creating a gateway to the downtown, improving pedestrian infrastructure, encouraging appropriate in-fill development, and fully utilizing the BID to create a vibrant downtown that reflects both the history and the future of Downtown Selma.



Charrette-style community workshop for the City of Delano

The team understands the difficulty in providing key and catalytic opportunities both from an implementation and funding perspectives. City resources are limited, and the BID will not be able to fund physical improvements. The team will focus on strategies that take advantage of local, state and federal grant opportunities and provide multiple benefits. For example, focusing on climate resiliency and reducing the urban heat island effect can lead to improved placemaking through improved streetscape infrastructure. From a marketing perspective, highlighting the city's diversity is a way to bring the community together and also elevate the authenticity of the downtown identity and businesses to improve tourism.

Scope of Work

Task 1: Project Management

1.1 Project Kick-off Meeting

R+A and team members will prepare for and attend a 2-hour virtual kick-off meeting to discuss project goals, timeline, and data requests, and identify immediate project needs.

Our initial data request is as follows:

- GIS Data (shape files) for the downtown area
- Street Plans (curbs, property lines)
- Underground Utility Plan + Locations
- Relevant planning documents
- Initial list of key stakeholders such as property owners, Selma District Chamber of Commerce, Selma Museum Historical Society, BID members

1.2 Project Management

R+A will attend up to 10 one-hour monthly meetings with staff to discuss project progress. Other team members will attend up to 3 meetings on an as-needed basis.

1.3 Travel Time

R+A and EPS will travel to Selma and participate in two events including a 2-day Charrette and a presentation of the public draft. Fehr & Peers and AMI will participate in the 2-day Charrette.

Task 2: Preliminary Research and Analysis

2.1 Strategic Planning Session #1 (Stakeholder Meetings) (Virtual)

R+A will conduct an initial round of stakeholder meetings to learn about the community, listen to local leaders, gain a detailed understanding of perceived constraints, and create connections with stakeholders to ensure involvement in the strategic plan process and participation in the charrette. R+A will prepare for and attend up to 6 meetings that may include attending regularly scheduled meetings for organizations, individual interviews, or small group meetings. Attendance will be virtual using Microsoft Teams or Zoom. R+A and AMI will work with City staff in identifying key stakeholders and scheduling meetings.

2.2 Market + Retail Analysis

Our team member Economic Planning Systems will draw from available public and subscription-based data, to prepare a current economic profile of Downtown. This will include industries, retail types, employment, and sales. In addition, this effort will consider the characteristics of households in the area, the level of visitation



Historic character and existing events are significant assets in Downtown

to the downtown by Selma residents (to the extent data is available), civic and cultural activities, and other factors that influence economic activity.

EPS will then assess the real estate market activity and development potential in Downtown Selma for retail, commercial office, residential, and other land uses, as determined through the strategic planning session and discussions with the City. The assessment will establish land use inventories, occupancy rates, values (sale prices and lease rates), and other market and product characteristics for each land use category, considering past performance, current conditions, and future potential.

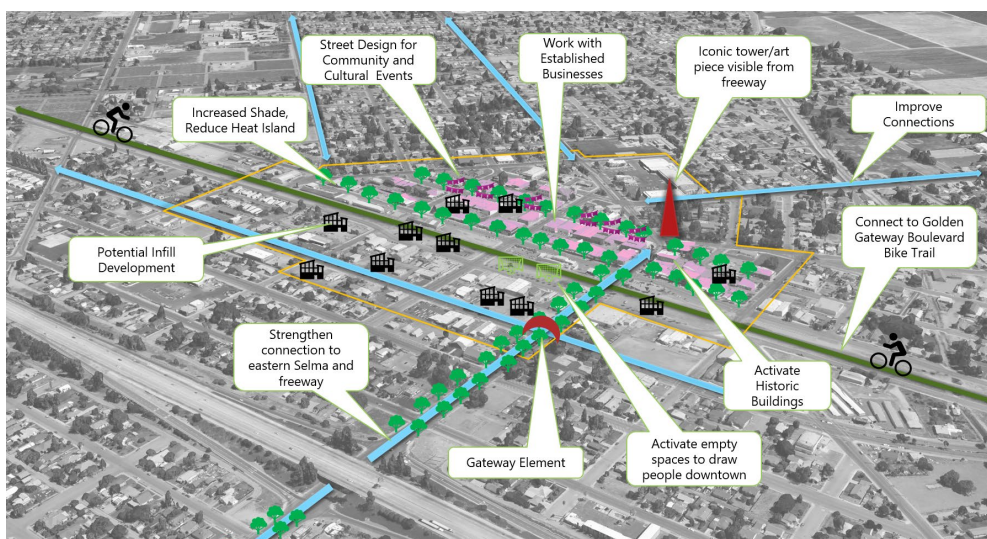
EPS's analysis will rely on a range of data and sources, including subscription-based data from CoStar related to commercial real estate performance metrics. The effort will include a focused look at retail spending patterns, retail supply and mix, and potential categories for retail sales capture (i.e., "gap" analysis) based on State and/or City data concerning retail sales tax revenue. The research may be supplemented by virtual interviews with local real estate professionals or other stakeholders, as needed. In addition, EPS will consider recent and planned Downtown development and community feedback gathered during stakeholder meetings.

EPS will summarize data and key findings in a format that can be easily utilized for stakeholder outreach and integrated into the Downtown Strategic Plan.

2.3 SWOT + Public Infrastructure Analysis

The R+A team will develop a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis based on the existing conditions, development and retail opportunities and constraints, and the stakeholder interviews. This will be used to prepare an introductory document for the Charrette. The SWOT will include high-level case study examples of 2-3 similar successful downtown revitalization efforts, identify "opportunity sites" for potential development, and provide a high-level assessment of public mobility infrastructure, placemaking locations, and ways to strengthen connections to areas of the City.

The illustration below identifies several initial observations and possible interventions that are consistent with the project objectives outlined in the request for proposals. These include gateway treatments on High Street and Second Street, identifying ways to active the second floor of historic buildings, increasing the amount of shade, improving bicycle safety, and exploring a reconfiguration of High Street to better support temporary events related to the Art Center, a weekly farmers market, and various festivals.



Initial suggestions for Downtown Selma Revitalization Strategies

Task 3: Charrette

3.1 Charrette Prep

R+A will review background materials including the General Plan, BID establishment documents, and historic resources. R+A will outline specific goals for the Charrette, prepare a detailed Charrette agenda, and work with team members to prepare materials for the event (maps, photos, the SWOT analysis, PowerPoint slides, etc.). R+A will work with the City to identify a visible space for the Charrette within the plan area, ideally the Selma Art Center. It is typical for the project team to set up a temporary studio for the duration of the charrette and to conduct stakeholder meetings in the space, provide opportunities for the public to stop by, and offer various ways for people to provide input, such as through image boards, surveys, post-it notes on maps, various dot voting exercises, and child-friendly activities. City staff will finalize use of Charrette space and prepare space before and break down space following the event.

3.2 Charrette

The R+A Team will prepare for, attend, and run a 2-day charrette. The charrette will begin with a site tour and strategic strategy sessions with city staff and key stakeholders. The team will then work on developing the downtown strategic plan. The charrette studio will be open to the public for the full two days for the community and stakeholders to come in at any time to participate. The event will meet the Brown Act requirements for public notification. The event will conclude with a public presentation.

Following the Charrette, R+A will organize and document the Charrette results, so they are accessible to City staff and the consultant team. An optional task is listed below to summarize the event with an online community survey to provide more feedback on the results of the survey before writing the Admin Draft of the plan.

Proposed Draft Agenda:

Day 0: 5:00 – 8:30 PM

- Team dinner with City staff and key stakeholders. The dinner will be held at a location in the downtown area.

Day 1: 7:30 AM – 7:00 PM

- Site tour
- SWOT Summary
- Group Strategy Sessions
 - Place-making/Branding
 - Mobility, Connectivity, and Transportation
 - Development potential/Market Opportunities
 - BID Utilization
- Stakeholder Meetings
- Team Work Session

Day 2: 7:30 AM – 8:00 PM

- Stakeholder Meetings continues
- Work Sessions Continues
- Open Office Hours
- Public Presentation
 - Summary of Vision and Goals
 - Key and Catalytic Opportunities
 - Place-making/Mixed-use Recommendations
 - BID Utilization
 - Identify questions for community input
- Next Steps, Wrap Up, and Thank You's

Task 4:

4.1 Admin Draft Downtown Strategic Plan

The R+A team will summarize the results of the Charrette and develop an outline/framework for the Downtown Selma Strategic Plan. This task will yield prioritized short- and long-term recommendations including potential land use policy, strategic investments, and economic development activities. After confirmation from the City on the outline/framework of the plan, R+A will develop an Admin Draft Plan. The Administrative Draft will use the charrette outcomes to inform how the following can be integrated into the vision and strategies for Downtown Selma:

- Enhancement of transportation corridors leading to the Downtown, efficient use of parking, improved bike and pedestrian safety, and enhanced neighborhood connectivity
- Increased quality of life features such as placemaking, streetscape improvements, green spaces, and public spaces for community events
- Identification of opportunity sites for mixed-use development, affordable housing (consistent with the current Housing Element and State law), senior housing, market rate housing, and “missing middle” housing in the Downtown and immediately adjacent areas
- Incorporation of green building, renewable energy, and urban heat mitigation methods.

The Strategic Plan will include the following components:

- **Background and Context Setting**, on the Plan development process and Downtown Selma
- **Challenges, Constraints, and Opportunities**, detailed description of the physical and economic challenges and constraints that hinder the revitalization of Downtown Selma, combined with a description of the major assets and opportunities.
- **Placemaking strategies**, such as gateway treatments, street reconfigurations, public plazas, shade canopy, misting stations, art installations, or visual connections from the freeway to downtown.
- **Branding/Marketing Strategies**, such as emphasizing the Raisin Capital of the World designation, marketing to freeway travelers
- **Economic Strategies**, insights from the Market and Retail Analysis will inform recommendations that reflect trends that have emerged over the past decade and the projected future vision of the downtown coincident with the creation of the Downtown Selma Business Improvement District.
- **BID capacity and utilization**, the goal will be to identify tenant types and market segments that are well-suited for the Downtown area and identify ways to use BID revenue in strategic and catalytic ways to foster new investment.
- **Implementation Measures**, actionable measures to implement the recommendations and strategies including needs for environmental/CEQA clearance for specific projects.

4.2 Public Draft Downtown Strategic Plan

Following the City staff review of the Admin Draft, R+A will make changes to the Admin Draft Plan, review changes with Staff, and publish the Public Draft Plan.

4.3 Public Draft Presentation

R+A + EPS will give a presentation of the Public Draft Plan in Selma. The presentation may be at a public workshop, City Council study session, or other meeting where the team hear feedback from public and elected officials and provide background on the process and recommendations in the Strategic Plan.

4.4 Final Downtown Strategic Plan

R+A will make changes to the Public Draft Plan as necessary and publish a Final Downtown Selma Strategic Plan. Following the publication of the Final Plan, an optional task is listed below to create a summary video of the plan.

Optional Tasks

2.4 Precedent Study/Success Comparisons

In addition to the high-level review of precedents in the SWOT, R+A and EPS will work with staff to identify up to 3 precedents of downtown revitalizations and develop a comparison study of existing conditions, place-making efforts, economic programs and efforts, and summary of results over time.

