

Agenda Item A.
MINUTES
SELMA CITY COUNCIL
SPECIAL MEETING
February 5, 2024

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

The special meeting of the Selma City Council was called to order at 4:30 p.m. in the Council Chambers. 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 4:32 p.m. to discuss the following:

Conference with Legal Counsel – Existing Litigation (§ 54956.9), Case Name: Caglia Environmental v. City of Selma, Case No. 23CECG04734

Conference With Legal Counsel – Anticipated Litigation, Significant exposure to litigation pursuant to Government Code Section 54956.9(b): 1 case

Mayor Robertson reconvened the meeting from closed session at 5:18 p.m., with no reportable action to report.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:19 p.m.

Respectfully submitted,
Reyna Rivera, City Clerk

Agenda Item A.
MINUTES
JOINT MEETING
SELMA CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
REGULAR MEETING
February 5, 2024

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

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 Marty Lynch Kaolelopono of Christ Driven Church led the invocation.

ORAL COMMUNICATIONS: Public comment was received from Mr. Luis Gomez, Mr. Bishop Matthews, Mr. Santiago Ocegüera, Mrs. Rose Robertson, and Mr. Jim Avalos.

CONSENT CALENDAR: Mayor Robertson requested to pull agenda item A for separate discussion. Mayor Pro Tem Cho requested to pull agenda item C for separate discussion. Council member Trujillo motioned to approve the remainder of the Consent Calendar as written. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

A. Pulled **CONSIDERATION OF A RESOLUTION APPROVING JOB DESCRIPTION AND SALARY RANGE FOR PUBLIC WORKS INSPECTOR**

Mayor Robertson pulled this item to inquire on the position. City Manager Santillan advised that the job description is being added to ensure that work is being done accordingly in the public right of way, however, at this time it is not a funded position. A motion was then made by Council member Mendoza-Navarro and seconded by Council member Trujillo to approve RESOLUTION NO. 2024-16 APPROVING JOB DESCRIPTION AND SALARY RANGE FOR PUBLIC WORKS INSPECTOR. The motion passed unanimously.

B. 2024-17 **CONSIDERATION OF A RESOLUTION APPROVING THE NOTICE OF COMPLETION FOR THE ALPHABET STREETS PROJECT**

C. Pulled **CHECK REGISTER DATED JANUARY 19, 2024**

Mayor Pro Tem Cho pulled this item to provide additional information on the check issued to her for reimbursement of the Senior Thanksgiving Meals Program. Public comment was received from Mrs. Rose Robertson and Mr. Hector Chairez. A motion was then made by

Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve the CHECK REGISTER AS PRESENTED. The motion passed unanimously.

CONSIDERATION OF A RESOLUTION AUTHORIZING AND APPROVING THE ISSUANCE OF LEASE REVENUE BONDS, 2024 SERIES A (WASTEWATER INFRASTRUCTURE PROJECTS), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000; APPROVING THE EXECUTION AND DELIVERY OF A SITE AND FACILITY LEASE, A LEASE AGREEMENT, A TERM SHEET AND A PLACEMENT AGENT AGREEMENT, AND AUTHORIZING ACTIONS AND EXECUTIONS OF DOCUMENTS RELATED THERETO & CONSIDERATION OF THE SELMA PUBLIC FINANCING AUTHORITY APPROVING THE ISSUANCE OF LEASE REVENUE BONDS, 2024 SERIES A (WASTEWATER INFRASTRUCTURE PROJECTS), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000; APPROVING THE EXECUTION AND DELIVERY OF A SITE AND FACILITY LEASE, A LEASE AGREEMENT, AN ASSIGNMENT AGREEMENT, AN INDENTURE, A TERM SHEET AND A PLACEMENT AGENT AGREEMENT; AND AUTHORIZING ACTIONS AND EXECUTION OF DOCUMENTS RELATED THERETO

City Manager Santillan introduced Mr. Jeff Land with Oppenheimer & Co. Inc.'s and Eric Scriven with NHA Advisors who discussed the next steps required in the process for the 2024 bond placement, which includes the resolutions being discussed tonight. City Manager Santillan also discussed the development reimbursement agreements that allow the city to collect a fixed amount as well as the development impact fees. Mr. Scriven highlighted the timeline and the updated term sheet that referenced the loan rate. Public comment was received from Mrs. Rose Robertson. A motion was made by Mayor Robertson and seconded by Council member Guerra to table the matter to allow for additional time to review the information and schedule this matter for a workshop. The motion failed with the following vote:

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

A motion was then made by Council member Trujillo and seconded by Council member Mendoza-Navarro to approve RESOLUTION NO. 2024-18R AUTHORIZING AND APPROVING THE ISSUANCE OF LEASE REVENUE BONDS, 2024 SERIES A (WASTEWATER INFRASTRUCTURE PROJECTS), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000; APPROVING THE EXECUTION AND DELIVERY OF A SITE AND FACILITY LEASE, A LEASE AGREEMENT, A TERM SHEET AND A PLACEMENT AGENT AGREEMENT, AND AUTHORIZING ACTIONS AND EXECUTIONS OF DOCUMENTS RELATED THERETO. The motion carried unanimously.

A motion was made by Council member Mendoza-Navarro and seconded by Council member Trujillo to approve RESOLUTION NO. 2024-2PFA SELMA PUBLIC FINANCING AUTHORITY APPROVING THE ISSUANCE OF LEASE REVENUE BONDS, 2024 SERIES A (WASTEWATER INFRASTRUCTURE PROJECTS), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000; APPROVING THE EXECUTION AND DELIVERY OF A SITE AND FACILITY LEASE, A LEASE AGREEMENT, AN ASSIGNMENT AGREEMENT, AN INDENTURE, A TERM SHEET AND A PLACEMENT AGENT AGREEMENT; AND AUTHORIZING ACTIONS AND EXECUTION OF DOCUMENTS RELATED THERETO. The motion carried unanimously.

CONSIDERATION OF A RESOLUTION AWARDING CONTRACT TO HPS MECHANICAL, INC. FOR THE CLARKSON LIFT STATION IMPROVEMENT PROJECT

City Manager Santillan highlighted the project for Council. Mayor Robertson inquired on the bid process. Council member Trujillo inquired on the timeline. Council member Guerra requested clarification on the project. City Engineer Horn provided clarification on the bids received, the project timeline and the description of the project for Council. He also discussed awarding the bid to contractor HPS Mechanical, Inc. A motion was made by Council member Mendoza-Navarro and seconded by Council member Trujillo to approve Resolution No. 2024-19R AWARDING CONTRACT FOR CLARKSON LIFT STATION IMPROVEMENT PROJECT. The motion carried unanimously.

CONSIDERATION OF THE ADOPTION OF THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT (BID) MANAGEMENT PLAN AND DOWNTOWN LOGO

Economic Development Manager Aguirre stepped forward and discussed the Downtown Business Improvement District (BID) Management Plan revisions and provided a power point presentation on the proposed logo. BID Board member Stuart Skogland stepped forward to discuss the BID logo. Public comments were received from Mrs. Rose Robertson, and Mr. Bishop Matthews. Deputy City Manager Keene requested that Council consider approving the management plan and direct staff to refine the logo. Council member Mendoza-Navarro motioned to ADOPT THE BID MANAGEMENT PLAN AS IT IS PRESENTED AND DIRECT STAFF TO REFINES THE LOGO. The motion was seconded by Council member Guerra and carried unanimously.

RECESS: At 8:13 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 8:20 p.m.

At this point in the meeting, City Clerk Rivera advised that at some point during the meeting, the cameras in the Council Chambers lost signal and were not working, but the audio was correctly working and being streamed online. Mayor Robertson inquired if there were any legal requirements that the City had to meet as a result of the visual not being operational. City Clerk Rivera advised that there were no Council members meeting remotely under AB 2449 and therefore the meeting could continue, and that City Staff would work to remedy the situation prior to the next meeting.

DOWNTOWN STRATEGIC PLAN UPDATE

Economic Development Manager Aguirre updated Council on Downtown Strategic Plan. She discussed meetings held both internally and with the consultants to provide essential information for the infrastructure and market analysis for downtown. She also discussed the stakeholder meetings, interviews, and in-person workshop by the consultants to ensure the downtown strategic plan has received input for the community, by the community. Public comment was received from Mr. Bishop Matthews and Mrs. Rose Robertson. Council inquired on the BID meetings that are open to the public and the boundaries of the downtown BID. No Council action was taken as this item was informational only.

DISCUSSION REGARDING CAFÉ LIGHTS ALONG HIGH STREET IN DOWNTOWN SELMA

City Engineer Horn discussed the engineering requirements needed to place café lights downtown and the current process of upgrading and retrofitting the halogen lights to LED lights. Deputy City Manager Keene provided Council with visuals of the different lighting and discussed other intermediate options that City Staff is reviewing. Public Works Director Honn discussed the process of retrofitting the light poles. City Manager Santillan conveyed that pedestrian safety is the overall concern and while a permanent solution is the goal, City staff is reviewing all options. Public comment was received from Santiago Ocegerra, Mrs. Rose Robertson, and Mr. Louis Franco. No Council action was taken as this item was informational only.

CONSIDERATION OF AN APPOINTMENT TO CONSOLIDATED MOSQUITO ABATEMENT DISTRICT BOARD OF TRUSTEES

City Clerk Rivera discussed the vacancy in the Consolidated Mosquito Abatement District Board of Trustees. Council member Guerra motioned to appoint MR. CHARLES SMITH TO A 4-YEAR TERM TO THE CONSOLIDATED MOSQUITO ABATEMENT DISTRICT BOARD OF TRUSTEES. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

PUBLIC HEARING AND WAIVER OF THE SECOND READING OF AN ORDINANCE AMENDING PERSONNEL POLICY

Administrative Services Manager Venegas stepped forward to discuss the proposed Ordinance for Council. Mayor Robertson opened the public hearing at 9:15 p.m. There being no public comments, Mayor Robertson closed the public hearing at 9:16 p.m. Council member Mendoza-Navarro motioned to WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 2024-1 AMENDING CHAPTER 2 OF TITLE 2 OF THE SELMA MUNICIPAL CODE RELATING TO THE PERSONNEL SYSTEM. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

FUTURE AGENDA ITEMS: Council member Guerra requested a workshop for the Chamber of Commerce. City Manager Santillan reported that Staff has been working with Chamber representatives on their timeline. Mayor Robertson requested a certificate of recognition for Second Chance Animal Shelter. There was no Council consensus provided on the item. Mayor Robertson requested a certificate of recognition for Pete Esraelian. Council consensus was provided on this item. Council member Guerra requested to place an agenda item to discuss the topic of planting trees downtown. Council consensus was not provided on this item. Mayor Robertson requested to discuss homelessness. City Manager Santillan clarified that the request is to convene agencies that have been active in Selma and place a comprehensive conversation that is structured on a future agenda. Council consensus was provided on this item as clarified by City Manager Santillan.

DEPARTMENTAL REPORTS: City Manager Santillan reported on attending the Animal Services Center Open House and reported that City Hall would be closed for Presidents Day and the Council meeting would be held on the following day.

Community Services Director Smart reported on the current tball program registration and upcoming Arts Center play.

Fire Chief Webster reported on the grant received from the Selma Healthcare District to provide free CPR training.

City Clerk Rivera discussed the current construction projects and their respected detours and timelines.

Public Works Director Honn discussed the new employees, the storm drain infrastructure projects, and Salazar Center construction bid.

Police Chief Alcaraz reported on the Memorial Dedication for Gonzalo Carrasco, recent crime activity and updated Council on the Animal Services Center and the animal statistics for the month of January.

COUNCIL REPORTS:

Council member Mendoza-Navarro reported on attending the following: Fresno Council of Governments meeting, meeting with residents from the Senior mobile home park, Ministry dinner at St. Joseph's Catholic Church, Animal Services Center Open House, and the Memorial for Gonzalo Carrasco.

Council member Trujillo commended the Police department on the memorial service and on the Animal Services Division. He asked that staff provide updates on the traffic light for Dinuba and McCall avenues, low-income housing statistics for the Amberwood and Ed Kashian projects. He also reported on receiving a complaint of a bump at the street corner of Dockery and Northhill.

Council member Guerra reported on attending the Memorial Service for Gonzalo Carrasco and on attending a Business Improvement District meeting. She also reported on the Knights of Columbus annual fish fry event.

Mayor Pro Tem Cho reported on attending the Memorial Service for Gonzalo Carrasco, the San Joaquin Valley Air Pollution Control District City Selection meeting, and the Selma Animal Services Center Open House.

Mayor Robertson reported on attending the Memorial Service for Gonzalo Carrasco and the California Association of Wastewater Agencies conference. He requested an update on the request for the Mid-Valley contract and the contract for the animal services center personnel. City Manager Santillan advised that the information would be sent via email tomorrow.

ADJOURNMENT: There being no further business, Mayor Robertson adjourned the meeting at 9:58 p.m.

Respectfully submitted, Reyna Rivera, City Clerk

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

March 4, 2024

ITEM NO: B.

SUBJECT: Consideration of a Resolution Entering Into a Revised Professional Services Agreement with Rod Carsey Consulting and Plan Check Services for Building Plan Check Services

BACKGROUND: On April 18, 2017, the City entered into a consulting agreement with Rod Carsey Consultant and Plan Check Services (Consultant) to provide building plan check services for the Community Development Department.

DISCUSSION: Community Development staff reviewed the prior agreement and determined that revisions needed to be made to ensure consistency with recently adopted agreements for professional services. Therefore, the City is proposing to repeal and replace the previous agreement to ensure an appropriate term is established, revise the compensation provisions, and update insurance requirements.

FISCAL IMPACT: If approved, the PSA would start a three-year term beginning on March 5, 2024. The Consultant's services are supported by plan check fees collected as part of the building permit process. Therefore, any services provided would be supported through fees collected and not result in a net loss to the General Fund. Furthermore, because the Consultant fees are only a percentage of the fees collected, the remaining revenue is collected to further support Building Department operations.

RECOMMENDATION: Approve and authorize the City Manager, or designee, to sign the Professional Service Agreements (PSAs) with Rod Carsey Consulting and Plan Check Services.

<u> /s/ </u>	<u> 2/26/2024 </u>
Jerome Keene, Deputy City Manager	Date

<u> /s/ </u>	<u> 2/26/2024 </u>
Fernando Santillan, City Manager	Date

Attachments:

1. Resolution
2. Professional Services Agreement with Rod Carsey Consulting and Plan Check Services

RESOLUTION NO. 2024 –

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 ROD CARSEY CONSULTING AND PLAN CHECK

WHEREAS, the City of Selma is authorizing the City Manager to execute a Professional Services Agreement (Agreement) with Rod Carsey Consulting and Plan Check Services for the purpose of providing plan check support services for the Building Department; and

WHEREAS, on April 18, 2017, the City previously entered into a consulting agreement with Rod Carsey Consultant and Plan Check Services (Consultant) to provide building plan check services, and

WHEREAS, this Agreement seeks to repeal and replace the Previous 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 Exhibit A of the Agreement.

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 4th day of March 2024, 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 PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of _____ ("Effective Date"), between the City of Selma, a municipal corporation ("City") and **Rod Carsey Consulting and Plan Check Services** ("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.

WHEREAS, on April 18, 2017, the City entered into an consulting agreement ("Previous Agreement") with Consultant, and this Agreement seeks to repeal and replace the Previous Agreement.

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 for a period of three years (36 months), 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. 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 in conformance with the standards of quality normally observed by an entity providing professional engineering consulting services under similar circumstances and conditions.

(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 an applicable 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 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 unless prior written approval is first obtained from the City, and all personnel engaged in the Services shall be qualified and licensed to perform such Services.

(f) The City agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement and the review and approval of all products submitted by Consultant pursuant to this Agreement, 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 identified in the Scope of Services identified in Exhibit A.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that 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 additional 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 ten (10) 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 forty-five (45) days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City or the Consultant, may at any time, for any reason, with or without cause, suspend or terminate this Agreement by serving upon City or the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless otherwise agreed in writing by the Parties.

(b) Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement upon at least thirty (30) days prior written notice to the City. Consultant shall complete any tasks and provide any documentation to the City reasonably necessary to provide a practical hand-off of any Services in progress at the time of termination or suspension.

(c) 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. Upon termination of the Agreement pursuant to this Section, Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

(d) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the City at least thirty (30) days prior written notice. Consultant shall complete any tasks and provide any documentation to the City in order to provide a practical hand-off of current tasks.

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 access to the representatives of City or its designees during Consultant's normal business hours to review such books and records at Consultant's place of business; 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 reasonable inspection of all

work, data, and documents directly related to Consultant's Services under 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 full payment of all compensation due Consultant under this Agreement, all documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services will be assigned to the City as its the sole property and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. "Any reuse or modification of such work shall be at the sole risk of City and without liability or legal exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office during its normal business hours, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of compiling, transferring, copying and/or printing computer files. The rights assigned by Consultant to City under this paragraph include all copyrights. All reports, documents, or other written material developed by City or provided by City to 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, including the cost to 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 reasonable attorneys' fees and costs caused by the sole negligence or intentional misconduct 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, except to the extent such losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, derive from or are related to the negligence or willful misconduct of the City or its officials, employees and agents.

Mutually, as the Consultant is representing the City in matters pertaining to property development, and therefore, the City shall to the fullest extent permitted by law, protect, indemnify, defend and hold harmless the Consultant and any and all of its officials, officers, directors, employees, shareholders, and agents from and against any and all of losses, liabilities, damages, costs and expense, including reasonable attorneys' fees and costs caused by the sole negligence or willful misconduct of the City, its officers, agents, employees or subconsultants (or any agency or individual that City shall bear the legal liability thereof) in the performance of the City's development services pursuant to or related to this Agreement; provided, however, the City shall have no duty or obligation to indemnify, defend and hold harmless Consultant from any liability of any kind arising from, related to, or is in any way attributable to, the negligence or willful misconduct of Consultant or its employees, officials and agents.

(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, including the cost to defend and hold harmless City, and 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; provided, however, Consultant shall have no duty or obligation to indemnify, defend and hold harmless the City from any liability of any kind arising from, related to, or is in any way attributable to, the negligence or willful misconduct of the City or its employees, officials and agents.

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

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 the

Services. 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 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. PREVIOUS AGREEMENT

On April 18, 2017, the City entered into the Previous Agreement with Consultant. This Agreement repeals and replaces the Previous Agreement in its entirety.

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 LaSalle Cobb Dowd & Gin LLP
111 East 7th Street
Hanford, CA 93230
Attention: Megan Crouch

To Consultant: Rod Carsey
9182 N Watson Meadows Lane
Mooresville, Indiana 46158

15. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its 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, including the cost to 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 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”
**Rod Carsey Consulting and Plan
Check Services**

By: _____
Fernando Santillan, City Manager

By: _____
Rod Carsey, Owner

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
_____, City Attorney

Attachments:	Exhibit A	Scope of Services and Compensation
	Exhibit B	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

A. SCOPE OF SERVICES:

- a. Consultant shall provide Plan Check review services for the Building Department in accordance with the timeframes identified in Section C, the most current version of the California Building Code and Title 24 requirements of the State of California.
- b. Consultant shall provide redline and written comments for each plan review submitted to the City of Selma Community Development Department in a digital format or within the City's permitting software.
- c. Consultant shall attend meetings pertaining to development and construction projects within the City of Selma, as availability allows.

B. AMOUNT OF COMPENSATION:

For performing and completing all work and services described in Exhibit A, and for providing all basic materials required thereof, City shall pay contractor based on the following fees Plan Check services:

1. Hourly rate - \$75.00 per hour.
2. 50% of the Plan Check Fee Collected by City for Residential, with a maximum fee of \$5,000.
3. 55% of the Plan Check Fee Collected by City for Non-Residential, with a maximum fee of \$5,000.
4. After issuance, re-review the approved plans – Time and Materials (minimum of 2-hour review).
5. If the cost incurred by the Consultant to provide Plan Check services exceeds the maximum fee of \$5,000, Consultant shall provide written confirmation and supportive documentation showing incurred costs above and beyond the maximum fee.

C. PLAN CHECK REVIEW TIMES:

1. New single-family residential - 5-7 days.
2. Residential remodels, additions, detached garages, etc - 3-5 days.
3. Non-residential projects - 7-10 days.
4. Non-residential tenant improvements - 5-7 days.
5. Solar of any type - 3-5 days.
6. Recheck of all plans - 2-3 days.

EXHIBIT B

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 Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to 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.

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

March 4, 2024

ITEM NO: C.

SUBJECT: Consideration of a Resolution Approving a Standard Agreement (Exhibit 10-R) with A&M Engineering for Services Associated for the Tactical Urbanism Safe Streets Project Under the Sustainable Communities Competitive Grant

BACKGROUND:

The City was awarded \$265,590 through the Sustainable Community Competitive Grant program administered through the Department of Transportation (CalTrans) to conduct a safe streets study through the use of tactical urbanism to prioritize active transportation needs and infrastructure (Study).

Tactical urbanism is a planning technique, similar to a pilot project or beta testing, that uses short-term, low-cost, and scalable interventions to catalyze long-term change. Examples specific to traffic control would include items such as 3-D painted crosswalks, temporary striping, concrete barricades, or cones/delineators. The premise behind the use of these materials is to track their installation and monitor the results to determine if these features produced the desired result. If so, more permanent improvements could then be identified and budgeted in the fiscal years to positively impact traffic patterns in areas of need throughout the City.

DISCUSSION:

In order to help the City with administering the grant, the City issued a Request for Proposals (RFP) for engineering services associated with the Study. Following the end of the proposal period, A&M Engineering was the only responding party to provide support services for this grant project.

Based on the time constraints of the grant and A&M Engineering's experience with administering grants of this nature, Staff is recommending entering into the standard Exhibit 10-R agreement for services to administer the grant in collaboration with Community Development staff.

FISCAL IMPACT: If approved, the services associated with this agreement would be paid out of the grant funds for the project. Therefore, there is no impact to the General Fund.

RECOMMENDATION: Approve and authorize the City Manager, or designee, to sign the standard Exhibit 10-R agreement with A&M Engineering for the Tactical Urbanism Grant.

/s/
Jerome Keene, Deputy City Manager

2/29/2024
Date

/s/
Fernando Santillan, City Manager

2/29/2024
Date

Attachments:

1. Resolution 2024-
2. Standard Exhibit 10-R Agreement

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING A STANDARD EXHIBIT 10-R AGREEMENT WITH
A&M ENGINEERING FOR SERVICES ASSOCIATED WITH THE TACTICAL
URBANISM GRANT (SUSTAINABLE COMMUNITY COMPETITIVE GRANT
PROGRAM)**

WHEREAS, the City of Selma is authorizing the City Manager to execute a standard Exhibit 10-R agreement (Agreement) with A&M Engineering for services associated with administering the Sustainable Community Competitive Grant award to the City for a Tactical Urbanism (Safe Streets) Study; and

**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 Exhibit A of the Agreement.

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 4th day of March 2024, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: A&M
Consulting Engineers

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Javier
Andrade

The name of the "LOCAL AGENCY" is as follows:
City of Selma

The Contract Administrator for LOCAL AGENCY will be Fernando Santillan

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated February 7th, 2024. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

[see attachment B)

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on 2/20/24, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on 2/20/27, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Selma 1710 Tucker St. Selma, CA

- E. The total amount payable by LOCAL AGENCY shall not exceed **\$295,000**, funded by the Sustainable Transportation Planning Grant.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the

request, or the absence of proposal must be adequately justified.

- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 16 %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and the City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

A&M Consulting Engineers
Javier Andrade, Project Manager
220 N locust, Visalia, CA 93291

LOCAL AGENCY:

City of Selma
Fernando Santillan, Contract Administrator
1710 Tucker st, Selma, CA 93662

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CITY OF SELMA

A&M CONSULTING ENGINEERS

Fernando Santillan

Javier Andrade

Date: _____

Date: _____

ATTACHMENT A

Cost Proposal

The following is a cost breakdown for the scope of work which is outlined in the submitted proposal for the following project, which will be billed at an hourly rate as outlined on the attached exhibit in an amount not to exceed:

City of Selma Tactical Urbanism Safe Streets Study

Project Administration	\$11,508.90
Consultant Procurement	\$4,426.50
Existing Conditions	\$32,756.10
Analysis	\$88,530
Public Outreach	\$44,265
Advisory Committee Meetings	\$13,279.50
Draft and Final Plan	\$66,397.50
Board Review/Approval	\$4,426.50
Total	\$265,590.00

ATTACHMENT A CONT.

2023 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal	\$200.00/Hour
Grant Writer.....	\$130.00/Hour
Professional Engineer 3	\$185.00/Hour
Professional Engineer 2	\$175.00/Hour
Professional Engineer 1	\$165.00/Hour
Assistant Engineer 3	\$140.00/Hour
Assistant Engineer 2	\$135.00/Hour
Assistant Engineer 1	\$120.00/Hour
Professional Land Surveyor 2.....	\$180.00/Hour
Professional Land Surveyor 1	\$175.00/Hour
Assistant Land Surveyor	\$145.00/Hour
Environmental Consultant	\$170.00/Hour
Environmental, Health & Safety Officer	\$150.00/Hour
Construction Manager/Resident Engineer.....	\$165.00/Hour
Construction Inspector/ Observer	\$130.00/Hour
Construction Administrator	\$110.00/Hour
Technical Assistance.....	\$140.00/Hour
Engineering Aide	\$110.00/Hour
Survey Party Mobilization	\$100.00/Hour
1-Man Survey Party	\$180.00/Hour
2-Man Survey Party	\$250.00/Hour
3-Man Survey Party	\$350.00/Hour
LiDAR Scanner.....	\$200.00/Hour
Equipment Rental and Associated Expense.....	Cost x 1.10
Materials, Printing, Subconsultant Procurement.....	Cost x 1.10
Mileage	@ Current IRS Rate

Note: A&M Consulting Engineers General Engineering Fee Schedule rates are subject to adjustment annually. Survey party and construction inspector rates are also subject to adjustment upon change in “Prevailing Rate” as determined by the Director of Industrial Relations, State of California.

Scope of work

A&M will utilize several staff members to perform the various components of this project. Our Project Manager will coordinate with all staff members to work concurrently to achieve timely results and meet the goals of the city of Selma. The following are the tasks which have been identified to complete the project:

Task 01: Project Administration

Objective: The project objective is to facilitate a smooth project commencement, maintain consistent monitoring, and optimize financial management while adhering to the grant application guidelines, regional planning handbook, and the executed grant contract with Caltrans.

Task Deliverables

- Kick-off meeting notes
- Quarterly Reports
- Invoice Packages

Task 02: Consultant Procurement

Objective: Assist with any Caltrans awarding documentation.

Task Deliverables

- Contract
- Contract Amendments

Task 03: Existing Conditions Analysis

Objective: To conduct a thorough review of current conditions, safety data, community input, and regulatory frameworks to identify pilot study locations.

Task Deliverables

- Summary of existing conditions
- Summary of community needs and barriers.
- Map of potential pilot study locations

Task 04: Analysis and Pilot Studies

Objective: To analyze collected data, conduct pilot studies, and evaluate the effectiveness of various Tactical Urbanism interventions.

Task Deliverables

- Map of pilot study locations
- Cost Estimate for pilot studies
- Schedule of pilot studies

- Findings from pilot studies
- Summary of potential City process or document updates

Task 05: Public Outreach

Objective: To engage the community through targeted outreach events and pilot studies, ensuring inclusive participation and feedback collection.

Task Deliverables

- Community Surveys (English and Spanish)
- Community Event Flyers
- Community Event Announcements – City website and social media

Task 06: Advisory Committee Engagement

Objective: To collaborate with an advisory committee comprising project stakeholders to guide project direction and ensure community needs are met.

Task Deliverables

- Advisory Committee Meeting Agenda
- Advisory Committee Meeting Notes
- Sign-in sheet.
- Action items

Task 07: Draft and Final Plan Development

Objective: To compile findings, community and stakeholder feedback, and pilot study results into a comprehensive plan for Tactical Urbanism interventions.

Task Deliverables

- Draft Study Report
- Advisory Committee comments on draft report
- Public Comments on draft report
- Improvement implementation plan
- Final Study Report

Task 08: Board Review and Approval

Objective: To secure approval from the City Council for the final Tactical Urbanism plan and associated zoning and building standards updates.

Task Deliverables

- City Council Agenda
- Final Active Transportation Study Report
- City Council Meeting Presentation Materials
- City Council meeting minutes with approved and adopted Active Transportation Study Report

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

March 4, 2024

ITEM NO: D.

SUBJECT: Consideration of a Resolution Approving a Standard Agreement (Exhibit 10-R) with A&M Engineering for Services Associated for the Active Transportation Plan (ATP) and California Green (CAGreen) Grants

BACKGROUND:

In 2023, the City was awarded a grant in the amount of \$2,336,720 for the completion of a bike trail, named the Selma Branch Canal Parkway, along a Consolidation Irrigation District (CID) canal to help implement the City's Active Transportation Plan (ATP).

Additionally, the City was also awarded a grant in the amount of \$3,000,000 for beautification along Second Street from Highway 99 to the railroad crossing, named the State Route (SR) 99 Gateway to Downtown Revitalization Project, as part of the California Green (CA Green) program.

Both grants fund the design, engineering, and construction of these transformative projects for the City.

DISCUSSION:

In order to help the City with administering these grants, the City issued a Request for Proposals (RFP) for design and engineering services associated with both the ATP and CA Green grants. Following the end of the proposal period, A&M Engineering was the only responding party to provide support services for this grant project. The costs associated with each project is as follows:

1. Selma Branch Canal Parkway (ATP) - \$449,000
2. SR 99 Gateway to Downtown Revitalization Project (CA Green) - \$385,000

Based on the time constraints of the grant and A&M Engineering's experience with administering grants of this nature, Staff is recommending entering into the standard Exhibit 10-R agreement for design and engineering services to aid with the completion construction documents for the grant through collaboration with Community Development staff along with adopting a Public Interest Finding (PIF) that supports the decision.

FISCAL IMPACT: If approved, the services associated with this agreement would be paid out of the grant funds for the project. Therefore, there is no impact to the General Fund.