3.3 Online Public Survey

Through the charrette process, certain strategies or opportunities may require further community input and buy-in. During the summary event at the Charrette, questions may be identified. R+A will summarize these topics into a short public survey and work with City staff on distribution and analysis of the survey results.

4.6 Final Presentation Video

R+A will develop a 5-8 minute video presentation of the final Downtown Selma Strategic Plan that will highlight implementation strategies and next steps. The video can live on the city's website or YouTube channel and provide visual summary of the plan. R+A has found these videos very effective in reaching the public and providing a succinct summary of the City's vision and the plan's goals.

C. Staffing

Key Staff Overview

Below is an overview of the key staff members on the Raimi + Associates team and their availability to perform tasks on the Downtown Selma Strategic Plan. The resumes of the team members can be found at the end of the proposal.

Raimi + Associates



WALKER WELLS, AICP, LEED AP, EcoDistricts AP | Principal | *Principal In Charge and Lead Charrette Facilitator*

Walker will serve as Principal in Charge. He has extensive experience working with cities across the country to identify options for sustainable redevelopment and revitalization. He is an expert in urban sustainability, including climate action plans and green building codes, and has led over 25 sustainable neighborhood assessments using the LEED rating system for neighborhoods (ND) and the EcoDistricts Protocol.

Availability: Walker will have approximately 65 hours of service throughout the project timeline to work on the Downtown Selma Strategic Plan.



SIMRAN MALHOTRA, AICP, AAIA | Vice President + Principal | *Land Use and Urban Design*

Simran's background in planning, urban design, and architecture, brings a distinctive design perspective to all her projects leading to the creation of vibrant, attractive, and thriving places. With over 28 years of experience, Simran has worked on a vast variety of design projects. Her recent and current design standards and objectives work include objective design standards for the cities of Marina and Milpitas, zoning codes for Indio, Palmdale, and Ventura, and downtown plans for Watsonville, Thousand Oaks, and Beaverton, Oregon.

Availability: Simran will have approximately 25 hours of service to participate in the Charrette.



CHRIS SENSENIG, AICP | Senior Associate | *Land Use and Urban Design*

Chris will lead the technical writing for the Downtown Design Guidelines. Chris is a passionate urban designer dedicated to making meaningful places. Chris focuses his work on creating livable neighborhoods and increasing opportunities for participation and social interaction in the neighborhood landscape through projects that include street design, mixed-use multi-family housing, transit-oriented development, and neighborhood planning. Chris has 18 years of experience and has worked extensively throughout California and across the United States, specifically within the Bay Area and Oregon. Chris has led charrettes in Garland, TX, Compton, CA, and Eugene, OR.

Availability: Chris will have approximately 122 hours of service throughout the project timeline to work on the Downtown Selma Strategic Plan.

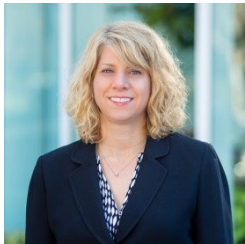


MICHELLE HERNANDEZ, LEED GA | Planner/Designer | *Land Use and Community Engagement*

Michelle is a planner with a passion for interdisciplinary approaches that incorporate sustainability and equitable collaboration into all areas of planning. She brings experience developing and facilitating successful community engagement strategies and activities for a variety of projects, including comprehensive and specific plans, climate action plans, and community program evaluations and assessments. Michelle is a native Spanish speaker.

Availability: Michelle will have approximately 163 hours of service throughout the project timeline to work on the Downtown Selma Strategic Plan.

Economic Planning Systems



AMY R. LAPIN | *Economic Development and Market Analysis Lead*

Amy will serve as the EPS Principal-in-Charge for the Downtown Selma Strategic Plan. With more than 20 years of experience, Amy has developed strategies and implementation recommendations grounded in real estate fundamentals for land use planning projects throughout California and the Pacific Northwest. Amy's expertise includes real estate market analysis, financial feasibility, economic resiliency, fiscal and economic impact analysis, and public finance.

Availability: Amy will have approximately 99 hours of service throughout the project timeline to work on the Downtown Selma Strategic Plan.



JES STEVENS | *Economic Development and Market Analysis Support*

Jes will serve as the EPS Project Manager for the Downtown Selma Strategic Plan. Jes is a sociologist with professional experience in economic development and has a background in quantitative and spatial analysis, specializing in socioeconomic and geographic data. Jes has provided technical and mapping assistance supporting real estate market analyses, fiscal and economic impact analyses, development impact fee programs, and public facilities financing plans.

Availability: Jes will have approximately 108 hours of service throughout the project timeline to work on the Downtown Selma Strategic Plan.

Fehr & Peers



ADRIAN ENGEL, PE, CASp | *Transportation Engineering Lead*

Adrian will serve as the subconsultant project manager and transportation lead for the Downtown Selma Strategic Plan. Adrian previously worked on the City of Selma Active Transportation Plan and is currently leading various large transportation planning and outreach efforts across northern California. Adrian balances all modes of travel safely and efficiently. He has unique qualifications as a registered engineer with vast roadway design experience, allowing him to balance environmental design elements with technical engineering design standards. His engineering experience helps identify fatal flaws and challenges early in the planning process so that they do not hinder implementation, and his teaching experience allows him to convey complex technical concepts to a variety of audiences.

Availability: Adrian will have approximately 35 hours of service to work on the Preliminary Research and Analysis and attend the Charrette.

AMI Concepts



JAN MINAMI | *Strategic Advisor*

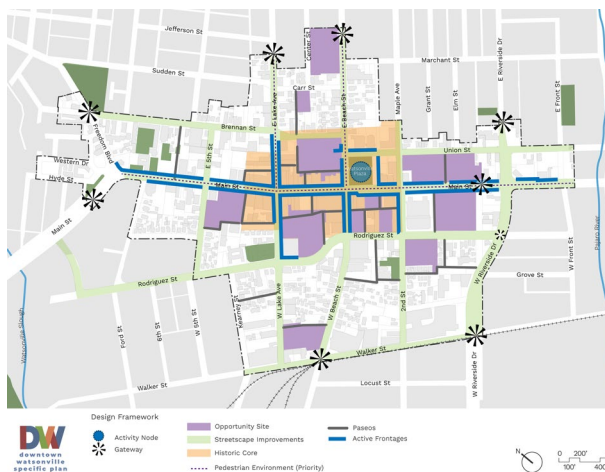
Jan will serve as a strategic advisor to the project team to provide context on the character and dynamics of Downtown Selma. AMI Concepts has been active in Central Valley city initiatives over the last 12 years. She led the joint Strategic Plan for the business and property owner organizations in Visalia. PBID formation in Fresno required her expertise in evaluation, planning, and implementation. BID formation in both Downtown Kingsburg and Downtown Selma involved market analysis and community engagement in a process similar to strategic planning.

Availability: Jan will have approximately 38 hours of service throughout the project timeline to work on the Downtown Selma Strategic Plan.

D. Similar Projects

Watsonville Downtown Specific Plan | 2019 – 2023 (R+A and EPS)

Downtown Watsonville is stitched together by Main Street, a major regional corridor partially owned by Caltrans. The area contains assets are key building blocks for the creation of Downtown which will be a charming, walkable, historic, vibrant, safe, and activity-oriented center in the Pajaro Valley. The plan creates a vision and identity for the area, design strategies for the public realm, mobility strategies, and implementation strategies and actions for decision-makers to undertake to make Downtown Watsonville a reality. R+A is leading the land use and urban design process. EPS leading the economic and real estate research, evaluated policy options, identified recommended approaches, and participated in a public hearing to discuss policy recommendations with the Advisory Committee.



Client: City of Watsonville

Client Project Manager: Suzi Merriam, Community Development Department Director, City of Watsonville, (831) 768-3050, suzi.merriam@cityofwatsonville.org

San Joaquin Valley Regional Early Action Planning (REAP) | 2021 – 2022 (R+A)

R+A worked with the San Joaquin Valley Regional Planning Agencies, through the Fresno Council of Governments, and a multi-disciplinary team of subconsultants to study housing trends, impediments, and best practices in the Valley. This effort assists the 62 Valley cities and eight counties with preparing their sixth cycle housing elements. The project included: outreach to housing stakeholders; city, county, and MPO staff; and the public and coordination with HCD staff. R+A provided periodic informational webinars; research on socioeconomic and housing data; housing production impediments; and general plan, housing element, and regulatory mechanism practices. Finally, R+A developed data workbooks for all 70 jurisdictions that were pre-certified by HCD for use in local Housing Needs Assessments.

Client: Fresno Council of Governments

Client Project Manager: Robert Phipps, Deputy Director, Fresno Council of Governments, (559) 233-4148 Ext. 210, rphipps@fresnocog.org

Central Southeast Fresno Specific Plan | 2017 – 2022 (R+A)

Raimi + Associates led a team to prepare a Specific Plan for Central Southeast Fresno, a 2,200-acre area adjacent to Downtown. The Specific Plan will look at how to catalyze development and address a wide range of topics that impact the quality of life in the community including affordable housing, jobs and economic development, transportation, parks and open space, and a healthy environment. Specific engagement activities included 8 meetings with a 17-member advisory committee, a multi-day charrette, 4 public workshops, pop-up events, stakeholder interviews, and an engagement toolkit.

Client: City of Fresno

Client Project Manager: Drew Wilson, Principal Planner, Development&Resource Department, (559) 621-8087, Drew.Wilson@fresno.gov

Milpitas Housing Opportunity Districts | 2021 - Present (R+A)

R+A is leading the Housing Opportunity Districts (HOD) project for the City of Milpitas. The project includes updating the zoning for the Town Center (TC) and Neighborhood Commercial Mixed-use (NCMU) land use designations of the General Plan to foster the development of mixed-use neighborhoods. R+A analyzed existing conditions, conducted stakeholder interviews, and reviewed and summarized nationwide best practices in housing opportunity and overlay zones.

Client: City of Milpitas

Client Project Manager: Jay Lee, Interim Planning Director, City of Milpitas, (408) 586-3077, jlee2@ci.milpitas.ca.gov

Building Blocks for Sustainable Communities, Technical Assistance Team | 2012 – 2016 (R+A)

Raimi + Associates worked with the non-profit Global Green USA to offer direct technical assistance in sustainable neighborhood planning and design to diverse communities across the United States. Most technical assistance engagements included an intensive, three-day working visit and a recommendations report that identifies planning and design interventions that promote sustainability, health, and equity in the target neighborhood. As a result of this project, many communities have been implementing the recommendations through local planning projects.

Client: U.S. Environmental Protection Agency, Global Green U.S.A.

Client Project Manager: Lynn Desautels EPA

desautels.lynn@epa.gov

Town of Paradise Downtown Commercial Market Analysis | 2020 – 2021 (EPS)

EPS prepared a commercial market analysis, which evaluated the extent to which market demand exists for retail land uses in the Town of Paradise, with a particular focus on demand for retail uses in downtown, based on existing market conditions, and anticipated short-term growth. EPS also provided insights related to key economic development areas of focus, including creating a walkable downtown, supporting the construction industry, enhancing the region's assets to attract additional tourism and methods of attracting additional demand for office space.