2/29/2024
Date

2/29/2024
Date

Attachments:

1. Resolution 2024-
2. Standard Exhibit 10-R Agreement
3. Public Interest Finding

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A STANDARD EXHIBIT 10-R AGREEMENT WITH A&M ENGINEERING FOR SERVICES ASSOCIATED WITH THE SELMA BRANCH CANAL PARKWAY AND SR 99 GATEWAY TO DOWNTOWN REVITALIZATION PROJECT

WHEREAS, the City of Selma is authorizing the City Manager to execute a standard Exhibit 10-R agreement (Agreement) with A&M Engineering for services associated with administering Selma Branch Canal Parkway and SR 99 Gateway to Downtown Revitalization Project; and

WHEREAS, the City of Selma is adopting a Public Interest Finding associated with these projects due to a single response from A&M Engineering being received to the Request for Proposal that closed on February 7, 2024.

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 Exhibit A of the Agreement.

Section 4. The City adopt the Public Interest Finding, attached as Exhibit B, due to single response to the Request for Proposals.

Section 5. Authorize the City Manager to execute contract documents.

Section 6. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 7. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED this 4th day of March 2024, by the following vote:

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

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: A&M
Consulting Engineers

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Javier
Andrade

The name of the "LOCAL AGENCY" is as follows:
City of Selma

The Contract Administrator for LOCAL AGENCY will be Fernando Santillan

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated February 7th, 2024. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

[see attachment B)

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on 2/20/24, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on 2/20/27, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Selma 1710 Tucker St. Selma, CA

- E. The total amount payable by LOCAL AGENCY shall not exceed **\$385,000** for the SR-99 Gateway to Downtown Revitalization Project funded fully by the Clean California Grant, and **\$449,000** for the Selma Branch Canal Parkway funded by the Active Transportation Regional Program (ATP).

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the

request, or the absence of proposal must be adequately justified.

- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 16 %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and the City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

A&M Consulting Engineers
Javier Andrade, Project Manager
220 N locust, Visalia, CA 93291

LOCAL AGENCY:

City of Selma
Fernando Santillan, Contract Administrator
1710 Tucker st, Selma, CA 93662

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CITY OF SELMA

A&M CONSULTING ENGINEERS

Fernando Santillan

Javier Andrade

Date: _____

Date: _____

ATTACHMENT A

Cost Proposal

The following is a cost breakdown for the scope of work which is outlined in the submitted proposal for the following projects, which will be billed at an hourly rate as outlined on the attached exhibit in an amount not to exceed:

SR-99 Gateway to Downtown Revitalization (Clean CA)

Preliminary Engineering (PE) \$385,000.00

Selma Branch Canal Parkway (ATP)

Preliminary Engineering (PE) \$449,000.00

ATTACHMENT A CONT.

2023 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal	\$200.00/Hour
Grant Writer.....	\$130.00/Hour
Professional Engineer 3	\$185.00/Hour
Professional Engineer 2	\$175.00/Hour
Professional Engineer 1	\$165.00/Hour
Assistant Engineer 3	\$140.00/Hour
Assistant Engineer 2	\$135.00/Hour
Assistant Engineer 1	\$120.00/Hour
Professional Land Surveyor 2	\$180.00/Hour
Professional Land Surveyor 1	\$175.00/Hour
Assistant Land Surveyor	\$145.00/Hour
Environmental Consultant	\$170.00/Hour
Environmental, Health & Safety Officer	\$150.00/Hour
Construction Manager/Resident Engineer.....	\$165.00/Hour
Construction Inspector/ Observer	\$130.00/Hour
Construction Administrator	\$110.00/Hour
Technical Assistance.....	\$140.00/Hour
Engineering Aide	\$110.00/Hour
Survey Party Mobilization	\$100.00/Hour
1-Man Survey Party	\$180.00/Hour
2-Man Survey Party	\$250.00/Hour
3-Man Survey Party	\$350.00/Hour
LiDAR Scanner.....	\$200.00/Hour
Equipment Rental and Associated Expense.....	Cost x 1.10
Materials, Printing, Subconsultant Procurement.....	Cost x 1.10
Mileage	@ Current IRS Rate

Note: A&M Consulting Engineers General Engineering Fee Schedule rates are subject to adjustment annually. Survey party and construction inspector rates are also subject to adjustment upon change in “Prevailing Rate” as determined by the Director of Industrial Relations, State of California.

ATTACHMENT B

Scope of Work

Project 1 Scope of Work - SR-99 Gateway to Downtown Revitalization

Project 1 Scope of Work Overview

The City of Selma has secured funding for the revitalization of 2nd St. spanning from SR 99 to Front St. This project aims to beautify the corridor and enhance its functionality. A&M will be tasked with providing comprehensive engineering services to ensure the successful completion of this endeavor. The scope of work, outlined in the funding guidelines and the attached preliminary exhibit, encompasses several key components.

Scope of Work 1.1 - Thematic Crosswalk Design

One of the central elements of this project is the design and implementation of thematic crosswalks. These crosswalks serve multiple purposes, including increasing their visibility to pedestrians and drivers. By incorporating thematic elements, such as a grape-themed design, the project aims to celebrate Selma's rich agricultural heritage as the raisin capital of the world. These thematic crosswalks are strategically designed to draw the attention of both drivers and pedestrians, encouraging their use and enhancing safety. The design also focuses on creating a visual extension of the sidewalk, encouraging pedestrians to remain within marked crossing areas and preventing them from wandering onto the street. Moreover, the crosswalk design intends to communicate messages or themes that promote safe behavior among road users, utilizing images or words that remind drivers to slow down and exercise caution around pedestrians. Overall, the thematic crosswalks are envisioned to contribute to a sense of place and community identity, prompting individuals to reduce their speed and pay closer attention to their surroundings.

Scope of Work 1.2 - Streetscape Enhancement

The majority of the project's improvements are planned within the city's right-of-way limits, ensuring that the benefits are accessible to all residents and visitors at no cost. The project's transformation aims to shift the focus away from a car-centric environment towards a more pedestrian-friendly atmosphere. This transformation will include the integration of attractive streetscape elements, such as low water-use native landscaping, vibrant public art incorporated into pedestrian facilities, and the creation of safer and more accessible street crossings and sidewalks.

Scope of Work 1.3 - Caltrans Right-of-Way Considerations

A portion of the project involves enhancements within the Caltrans Right-of-Way (R/W). In this regard, the City of Selma has engaged with the Caltrans District 6 Encroachment Permit Department to align the project with the feasibility of a fast-paced timeline. Specifically, the improvements within Caltrans R/W pertain to xeriscape elements and enhancements to the sidewalk infrastructure.

Scope of Work 1.4 - Project Grant Management: A&M Consulting Engineers will provide comprehensive grant management services tailored to meet the needs of the City of Selma. Financial management is a critical component of our service, involving the meticulous tracking of grant expenditures and budget adherence. Regular progress reports will be prepared and submitted to grantors, offering comprehensive insights into project developments, achievements, challenges, and financial updates.

Our team places a premium on documentation, maintaining organized and complete grant files that encompass financial records, correspondence with grantors, and other pertinent documents. Timely submission of all required documentation is non-negotiable to maintain positive relationships with funding entities.

Throughout the grant management process, we will ensure strict compliance with grantor regulations and guidelines. Our continuous monitoring of project milestones, deliverables, and responsibilities will help ensure the successful implementation of grants. By providing these services, we aim to assist the City of Selma in optimizing resource utilization, achieving project objectives, and upholding transparency and accountability in grant management.

Detailed Scope of Work Tasks – Project & Grant Management, and Engineering Services

Project 1 - SR-99 Gateway to Downtown Revitalization

The City of Selma is enhancing 2nd St. from SR 99 to Front St. with thematic crosswalks celebrating its agricultural roots. Thematic crosswalks enhance pedestrian safety and community identity. Most changes will be within city limits, promoting a pedestrian-friendly environment with native landscaping, public art, and safer street crossings. A portion of the project involves Caltrans right-of-way improvements for xeriscape elements and sidewalks.

Task 1.1 - Project & Grant Management Phase

Objective

The primary objective of our engagement is to facilitate seamless project execution by designating a dedicated liaison within A&M Consulting Engineers. This liaison will actively foster communication and collaboration between the Deputy City Manager of the City of Selma and Caltrans District 6 Division of Local Assistance. Our team's responsibilities encompass a wide spectrum of project management tasks, including but not limited to organizing meetings, managing schedules, documenting and disseminating meeting minutes, conducting on-site assessments, monitoring action item progress, and compiling submissions for Caltrans Local Assistance. Furthermore, our overarching aim is to provide comprehensive grant management and reporting services. This entails

streamlining the grant lifecycle, from initial planning to meticulous financial oversight, and delivering transparent and accurate reports. Our unwavering commitment to effective grant management serves as a linchpin in achieving project objectives and fostering positive, trust-based relationships with grantor entities.

Work Products & Deliverables:

- Arrange Project Kickoff Meeting Schedule
- Create Project Agenda and Document Meeting Minutes
- Compile a Catalog of Concerns, Queries, and Coordination Aspects
- Craft and Submit the Initial Project Timeline

- Develop and Maintain a Grant Management Plan
 - We will create and maintain a detailed grant management plan, outlining key milestones, deliverables, and responsibilities. This plan will serve as a roadmap to systematically address all grant-related aspects, ensuring that stakeholders are aware of their roles and timelines.

- Monitor Grant Expenditures and Budget Adherence:
 - Our team will closely monitor grant expenditures, tracking financial data to ensure strict adherence to grantor requirements. This meticulous approach will guarantee compliance while optimizing resource utilization.

- Coordinate with Program Staff
 - Collaboration is central to our strategy. We will work closely with program staff to align project activities seamlessly with the grant's objectives. Effective communication and coordination will be prioritized for successful grant implementation.

- Maintain Detailed Records and Documentation:
 - We place a premium on record-keeping and documentation. Our team will maintain meticulous records of all grant-related activities, transactions, and correspondence. This rigorous documentation is essential for demonstrating compliance and accountability to grantors.

- Grant Reporting and Documentation:
 - We excel in grant reporting and documentation, ensuring that all grant-related responsibilities are met promptly and accurately. Our services in this area include:
 - **Prepare and Submit Progress Reports:** We will proficiently prepare and submit regular progress reports to grantors, providing comprehensive overviews of project developments, achievements, challenges, and financial updates. Timely reporting is a hallmark of our commitment to transparency.
 - **Maintain Accurate and Complete Grant Files:** Our dedication to organization extends to maintaining accurate and complete grant files,

including financial records, progress reports, correspondence with grantors, and other pertinent documents. This systematic approach ensures that all documentation is readily accessible and well-organized.

- **Ensure Timely Submission of Required Documentation:** Meeting deadlines for grant-related documentation is non-negotiable for us. We will prioritize the timely submission of all required materials, from progress reports to financial statements and any additional documentation specified by grantors. This punctuality is integral to maintaining positive relationships with funding entities.

This comprehensive scope of work reflects our commitment to facilitating efficient project & grant management and reporting services, ultimately contributing to the success of grant-funded projects.

Task 1.2 - Preliminary Engineering Studies Phase

Objective

The core objective of our team is to perform comprehensive preliminary engineering studies spanning multiple disciplines, encompassing Geometrics, Hydraulics, Geotechnical, Landscaping, Traffic Operations, and Electrical domains. Through these rigorous studies, we aim to gain critical insights into various project parameters and conditions. Furthermore, our goal is to leverage the data and findings obtained from these studies to formulate informed and effective recommendations that will guide the project's development and ensure its success.

Work Products & Deliverables:

- Geometrics Report
- Hydraulics Report
- Geotechnical Report
- Landscaping Exhibit showing all proposed plants.

Task 1.3 - Surveys and Mapping Phase

Objective

Our overarching objective is to conduct a comprehensive range of surveys and mapping activities, including Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and Record of Survey. These endeavors are undertaken with the primary goal of gathering and organizing essential project data. The data acquired through these surveys will serve as a cornerstone in facilitating crucial project phases such as preliminary engineering, design, cost estimation, right-of-way assessments, and environmental clearance. Our aim is to ensure that the project proceeds with accurate and reliable data to support decision-making and successful project outcomes.

Work Products & Deliverables:

- Determine the horizontal positioning and gradients of current features within the project's boundaries.
- Identify and document all existing road markings and signage.
- Generate cross-sectional representations of existing infrastructure.
- Compile official record maps.
- Gather utility maps.
- Establish control points for reference.
- Provide assistance for right-of-way acquisition.

Task 1.4 - Environmental Studies (NEPA & CEQA) and Documentation Phase**Objective**

Our primary objective is to diligently complete the environmental review process, encompassing the submission of the Caltrans Preliminary Environmental Study and any requisite technical studies to meet NEPA (National Environmental Policy Act) requirements. Effective collaboration with the City of Selma staff will be instrumental in expediting the preparation and submission of the NEPA (National Environmental Policy Act) & CEQA (California Environmental Quality Act) document. Our goal is to navigate the regulatory landscape efficiently, ensuring compliance with environmental regulations and facilitating the timely advancement of the project.

Work Products & Deliverables:

- Based on the project details, technical research, and other references, A&M will draft the Administrative Initial Study/Mitigated Negative Declaration in accordance with CEQA guidelines, relevant legal precedents, and district specifications. We anticipate the requirement for the following technical assessments:
 - California Historical Resources Information System (CHRIS) Report: An additional Cultural Resource assessment will be conducted if necessitated by the CHRIS report.
 - Vehicle Miles Traveled (VMT) Assessment.
- The Initial Study will encompass the examination of these sections: Introduction, Project Description, Environmental Impacts, and Mitigation Measures.
- Following the public review period, A&M will conduct a comprehensive review of the Final Initial Study. We will assess public comments and engage in discussions with the city before final submission.

Task 1.5 - Utility Coordination Phase

Objective

Our objective is to establish productive collaboration with utility companies and effectively liaise with them to develop improvement plans that align with their specific requirements. Furthermore, our team will oversee and facilitate the smooth execution of utility relocations, which may involve the relocation of utility poles when deemed necessary. By ensuring compliance with utility company guidelines and facilitating efficient relocations, we aim to minimize disruptions and streamline the project's progress while safeguarding the integrity of existing utilities.

Work Products & Deliverables:

- Generate conflict maps for each affected facility.
- Coordinate with impacted utility companies.
- Develop utility plans for inclusion in the final PS&E package.
- Compile a Right of Way Utility Clearance Memo for approval by the City and Caltrans.
- Collaborate with affected utility companies to relocate utilities before construction commences.
- Formulate a utility coordination plan adhering to LAPM Chapter 13 (Right of Way) and Chapter 14 (Utility Coordination) guidelines.
- Comply with Buy America requirements for all project steel components.
- Procure utility plats and record drawings from utility providers.
- Request conflict resolution plans, detailed cost estimates, and owner's liability assessments from each utility company post NEPA approval.
- Utilize potholing data to update information about utilities added to the topographic survey and to clarify uncertainties concerning existing utilities.
- Aid the City in preparing Exhibit 14-D: Notice to Owner.
- Arrange meetings and on-site visits with impacted utility companies and the city to identify utility conflicts.
- Incorporate all obtained utility data into the topographic survey

Task 1.6 - Right of Way Phase & Determination Phase

Objective

Our objective is to meticulously prepare and submit the Request for Authorization to advance the project to the Right of Way Phase, adhering to the guidelines outlined in the Caltrans Local Assistance Procedures Manual. As part of this process, our team will conduct a thorough review of existing right-of-way records and assess the need for any additional right-of-way along the entire project alignment. Our commitment is to ensure that the project progresses smoothly through the Right of Way Phase with all necessary authorizations and rights in place, facilitating its seamless advancement towards successful completion.