Client: Town of Paradise

Client Project Manager: Colette Curtis, Recovery and Economic Development Director, Town of Paradise

(530) 872-6291 x 112, ccurtis@townofparadise.com

Placerville Broadway Corridor Housing Opportunities Analysis | 2023 – 2023 (EPS)

To support planning efforts in the Broadway Corridor, a corridor located adjacent to Placerville's downtown, the EPS-led Team conducted several technical analyses, including a socioeconomic context assessment and residential market demand study, and reviewed the City's zoning code and design standards. In coordination with the City and interested property owners, the EPS Team identified 2 opportunity sites with multiple development scenarios on each site for accommodating low-rise residential and mixed-use development.

Client: Placerville, CA

Client Project Manager: Pierre Rivas, Development Services Director, City of Placerville, (530) 642-5569,

privasd@cityofplacerville.org

Old Auburn Road Complete Streets Plan | 2018 – 2020 (F&P)

The Fehr & Peers team developed a Complete Streets Plans for Old Auburn Road between Sylvan Road and Fair Oaks Boulevard in the City of Citrus Heights. The project included public outreach and stakeholder engagement, harnessing Big Data to understand multimodal travel behavior, identifying corridor constraints and opportunities, and developing an implementation strategy. The data driven process, inclusive public outreach, and innovative transportation solutions demonstrated with a pop-up project enabled the City Council to unanimously support the project moving forward for implementation.

Client: Citrus Heights, CA

Client Project Manager: Leslie Blomquist, City of Citrus Heights, (916) 725-2448, lblomquist@citrusheights.net

Downtown Kingsburg BID | 2019 – 2020 (AMI)

Beginning with a request by City of Selma City Manager Alex Henderson and along with the Kingsburg business community, AMI Concepts created and obtained approval for a Downtown Kingsburg Business Improvement (BID).

Client: City of Kingsburg

Client Project Manager: Alex Henderson, City of Kingsburg, (559) 897-5821, ahenderson@cityofkingsburg-ca.gov

E. Fee Proposal

Raimi + Associates has reviewed the City of Selma Professional Services Agreement and would like to request a Standard of Care be added if we are selected for the project. In line with the Q&A for this proposal, Raimi + Associates will use umbrella coverage insurance to satisfy the automobile insurance requirement of the Professional Services Agreement if selected.

	Raimi + Associates				EPS			Fehr + Peers			AMI		Total		
	Principal	Senior Associate	Planner	Graphics	Principal	Associate	Associate	Principal	GIS Tech	Admin	Principal		Labor Hours Per Task	Labor Cost Per Task	
Task 1: Project Management															
1.1 Project Kick-off Meeting	3	3	3		2	2		1		2	2		18	\$ 3,645	
1.2 Project Management (10 meetings)	10	10	10		4	4		2					40	\$ 8,710	
1.3 Travel Time (2 trips for CS; 1 Trip for WW,SM,MH) (2 trips for EPS; 1 trip for F+P)	20	20	10		8	4		8					70	\$ 16,390	
Subtotal Task 1	33	33	23	-	14	10	-	11	-	2	2	-	128	\$ 28,745	
Task 2: Preliminary Research and Analysis															
2.1 Strategic Planning Session #1 (Virtual)	4	6	8		4	4					6		32	\$ 6,130	
2.2 Market+ Retail Analysis	2	8			25	50	4						89	\$ 19,065	
2.3 SWOT + Public Infrastructure Analysis	4	12	24					4			10		54	\$ 9,290	
Subtotal Task 2	10	26	32	-	29	54	4	4	-	-	16	-	175	\$ 34,485	
Task 3: Charrette (2 days)															
3.1 Charrette Prep + Base Drawings	2	10	20		4	16			4				56	\$ 10,070	
3.2 Charrette (4 R+A; 1-2 EPS, 1 AMI, 1 Mobility)	32	20	20		20	0		16			20		128	\$ 28,340	
Subtotal Task 3	34	30	40	-	24	16	-	16	4	-	20	-	184	\$ 38,410	
Task 4: Downtown Selma Strategic Plan															
4.1 Admin Draft Downtown Strategic Plan	6	12	32	20	20	12		4					106	\$ 19,790	
4.2 Public Draft Downtown Strategic Plan	4	6	12	16	2	2							42	\$ 6,740	
4.3 Public Draft Presentation (1 R+A and 1 EPS)		6	8		4	8							26	\$ 5,020	
4.4 Final Downtown Strategic Plan		4	8	8	2	2							24	\$ 3,780	
Subtotal Task 4	10	28	60	44	28	24	-	4	-	-	-	-	198	\$ 35,330	
TOTAL LABOR COSTS															
Total Hours	87	117	155	44	95	104	4	35	4	2	38	-	685		
Billing Rate	\$275	\$220	\$135	\$110	\$285	\$185	\$95	\$265	\$130	\$150	\$125	\$0			
Labor Cost	\$23,925	\$25,740	\$20,925	\$4,840	\$27,075	\$19,240	\$380	\$9,275	\$520	\$300	\$4,750	\$0			
Total Firm Labor Cost	\$75,430				\$46,695			\$10,095			\$4,750			\$ 136,970	
EXPENSES															
Project/Sub Management (7%)					\$0						\$0			\$ 4,308	
Meeting Expenses (Printing, Translations)					\$0									\$ 550	
Travel					\$1,600						\$300			\$ 5,900	
Office Expenses (3%)					\$0						\$0			\$ 2,263	
Total Expenses	\$10,121				\$1,600			1,000			300			\$13,021	
GRAND TOTAL	\$149,991														
Raimi + Associates															
Optional Tasks															
2.4 Precedent Study/Success Comparisons															
3.3 Online Public Survey (Optional Task)															
4.6 Final Presentation Video															
Office Expenses (3%)															
TOTAL OPTIONAL TASKS					\$25,390										

Resumes



WALKER WELLS AICP, LEED AP, EcoDistricts AP

PRINCIPAL

Walker Wells is an industry-leading expert in urban sustainability, green building, and renewable energy. He has 25 years of experience working with local governments, affordable housing developers, and non-profit organizations across the country to further sustainable development practices via technical assistance, charrettes, workshops, and developing public policy. He is a lecturer in green urbanism at the Claremont Colleges and the UCLA Urban Planning Program. Walker holds degrees from UC Santa Barbara and California Polytechnic State University San Luis Obispo, he studied at Lund University and Lund Polytechnic School of Architecture in Sweden.

EDUCATION

Fulbright Fellow, Sustainable Urbanism,
Royal Institute of Technology Stockholm,
Sweden 2015

Master of City and Regional Planning,
California Polytechnic State University,
San Luis Obispo, 1993

Bachelor of Arts in Environmental Studies
and Sociology (Double Major with
Honors) University of California Santa
Barbara 1989

AFFILIATIONS & CERTIFICATIONS

LEED Accredited Professional and
Certified Green Rater

American Institute of Certified Planners

Los Angeles Regional Collaborative
for Climate Action (LARC) Executive
Committee Member

Chair, LEED for Cities and Communities
Working Group

EXPERIENCE

Raimi + Associates
Los Angeles, CA
Principal, 2018-present

Global Green USA
Santa Monica, CA
Executive Director, VP of Programs
1999-2018

City of Santa Monica
Santa Monica, CA
Associate Planner, 1998-1999

Gruen Associates
Los Angeles, CA
Senior Urban Designer, 1993-1998

City of Malmo
Malmo, Sweden
Urban Planner, 1990-1991

KEY PROJECTS

- **Los Angeles County Metropolitan Transportation Authority, Strategic Advisor | Los Angeles, CA (2019 - 2020)**
Prepared drafts of the equity, economic development, and livable neighborhoods sections of the sustainability plan; provided guidance on stakeholder outreach; and shared best practices from other sustainability efforts. Reviewed draft specific plans prepared through Metro grant funding to determine consistency with the Transit Supportive Development Toolkit.
- **Transform Fresno Stakeholder Engagement Plan | Fresno, CA (2019)**
Worked with City of Fresno staff and multiple community stakeholders to develop a 5-year plan for public outreach related to a \$75 million State of California Transformative Climate Communities grant. Outreach methods included interviews, neighborhood pop ups, community workshops, website updates, and an annual Transform Fresno Summit to showcase project progress and accomplishments.
- **Los Angeles County Sustainability Plan, Strategic Advisor | Los Angeles, CA (2017 - present)**
Providing technical assistance to the Los Angeles County Chief Sustainability Officer in development and implementation of the County's first ever Sustainability Plan. Analyzed the roles and authority of County agencies, identified best practices from other plans, reviewed the alignment of current County programs with UN Sustainable Development Goals and STAR Communities criteria. Assisted in review of goals, strategies, and indicators.
- **USEPA, Sustainable and Resilient Neighborhoods, Project Lead | National (2013-2017)***
Provided Sustainable Neighborhood Assessments to a total of 29 communities across the US. The assessments are based on LEED for Neighborhood Development and combine technical analysis, stakeholder engagement, recommendation development, and preparation of a summary report composed of actionable strategies. Oversaw the LEED ND certification effort for the Potrero and Sunnyside public housing developments in San Francisco, Jordan Downs public housing development in Los Angeles, and Century Villages in Long Beach.
- **Climate and Cultural Resilience Program | National***
Collaborated with Enterprise Community Partners to work closely with five communities nationally - Atlanta, Chicago, Duluth, San Francisco, West Virginia - to craft resilience strategies and projects that build on local culture, address both social and physical vulnerabilities, and build capacity within community based organizations.

**Indicates projects completed while serving as key staff at other organizations.*

PUBLICATIONS

- *Green Space in the Compact City: A Swedish Perspective on a Global Issue*, chapter in *Growing Compact: Urban Form, Density and Sustainability*, Routledge Press, July 2017.
- *Planetizen Exchange Invited Blogger* 2010 - present
- *Design and Architecture*, Radio Interview on *Distributed Infrastructure* 2015
- *Planning Magazine*, Sweden the Green Giant February 2014
- *Planning Magazine*, Mainstreaming Green November 2013
- *Urban Planning and Climate Change*, Southern California Association of Governments, Contributor 2009
- *Blueprint for Greening Affordable Housing*, Global Green 2008 (editor and co-author)
- *Design and Architecture*, Radio Interview on *Green Building Materials* 2007

ACADEMIC & TEACHING EXPERIENCE

- Pomona College, Claremont, California 2006 - present
- UCLA, Department of Urban Planning 2008 - Present
- Antioch University Los Angeles 2010 – 2012

LECTURES

- UC Santa Barbara, Environmental Studies Program 2015
- Annenberg Foundation Photo Space, Sink of Swim Series 2015
- National Building Museum, Smart Growth Lecture Series 2014
- UC Davis Landscape Extension Graduation, Keynote Speaker 2014
- US Department of Energy, City Partnership, Los Angeles Keynote 2012
- University of Virginia School of Architecture and Urban Planning 2009
- Harvey Mudd College, Nelson Lecture Series 2007
- UC Santa Barbara, Environmental Planning 2013
- University of Southern California, Housing Graduate Studio 2008-2012
- Occidental College Housing Fundamentals Course 2011

RECENT PRESENTATIONS

- American Planning Association California Conference 2006, 2008, 2009, 2011, 2022
- American Planning Association National Conference, 2007, 2015, 2022
- US Green Building Council Equity Summit, 2020
- Green Affordable Housing, New Hampshire Housing Finance, 2019
- Building Equitable Communities: A Housing & Park Summit, 2017
- California Building Officials Conference, 2017, Emerging Issues in Green Building
- California APA, 2016 Collaborative Community Development Strategies
- South by Southwest Eco, 2016, Place by Design Jury member
- Housing California, 2016 Sustainable Neighborhood Planning
- Dwell on Design 2016, Sustainable Neighborhood Planning
- Municipal Green Building Conference and Expo, 2016 Green Affordable Housing
- City Resilience Summit, 2015
- Housing California, 2001-2011, 2015
- Green Build, 2005-2011, 2014
- Western Green Tech Open, 2014
- Southern California of Non-Profit Housing Conference, 2014
- Eco Districts Summit, 2013
- Neighborworks America, Green Leadership Summit, 2013
- Neighborworks America Green Housing Symposium 2008, 2009, 2011
- American Institute of Architects National 2007, 2009



SIMRAN MALHOTRA, AICP, ASSOCIATE AIA

VICE PRESIDENT | PRINCIPAL

Simran Malhotra, with a background in planning, urban design and architecture, brings a distinctive design perspective to all her projects leading to the creation of vibrant, attractive, and thriving places. She has authored plans for many types of urban environments, in particular, TOD/mixed-use districts, downtowns, historic and residential neighborhoods, commercial corridors, industrial areas, and educational campuses. These efforts have resulted in community-based planning and urban design innovations that have achieved notable implementation. For over twenty years, Ms. Malhotra's academic and professional interests have coalesced into an effective design and planning process, one that balances community concerns and objectives with market and financial feasibility. Her hands-on involvement in each project, with particular emphasis on generating and developing high-quality design, policy and regulatory documents, ensures that each assignment is completed to the highest level of client satisfaction.

EDUCATION

Graduate School of Design, Harvard
Master of Architecture in
Urban Design
University, Cambridge, MA

School of Planning and Architecture
Bachelor of Architecture
New Delhi, India

EXPERIENCE

Raimi + Associates, Los Angeles, CA
Vice-President, 2019 - Current
Principal, 2017 - Current

The Arroyo Group, Pasadena, CA
Principal, 2005-2017
Senior Associate, 2000-2005
Associate, 1995-2000

AFFILIATIONS & CERTIFICATIONS

American Institute of Certified
Planners

American Institute of Architects,
Associate Member

Licensed Architect, India

California Planning Roundtable,
Member & Past Vice-President,
Operations and Past Vice-President,
Programs

American Planning Association,
Member

APA Urban Design and Preservation
Division, Member

APA Women in Planning Division,
Member

KEY PROJECTS

■ Marina Objective Design Standards (Marina, CA)

Simran is leading the preparation of Objective Design Standards for the City of Marina to conform to recent housing legislation related to objective standards and streamlined project review.

■ Ventura Overlay Zones (Ventura, CA)

Simran is working on the preparation of new overlay zoning districts to implement the recommendations of the City's Housing Element. The project includes working with the City's Design Review Board, local stakeholders, housing developers and advocates.

■ Indio Unified Development Code (Indio, CA)

Simran led the effort for updating the City of Indio's zoning code to achieve consistency with the recently adopted General Plan. The project included creation of new zoning districts and updated review processes, as well as a single user-friendly Unified Development Code document.

■ Watsonville Downtown Specific Plan (Watsonville, CA)

Working with City staff, an Advisory Committee, and a team of consultants, Simran is leading the preparation of Specific Plan for Downtown Watsonville. The Downtown Watsonville Specific Plan articulates a community vision for an active, 24/7 mixed use environment, and provides the regulatory framework for guiding development over the next 20-30 years.

■ Milpitas Objective Design Standards (Milpitas, CA)

Simran was the Principal-in-charge for the preparation of Objective Design Standards for the City of Milpitas.

■ Palmdale Zoning Code (Palmdale, CA)

Simran is the project manager for the Palmdale Zoning Code project which updates the City's development regulations to meet current best practices and in compliance with the newly adopted General Plan.

■ Palmdale General Plan Update (Palmdale, CA)

Simran was the Principal-in-charge and project manager for the Palmdale General Plan Update project, which was recently adopted after extensive community engagement over 3 years.

KEY PROJECTS CONTINUED

- **Ventura General Plan Update (Ventura, CA)**

Simran is working on the update of the Ventura General Plan and the preparation of new zoning districts to implement the proposed land use designations. Project includes extensive community engagement, including a diverse General Plan Advisory Committee, pop-up workshops, focus groups, stakeholder interviews, and public workshops.

- **Beaumont General Plan Update and Zoning Code (Beaumont, CA)**

Simran recently led the General Plan 2040 which establishes a vision for Beaumont and its sphere of influence over the next several decades. The vision includes a careful direction of future growth while at the same time maintaining the City's small-town character and natural setting.

- **Downtown Core Master Plan (Thousand Oaks, CA)**

Simran, as the urban design lead, prepared a Master Plan for a 60-acre area in and around the Thousand Oaks City Hall and Civic Arts Plaza to create a vibrant 18-hour downtown with a mix of civic, retail, entertainment and mixed uses. The project also included the redesign of the major arterial that bisects the area as a Complete Street with amenities appropriate for a Downtown. Working with a team of real estate economists, architects and transportation experts, she evaluated various land uses, development concepts for a City-owned parcel, and regulatory and parking constraints for the project area.

- **Nason Street Corridor Phase II (Moreno Valley, CA)**

Simran led the SCAG-funded effort to develop a comprehensive design strategy for a town center on a 60-acre parcel of City-owned property in Moreno Valley. The project included extensive community engagement and visioning that led to two distinct design alternatives. The City has since selected a developer to implement the Plan.

- **River Road Design Framework and Development Code (Eugene, OR)**

Simran worked with SERA Architects to implement the vision of the River Road/Santa Clara Community Plan in the City of Eugene through the writing of a new Special Area Zone and associated development code for the River Road Corridor in the City of Eugene. The River Road Development Code engages critically with the development of "middle housing" types and the implementation of H.B. 2001 in Oregon.

- **Urban Design Framework and Downtown Development Code (Beaverton, OR)**

Simran worked with SERA Architects to prepare a Development Code for Downtown Beaverton that builds on the Urban Design Framework and Design Principles that were developed in Phase 1 of the project. This Development Code establishes the zones, use regulations, development and design standards for the parcels within the Downtown area to promote quality site planning and building design, facilitate development. The Development Code meets the State of Oregon requirements for providing a non-discretionary pathway with Clear and Objective Standards for housing projects as well as an option to gain design flexibility with a limited discretionary review.

- **Palmdale High Speed Rail Station Area Plan (Palmdale, CA)**

Simran served as the project manager for the Station Area Plan for the planned high speed rail multi-modal station in Palmdale. In partnership with the California High Speed Rail Authority and the City of Palmdale, Simran collaborated with Parsons (the prime consultant) to develop a strategy for the transformation of the station area into an authentic, walkable, mixed-use urban center. Simran led the effort to prepare a land use and design plan as well as zoning and design regulations that were incorporated in an updated Transit Area Specific Plan.

TEACHING AND SPEAKING ENGAGEMENTS

- Panelist, Riverside APA California Conference Session, *Objective Design Standards*
- Panelist, California Natural Resources Agency Earth Day Forum, *Fostering Nature-Based Solutions*
- Panelist, Santa Barbara California APA Conference Session, *Housing By Right, Right*
- Instructor, Visalia California APA Conference, Pre-Conference Workshop: *Urban Design for Planners*
- Speaker, Rancho Mirage California APA Conference, *Advanced Planning as an Economic Development Tool in Westlake Village, CA*
- Speaker, California Planning Roundtable, *Santa Fe Depot Specific Plan: Integrating TOD into a Historic District, Orange*
- Speaker, AIA Pasadena/Foothill Chapter *Pasadena Playhouse Streetscapes and Alley Walkways Plan: A Work in Progress*
- Guest Lecturer, Tufts University, Boston, MA
- Guest Instructor, Harvard GSD Career Discovery Program, Cambridge, MA



CHRIS SENSENIG, AICP

SENIOR ASSOCIATE

Christopher Sensenig is a passionate urban designer dedicated to making meaningful places. Chris focuses his work on creating livable neighborhoods and increasing opportunities for participation and social interaction in the neighborhood landscape. At the outset of every project, Chris asks, "What will this project give back to the community?" Chris strongly believes that Walkability is the keystone for great communities. During his 17 plus years of experience, Chris has worked on a variety of projects including specific plans, street designs, master plan developments, zoning ordinance updates, feasibility studies, project entitlements and schematic design on architecture projects.

EDUCATION

University of California, Berkeley, CA
Masters of City Planning in Urban Design, 2005
Masters of Architecture, 2005

Washington University
St. Louis, MO
Bachelor of Arts, Architecture, 2000

AFFILIATIONS & CERTIFICATIONS

American Institute of Certified Planners (AICP)

EXPERIENCE

Raimi+Associates
Berkeley, CA
Senior Associate, 2018-present

MRED+D, UC Berkeley
Berkeley, CA
Faculty, 2020 - present

ConnectOakland.org
Oakland, CA
Founder, 2014-present

Gensler
San Francisco, CA
Senior Urban Designer, 2017-2018

Van Meter Williams Pollack
San Francisco, CA
Associate, 2005-2017

DCRP, UC Berkeley
Berkeley, CA
Lecturer, 2008-2019

KEY PROJECTS

- **Beaverton Downtown Zoning Code Update (Beaverton OR)**
Zoning Code, Objective Design Standards, Implementation of Vision
- **River Road Corridor Zoning Code (Eugene, OR)**
Middle Housing Zoning Code, Objective Standards
- **Moffett Park Specific Plan (Sunnyvale, CA)**
Project Manager, Master Planner, Urban Design, Land-use Concepts
- **Milpitas Housing Overlay Zone (Milpitas, CA)**
Project Manager, Zoning Standards, Site Tests
- **Milpitas Objective Design Standards (Milpitas, CA)**
Project Manager, Objective Design Standards, Site Tests
- **Palo Alto Objective Design Standards (Palo Alto, CA)**
Project Manager, Objective Design Standards
- **North Bayshore Gateway Master Plan (Mountain View, CA)**
Project Manager, Master Planner, Urban Design, Financial Feasibility Studies
- **Bay Fair TOD Specific Plan (San Leandro, CA)***
Project Manager, Financial Feasibility Studies, Design Standards
- **Metro Crossing - Warm Springs TOD Village Master Plan (Fremont, CA)***
Project Manager, Master Plan Design, Led team including 3 architecture firms, civil engineers + landscape architects, Streetscape/Open Space Design
- **North Bayshore Precise Plan (Mountain View, CA)***
Project Manager, Affordable Housing Strategy, Streetscape and Circulation
- **Mountain View El Camino Real Precise Plan (Mountain View, CA)***
Corridor Development Concept, Feasibility Studies, Design Standards
- **Hunters Point Shipyard D4D Document (San Francisco, CA)***
Lead Writer, Codify and adapt Sir David Adjaye's Vision into Standards
- **Nason Town Center Master Plan (Moreno Valley, CA)**
New 90 acre Town Center Master Plan, Visioning, Site Planning
- **RebuildPOTRERO - HOPE SF Redevelopment (San Francisco, CA) ***
Project Manager, Community Outreach Plan, Master Plan Design, Design Standards and Guidelines, Master Infrastructure Plan, Design Review

*Denotes projects completed while serving as key staff at other organizations.



MICHELLE HERNANDEZ

PLANNER/DESIGNER

Michelle is a planner and designer with experience working on comprehensive and specific plans, community engagement strategies, program performance evaluations & assessments, and LEED green building certifications. She has a passion for interdisciplinary approaches that incorporate sustainability into all areas of planning and placemaking. She believes that equitable collaboration is necessary in designing adaptive and resilient communities.