Work Products & Deliverables

- A&M will assist with the Right of Clearance as required by the LAPM.
- A&M will provide right-of-way estimates for up to two parcels.

Task 1.7 - Design Phase

Objective

Our objective is to design project improvements in strict accordance with Caltrans Standards and AASHTO Geometric Design guidelines. During this design phase, our team will focus on the creation of comprehensive plans, specifications, and estimates (PS&E) that align with project objectives. In our commitment to project success, we will thoroughly explore and present alternative options when necessary to ensure project goals are met within the designated construction budget. We will provide PS&E documents to the City of Selma at key milestones, including the 60%, 90%, and final contract stages, facilitating a transparent and collaborative design process to achieve a successful project outcome. The objective is to create the following plan documents:

1. Cover Sheet
2. General Notes
3. Sheet Key Map
4. Topographic Survey & Demolition Plans
5. Site Plan
6. Grading and Drainage Plans
7. Utility Plan & Profiles
8. Improvement Sections & Details
9. City Standard Details
10. Street Lighting Plans
11. Utility Conflict & Resolution Plan
12. Striping & Signage Plans
13. Landscaping & Irrigation Plans
14. Landscaping & Irrigation Details
15. Traffic Detour Plan

Work Products & Deliverables

- Calculations and reports for Storm water management
- Pavement Design Report
- Full size plans
- Specifications (1 set)
- Cost Estimate (1 copy)
- Bid Item Descriptions & Project Schedule
- Design Calculations (1 copy)
- Electronic PDF files on a USB drive

Task 1.8 - Coordination with Adjacent Properties Phase

Objective

Our objective is to establish effective collaboration with adjacent property owners, recognizing their vital role in determining driveway locations and addressing essential modifications. This collaborative effort will encompass coordinating and resolving issues related to fence relocations, mailbox relocations, or tree removal when required. Through open communication and cooperation, we aim to ensure that these aspects are seamlessly integrated into the project, promoting a harmonious relationship with neighboring property owners while achieving project goals.

Work Products & Deliverables:

- Create and deliver project fliers.
- Attend meetings as needed to establish effective collaborative relationships.

Task 1.9 Construction Phase Authorization and Bid Process Phase

Objective: Our objective is to meticulously prepare the Request for Authorization to advance the project to the Construction Phase, adhering to Caltrans Local Assistance Procedures Manual guidelines. In addition, we will facilitate the distribution of final approved plans and specifications in both electronic and hard copy formats, promptly address any inquiries during the bid phase, and prepare addendums as required. Our aim is to ensure a seamless transition into the construction phase and provide comprehensive support throughout this critical stage of the project, maintaining alignment with project objectives and compliance standards.

Work Products & Deliverables:

- Assist with pre-bid questions.
- Assist with issuing addendums.
- Attend the bid opening.
- Assist with reviewing contractor bids.
- Review bids for lows most responsive contractor.
- Assist in recommendation for project award.

Task 1.10 - Contract Term and Method of Payment Phase

Objective: Our primary objective is to efficiently manage contract amendments throughout the project's duration, ensuring their execution prior to the expiration of the original contract. These amendments will strictly pertain to work within the originally advertised scope of services. Our compensation structure will be an hourly rate fee, encompassing all facets of the contract, including net fees or profit considerations. This objective underscores our unwavering commitment to the successful achievement of the project's goals. We are dedicated to enhancing the city's

infrastructure, prioritizing pedestrian safety, and fostering overall community well-being throughout the project's lifecycle.

Work Products & Deliverables:

- Invoice monthly.

Project 2 Scope of Work - Selma Branch Canal Parkway Project

Project 2 Scope of Work Overview: The City of Selma has secured funding for the construction of approximately 0.6 miles of a Class I bicycle and pedestrian parkway, replete with lighting, landscaping, shade trees, and the creation of high-visibility crosswalks with bulb-outs. This transformative project aims to revitalize the Selma Branch, an open-channel irrigation facility, owned by Consolidated Irrigation District (CID), and convert it into a multi-use, multi-generational recreational trail. The selected consultant is tasked with providing comprehensive engineering services to ensure the successful completion of this ambitious endeavor. The scope of work is delineated as follows, in accordance with the grant application and the attached preliminary exhibit.

Scope of Work 2.1 - Conversion of the Selma Branch Canal into a Recreational Trail

The Selma Branch Canal Parkway Project seeks to bring new life into the canal trail, situated in one of the city's most disadvantaged areas. A crucial aspect of this endeavor involves undergrounding approximately 3,000 feet of the Selma Branch canal. Subsequently, a new Class I bicycle and pedestrian trail will be constructed, featuring drought-conscious landscaping and the incorporation of shade trees. The trail will offer an array of amenities, including benches, drinking water fountains, trash receptacles, and lighting. The ultimate objective is to create a safe, inviting, and accessible recreational space that caters to residents of all ages and backgrounds, while also promoting non-motorized forms of transportation.

Scope of Work 2.2 - Transformative Impact and Easement Considerations

This project represents the initial phase of a broader vision aimed at transforming the entire length of the Selma Branch, which traverses the City of Selma. Upon full completion, the city will boast an impressive three-mile-long Class I bicycle and pedestrian trail along the Selma Branch alignment. CID has expressed its willingness and readiness to grant the necessary easements to facilitate the construction and operation of this facility. The project is poised to be a transformative force within a severely disadvantaged community, kickstarting its evolution into a more attractive, safe, and convenient locale for pedestrians, bicyclists, and non-motorized users.

Scope of Work 2.3 - Enhanced Connectivity and Paradigm Shift

The first phase of the Selma Branch Canal Parkway Project will not only provide a secure and convenient connection for residents to travel between Salazar Park and the Salazar Community Center but will also facilitate non-motorized travel for individuals of all ages, connecting the new Thompson Park to the existing Salazar Park. The scope encompasses environmental clearance, preliminary engineering, right-of-way clearance, and the physical construction of the bikeway. This segment of the Selma Branch has the potential to rejuvenate an unsafe, blighted, and underutilized space into a source of community pride. Furthermore, it is expected to serve as a catalyst for a paradigm shift within the community, emphasizing the substantial potential and necessity for continued public investment in underserved areas, such as the City of Selma.

Scope of Work 2.4 - Project Grant Management: A&M Consulting Engineers will provide comprehensive grant management services tailored to meet the needs of the City of Selma. Financial management is a critical component of our service, involving the meticulous tracking of grant expenditures and budget adherence. Regular progress reports will be prepared and submitted to grantors, offering comprehensive insights into project developments, achievements, challenges, and financial updates.

Our team places a premium on documentation, maintaining organized and complete grant files that encompass financial records, correspondence with grantors, and other pertinent documents. Timely submission of all required documentation is non-negotiable to maintain positive relationships with funding entities.

Throughout the grant management process, we will ensure strict compliance with grantor regulations and guidelines. Our continuous monitoring of project milestones, deliverables, and responsibilities will help ensure the successful implementation of grants. By providing these services, we aim to assist the City of Selma in optimizing resource utilization, achieving project objectives, and upholding transparency and accountability in grant management.

Detailed Scope of Work Tasks – Project & Grant Management, and Engineering Services

Selma plans to convert its irrigation facility into a 0.6-mile bicycle and pedestrian parkway with amenities. This project transforms a disadvantaged community, beginning with undergrounding a 3,000-foot section. Upon completion, it will span three miles, providing a safe, convenient connection between parks. The scope includes environmental clearance, preliminary engineering, right-of-way clearance, and pre-bid construction services. It revitalizes an underutilized space, serving as a catalyst for community transformation.

Task 2.1 - Project & Grant Management Phase

Objective

The primary objective of our engagement is to facilitate seamless project execution by designating a dedicated liaison within A&M Consulting Engineers. This liaison will actively foster communication and collaboration between the Deputy City Manager of the City of Selma and Caltrans District 6 Division of Local Assistance. Our team's responsibilities encompass a wide spectrum of project management tasks, including but not limited to organizing meetings, managing schedules, documenting and disseminating meeting minutes, conducting on-site assessments, monitoring action item progress, and compiling submissions for Caltrans Local Assistance. Furthermore, our overarching aim is to provide comprehensive grant management and reporting services. This entails streamlining the grant lifecycle, from initial planning to meticulous financial oversight, and delivering transparent and accurate reports. Our unwavering commitment to effective grant

management serves as a linchpin in achieving project objectives and fostering positive, trust-based relationships with grantor entities.

Work Products & Deliverables:

- Arrange Project Kickoff Meeting Schedule
- Create Project Agenda and Document Meeting Minutes
- Compile a Catalog of Concerns, Queries, and Coordination Aspects
- Craft and Submit the Initial Project Timeline

- Develop and Maintain a Grant Management Plan
 - We will create and maintain a detailed grant management plan, outlining key milestones, deliverables, and responsibilities. This plan will serve as a roadmap to systematically address all grant-related aspects, ensuring that stakeholders are aware of their roles and timelines.

- Monitor Grant Expenditures and Budget Adherence:
 - Our team will closely monitor grant expenditures, tracking financial data to ensure strict adherence to grantor requirements. This meticulous approach will guarantee compliance while optimizing resource utilization.

- Coordinate with Program Staff
 - Collaboration is central to our strategy. We will work closely with program staff to align project activities seamlessly with the grant's objectives. Effective communication and coordination will be prioritized for successful grant implementation.

- Maintain Detailed Records and Documentation:
 - We place a premium on record-keeping and documentation. Our team will maintain meticulous records of all grant-related activities, transactions, and correspondence. This rigorous documentation is essential for demonstrating compliance and accountability to grantors.

- Grant Reporting and Documentation:
 - We excel in grant reporting and documentation, ensuring that all grant-related responsibilities are met promptly and accurately. Our services in this area include:
 - **Prepare and Submit Progress Reports:** We will proficiently prepare and submit regular progress reports to grantors, providing comprehensive overviews of project developments, achievements, challenges, and financial updates. Timely reporting is a hallmark of our commitment to transparency.
 - **Maintain Accurate and Complete Grant Files:** Our dedication to organization extends to maintaining accurate and complete grant files, including financial records, progress reports, correspondence with grantors,

and other pertinent documents. This systematic approach ensures that all documentation is readily accessible and well-organized.

- **Ensure Timely Submission of Required Documentation:** Meeting deadlines for grant-related documentation is non-negotiable for us. We will prioritize the timely submission of all required materials, from progress reports to financial statements and any additional documentation specified by grantors. This punctuality is integral to maintaining positive relationships with funding entities.

This comprehensive scope of work reflects our commitment to facilitating efficient project & grant management and reporting services, ultimately contributing to the success of grant-funded projects.

Task 2.2 - Preliminary Engineering Studies Phase

Objective

The core objective of our team is to perform comprehensive preliminary engineering studies spanning multiple disciplines, encompassing Geometrics, Hydraulics, Geotechnical, Landscaping, Traffic Operations, and Electrical domains. Through these rigorous studies, we aim to gain critical insights into various project parameters and conditions. Furthermore, our goal is to leverage the data and findings obtained from these studies to formulate informed and effective recommendations that will guide the project's development and ensure its success.

Work Products & Deliverables:

- Geometrics Report
- Hydraulics Report
- Geotechnical Report
- Landscaping Exhibit showing all proposed plants.

Task 2.3 - Surveys and Mapping Phase

Objective

Our overarching objective is to conduct a comprehensive range of surveys and mapping activities, including Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and Record of Survey. These endeavors are undertaken with the primary goal of gathering and organizing essential project data. The data acquired through these surveys will serve as a cornerstone in facilitating crucial project phases such as preliminary engineering, design, cost estimation, right-of-way assessments, and environmental clearance. Our aim is to ensure that the project proceeds with accurate and reliable data to support decision-making and successful project outcomes.

Work Products & Deliverables:

- Determine the horizontal positioning and gradients of current features within the project's boundaries.
- Identify and document all existing road markings and signage.
- Generate cross-sectional representations of existing infrastructure.
- Compile official record maps.
- Gather utility maps.
- Establish control points for reference.
- Provide assistance for right-of-way acquisition.

Task 2.4 - Environmental Studies (NEPA & CEQA) and Documentation Phase

Objective

Our primary objective is to diligently complete the environmental review process, encompassing the submission of the Caltrans Preliminary Environmental Study and any requisite technical studies to meet NEPA (National Environmental Policy Act) requirements. Effective collaboration with the City of Selma staff will be instrumental in expediting the preparation and submission of the NEPA (National Environmental Policy Act) & CEQA (California Environmental Quality Act) document. Our goal is to navigate the regulatory landscape efficiently, ensuring compliance with environmental regulations and facilitating the timely advancement of the project.

Work Products & Deliverables:

- Based on the project details, technical research, and other references, A&M will draft the Administrative Initial Study/Mitigated Negative Declaration in accordance with CEQA guidelines, relevant legal precedents, and district specifications. We anticipate the requirement for the following technical assessments:
 - California Historical Resources Information System (CHRIS) Report: An additional Cultural Resource assessment will be conducted if necessitated by the CHRIS report.
 - Vehicle Miles Traveled (VMT) Assessment.
- The Initial Study will encompass the examination of these sections: Introduction, Project Description, Environmental Impacts, and Mitigation Measures.
- Following the public review period, A&M will conduct a comprehensive review of the Final Initial Study. We will assess public comments and engage in discussions with the city before final submission.

Task 2.5 - Utility Coordination Phase

Objective

Our objective is to establish productive collaboration with utility companies and effectively liaise with them to develop improvement plans that align with their specific requirements. Furthermore,

our team will oversee and facilitate the smooth execution of utility relocations, which may involve the relocation of utility poles when deemed necessary. By ensuring compliance with utility company guidelines and facilitating efficient relocations, we aim to minimize disruptions and streamline the project's progress while safeguarding the integrity of existing utilities.

Work Products & Deliverables:

- Generate conflict maps for each affected facility.
- Coordinate with impacted utility companies.
- Develop utility plans for inclusion in the final PS&E package.
- Compile a Right of Way Utility Clearance Memo for approval by the City and Caltrans.
- Collaborate with affected utility companies to relocate utilities before construction commences.
- Formulate a utility coordination plan adhering to LAPM Chapter 13 (Right of Way) and Chapter 14 (Utility Coordination) guidelines.
- Comply with Buy America requirements for all project steel components.
- Procure utility plats and record drawings from utility providers.
- Request conflict resolution plans, detailed cost estimates, and owner's liability assessments from each utility company post NEPA approval.
- Utilize potholing data to update information about utilities added to the topographic survey and to clarify uncertainties concerning existing utilities.
- Aid the City in preparing Exhibit 14-D: Notice to Owner.
- Arrange meetings and on-site visits with impacted utility companies and the city to identify utility conflicts.
- Incorporate all obtained utility data into the topographic survey

Task 2.6 - Right of Way Phase & Determination Phase

Objective

Our objective is to meticulously prepare and submit the Request for Authorization to advance the project to the Right of Way Phase, adhering to the guidelines outlined in the Caltrans Local Assistance Procedures Manual. As part of this process, our team will conduct a thorough review of existing right-of-way records and assess the need for any additional right-of-way along the entire project alignment. Our commitment is to ensure that the project progresses smoothly through the Right of Way Phase with all necessary authorizations and rights in place, facilitating its seamless advancement towards successful completion.

Work Products & Deliverables

- A&M will assist with the Right of Clearance as required by the LAPM.
- A&M will provide right of way estimates for up to two parcels.

Task 2.7 - Design Phase

Objective

Our objective is to design project improvements in strict accordance with Caltrans Standards and AASHTO Geometric Design guidelines. During this design phase, our team will focus on the creation of comprehensive plans, specifications, and estimates (PS&E) that align with project objectives. In our commitment to project success, we will thoroughly explore and present alternative options when necessary to ensure project goals are met within the designated construction budget. We will provide PS&E documents to the City of Selma at key milestones, including the 60%, 90%, and final contract stages, facilitating a transparent and collaborative design process to achieve a successful project outcome. The objective is to create the following plan documents:

1. Cover Sheet
2. General Notes
3. Sheet Key Map
4. Topographic Survey & Demolition Plans
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7. Utility Plan & Profiles
8. Improvement Sections & Details
9. City Standard Details
10. Street Lighting Plans
11. Utility Conflict & Resolution Plan
12. Striping & Signage Plans
13. Landscaping & Irrigation Plans
14. Landscaping & Irrigation Details
15. Traffic Detour Plan

Work Products & Deliverables

- Calculations and reports for Storm water management
- Pavement Design Report
- Full size plans
- Specifications (1 set)
- Cost Estimate (1 copy)
- Bid Item Descriptions & Project Schedule
- Design Calculations (1 copy)
- Electronic PDF files on a USB drive

Task 2.8 - Coordination with Adjacent Properties Phase

Objective

Our objective is to establish effective collaboration with adjacent property owners, recognizing their vital role in determining driveway locations and addressing essential modifications. This collaborative effort will encompass coordinating and resolving issues related to fence relocations, mailbox relocations, or tree removal when required. Through open communication and cooperation, we aim to ensure that these aspects are seamlessly integrated into the project, promoting a harmonious relationship with neighboring property owners while achieving project goals.

Work Products & Deliverables:

- Create and deliver project fliers.
- Attend meetings as needed to establish effective collaborative relationships.

Task 2.9 Construction Phase Authorization and Bid Process Phase

Objective

Our objective is to meticulously prepare the Request for Authorization to advance the project to the Construction Phase, adhering to Caltrans Local Assistance Procedures Manual guidelines. In addition, we will facilitate the distribution of final approved plans and specifications in both electronic and hard copy formats, promptly address any inquiries during the bid phase, and prepare addendums as required. Our aim is to ensure a seamless transition into the construction phase and provide comprehensive support throughout this critical stage of the project, maintaining alignment with project objectives and compliance standards.

Work Products & Deliverables:

- Assist with pre-bid questions.
- Assist with issuing addendums.
- Attend the bid opening.
- Assist with reviewing contractor bids.
- Review bids for lows most responsive contractor.
- Assist in recommendation for project award.

Task 2.10 - Contract Term and Method of Payment Phase

Objective

Our primary objective is to efficiently manage contract amendments throughout the project's duration, ensuring their execution prior to the expiration of the original contract. These amendments will strictly pertain to work within the originally advertised scope of services. Our compensation structure will be an hourly rate fee, encompassing all facets of the contract, including net fees or profit considerations. This objective underscores our unwavering commitment

to the successful achievement of the project's goals. We are dedicated to enhancing the city's infrastructure, prioritizing pedestrian safety, and fostering overall community well-being throughout the project's lifecycle.

Work Products & Deliverables:

- Invoice monthly.

Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive

COST-EFFECTIVENESS / PUBLIC INTEREST FINDING for CONSTRUCTION CONTRACTS			
COST-EFFECTIVENESS DETERMINATION REQUIRED		PUBLIC INTEREST DETERMINATION REQUIRED	
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other*: _____ * Requires Caltrans District approval		<input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Other*: _____	
NON-COMPETITIVE DETERMINATION for A&E CONTRACTS			
<input type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)* (Must select one of the limited circumstances)		MUST MEET ONE OF THE FOLLOWING LIMITED CIRCUMSTANCES: <input type="checkbox"/> Service is available only from a single source <input type="checkbox"/> There is an emergency which will not permit the time necessary to conduct competitive negotiations <input type="checkbox"/> After solicitation of a number of sources, competition is determined to be inadequate	
FEDERAL-AID PROJECT	CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input type="checkbox"/> OTHER:		
ID	DIST-CO-RTE-PM	ESTIMATED COST	FEDERAL FUNDS
PROJECT SPECIFIC <input type="checkbox"/> MULTIPLE PROJECTS <input type="checkbox"/> REGIONAL/DISTRICTWIDE <input type="checkbox"/> STATEWIDE <input type="checkbox"/>			
GENERAL LOCATION		GENERAL DESCRIPTION OF WORK	
REASONS THAT REQUESTED APPROVAL IS CONSIDERED (STATE):			
REMARKS (STATE) :			
PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE		REPRESENTATIVE NAME AND TITLE:	Date:
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)		DLAE NAME:	Date:

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS

Instructions

1. Check appropriate box under “Cost-Effective Determination Required” or “Public Interest Determination Required” [for construction contracts](#). If “Use of non-competitive negotiated consultant contract” for A&E contracts is checked, select one of the limited circumstances provided.
2. Check “Class of Federal Funds” as follows: IM-Interstate Maintenance, NH-National Highway, STP State Transportation Program, Other (all other classes).
3. Provide the Federal-aid Project ID number in first column.
4. Identify Caltrans District-County-State Route-Post Mile, or City and street in second column.
5. List Estimated Cost of the portion of the project subject to this PIF.
6. List the amount of the Federal Funds in the portion of the project subject to this PIF.
7. Describe “General Location” applicable to this PIF.
8. Provide “General Description of Work” affected by this PIF.
9. Explain and give “Reasons that requested approval is considered to be cost-effective, in the public’s best interest, or meet A&E noncompetitive procurement.” Provide cost analysis or comparison as evidence of cost-effectiveness.
10. “Remarks” is for the Local Agency Representative preparing the Finding.
11. Signature, Name, and Title of Local Agency Representative preparing or approving PIF, as appropriate, and Date.
12. Signature and Name of District Local Assistance Engineer approving the PIF, as required, and Date.

ITEM NO: E.

SUBJECT: Consideration of a Resolution Authorizing Submission of a Grant Application to the Fresno Council of Governments (Fresno COG) for the Measure C – Transit Oriented Development (TOD) Program Cycle XII for the In-Fill Transit Hub and Infrastructure Revitalization.

BACKGROUND: The Fresno Council of Governments (Fresno COG) administers the Measure C – Transit Oriented Development (TOD) Program. TOD projects support community-based transit projects developed through an inclusive planning process with broad private-public partnerships and outreach. They also improve the range of transportation choices by supporting transit facilities and improving links between facilities and activity nodes. Additionally, TOD projects support well-designed, high-density housing and mixed uses near transit.

In addition to encouraging transit-supportive land use surrounding the high-capacity transit corridors to boost transit ridership in the Fresno County region, the Measure C TOD program also strives to support livable, viable, and sustainable transit-oriented healthy communities that promote walking, biking, and the use of public transit and reduce private vehicle dependence. Such TOD communities promote health and well-being and reduce risks for chronic diseases such as obesity, diabetes, and heart disease. The projects funded by the TOD program serve as models that reduce vehicle trips, improve air quality, and provide access to physical activity opportunities through integrated land use and transportation planning. The 12th cycle of the Measure C Transit Oriented Development (TOD) Program has around \$1.5 million available for Fresno County.

DISCUSSION: The City of Selma's Measure C TOD application, which was submitted to Fresno COG during the application submittal window, requests funding for the "In-Fill Transit Hub and Infrastructure Revitalization Project" a public-private partnership aimed at facilitating in-fill development. The proposed project location is between Whitson Ave and W Front Avenue near the Thompson Ave intersection. The total funding requested from Measure C TOD Grant will cover 50% of Rule 20 undergrounding of utilities expenses.

Scope of the proposed project-

- The project proposes completion of various off-site improvements and utilities, laying the foundation for future development of the in-fill site, boosting the incentive for development.
- Above ground, the project will construct vibrant sidewalks that will encircle the area along Whitson Avenue, connecting Thompson Avenue to West Front Street, encouraging residents to explore on foot or by bike.

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE FRESNO COUNCIL OF GOVERNMENTS (FRESNO COG) FOR THE FRESNO COUNCIL OF GOVERNMENTS MEASURE C CYCLE TRANSIT ORIENTED DEVELOPMENT PROGRAM (TOD) CYCLE 12

WHEREAS the Fresno Council of Governments (Fresno COG) Measure C Transit Oriented Development Program Cycle 12 grant applications are due February 27, 2024; and

WHEREAS, procedures established by Fresno COG require the grantee's governing body to certify by resolution the approval of project application(s); and

WHEREAS, the City of Selma intends to submit an application the Fresno COG for funding on February 27, 2024, this multi-faceted project includes infrastructure upgrades, such as undergrounding overhead utilities and, constructing new curb, gutter curbs, gutters, and sidewalks, promoting seamless relocation of a bus stop and new shelter, and a Class I bike path; and

WHEREAS the In-Fill Transit Hub and Infrastructure and Infrastructure Revitalization Project proposed by the City of Selma meets the program policies and guidelines as stated by the Measure C Transit-Oriented Infrastructure for Infill Development as created in the 2006 Measure C Extension Plan in supports of community-based transit projects; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

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

SECTION 2. The City of Selma hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

SECTION 3. The City of Selma City Council does direct its management, Planning, and Finance staff to ensure all projects are carried out in a timely manner and the directive of the Selma City Council.

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

PASSED, APPROVED and ADOPTED this 4th day of March, 2024, by the following vote:

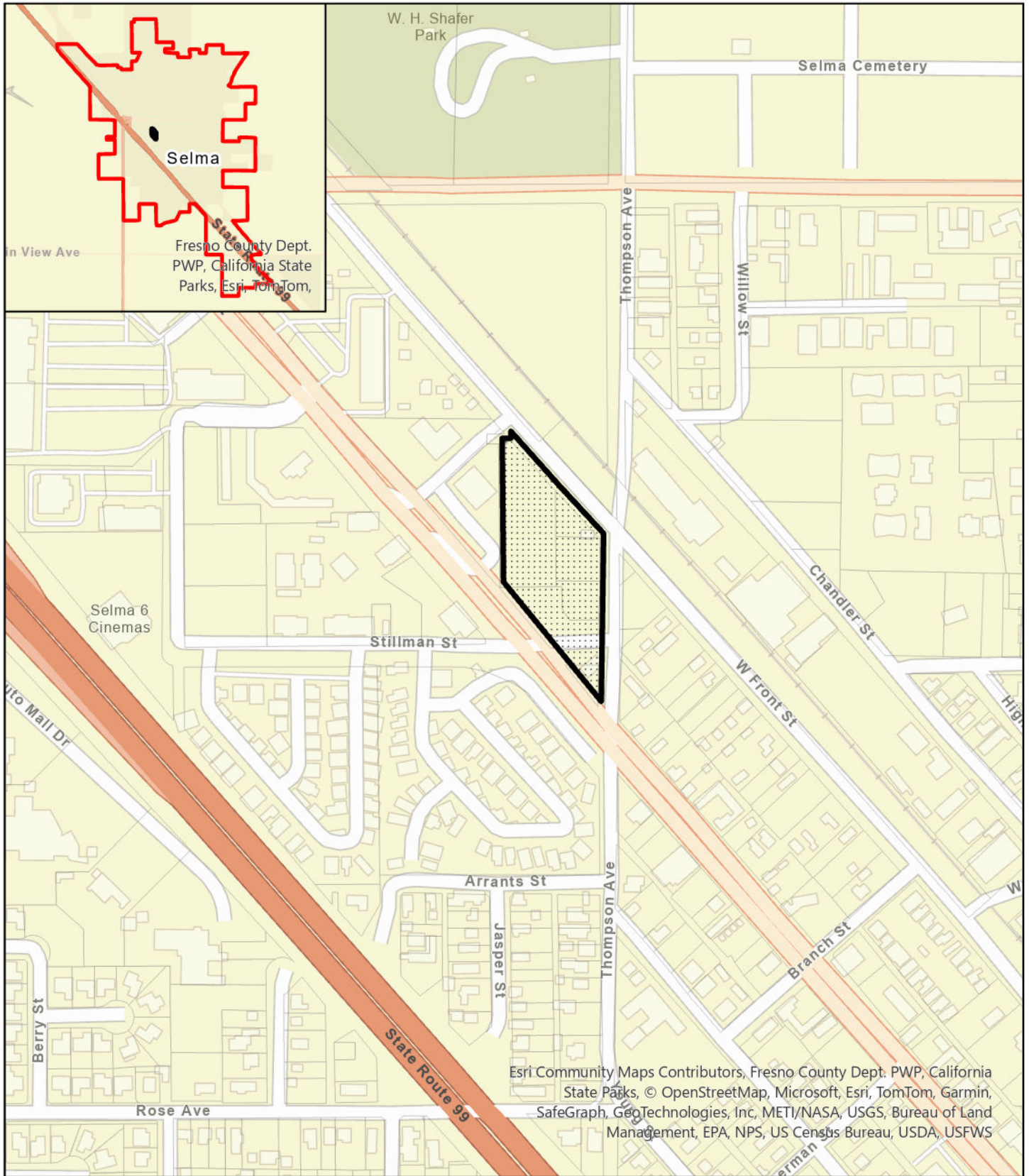
AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

ATTEST:

Scott Robertson, Mayor

Reyna Rivera
City Clerk

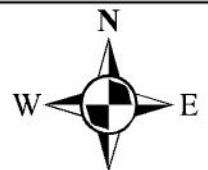
Project Location



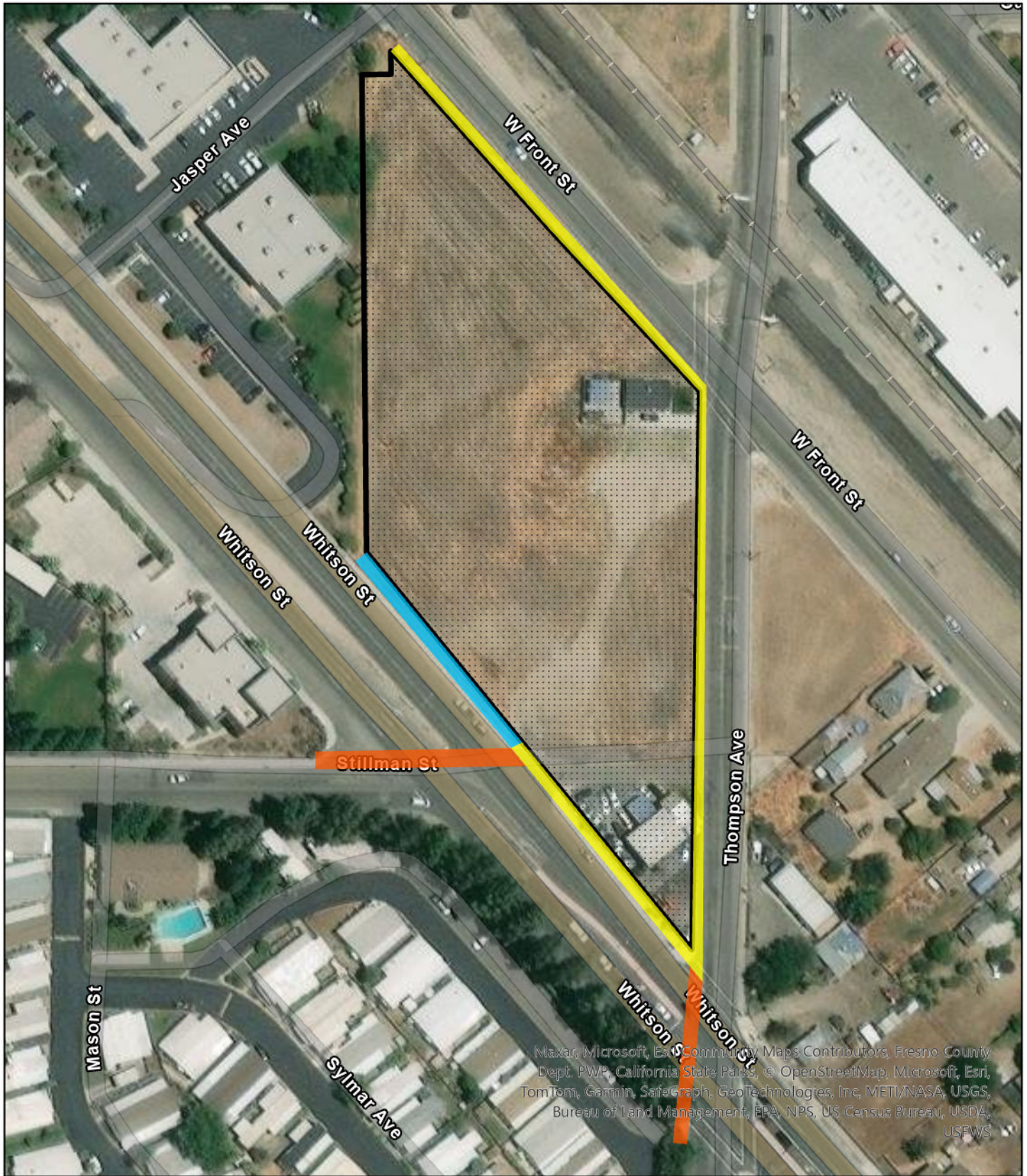
1 inch equals 500 feet.