EDUCATION

University of California, Berkeley
Berkeley, CA
Bachelor of Arts,
Sustainable Environmental Design
Minor in City & Regional Planning

CERTIFICATIONS

LEED Green Associate

EXPERIENCE

Raimi + Associates
Berkeley, CA
Planner/Designer,
2021 - Present

Urban Displacement Project
UC Berkeley
Berkeley, CA
Research Assistant

Student Environmental
Resource Center
Berkeley, CA
E-Waste Operations Associate

KEY PROJECTS

■ **Lindenville Specific Plan (South San Francisco, CA)**

Supporting development of existing conditions report, land use alternatives, and the specific plan to introduce mixed-use land uses in a historically industrial district of South San Francisco. Responsibilities include preparing maps and graphics, specific plan writing, developing and translating community engagement materials, coordinating outreach events, and managing the project website.

■ **Petaluma General Plan Update + Climate Action and Adaption Plan (Petaluma, CA)**

Supporting project coordination and task management. Develop and translate community engagement material and coordinate engagement events, such as workshops, advisory committee meetings, and focus groups.

■ **Marina General Plan Update (Marina, CA)**

Supporting development of existing conditions report and community visioning and engagement activities. Responsibilities include facilitating community discussions, developing and preparing outreach materials, summarizing community input.

■ **LEED for Homes (various locations)**

Preparing LEED certification submittal packages for various affordable housing projects in California by coordinating with project teams and preparing materials to support credit documentation. Responsibilities include reviewing project plans, mechanical and ventilation systems, construction documents, Title 24 energy models, and submittals from contractors, in addition to coordinating directly with nonprofit developers and design and contractor teams.

■ **South San Francisco General Plan + Climate Action Plan Update (South San Francisco, CA)**

Prepared maps, graphics, and analysis for the General Plan and the Climate Action Plan, in addition to authoring the Our Plan section. Aided in the design of the Digital General Plan and maintained the website.

■ **Sugary Drinks Distributor Tax Program Evaluation (San Francisco, CA)**

Supported the data collection and analysis of City programs and community organizations funded by the Sugary Drinks Distributor Tax (SDDT) in order to determine the effectiveness of the SDDT funding in expanding health and racial equity and creating long-term impacts in communities disproportionately impacted by sugary beverages and diet-sensitive chronic diseases.

■ **Palmdale Zoning Code Update (Palmdale, CA)**

Provided support in developing the zoning code for community review. Supported updates to the City's Municipal Code for consistency with new zoning code.

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

October 16, 2023

ITEM NO: I.

SUBJECT: Consideration of a Resolution Authorizing City Manager to Execute the Third Amendment to the Lease with Selma Business Park, LLC for the Central Valley Training Center Program in the City of Selma

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

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

DISCUSSION: In order to fulfill the EIR obligations, HSRA has been contracted with the City of Selma to develop, manage, and implement the job training program. This program has targeted, but is not limited to: women, minorities' veterans, ex-offenders, at risk and disconnected young adults, and other underrepresented individuals residing in Fresno, Kings, Tulare, Madera, Merced and Kern Counties. This will be the fourth year of the program with each year hosting multiple classes. The annual budget for this project is \$1,000,000 and is fully reimbursed by HSRA. The training facility is located at 1775 Park Street with a monthly base lease rate of \$8,811.75 per month. Staff is requesting approval for an extended lease term valid from November 1, 2023 through October 31, 2024. The proposed Third Amendment to the Lease Agreement is attached for review.

FISCAL IMPACT: The total cost for the continued lease will be \$105,741.00. All costs associated with this lease are fully reimbursable by the California High-Speed Rail Authority (HSRA) through the Central Valley Training Center agreement between the City of Selma and HSR.

RECOMMENDATION: Staff recommends Council authorize the City Manager to execute the Third Amendment to the Lease for the Central Valley Training Center facility, extending the lease term from November 1, 2023 through October 31, 2024.

/s/

 Jacob Del Cid
 Senior Accountant

10/11/2023
Date

/s/
Fernando Santillan
City Manager

10/11/2023
Date

RESOLUTION NO. 2023 – R

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

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

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

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

WHEREAS, the existing lease agreement is set to expire on October 31, 2023; and

WHEREAS, the Third Amendment to the lease agreement extends the lease term from November 1, 2023 through October 31, 2024; and

WHEREAS, the Third Amendment shall become effective October 17, 2023.

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

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

SECTION 2. The City Council hereby authorizes the City Manager to sign and execute the Third Amendment to the Lease Agreement with Selma Business Park, LLC, as delivered to the Council for their review and consideration at the Regular Council Meeting of October 16, 2023.

SECTION 3. The City Council hereby authorizes the City Manager to sign and execute the Third Amendment to the Lease Agreement with Selma Business Park, LLC, as delivered to the Council for their review and consideration at the Regular Council Meeting of October 16, 2023.

PASSED, APPROVED AND ADOPTED this 16th day of October, 2023, by the following vote:

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

(Signatures on the following page)

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (“**Third Amendment**”) is entered into as of October 11, 2023, for reference purposes only, by and between, SELMA BUSINESS PARK, LLC, a Delaware limited liability company (“**Landlord**”) and CITY OF SELMA, CA, a municipal government of the State of California (“**Tenant**”).

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated as of September 1, 2020 (the “**Original Lease**”), as amended by that that certain First Amendment to Lease dated as of September 2, 2021 (the “**First Amendment**”), and as further amended by that that certain Second Amendment to Lease dated as of June 23, 2023 (the “**Second Amendment**”, and collectively with the Original Lease, the First Amendment, and this Third Amendment, the “**Lease**”), for approximately 28,800 square feet of space (“**Premises**”) at 1775 Park Street, Selma, California (the “**Property**”);

B. The existing Term is currently set to expire on October 31, 2023, and Tenant has one (1) remaining Option to Extend the Term for one (1) year and Tenant has elected to exercise its Option to Extend.

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

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

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

2. **Extended Term.** The term for Premises shall be extended for one (1) year commencing November 1, 2023 and continue through October 31, 2024 (“**Extended Term**”).

3. **Base Rent.** During the Extended Term, Base Rent for the Premises shall be \$8,811.75 per month.

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

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

6. **Counterparts and Electronic Signatures.** This Third Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Third Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Third Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Third Amendment, upon request.

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

[Signatures appear on the following page]

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

LANDLORD:

SELMA BUSINESS PARK, LLC,
a Delaware limited liability company

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

By: _____
John A. Mase
Chief Executive Officer

TENANT:

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

By: _____
Fernando Santillan
City Manager

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
82570	09/21/23	Printed	A&S PUMP SERVICE	PW -SERVICE LIFT PUMP MCCALL & TODD ST		7,293.68
82571	09/21/23	Printed	ADVENTIST HEALTH TULARE	PD -BLOOD/ALCOHOL ANALYSIS AUGUST 2023		502.00
82572	09/21/23	Printed	AIRGAS USA LLC	FIN -CVTC OXYGEN SUPPLIES	R	25.16
82573	09/21/23	Printed	ALLSTAR FIRE EQUIPMENT	FD -CARBON LONG HOOD		397.96
82574	09/21/23	Printed	AT&T	ADMIN -TELEPHONE 8/4-9/3/23		1,731.92
82575	09/21/23	Printed	AT&T	ADMIN -TELEPHONE 8/4-9/3/23		115.59
82576	09/21/23	Printed	AT&T	ADMIN -TELEPHONE 8/4-9/3/23		110.51
82577	09/21/23	Printed	AT&T	ADMIN -TELEPHONE 8/12-9/11/23		55.39
82578	09/21/23	Printed	AT&T	ADMIN -TELEPHONE 8/12-9/11/23		96.73
82579	09/21/23	Printed	AT&T MOBILITY	ADMIN -TELEPHONE/MDT'S 8/1/23-8/31/23		389.07
82580	09/21/23	Printed	BENNY BACA / COOL AIR SPECIALTY	PW -INSTALL BREEZE AIR FLOW SYSTEM AT FIRE STA 1 & 2. CONDENSOR CH SEVER ROOM		10,400.00
82581	09/21/23	Printed	MATT BEGINES	FD -BOOTS		200.00
82582	09/21/23	Printed	BMI	ART C -MUSIC RIGHTS		971.55
82583	09/21/23	Printed	LIANA J. BRIGHAM / PICTURE THIS EMBROIDERY	PW -SUMMER SHIRTS		396.29
82584	09/21/23	Void	BROADWAY LICENSING	Void Check		0.00
82585	09/21/23	Printed	CALIFORNIA WATER SERVICE	ADMIN -WATER SERVICE AUGUST 2023		17,498.69
82586	09/21/23	Printed	ROD CARSEY	BLDG -PLAN CHECKS AUGUST 2023		4,270.14
82587	09/21/23	Printed	CENTRAL SANITARY SUPPLY, LLC.	PW -JANITORIAL SUPPLIES		551.11
82588	09/21/23	Printed	CENTRAL VALLEY LOCK & SAFE INC	PW -CUT KEYS/PAD LOCKS FOR DANISH BLDG, MASTER LOCKS FOR SHOP, PD SHOP, PV RESTROOMS. REKEY OLD PD		655.70
82589	09/21/23	Printed	COMCAST	ADMIN -PD TO FCSO AUGUST 2023		698.05
82590	09/21/23	Printed	COMCAST	ADMIN -INTERNET SERVICE SEPTEMBER 2023		821.45
82591	09/21/23	Printed	COMCAST	FD -INTERNET SERVICE 9/11-10/10/23		205.51
82592	09/21/23	Printed	CONSOLIDATED ELECTRICAL	PW -DECORATIVE ST LIGHT POLE		12,660.09
82593	09/21/23	Printed	COOK'S COMMUNICATION CORP	PD -REPLACED SPEAKERS UNIT 1003		126.95
82594	09/21/23	Printed	CORELOGIC SOLUTIONS LLC	ADMIN -REALQUEST SERVICES AUGUST 2023		481.25
82595	09/21/23	Printed	CSJVRMA	HR -2023/2024 2ND QTR DEPOSIT		364,785.00
82596	09/21/23	Printed	DATAPATH LLC	ADMIN -NETCARE/ON SITE SUPPORT SEPTEMBER 2023		7,172.75
82597	09/21/23	Printed	DEPARTMENT OF JUSTICE	PD -FINGERPRINTING AUGUST 2023		577.00
82598	09/21/23	Printed	DOOLEY ENTERPRISES, INC.	PD -FULL METAL JACKET		2,468.89
82599	09/21/23	Printed	ESO SOLUTIONS, INC.	FD -ONLINE SCHEDULING 10/14/23-10/13/24		1,539.85
82600	09/21/23	Printed	FASTRAK VIOLATION PROCESSING	FD -TOLL FEE		7.00
82601	09/21/23	Printed	FIRE APPARATUS SOLUTIONS	FD -LEFT HAND DOOR LATCH		159.28
82602	09/21/23	Printed	FRESNO COUNCIL OF GOVERNMENTS	COMM DEV -MULTI JURISDICTIONAL HOUSING ELEMENT		11,649.27
82603	09/21/23	Printed	FRESNO COUNTY SHERIFF	PD -RMS/JMS/CAD ACCESS FEES AUGUST 2023		489.74
82604	09/21/23	Printed	FRESNO ECONOMIC OPPORTUNITIES	SENIOR C -SENIOR MEAL SUPPLIES JULY 2023		3,037.10
82605	09/21/23	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		753.15
82606	09/21/23	Printed	GATEWAY ENGINEERING, INC.	PW -TOPO SURVEY/PLANS SPECS TOD PROJECT		6,000.00
82607	09/21/23	Printed	GEIL ENTERPRISES INC	FD -JANITORIAL SERVICES SEPTEMBER 2023		4,686.00
82608	09/21/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 9/6/23		2,451.11
82609	09/21/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 9/13/23		1,847.53
82610	09/21/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -ADMINISTRATIVE FEES OCTOBER 2023		906.99
82611	09/21/23	Printed	HEALTHWISE SERVICES, LLC.	PD -MEDICAL WASTE SERVICE		173.75
82612	09/21/23	Printed	HENRY SCHEIN INC.	FD -MEDICAL SUPPLIES		3,418.52
82613	09/21/23	Printed	ANTHONY HIGH	PD -TRAFFIC COLLISION INVESTIGATION COURSE 9/25-9/29	R	75.00
82614	09/21/23	Printed	JUSTIN HILL	FD -LADDER TESTING		1,398.46
82615	09/21/23	Printed	IRG MASTER HOLDINGS, LLC	FIN -CVTC OCTOBER 2023 RENT	R	10,904.10
82616	09/21/23	Printed	IRON FITNESS	FIN -BUSINESS LIC OVERPAYMENT		84.00
82617	09/21/23	Printed	J&A DRUG TESTING INC	HR -EMPLOYEE DRUG TESTING		494.00
82618	09/21/23	Printed	J'S COMMUNICATION INC.	PD -FCC LICENSING RENEWAL		50.00
82619	09/21/23	Printed	JAM SERVICES, INC.	PW -SOLAR LIGHTBARS		4,284.76
82620	09/21/23	Printed	JH TACKETT INC.	COMM SERV -PROMOTIONAL ITEMS		1,544.40
82621	09/21/23	Printed	JOHNSON CONTROLS SECURITY	ADMIN -ALARM SERVICES 10/1/23-12/31/23		4,319.89
82622	09/21/23	Printed	KENT M KAWOGOE, PHD	HR -PRE EMPLOYMENT PSYCH EXAMS JULY & AUGUST 2023		325.00
82623	09/21/23	Printed	KINGS INDUSTRIAL OCCUPATION	HR -PHYSICALS & DRUG TESTS		2,036.52
82624	09/21/23	Printed	KINGSBURG VETERINARY CLINIC	PD -K9 VISIT		9.00
82625	09/21/23	Printed	MICHAEL KLAMORICK	BLDG -REFUND BUSINESS LICENSE FEE		209.80
82626	09/21/23	Printed	KOEFRAN INDUSTRIES, INC.	PD -EMPTY ANIMAL CONTROL FREEZER		163.86
82627	09/21/23	Printed	KRC SAFETY CO INC	PW -YELLOW/BLACK PAINT FOR STRIPING, BLANK ST NAME SIGNS		6,429.49

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
82628	09/21/23	Printed	LEXISNEXIS COPLOGIC SOLUTIONS	PD -ONLINE REPORTING SYSTEM AUGUST 2023		2,880.00
82629	09/21/23	Void		Void Check		0.00
82630	09/21/23	Printed	LIEBERT, CASSIDY, WHITMORE	HR -LEGAL FEES AUGUST 2023		9,267.50
82631	09/21/23	Printed	LIFE-ASSIST INC.	FD -MEDICAL SUPPLIES		1,138.62
82632	09/21/23	Printed	MEDLINE INDUSTRIES, INC.	FD -MEDICAL SUPPLIES		1,791.89
82633	09/21/23	Printed	METRO UNIFORM	FD -REVOLVING ACCT, BADGE	R	490.04
82634	09/21/23	Printed	SAMUEL NEVAREZ	PD -TRAFFIC COLLISION INVESTIGATION COURSE 9/25-9/29	R	75.00
82635	09/21/23	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		406.89
82636	09/21/23	Printed	OOSOSHARP, LLC	FD -AMBULANCE BILLING AUGUST 2023		18,309.19
82637	09/21/23	Printed	ROBERT OROZCO JR / DAVE'S TOWING	PD -TOW UNIT 185		300.00
82638	09/21/23	Printed	PG&E	ADMIN -UTILITIES SEPTEMBER 2023		69.94
82639	09/21/23	Printed	PG&E	ADMIN -UTILITIES SEPTEMBER 2023		156.66
82640	09/21/23	Printed	PG&E	ADMIN -UTILITIES SEPTEMBER 2023		16.78
82641	09/21/23	Printed	PIPKIN DETECTIVE AGENCY INC.	HR -EMPLOYMENT BACKGROUND CHECKS		445.00
82642	09/21/23	Void	PROFESSIONAL PRINT & MAIL, INC	Void Check		0.00
82643	09/21/23	Printed	QUAD KNOPF, INC.	COMM DEV -PLANNING SERVICES 4/2/23-4/29/23	PARTIAL R	46,757.50
82644	09/21/23	Printed	R.J. BERRY JR. INC.	PW -BARBARA ST RECONSTRUCTION, ALPHABET STREETS & STORM DRAIN		639,324.83
82645	09/21/23	Printed	RIISING GREEN INC	PW -TREE REMOVAL AT BRENTLINGER PARK		6,500.00
82646	09/21/23	Printed	ROADLINE PRODUCTS INC	PW -SUCTION KIT W/ HOSE UNIT#806		444.74
82647	09/21/23	Printed	EDWARD SANDOVAL	REC -USAGE OF ALL 3 FIELDS CANCELLED DUE TO WEATHER		395.00
82648	09/21/23	Printed	SANTA MARIA CALIFORNIA NEWS	ADMIN -RFP DOWNTOWN STRATEGIC PLAN		733.91
82649	09/21/23	Printed	SCHNEIDER ELECTRIC IT	PD -BATTERY BACK UP SERVICE PLAN 8/31/23- 8/31/24		2,452.00
82650	09/21/23	Printed	SECOND CHANCE ANIMAL SHELTER	ADMIN -MONTHLY SUPPORT OCTOBER 2023		30,000.00
82651	09/21/23	Printed	SEQUOIA SAFETY COUNCIL, INC.	FD -AMBULANCE OVERPAYMENT REFUND - FIREMED		75.00
82652	09/21/23	Printed	ZACHARY SHANNON	PD -TRAFFIC COLLISION INVESTIGATION COURSE 9/25-9/29	R	75.00
82653	09/21/23	Printed	SOCIAL VOCATIONAL SERVICES INC	PW -PARK RESTROOM MAINTENANCE AUGUST 2023		1,199.70
82654	09/21/23	Printed	SPARKLETTS	FIN -WATER SERVICE FOR CVTC	R	52.99
82655	09/21/23	Printed	SUN LIFE	HR -EMPLOYEE INSURANCE OCTOBER 2023		1,192.44
82656	09/21/23	Printed	TARGET SOLUTIONS LEARNING LLC	PW -GOPHER TRAPS		140.44
82657	09/21/23	Printed	TEC GROUP INC.	HR -TECHNICIAN 8/27/23		6,698.01
82658	09/21/23	Printed	TELEFLEX LLC	FD -MEDICAL SUPPLIES		733.86
82659	09/21/23	Printed	THE CRISCOM COMPANY	ADMIN -LEGISLATIVE ADVOCACY OCTOBER 2023		4,500.00
82660	09/21/23	Printed	THE MOWER'S EDGE INC.	PW -BLADES/TRIMMER		1,541.28
82661	09/21/23	Printed	TIFCO INDUSTRIES, INC.	PW -RATCHETS/PAINT		1,208.85
82662	09/21/23	Printed	U.S. BANK	FIN -SELMA 2017 GENERAL OBLIGATION BONDS		990.00
82663	09/21/23	Printed	JAMES UHL	ADMIN -STRENGTHS PLUS ORGANIZATIONAL DEVELOPMENT		8,750.00
82664	09/21/23	Printed	UNITY IT	PD -COMPUTER PROGRAMMING, HP PRO MINI		5,751.65
82665	09/21/23	Printed	VALLEY SHREDDING LLC	PD -SHREDDING SERVICE		90.00
82666	09/21/23	Printed	VERIZON	FD -VEHICLE TRACKING AUGUST 2023		94.75
82667	09/21/23	Printed	WASTE MANAGEMENT-USA WASTE	FIN -GARBAGE AUGUST 2023		140,856.93
82668	09/21/23	Printed	WILLDAN ENGINEERING	BLDG -INSPECTOR SERVICES THROUGH 8/25/23		19,095.00
82669	09/21/23	Void		Void Check		0.00
82670	09/21/23	Void		Void Check		0.00
82671	09/21/23	Void		Void Check		0.00
82672	09/21/23	Printed	YAMABE & HORN ENGINEERING, INC	COMM DEV -ENGINEERING SERVICES JULY 23		118,639.70
82673	09/21/23	Printed	ZUMAR INDUSTRIES, INC.	PW -CAP FOR U-CHANNEL		4,117.05
82674	09/21/23	Printed	ZUMWALT CONSTRUCTION	BLDG -REFUND PERMIT 23-328		1,756.60
82675	09/26/23	Printed	DON BERRY CONSTRUCTION INC.	PW -STILLMAN & HIGH ST ROAD IMPROVEMENT RETENTION		23,769.07
					TOTAL	1,608,389.81

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

ITEM NO: 1.

SUBJECT: Economic Development Department Update

DISCUSSION:

City's Participation in the Fresno County CERF Table:

The City of Selma continues its active participation in the Fresno County Community Economic Resilience Fund (CERF) initiative. Our involvement in this program aims to strengthen collaboration with other local governments, regional organizations, and community stakeholders. Our participation includes sharing information, collaborating on recovery strategies, and leveraging available resources to benefit Selma.

Central Valley Training Center:

The City of Selma is actively engaged in administering the Central Valley Training Center (CVTC), a vital workforce development initiative funded by the High-Speed Rail Authority. Currently, the City has a contract with the Fresno County Economic Development Corporation (EDC) for the administration of instructional services, which is set to expire in December. In our commitment to workforce development in the region, the City has initiated a Request for Proposals (RFP) process to ensure extension of these vital services without interruption.

Small Business Workshop:

In partnership with the EDC and the Selma District Chamber of Commerce, we recently hosted a small business workshop. This event aimed to provide local small business owners with opportunities for networking, knowledge sharing, and access to crucial financial resources. During the workshop, informative presentations were delivered by key organizations:

- The Metro Black Chamber of Commerce discussed their low-interest Cava loan program.
- The Fresno County EDC shared insights about their NEO employment program.
- Noble Credit Union provided information on their member business services.

The primary goal of these initiatives is to strengthen the resilience and promote the growth of our local small business community.

Development Administration (EDA) Public Works and Economic Adjustment Assistance (PWEAA) Grant:

The City of Selma is preparing to submit an application for the funding of infrastructure improvements, which would extend and update the existing sewer system at Floral Avenue to accommodate the increased capacity due to various economic development projects.

Update on Downtown Revitalization:

The City's downtown revitalization endeavors are making positive strides. Notable achievements include the formation of the Downtown Business Improvement District, which is actively working to enhance the downtown area. Furthermore, the Downtown Strategic Plan is currently underway. Our unwavering commitment is to create a more vibrant and appealing downtown atmosphere, prioritizing the overarching goal of elevating the overall quality of life in Selma.