0 250 500 1,000 Feet

- Parcels
- City Limits
- Project Site



Off-Site Improvements



1 inch equals 150 feet

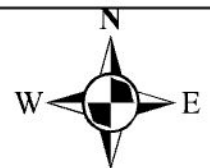
0 75 150 Feet

Off-Site Improvements

- Rule 20 only (Boring included)
- Rule 20, Sidewalk, Curb/Gutter
- Sidewalk, Curb/Gutter

City Limits

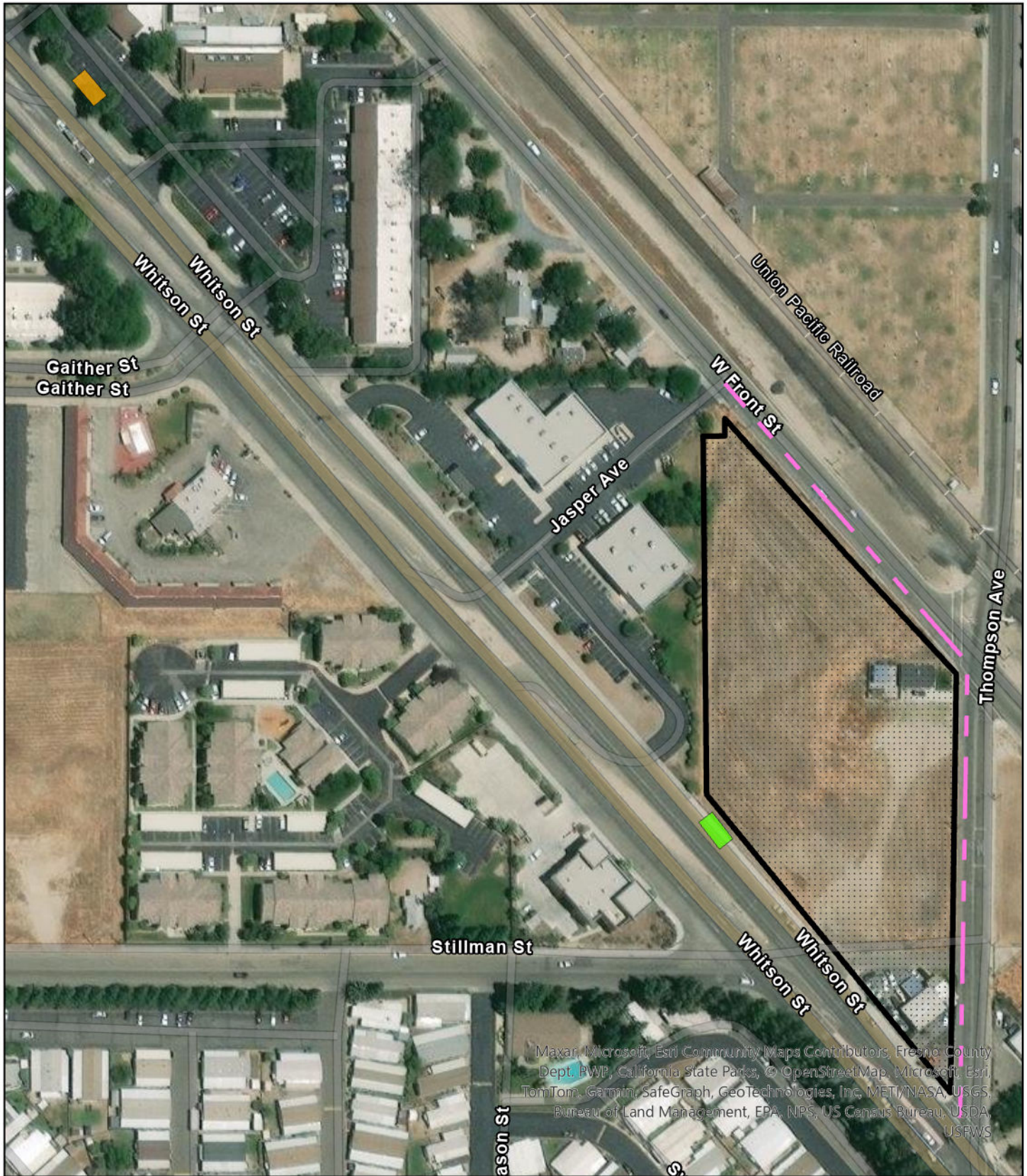
Project Site



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Other Improvements



1 inch equals 200 feet

0 100 200 Feet

Bus Stops

Existing to be Relocated

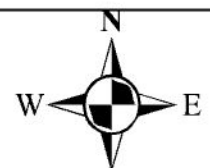
New with Shelter

Bike Lanes

Class I

City Limits

Project Site



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CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83568	02/08/24	Printed	A&S PUMP SERVICE	PW -INSTALL NEW BOWL & LLC PROBE E FRONT PUMP		18,846.07
83569	02/08/24	Printed	ACTION TOWING AND DIVE TEAM	PD -EVIDENCE TOWING DECEMBER 2023		372.00
83570	02/08/24	Printed	ALTA LANGUAGE SERVICES, INC.	HR -LISTENING & SPEAKING TEST		68.00
83571	02/08/24	Printed	NICOLETTE ANDERSEN	ART C -MY SON PINOCCHIO SET MATERIAL REIMBURSEMENT		178.57
83572- 83574 83575	02/08/24	Printed	ARAMARK UNIFORM	PW -UNIFORMS/TOWELS/FIRST AID 12/14/23-12/23/23		1,068.39
83575	02/08/24	Printed	ASBURY ENVIRONMENTAL SERVICES	FLEET -USED OIL DISPOSAL		105.00
83576	02/08/24	Printed	AT&T	ADMIN -TELEPHONE JANUARY 2024		37.00
83577	02/08/24	Printed	AT&T	FIN -INTERNET FOR WEED & SEED 1/11/24-2/10/24		84.89
83578	02/08/24	Printed	AT&T	ADMIN -PD FIRE ALARM 1/20/24-2/19/24		310.87
83579	02/08/24	Printed	AT&T MOBILITY	ADMIN -TELEPHONE/MDT'S 12/12/23-1/11/24		1,780.98
83580	02/08/24	Printed	BENNY BACA / COOL AIR SPECIALTY	PW -THERMOSTAT FD ADMIN BLDG		170.00
83581	02/08/24	Printed	KAMARA BIAWOGI	COMM DEV -CONFERENCE PER DIEM LODGING, MILEAGE 12/7- 12/8/23		705.90
83582	02/08/24	Printed	LIANA J. BRIGHAM / PICTURE THIS EMBROIDERY	PW -SUMMER HATS & SUMMER SHIRTS FOR NEW EMPLOYEES		397.64
83583	02/08/24	Printed	ANGYLA BRUMM	PD -ANIMAL SHELTER SUPPLIES REIMBURSEMENT		593.28
83584	02/08/24	Printed	TIM CANNON	PD -POST MANAGEMENT COURSE PER DIEM 1/28/24-2/1/24	R	290.00
83585	02/08/24	Printed	CENTRAL CALIFORNIA ELECTRONICS	PD -FIRE ALARM MONITORING 1/1/24-3/31/24		120.00
83586	02/08/24	Printed	CENTRAL SANITARY SUPPLY, LLC.	PW -JANITORIAL SUPPLIES		544.32
83587	02/08/24	Printed	CISCO SYSTEMS CAPITAL CRP	ADMIN -PHONE SYSTEM LEASE		1,375.84
83588	02/08/24	Printed	CITY OF FRESNO	PD -RANGE USE DECEMBER 2023		594.00
83589	02/08/24	Printed	CITY OF SANGER FIRE DEPARTMENT	FD -CONSULTING FOR IGT JULY - DECEMBER 2023		3,558.10
83590	02/08/24	Printed	COBRA PROFESSIONALS, INC.	HR -FLEXIBLE SPENDING ACCOUNT ADMIN FEE 10/1/23-12/31/23		216.00
83591	02/08/24	Printed	COMCAST	FD -INTERNET SERVICE 1/11/24-2/10/24		215.76
83592	02/08/24	Printed	CONSOLIDATED ELECTRICAL	PW -LED LIGHTS, FITTERS & SLIP FITTERS FOR SKATE PARK		3,656.81
83593	02/08/24	Printed	CPS HR CONSULTING	HR -WRITTEN TEST FOR ENTRY LEVEL CLERICAL		940.50
83594	02/08/24	Printed	CSMFO	FIN -MEMBERSHIP RENEWAL J. DEL CID & A. GONZALEZ		190.00
83595	02/08/24	Printed	DATA TICKET, INC.	PD -PARKING CITATION PROCESSING DECEMBER 2023		200.00
83596- 83597	02/08/24	Printed	DATAPATH LLC	ADMIN -NETCARE/ON SITE SUPPORT FEBRUARY 2024, DELL LAPTOP BUNDLES, ADOBE, BARRACUDA MESSAGE ARCHIVER, MS365 BUSINESS PREMIUM JANUARY 2024		117,471.64
83598	02/08/24	Printed	DEPARTMENT OF JUSTICE	PD -BLOOD ALCOHOL ANALYSIS DECEMBER 2023		210.00
83599	02/08/24	Printed	DEPARTMENT OF TRANSPORTATION	PW -SIGNALS & LIGHTING OCT-DEC 2023		2,504.79
83600	02/08/24	Printed	EBIX, INC.	HR -WORKER'S COMPENSATION MGMT 1/1/24-1/31/24		410.00
83601	02/08/24	Printed	JAVIER EVARISTO / GARAGE DOOR SKILLZ	PW -SERVICE ROLL UP DOORS FIRE STA 2, TEMPORARY SPRING REPAIRS TO CITY YARD GATE		1,380.00
83602	02/08/24	Printed	FASTRAK VIOLATION PROCESSING	FD -TOLLS		14.00
83603	02/08/24	Printed	FIVE CITIES EDA	FIN -2nd QUARTER DUES OCT-DEC 2023		1,387.71
83604	02/08/24	Printed	FRESNO COUNTY FIRE	FD -GRAPHICS CHANGE ENG 112		4,676.28
83605	02/08/24	Printed	FRESNO COUNTY SHERIFF	PD -PRISONER PROCESSING 7/1/23-9/30/23		1,711.05
83606	02/08/24	Printed	FRESNO ECONOMIC OPPORTUNITIES	SENIOR C -MEALS DECEMBER 2023		1,698.91
83607	02/08/24	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		571.66
83608	02/08/24	Printed	GCS ENVIRONMENTAL EQUIPMENT	FLEET -STREET SWEEPER SPRINGS		173.13
83609	02/08/24	Printed	HENRY SCHEIN INC.	FD -MEDICAL SUPPLIES		5,304.72
83610	02/08/24	Printed	VANESSA M. HERRERA	HR -REIMBURSEMENT FOR CERTIFIED MAIL		8.73
83611	02/08/24	Printed	J'S COMMUNICATION INC.	PD -BODY WORN CAMERA MODULARS FOR PD UNITS		2,930.00
83612	02/08/24	Printed	JOHNSON CONTROLS SECURITY	ADMIN -ALARM SERVICES 1/1/24-3/31/24		4,319.89
83613	02/08/24	Printed	JOHNSON CONTROLS SECURITY	PW -REPAIR TO KEYPAD AT PIONEER VILLAGE		140.91
83614	02/08/24	Printed	KINGS INDUSTRIAL OCCUPATION	HR -EMPLOYEE DOT COLLECTION, PHYSICALS & DRUG TESTS		1,594.52
83615	02/08/24	Printed	LES SCHWAB TIRE CENTERS OF CENTRAL CALIFORNIA	FLEET -UNIT TIRES & ALIGNMENTS		1,295.10
83616	02/08/24	Printed	LIEBERT, CASSIDY, WHITMORE	HR -LEGAL FEES DECEMBER 2023		5,876.50
83617	02/08/24	Printed	LIFE-ASSIST INC.	FD -MEDICAL SUPPLIES		776.66
83618	02/08/24	Printed	JEREMY LITTLE / LITTLE N' STITCH DESIGNS	ART C -PINOCCHIO CAST SHIRTS		1,288.68
83619	02/08/24	Printed	MAXIMUM AIR	FIN -BUSINESS LIC OVERPAYMENT		30.00
83620	02/08/24	Printed	MEDLINE INDUSTRIES, INC.	FD -MEDICAL SUPPLIES		624.86
83621	02/08/24	Printed	MYERS STEVENS & TOOHEY & CO.	HR -POLICE EMPLOYEES LIFE INS FEBRUARY 2024		665.00
83622	02/08/24	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		806.78