_____/s/_____
Alicia Aguirre, Economic Development Manager

October 11, 2023
Date

_____/s/_____
Jerome Keene, Deputy City Manager

October 11, 2023
Date

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

October 16, 2023

ITEM NO: 2.

SUBJECT: Downtown Café Light Replacement Update

BACKGROUND: In 2021, downtown business owners in conjunction with the City of Selma Public Works Department, placed a number of drop string lights (“Café Lights”) within the Downtown Area. The lights were installed on both sides of the street along High Street between First and Second Streets. These strings of lights were powered by the outlets located near the top fixture of the existing decorative streetlights. The lights were supported by streetlights and street trees.

The current CDBG Downtown ADA Project started in September 2023 included the removal of many downtown street trees that were causing ADA compliance issues with the public sidewalks. The existing Café Lights were removed and salvaged by Public Works prior to the removal of the trees.

Without the support of the street trees, the Café Lights will not be able to be supported solely by the existing decorative streetlights. The spacing of the streetlights and the non-structural cast iron fixtures will not adequately support the lights.

DISCUSSION: As requested by Council, Staff has begun looking into the process and cost to reinstall the Café Lights. Council discussion included the possibility of installing additional Café Lights hanging above and across High Street. Staff is working to develop conceptual structural requirements for the installation of poles within the Downtown Right of Way. Current concepts include 1) installing Café Lights only above the public sidewalks and 2) along the sidewalks and across the public street. Installing lights above the public street will require a minimum clearance for traffic and Emergency Vehicles such as the Fire Ladder Truck.

A Request for Proposals for a Downtown Selma Strategic Plan was recently published soliciting a Consultant to work with Downtown Businesses to help develop the Downtown identity. A portion of the Scope of Work will be to develop the Plan to create strategies for improving elements of the Downtown Area. A potential element of the Plan may include lighting like the Café Lights. Staff recommends utilizing this Plan to collect Business Owner input, Residents input, and recommendations from the selected Consultant.

The Cafe Lights may be only one element of the theme and identity of Downtown. Staff will continue to develop the concepts and Opinion of Cost for installing the Café Lights. These concepts and documents can be used for developing Capital Improvement Projects for the improvements established with the Downtown Selma Strategic Plan.

FISCAL IMPACT: No Impact

<u>/s/</u>	<u>October 5, 2023</u>
David Horn	Date
City Engineer	

<u>/s/</u>	<u>October 5, 2023</u>
Fernando Santillan	Date
City Manager	



Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS

2985 North Burl Ave., Suite 101 • Fresno, CA 93727
P: 559.244.3123 • F: 559.244.3120 • yandhengr.com

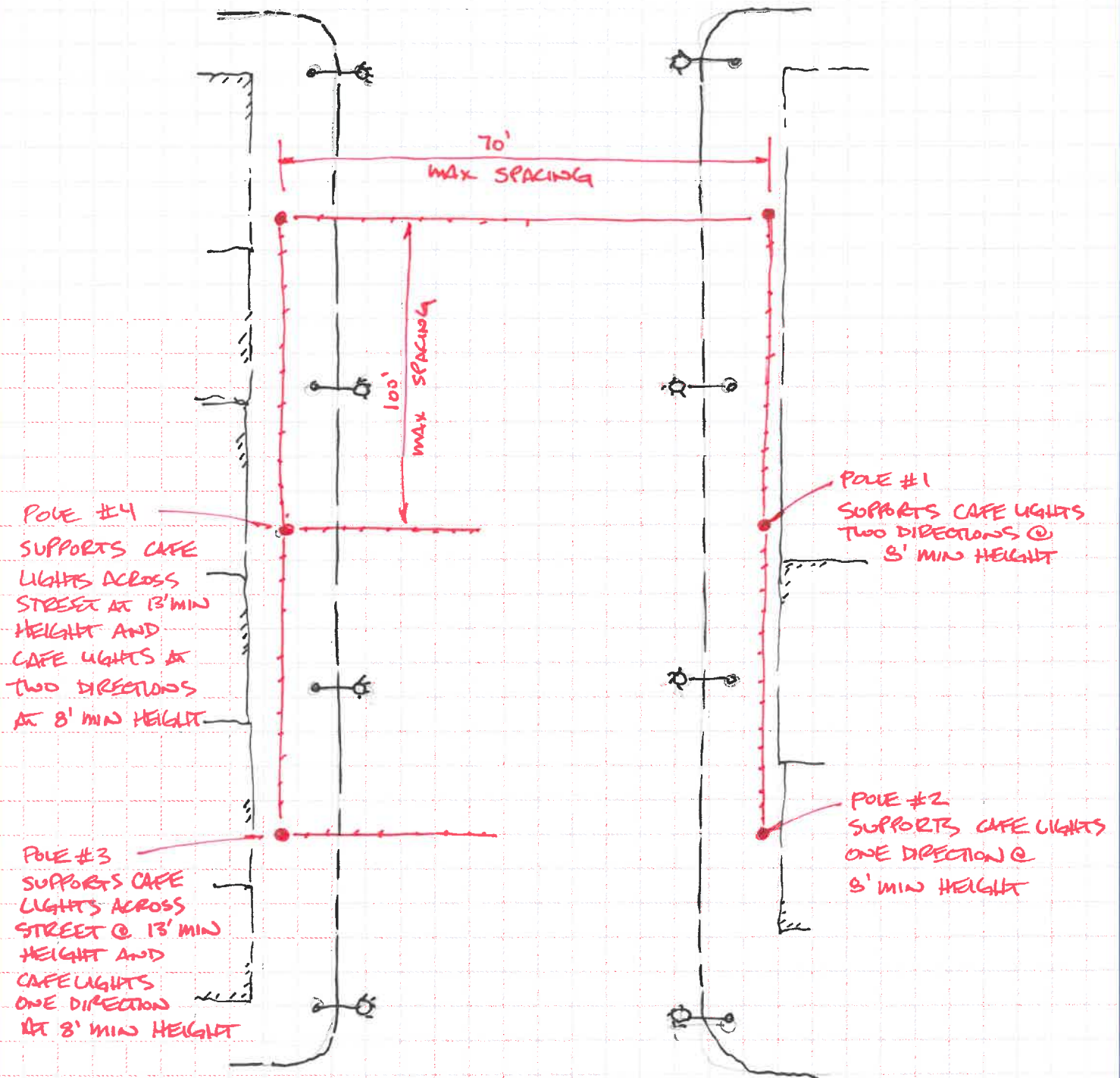
Date 10-4-23

Project SELMA DOWNTOWN

Prepared By D. HORN

Checked By _____

Scale NTS



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

October 16, 2023

ITEM NO: 3.

SUBJECT: Consideration of a Resolution Approving an Agreement with Axon for the Purchase of Body Worn Cameras, Accessories and Storage for the Selma Police Department

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

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

DISCUSSION: The Police Department desires to implement a BWC Program in the Patrol Division. The selected vendor, Axon, is a highly reputable company that has manufactured Tasers for law enforcement for many years and added a BWC to their product line several years ago with proven success. As we implement our BWC Program and plan for the future, Selma PD staff is confident that Axon will have the ability to meet the stringent requirements for our current and future needs. Axon will provide the department with a full warranty and maintenance for the cameras during the 5-year term of the agreement. The department has assessed the need for storage and determined that the "Unlimited Plan" offered by Axon is the most cost effective option.

Currently, Axon provides this program to several of our allied agencies in the region and the Fresno County District Attorney's Office has implemented a system wherein they are able to retrieve video recordings directly from the cloud, where police agencies store video recorded by Axon products. The ability to share the videos directly with the District Attorney is a highly favorable feature as it creates efficiency with case prosecutions. For these reasons, Staff recommends using Axon as its vendor to implement this new program.

FISCAL IMPACT: The Selma City Council approved \$50,000.00 out of Professional Services fund 2200-600.400.000 in the Adopted Fiscal Year 2023-2024 Budget. The Selma PD is seeking to enter into a five-year agreement with Axon, with a total projected cost of \$349,226.25 through the end of the agreement term, with annual payments in the amount of \$69,845.25. Staff is requesting that Measure S, Fund 295, Department 2200, Account 700.200.000 (Equipment) be increased in the amount of the \$19,845.25 in order to complete

RECOMMENDATION: Adopt Resolution approving the agreement with Axon to Purchase Body Worn Cameras, accessories and storage for the Selma Police Department, and increasing the FY 23-24 Measure S (Fund 295) budget by \$19,845.25 to complete the first years' payment.

/s/	10/04/2023
Fernando Santillan, City Manager	Date

RESOLUTION NO. 2023 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AXON FOR THE PURPOSE OF PURCHASING BODY WORN CAMERA, ACCESSORIES AND STORAGE

WHEREAS, the agreement with Axon will allow the purchase of Body Worn Cameras to allow the Police Department implementation of this program; and

WHEREAS, this agreement will include warranty and maintenance of this equipment to ensure proper operability of these Body Worn Cameras over the next 5 years; and

WHEREAS, Axon is a highly reputable company that has been making Tasers for law enforcement for many years and has added a Body Worn Camera to their product list several years ago and has been proven to be successful. The Fresno County District Attorney's Office has implemented a procedure wherein they are able to retrieve video recordings directly from the Axon system which will ensure efficiency. Axon is a longtime vendor who provides Body-Worn Cameras to many of our allied law enforcement partners and has Redaction software geared to our end user which is a necessity.

WHEREAS, the agreement provides that the City of Selma will pay an amortized cost of approximately \$70,000.00 annually over the next 5 years for a total cost of \$349,226.25; and

WHEREAS, the City Council approves the increase of the Adopted Fiscal Year 2023-24 Measure S (Fund 295) Budget by an additional \$19,845.25 to complete the first year's payment of the approved 5-year agreement with Axon; and

WHEREAS, the City of Selma is authorizing the City Manager to execute an agreement with Axon for the purpose of purchasing Body Worn Cameras, accessories and storage; and

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

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

SECTION 2. The City Council hereby approves the agreement attached as Exhibit A and incorporated herein by reference.

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

SECTION 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or

inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words, or parts thereof of the Resolution or their applicability to other persons or circumstances.

PASSED, APPROVED AND ADOPTED this 16th day of October, 2023, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Indemnification.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant, including the performance of on-site services at the City, or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.
16. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
 - 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 17.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 17.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the

standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

AGENCY:

Selma Police Department (CA)



Master Services and Purchasing Agreement for Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access



Master Services and Purchasing Agreement for Agency

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



Master Services and Purchasing Agreement for Agency

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Selma Police Department



Date: October 2, 2023
To: Fernando Santillan, Selma City Manager
From: Rudy Alcaraz, Chief of Police
Subject: Justification of Sole Source for Axon, Body Worn Camera Program

Axon is a highly reputable company that has been making Tasers for law enforcement for many years. Additionally they have added Body Worn Cameras to their product list which has proven to be successful for law enforcement agencies throughout the nation. Based on our projections for the program, Axon was the only company that had an ability to meet the stringent requirements for our body worn camera program. Currently Axon provides this program to several of our allied agencies in the region and the Fresno County District Attorney's Office has implemented a system wherein they are able to retrieve video recordings directly from the cloud, where police agencies are storing video recordings from Axon products. This interoperability will increase efficiency in exchanging data in a secure manner which will enhance our case prosecutions and progress.

Per the City of Selma Finance Purchasing and Contract Procedures Chapter 2 – Specifications, Sole Source Purchases are permitted for purchases in excess of \$25,000.00 to be bypassed when the “commodity can be obtained from only one vendor”. In this case, only one vendor offers the features and ecosystem required by the department to operate the BWC system effectively.

Sincerely,

Rudy Alcaraz, Chief of Police



COUNTY OF FRESNO

Lisa A. Smittcamp
District Attorney

September 19, 2023

Via Email Only
RudyA@cityofselma.com

Rudy Alcaraz
CHIEF OF POLICE
City of Selma
1710 Tucker Street
Selma, CA 93662

RE: Axon Body Worn Camera Program

Chief Alcaraz:


It has come to my attention that your department is continuing with its effort to implement a "body worn camera" program through AXON. To this end, please accept this letter as offering our full support for the program Selma PD seeks to put in place.

It is our experience that body worn cameras not only aid in the effective investigation and prosecution of cases, but that they also lead to more responsive and better police work. This, in turn, builds trust within the communities the police agencies are tasked with protecting and serving. The enhanced transparency of body worn camera programs not only promotes justice and accountability, but it can also provide agencies with valuable training opportunities to improve their policing. These opportunities are critical for smaller agencies with fewer resources and/or less experienced officers. Just as important, body worn camera programs, by capturing events as they happen, can and do protect officers, departments and municipalities from allegations of wrongdoing.

With respect to how our office utilizes and shares discovery and body worn camera footage, our technical, attorney and legal support staff all have established proficiency in using AXON products. Broadly, we use AXON products to receive, process and share body worn camera footage with our defense counterparts. Simply put, sharing body cam footage and discovery through AXON has become the accepted practice in Fresno County and we'd welcome Selma PD to join with us in using a system/product with which we are familiar.

I'll close by simply reiterating that we support your effort to implement a body worn camera program at Selma PD and we look forward to working with you as your program develops.

Best,


Jerry Stanley
Assistant District Attorney

OFFICE OF THE DISTRICT ATTORNEY

2220 Tulare Street / Suite 1000 / 10th Floor / Fresno, California 93721 / (559) 600-3141 / Fax (559) 600-4400
Equal Employment Opportunity – Affirmative Action – Disabled Employer

October 16, 2023 Council Packet

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Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-514966-45196.953TR

Issued: 09/27/2023

Quote Expiration: 11/17/2023

Estimated Contract Start Date: 01/15/2024

Account Number: 321952

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice;Other - 1935 E. Front Street 1935 E Front St Selma, CA 93662-3517 USA	Selma Police Dept. - CA 1935 E Front St Selma CA 93662-3517 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Rene Garza Phone: (559) 896-2525 Email: reneg@cityofselma.com Fax: (559) 896-8839

Quote Summary

Program Length	60 Months
TOTAL COST	\$339,862.10
ESTIMATED TOTAL W/ TAX	\$349,226.25

Discount Summary

Average Savings Per Year	\$7,468.20
TOTAL SAVINGS	\$37,341.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	\$67,972.42	\$3,730.48	\$71,702.90
Dec 2024	\$67,972.42	\$1,408.42	\$69,380.84
Dec 2025	\$67,972.42	\$1,408.42	\$69,380.84
Dec 2026	\$67,972.42	\$1,408.42	\$69,380.84
Dec 2027	\$67,972.42	\$1,408.41	\$69,380.83
Total	\$339,862.10	\$9,364.15	\$349,226.25

Quote Unbundled Price:	\$377,203.10
Quote List Price:	\$351,953.30
Quote Subtotal:	\$339,862.10

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	38	60	\$38.86	\$32.50	\$32.50	\$74,100.00	\$5,199.20	\$79,299.20
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	60	\$70.49	\$34.66	\$34.66	\$10,398.00	\$736.28	\$11,134.28
A la Carte Hardware									
70112	AXON SIGNAL UNIT	30			\$279.00	\$0.00	\$0.00	\$0.00	\$0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	30			\$121.80	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	38			\$849.00	\$849.00	\$32,262.00	\$2,734.20	\$34,996.20
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$1,638.90	\$8,194.50	\$694.47	\$8,888.97
A la Carte Software									
73682	AUTO TAGGING LICENSE	38	60		\$9.76	\$9.76	\$22,252.80	\$0.00	\$22,252.80
73478	REDACTION ASSISTANT USER LICENSE	38	60		\$9.76	\$9.76	\$22,252.80	\$0.00	\$22,252.80
73680	RESPOND DEVICE PLUS LICENSE	38	60		\$20.61	\$20.61	\$46,990.80	\$0.00	\$46,990.80
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	38	60		\$26.04	\$26.04	\$59,371.20	\$0.00	\$59,371.20
ProLicense	Pro License Bundle	9	60		\$42.31	\$42.25	\$22,815.00	\$0.00	\$22,815.00
BasicLicense	Basic License Bundle	29	60		\$16.27	\$16.25	\$28,275.00	\$0.00	\$28,275.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85144	AXON STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
Total							\$339,862.10	\$9,364.15	\$349,226.25

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	38	12/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	1	12/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	42	12/15/2023
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	42	12/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	12/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	12/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5	12/15/2023
A la Carte	70112	AXON SIGNAL UNIT	30	12/15/2023
A la Carte	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	30	12/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	06/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	39	06/15/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	12/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	39	12/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	29	01/15/2024	01/14/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	29	01/15/2024	01/14/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	27	01/15/2024	01/14/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	9	01/15/2024	01/14/2029
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	38	01/15/2024	01/14/2029
A la Carte	73680	RESPOND DEVICE PLUS LICENSE	38	01/15/2024	01/14/2029
A la Carte	73682	AUTO TAGGING LICENSE	38	01/15/2024	01/14/2029
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	38	01/15/2024	01/14/2029

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	12/15/2024	01/14/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	38	12/15/2024	01/14/2029
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	12/15/2024	01/14/2029

Payment Details

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + PSO	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$3,000.00	\$0.00	\$3,000.00
Upfront Hardware + PSO	85144	AXON STARTER	1	\$9,950.00	\$0.00	\$9,950.00
Upfront Hardware + PSO	H00001	AB4 Camera Bundle	38	\$32,262.00	\$2,734.20	\$34,996.20
Upfront Hardware + PSO	H00002	AB4 Multi Bay Dock Bundle	5	\$8,194.50	\$694.47	\$8,888.97
Year 1	70112	AXON SIGNAL UNIT	30	\$0.00	\$0.00	\$0.00
Year 1	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	30	\$0.00	\$0.00	\$0.00
Year 1	73478	REDACTION ASSISTANT USER LICENSE	38	\$1,131.53	\$0.00	\$1,131.53
Year 1	73680	RESPOND DEVICE PLUS LICENSE	38	\$2,389.43	\$0.00	\$2,389.43
Year 1	73682	AUTO TAGGING LICENSE	38	\$1,131.53	\$0.00	\$1,131.53
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	38	\$3,018.94	\$0.00	\$3,018.94
Year 1	BasicLicense	Basic License Bundle	29	\$1,437.75	\$0.00	\$1,437.75
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$528.72	\$37.44	\$566.16
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	38	\$3,767.90	\$264.37	\$4,032.27
Year 1	ProLicense	Pro License Bundle	9	\$1,160.12	\$0.00	\$1,160.12
Total				\$67,972.42	\$3,730.48	\$71,702.90

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	70112	AXON SIGNAL UNIT	30	\$0.00	\$0.00	\$0.00
Year 2	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	30	\$0.00	\$0.00	\$0.00
Year 2	73478	REDACTION ASSISTANT USER LICENSE	38	\$5,280.32	\$0.00	\$5,280.32
Year 2	73680	RESPOND DEVICE PLUS LICENSE	38	\$11,150.34	\$0.00	\$11,150.34
Year 2	73682	AUTO TAGGING LICENSE	38	\$5,280.32	\$0.00	\$5,280.32
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	38	\$14,088.06	\$0.00	\$14,088.06
Year 2	BasicLicense	Basic License Bundle	29	\$6,709.31	\$0.00	\$6,709.31
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$2,467.32	\$174.71	\$2,642.03
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	38	\$17,583.03	\$1,233.71	\$18,816.74
Year 2	ProLicense	Pro License Bundle	9	\$5,413.72	\$0.00	\$5,413.72
Total				\$67,972.42	\$1,408.42	\$69,380.84

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	70112	AXON SIGNAL UNIT	30	\$0.00	\$0.00	\$0.00
Year 3	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	30	\$0.00	\$0.00	\$0.00
Year 3	73478	REDACTION ASSISTANT USER LICENSE	38	\$5,280.32	\$0.00	\$5,280.32
Year 3	73680	RESPOND DEVICE PLUS LICENSE	38	\$11,150.34	\$0.00	\$11,150.34
Year 3	73682	AUTO TAGGING LICENSE	38	\$5,280.32	\$0.00	\$5,280.32
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	38	\$14,088.06	\$0.00	\$14,088.06
Year 3	BasicLicense	Basic License Bundle	29	\$6,709.31	\$0.00	\$6,709.31
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$2,467.32	\$174.71	\$2,642.03
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	38	\$17,583.03	\$1,233.71	\$18,816.74
Year 3	ProLicense	Pro License Bundle	9	\$5,413.72	\$0.00	\$5,413.72

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$67,972.42	\$1,408.42	\$69,380.84

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	70112	AXON SIGNAL UNIT	30	\$0.00	\$0.00	\$0.00
Year 4	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	30	\$0.00	\$0.00	\$0.00
Year 4	73478	REDACTION ASSISTANT USER LICENSE	38	\$5,280.32	\$0.00	\$5,280.32
Year 4	73680	RESPOND DEVICE PLUS LICENSE	38	\$11,150.34	\$0.00	\$11,150.34
Year 4	73682	AUTO TAGGING LICENSE	38	\$5,280.32	\$0.00	\$5,280.32
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	38	\$14,088.06	\$0.00	\$14,088.06
Year 4	BasicLicense	Basic License Bundle	29	\$6,709.31	\$0.00	\$6,709.31
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$2,467.32	\$174.71	\$2,642.03
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	38	\$17,583.03	\$1,233.71	\$18,816.74
Year 4	ProLicense	Pro License Bundle	9	\$5,413.72	\$0.00	\$5,413.72
Total				\$67,972.42	\$1,408.42	\$69,380.84

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	70112	AXON SIGNAL UNIT	30	\$0.00	\$0.00	\$0.00
Year 5	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	30	\$0.00	\$0.00	\$0.00
Year 5	73478	REDACTION ASSISTANT USER LICENSE	38	\$5,280.32	\$0.00	\$5,280.32
Year 5	73680	RESPOND DEVICE PLUS LICENSE	38	\$11,150.34	\$0.00	\$11,150.34
Year 5	73682	AUTO TAGGING LICENSE	38	\$5,280.32	\$0.00	\$5,280.32
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	38	\$14,088.06	\$0.00	\$14,088.06
Year 5	BasicLicense	Basic License Bundle	29	\$6,709.31	\$0.00	\$6,709.31
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5	\$2,467.32	\$174.71	\$2,642.03
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	38	\$17,583.03	\$1,233.70	\$18,816.73
Year 5	ProLicense	Pro License Bundle	9	\$5,413.72	\$0.00	\$5,413.72
Total				\$67,972.42	\$1,408.41	\$69,380.83

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/27/2023