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83623	02/08/24	Printed	PAPE MACHINERY	FLEET -STREET SWEEPER FILTER		114.64
83624	02/08/24	Printed	PETHEALTH SERVICES INC	PD -ANIMAL SHELTER MICROCHIPS		2,245.44
83625	02/08/24	Printed	PG&E	ADMIN -UTILITIES JANUARY 2024		13.23
83626	02/08/24	Printed	PG&E	ADMIN -UTILITIES JANUARY 2024		253.43
83627	02/08/24	Printed	PG&E	ADMIN -UTILITIES JANUARY 2024		41,631.57
83628	02/08/24	Printed	PG&E	ADMIN -UTILITIES JANUARY 2024		402.05
83629	02/08/24	Printed	PG&E	ADMIN -UTILITIES JANUARY 2024		19.08
83630	02/08/24	Printed	HAROLD M PHILLIPS / MARTIN JEWELERS	ADMIN -RETIREMENT WATCHES PETERSEN & URESTI		650.85
83631	02/08/24	Printed	PRINTING SYSTEMS, INC.	FIN -PAYROLL W2 FORMS		220.83
83632	02/08/24	Printed	QUAD KNOPF, INC.	COMM DEV -PLANNING SERVICES 12/10/23-1/6/24	PARTIAL R	10,016.00
83633	02/08/24	Printed	R.J. BERRY JR. INC.	PW -ALPHABET STREETS STORM DRAIN		49,584.30
83634	02/08/24	Printed	ANNAROSA SALAZAR	ART C -MY SON PINOCCHIO ASSISTANT DIRECTOR		250.00
83635	02/08/24	Printed	SELMA UNIFIED SCHOOL DISTRICT	FLEET -FUEL DECEMBER 2023		24,440.81
83636	02/08/24	Printed	SPARKLETTS	FD -WATER SERVICE & ECO DEV -WATER FOR CVTC	PARTIAL R	129.93
83637	02/08/24	Printed	GLEND A LEANNE DAWN STEWART	ART C -MY SON PINOCCHIO CHOREO		250.00
83638	02/08/24	Printed	SUNRUN INSTALLATIONS SERVICES	BLDG -REFUND PERMIT 23-427		109.89
83639	02/08/24	Printed	TEC WEST, INC.	HR -CLERICAL ASSIST 1/21/24 & 1/28/24		1,562.40
83640	02/08/24	Printed	TELEFLEX LLC	FD -MEDICAL SUPPLIES		1,068.79
83641	02/08/24	Printed	THE MOWER'S EDGE INC.	FLEET -PREMIX FUEL		578.59
83642	02/08/24	Printed	TYLER TECHNOLOGIES, INC.	FIN -EXECUTIME ANNUAL FEE 3/1/24-2/28/25		9,346.85
83643	02/08/24	Printed	U.S. BANK CORPORATE PMT SYSTEM	FIN -CALCARD CHARGES 12/23/23-1/22/24	PARTIAL R	68,161.94
83644	02/08/24	Printed	UMPQUA BANK	FIN -2015 REFI BOND		297,723.83
83645	02/08/24	Printed	VALLEY SHREDDING LLC	ADMIN -SHREDDING SERVICE		24.00
83646	02/08/24	Printed	VERIZON WIRELESS	ADMIN -TELEPHONE/MDT'S 12/19/23-1/18/24		1,442.39
83647	02/08/24	Printed	VERIZON WIRELESS	ADMIN -TELEPHONE/MDT'S 11/19/23-12/18/23		1,577.89
83648	02/08/24	Printed	VINCENT COMMUNICATIONS INC	FD -REMOTE CONTROL HEAD FOR AMB 550 RADIO		536.95
83649	02/08/24	Printed	WASTE MANAGEMENT-USA WASTE	FIN -GARBAGE JANUARY 2024		140,327.14
83650	02/08/24	Printed	SAVANNAH WEST	ART C -MY SON PINOCCHIO CHOREO		250.00
83651	02/08/24	Printed	WHITE CAP, L.P.	FD -PALLET OF WATER, PW -RAIN BOOTS		902.25
83652	02/08/24	Printed	WILLDAN ENGINEERING	FD -EMS USER FEE STUDY		3,315.00
83653	02/08/24	Printed	JAMIELA WILLIAMS	ART C -PROPS FOR THE BROTHERS SIZE		12.97
83654	02/08/24	Printed	XTREME MANUFACTURING	FIN -BUSINESS LIC OVERPAYMENT		5.00
83655	02/08/24	Printed	YAMABE & HORN ENGINEERING, INC	ENG -CDBG GRANT 23561	G	3,493.75
TOTAL						855,153.23

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

US BANK INVOICE FOR CALCARD CHARGES: 12/23/23-01/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ALEJANDRO ALVAREZ	1/4/2024	THE HOME DEPOT	ANIMAL SHELTER: SUPPLIES	100-2400-600.250.000	949.55
ALEJANDRO ALVAREZ	1/5/2024	THE HOME DEPOT	ANIMAL SHELTER: SUPPLIES	100-2400-600.250.000	102.30
ALEJANDRO ALVAREZ	1/8/2024	THE HOME DEPOT	ANIMAL SHELTER: SUPPLIES	100-2400-600.250.000	182.30
ALEJANDRO ALVAREZ	1/12/2024	THE HOME DEPOT	ANIMAL SHELTER: SUPPLIES	100-2400-600.250.000	208.83
ALEJANDRO ALVAREZ	1/19/2024	THE HOME DEPOT	ANIMAL SHELTER: SUPPLIES	100-2400-600.250.000	1,134.65
AMY SMART	1/5/2024	ANN'S DONUTS	TRAINING SNACKS	100-4100-610.915.000	16.99
AMY SMART	1/8/2024	CPRS	CPRS ADMIN	100-4100-610.915.000	30.00
ANDREW GUZMAN	12/31/2023	THE HOME DEPOT	PADLOCKS FOR SHELTER	100-2400-600.250.000	45.26
ANDREW GUZMAN	1/1/2024	NELSON'S ACE HARDWARE	EXTRA KEYS FOR SHELTER	100-2400-600.250.000	6.81
ANDREW GUZMAN	1/8/2024	AUTOZONE	BATTERY FOR KEY FOB	100-2200-600.250.000	9.75
ANDREW GUZMAN	1/9/2024	WASTE MGMT	ROLL-OFF DUMPSTER FOR SHELTER	100-2400-600.250.000	587.19
ANDREW GUZMAN	1/17/2024	WASTE MGMT	ROLL-OFF DUMPSTER FOR SHELTER. CANCELED NOT NEEDED	100-2400-600.250.000	(587.19)
CALEB GARCIA	12/28/2023	SELMA STATION, SELMA CA	FUEL-ACT	269-2100-600.257.000	55.53
CALEB GARCIA	1/1/2024	METRO UNIFORM & ACCESSORIES	EQUIPMENT-ACT	269-2100-600.350.000	303.05
CALEB GARCIA	1/4/2024	HANDI STOP, CARUTHERS CA	FUEL-ACT	269-2100-600.257.000	42.87
CALEB GARCIA	1/9/2024	LOMA VISTA, SANGER CA	FUEL-ACT	269-2100-600.257.000	76.49
CALEB GARCIA	1/10/2024	5.11, IRVINE CA	EQUIPMENT-ACT	269-2100-600.350.000	690.09
CALEB GARCIA	1/10/2024	METRO UNIFORM & ACCESSORIES	EQUIPMENT-ACT	269-2100-600.350.000	75.74
CALEB GARCIA	1/10/2024	METRO UNIFORM & ACCESSORIES	EQUIPMENT-ACT	269-2100-600.350.000	189.45
CALEB GARCIA	1/12/2024	CHEVRON GAS STATION	FUEL-ACT	269-2100-600.257.000	87.37
CALEB GARCIA	1/18/2024	CHEVRON GAS STATION	FUEL-ACT	269-2100-600.257.000	78.91
CASSY L FAIN	12/28/2023	CHEVRON GAS STATION	FUEL	100-2100-610.915.000	63.76
CASSY L FAIN	1/2/2024	SARATOGA LODGE BOOKING FEE	TRAINING	100-2100-610.920.000	15.99
CASSY L FAIN	1/4/2024	METRO UNIFORM & ACCESSORIES	REVOLVING ACCOUNT - FAIN UNIFORM	100-0000-123.010.000	283.71
CITY OF SELMA STATION 1	12/27/2023	NAPA AUTO PARTS	RETURNED GREASE	100-2525-600.250.000	(18.42)
CITY OF SELMA STATION 1	1/2/2024	WALMART	MATTRESS COVER	100-2525-600.250.000	10.81
CITY OF SELMA STATION 1	1/10/2024	AUTOZONE	TIE DOWN	100-2525-600.250.000	21.68
CITY OF SELMA STATION 1	1/14/2024	WALMART	COMPUTER ADAPTER	100-1600-600.100.000	14.07
CITY OF SELMA STATION 2	12/22/2023	WALMART	WATER FOR ST 1,2 & 3	100-2525-600.250.000	135.47
CITY OF SELMA STATION 2	12/22/2023	WALMART	WATER FOR ST 1,2 & 3	600-2600-600.250.000	67.74
CITY OF SELMA STATION 2	12/23/2023	THE HOME DEPOT	MICROWAVE ST. 3	600-2600-600.250.000	97.63
CITY OF SELMA STATION 2	1/21/2024	WALMART	TV FOR STATION 3	100-2525-600.250.000	280.44
CITY OF SELMA TRAINING DIVISION	1/2/2024	WALMART	EMS SUPPLIES	600-2600-600.250.000	32.97
CITY OF SELMA TRAINING DIVISION	1/2/2024	WALMART	TRAINING SUPPLIES	600-2600-600.250.000	28.22
CITY OF SELMA TRAINING DIVISION	1/11/2024	REPAIR ALL	REPLACED EMS IPAD SCREEN	600-2600-600.350.000	149.99
CITY OF SELMA TRAINING DIVISION	1/14/2024	THE HOME DEPOT	LUMBER FOR TRAINING	295-2525-610.915.000	9.82
CYNTHIA GOMEZ	12/28/2023	AMAZON	OFFICE SUPPLIES	100-2200-600.250.000	71.53
CYNTHIA GOMEZ	12/28/2023	ANN'S DONUTS	SUPPLIES FOR WARRANT BRIEFING	100-2200-600.250.000	48.97
CYNTHIA GOMEZ	1/18/2024	REGIONAL TRAINING CENTER	RECORDS SUPERVISOR COURSE	100-2200-610.915.000	532.51
EMS DIVISION 550	1/1/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	73.43
EMS DIVISION 550	1/3/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	108.31
EMS DIVISION 550	1/11/2024	WALMART	SUPPLIES	600-2600-600.250.000	37.21
EMS DIVISION 550	1/21/2024	LOVES GAS STATION	FUEL	701-9200-600.257.000	59.33
EMS DIVISION 551	12/23/2023	THE HOME DEPOT	MICROWAVE	600-2600-600.250.000	(65.06)
EMS DIVISION 551	12/23/2023	THE HOME DEPOT	RETURNED	600-2600-600.250.000	65.06

US BANK INVOICE FOR CALCARD CHARGES: 12/23/23-01/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
EMS DIVISION 551	12/26/2023	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	83.64
EMS DIVISION 553	1/16/2024	7-ELEVEN GAS STATION	FUEL	701-9200-600.257.000	95.35
FERNANDO SANTILLAN	1/7/2024	FRESNO BEE	SUBSCRIPTION	100-1300-600.900.000	39.99
FERNANDO SANTILLAN	1/8/2024	DROPBOX	SUBSCRIPTION	100-1300-600.900.000	119.88
FERNANDO SANTILLAN	1/13/2024	FUGAZZIS	MEETING WITH S. DIX	100-1300-610.920.000	39.62
FERNANDO SANTILLAN	1/16/2024	MONDAY.COM	SUBSCRIPTION	100-1300-610.900.000	2,714.84
FINANCE DEPARTMENT	12/27/2023	AMAZON	DESK ORGANIZER FOR A. GONZALEZ	100-1600-600.250.000	29.28
FINANCE DEPARTMENT	1/8/2024	BNP MEDIA	ENR ENGINEERING RECORD-CM MEMBERSHIP	100-1300-610.900.000	149.99
FINANCE DEPARTMENT	1/16/2024	ADOBE	ADOBE-CONVERT PDF FILES TO EXCEL	100-1600-600.100.000	23.88
FINANCE DEPARTMENT	1/18/2024	PETWATCH	ANIMAL SERVICES PETPOINT SOFTWARE	100-2400-600.400.050	1,500.00
GEORGE SIPIN	12/26/2023	TRUCKPRO #131	AIR DRAIN VALVE FOR ARBOC BUS.	603-5500-600.256.000	141.38
GEORGE SIPIN	12/26/2023	THE NAPA STORE	PURGE VALVE FOR ARBOC BUS.	603-5500-600.256.000	33.35
GEORGE SIPIN	12/26/2023	THE NAPA STORE	BRAKE PAD REAR/FRONT FOR ARBOC BUS.	603-5500-600.256.000	762.01
GEORGE SIPIN			SPARK PLUGS, SPARK PLUG WIRES, OIL FILTER, COUPLING FOR ARBOC		
	12/27/2023	THE NAPA STORE	BUS #STOCK.	603-5500-600.256.000	305.75
GEORGE SIPIN	12/27/2023	THE NAPA STORE	SPARK PLUG/AIR FILTERS & COOLANT #STOCK.	603-5500-600.256.000	523.50
GEORGE SIPIN	12/27/2023	MIDTERM INC	NON-INSULATED WIRE SLICE.	603-5500-600.250.000	27.95
GEORGE SIPIN	12/28/2023	BASKIN AUTO UPHOLSTERY	SEAT REPAIR FOR GMC BUS # 128.	603-5500-600.400.000	409.74
GEORGE SIPIN	12/29/2023	BARNES WELDING SUPPLY - F	WELDING GAS.	603-5500-600.250.000	41.50
GEORGE SIPIN	12/29/2023	FRONTIER FASTENER	ASSORTED FASTENERS & INDUSTRIAL SUPPLIES.	603-5500-600.250.000	68.59
GEORGE SIPIN			TOW SERVICE FROM AUBERRY TO TRANS N SPEED SHOP IN FRESNO		
	1/2/2024	SQ *JOE GAITAN TRUCKING	FOR BREAKDOWN ON VAN #185.	603-5500-600.400.000	740.00
GEORGE SIPIN			TOW SERVICE FROM JENSEN & TEMPERANCE TO SAUNDERS		
	1/2/2024	SQ *JOE GAITAN TRUCKING	TRANSMISSION IN FRESNO FOR BREAKDOWN ON BUS #188.	603-5500-600.400.000	495.00
GEORGE SIPIN			TOW SERVICE FROM WHITSON/FLORAL TO TRANSIT SHIP FOR		
	1/2/2024	SQ *JOE GAITAN TRUCKING	BREAKDOWN ON BUS #182.	603-5500-600.400.000	495.00
GEORGE SIPIN	1/2/2024	CHEVROLET CADILLAC OF FRE	MOTOR MOUNT FOR ARBOC BUS.	603-5500-600.256.000	325.12
GEORGE SIPIN	1/2/2024	CHEVROLET CADILLAC OF FRE	HYDRO BOOST FOR ARBOC BUS.	603-5500-600.256.000	1,165.17
GEORGE SIPIN			TURN SIGNAL FOR GMC BUS. RADIATOR, WATER PUMP, SPARK PLUGS,		
	1/2/2024	THE NAPA STORE	SPARK PLUG WIRE FOR ARBOC BUS.	603-5500-600.256.000	1,862.18
GEORGE SIPIN			TRANSMISSION KIT FOR ARBOC BUS. TURN SIGNAL SWITCH FOR GMC		
	1/2/2024	THE NAPA STORE	BUS.	603-5500-600.256.000	285.21
GEORGE SIPIN	1/3/2024	A-Z BUS SALES INC.	HEIGHT CONTROLLER FOR ARBOC BUS.	603-5500-600.256.000	4,146.31
GEORGE SIPIN	1/4/2024	WALMART	WATER, DISPOSABLE CUTLIERIES, TOILET/KITCHEN SUPPLIES.	603-5500-600.250.000	124.49
GEORGE SIPIN	1/4/2024	SELMA LES SCHWAB TIRE CTR	TIRES FOR ARBOC BUS.	603-5500-600.400.000	1,322.80
GEORGE SIPIN	1/4/2024	CHEVROLET CADILLAC OF FRE	HEADLAMP ASSEMBLY FOR ARBOC BUS.	603-5500-600.256.000	856.44
GEORGE SIPIN	1/4/2024	CHEVROLET CADILLAC OF FRE	POWER STEERING HOSE & HYDRO BOOSTER FOR ARBOC BUS.	603-5500-600.256.000	1,394.10
GEORGE SIPIN			POWER STEERING HOSE HIGH/LOW & HYDRO BOOSTER FOR ARBOC		
	1/5/2024	CHEVROLET CADILLAC OF FRE	BUS.	603-5500-600.256.000	2,050.35
GEORGE SIPIN			OIL FILTER, WINDSHIELD WASH, BRAKE PAD, REAR VIEW MIRROR FOR		
	1/5/2024	THE NAPA STORE	ARBOC BUS. SIMPLE GREEN FOR VEHICLE WASH DETAILING.	603-5500-600.256.000	339.69
GEORGE SIPIN	1/5/2024	THE NAPA STORE	WATER PUMP FOR ARBOC BUS.	603-5500-600.256.000	703.54
GEORGE SIPIN	1/5/2024	THE NAPA STORE	GENERAL PURPOSE SAND PAD.	603-5500-600.250.000	71.08

US BANK INVOICE FOR CALCARD CHARGES: 12/23/23-01/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	1/5/2024	THE HOME DEPOT	REFRIGERATOR AND WATER FILTER, TIE DOWNS STRAPS FOR SHOP USE.	603-5500-600.250.000	1,494.70
GEORGE SIPIN	1/8/2024	WALMART	PENS, LEGAL PAD, DESK PAD, MEMO PAD FOR SHOP USE.	603-5500-600.250.000	32.68
GEORGE SIPIN	1/9/2024	ALL AMERICAN GLASS INC	INSTALLED NEW WINDSHIELD ON BUS #166.	603-5500-600.400.000	419.70
GEORGE SIPIN	1/9/2024	SAFETY KLEEN SYSTEMS	REMOVAL OF USED TRANSMISSION/MOTOR OIL.	603-5500-600.400.000	145.50
GEORGE SIPIN	1/10/2024	SELMA LES SCHWAB TIRE CTR	NEW TIRES FOR ARBOC BUS.	603-5500-600.400.000	1,583.57
GEORGE SIPIN	1/10/2024	THE NAPA STORE	BRAKE PAD REAR/FRONT FOR CHAMPIONS BUS.	603-5500-600.256.000	374.67
GEORGE SIPIN	1/10/2024	KINGSBURG SINCLAIR	REFILL OF PROPANE GAS FOR SHOP HEATER.	603-5500-600.250.000	343.08
GEORGE SIPIN	1/11/2024	THE HOME DEPOT	HEAVY DUTY COVER FOR PROTERRA BUS CHARGER LOCATED AT THE LOT ACROSS FROM NEW FCRTA FACILITY., ETC.	603-5500-600.250.000	345.70
GEORGE SIPIN	1/12/2024	ARMANDO'S SMOG	SMOG FEE FOR BUS #150.	603-5500-600.400.000	100.00
GEORGE SIPIN	1/12/2024	NELSON'S ACE HARDWARE	COMBINATION WRENCH/PLIERS FOR SHOP TOOL.	603-5500-600.250.000	48.80
GEORGE SIPIN	1/15/2024	CHEVROLET CADILLAC OF FRE	OXYGEN SENSOR & OIL PAN FOR ARBOC BUS STOCK.	603-5500-600.256.000	2,095.53
GEORGE SIPIN	1/17/2024	SELMA LES SCHWAB TIRE CTR	ALIGNMENT FOR BUS #168.	603-5500-600.400.000	85.00
GEORGE SIPIN	1/17/2024	SELMA LES SCHWAB TIRE CTR	NEW TIRES FOR ARBOC BUS & FLAT TIRE REPAIRS.	603-5500-600.400.000	1,483.08
GEORGE SIPIN	1/17/2024	ARMANDO'S SMOG	SMOG FEE FOR BUS #157.	603-5500-600.400.000	100.00
GEORGE SIPIN	1/18/2024	ARMANDO'S SMOG	SMOG FEE FOR BUS #178.	603-5500-600.400.000	100.00
GEORGE SIPIN	1/18/2024	ARMANDO'S SMOG	SMOG FEE FOR BUS #174.	603-5500-600.400.000	100.00
GEORGE SIPIN	1/18/2024	NELSON'S ACE HARDWARE	MEASURING TAPE TOOL FOR SHOP .	603-5500-600.250.000	23.42
JACOB DEL CID	12/28/2023	SMITH SIGN & DECAL	NAME PLATE FOR MATHEW COCHRAN	100-1400-600.250.000	50.00
JACOB DEL CID	1/3/2024	ME N EDS	LUNCH FOR FINANCE AND PRICE PAIGE AUDIT PREP	100-1600-610.920.000	63.73
JACOB DEL CID	1/18/2024	CITY OF FRESNO PARK MOBIL	PARKING FOR FRESNO COUNTY OVERSIGHT BOARD ROPS APPROVAL MEETING	100-1600-610.920.000	3.49
JANIE VENEGAS	1/3/2024	LEGENDS TAP HOUSE & GRILL	CODE ENFORCEMENT PANEL LUNCHES	100-1400-600.250.000	57.73
JANIE VENEGAS	1/6/2024	G'S RISTORANTE	PW SUPERVISOR PANEL LUNCHES	100-1400-600.250.000	89.27
JEROME KEENE	1/28/2024	LEGENDS TAP HOUSE & GRILL	CVTC COHORT 11-JOB FAIR VENUE	274-1600-600.500.000	500.00
JESUS HERNANDEZ	12/26/2023	THE HOME DEPOT	SPRAY BOTTLE-BLDGS	702-9300-600.250.000	16.21
JESUS HERNANDEZ	12/26/2023	COAST APPLIANCE PARTS	DRAIN PUMP-FIRE STATION 2	702-9300-600.370.000	46.91
JESUS HERNANDEZ	12/27/2023	CAMACHO TIRES	REPAIR TIRE RT #729	701-9200-600.400.000	25.00
JESUS HERNANDEZ	12/28/2023	NELSON'S ACE HARDWARE	EDGER BLADES-FLEET	701-9200-600.250.000	75.82
JESUS HERNANDEZ	1/2/2024	NELSON'S ACE HARDWARE	BULBS, LED LIGHTS-CITY HALL, WEED & SEED, TC	702-9300-600.250.000	138.75
JESUS HERNANDEZ	1/2/2024	THE HOME DEPOT	LED RETROFIT MODULE, NIGHTLIGHT-CH & FD#2	702-9300-600.250.000	368.20
JESUS HERNANDEZ	1/3/2024	THE HOME DEPOT	WALLPLATES,LIGHTS-BLDGS	702-9300-600.250.000	158.04
JESUS HERNANDEZ	1/3/2024	QUINN PARTS DEPT SELMA	SERVICE LIFT - ART'S CENTER	702-9300-600.400.000	566.79
JESUS HERNANDEZ	1/8/2024	NELSON'S ACE HARDWARE	REPAIR SUPPLIES -BLDGS	702-9300-600.370.000	189.09
JESUS HERNANDEZ	1/9/2024	TRACTOR SUPPLY	RATCHETS , CHAINS- FLEET	701-9200-600.305.000	429.66
JESUS HERNANDEZ	1/9/2024	THE HOME DEPOT	NAIL PULLER,PLIERS-BLDGS TOOLS	702-9300-600.305.000	30.81
JESUS HERNANDEZ	1/9/2024	THE HOME DEPOT	REPAIR SUPPLIES-BLDGS	702-9300-600.370.000	229.23
JESUS HERNANDEZ	1/10/2024	VALLEY IRON INC.	SCRAP IRON - DOLLY FOR DOG SHELTER	100-2400-600.250.050	82.12
JESUS HERNANDEZ	1/10/2024	THE HOME DEPOT	GRAB HOOKS-FLEET	701-9200-600.250.000	27.49
JESUS HERNANDEZ	1/10/2024	NAPA AUTO PARTS	LUG NUTS-STOCK	701-9200-600.256.000	28.18
JESUS HERNANDEZ	1/11/2024	THE HOME DEPOT	SUPPLIES BLDG REPAIRS - DOG SHELTER	100-2400-600.250.050	510.64
JESUS HERNANDEZ	1/12/2024	NELSON'S ACE HARDWARE	SMALL EQUIPMENT REPAIRS-FLEET	701-9200-600.375.000	243.32

US BANK INVOICE FOR CALCARD CHARGES: 12/23/23-01/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JESUS HERNANDEZ	1/12/2024	NELSON'S ACE HARDWARE	REPAIRS SUPPLIES-BLDGS	702-9300-600.370.000	182.94
JESUS HERNANDEZ	1/16/2024	THE HOME DEPOT	SUPPLIES BLDG REPAIRS - DOG SHELTER	100-2400-600.250.050	195.11
JESUS HERNANDEZ	1/17/2024	THE HOME DEPOT	SUPPLIES BLDG REPAIRS - DOG SHELTER	100-2400-600.250.050	309.35
JESUS HERNANDEZ	1/18/2024	THE HOME DEPOT	SUPPLIES BLDG REPAIRS - DOG SHELTER	100-2400-600.250.050	62.45
JESUS HERNANDEZ	1/18/2024	THE HOME DEPOT	LATCH SHIELD - PARKS RESTROOMS	702-9300-600.250.000	54.58
JESUS HERNANDEZ	1/18/2024	NELSON'S ACE HARDWARE	SUPPLIES-BLDGS	702-9300-600.250.000	144.79
JESUS HERNANDEZ	1/18/2024	THE HOME DEPOT	SUPPLIES BLDG REPAIRS-CORP YARD	702-9300-600.370.000	872.59
JORDAN WEBSTER	1/11/2024	METRO UNIFORM & ACCESSORIES	CHIEF WEBSTER & CHIEF GOMEZ NAME PLATES	100-2500-600.300.000	47.52
JORDAN WEBSTER	1/11/2024	METRO UNIFORM & ACCESSORIES	CHIEF WEBSTER UNIFORMS	100-2500-600.300.000	433.29
JORDAN WEBSTER	1/16/2024	FOUR SEASONS HANDY MARKET	FUEL	701-9200-600.257.000	20.00
JUSTIN HOLT	1/5/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 192	701-9200-600.257.000	60.02
JUSTIN HOLT	1/6/2024	CIRCLE K GAS STATION	FUEL FOR UNIT 192	701-9200-600.257.000	57.00
KELLI TELLEZ	12/26/2023	AMAZON	RED PULL-TITE SECURITY SEAL	600-2600-600.280.000	54.20
KELLI TELLEZ	1/19/2024	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	101.48
LISBETH MARTINEZ	12/28/2023	DOLLAR TREE	BALLOONS FOR NYE	100-4200-600.400.000	4.88
LISBETH MARTINEZ	12/28/2023	WALMART	CIDER FOR NYE AT SR. CENTER	100-4500-656.895.000	27.74
LISBETH MARTINEZ	1/4/2024	WALMART	SR. CENTER BREAKFAST SUPPLIES	100-4500-656.895.000	218.20
LISBETH MARTINEZ	1/5/2024	PANADERIA VANESSA	PAN FOR THE SR. CENTER	100-4500-656.895.000	22.00
LISBETH MARTINEZ	1/12/2024	WALMART	CHIPS FOR SR. CENTER LUNCH	100-4500-656.895.000	19.48
LISBETH MARTINEZ	1/19/2024	WALMART	SNACKS FOR PW AWARD RECOGNITION	100-4100-656.905.000	45.99
MICHAEL HONN	1/11/2024	CPRS-CA PARKS REC SOCIETY	MEMBERSHIP FEE-MICHAEL HONN	100-5300-610.900.000	185.00
NESTOR GALVAN	12/22/2023	AMAZON	METRIC THREAD REPAIR KIT	701-9200-600.305.000	79.76
NESTOR GALVAN	12/26/2023	KELLER FORD LINCOLN	UNIT 187 2015 PD INTERCEPTOR PART	701-9200-600.256.000	(429.00)
NESTOR GALVAN	12/26/2023	KELLER FORD LINCOLN	UNIT 187 2015 PD INTERCEPTOR PARTS	701-9200-600.256.000	1,849.47
NESTOR GALVAN	12/28/2023	TRANSMISSIONS	UNIT 722 2007 F150 TRANSMISSION WORK	701-9200-600.457.000	2,581.85
NESTOR GALVAN	1/3/2024	O'REILLY AUTO PARTS	UNIT 9915 2005 RANGER BRAKE PARTS	701-9200-600.256.000	167.09
NESTOR GALVAN	1/3/2024	QUINN PARTS DEPT	PART RETURN	701-9200-600.256.000	(119.19)
NESTOR GALVAN	1/4/2024	QUINN PARTS DEPT	UNIT 1402 PARTS	701-9200-600.256.000	\$411.41
NESTOR GALVAN	1/4/2024	ARMANDO'S SMOG	SMOG	701-9200-600.457.000	490.00
NESTOR GALVAN	1/4/2024	ARMANDO'S SMOG	SMOG	701-9200-600.457.000	\$80.00
NESTOR GALVAN	1/17/2024	TIFCO INDUSTRIES INC	SUPPLIES	701-9200-600.250.000	\$531.51
NESTOR GALVAN	1/17/2024	O'REILLY AUTO PARTS	UNIT 8560 AMB 550 PARTS	701-9200-600.256.000	\$300.76
NESTOR GALVAN	1/17/2024	THE HOME DEPOT	UNIT 1315 2016 STREET SWEEPER	701-9200-600.256.000	\$30.74
NICOLETTE ANDERSEN	11/27/2023	SLACK	SAC- MARKETING PLATFORM	605-4300-656.910.000	39.08
NICOLETTE ANDERSEN	12/22/2023	AMAZON	CKP - PINOCCHIO JR. COSTUME SUPPLIES	100-4300-600.250.000	23.84
NICOLETTE ANDERSEN	12/22/2023	SIGNUP GENIUS	AUDITION SIGN UP PLATFORM	605-4300-656.910.000	24.99
NICOLETTE ANDERSEN	12/28/2023	SAVEMART	SAC - PLAY READING - SNACK BAR	605-4300-656.910.000	65.76
NICOLETTE ANDERSEN	12/29/2023	AMAZON	CKP - PINOCCHIO JR. COSTUME SUPPLIES	100-4300-600.250.000	117.30
NICOLETTE ANDERSEN	1/2/2024	KENMARK INC	CKP - PINOCCHIO BACKDROP	100-4300-600.250.000	947.00
NICOLETTE ANDERSEN	1/4/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME SUPPLIES	100-4300-600.250.000	29.76
NICOLETTE ANDERSEN	1/4/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME SUPPLIES	100-4300-600.250.000	74.76
NICOLETTE ANDERSEN	1/5/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME SUPPLIES	100-4300-600.250.000	431.21
NICOLETTE ANDERSEN	1/5/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME SUPPLIES	100-4300-600.250.000	74.76
NICOLETTE ANDERSEN	1/5/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME SUPPLIES	100-4300-600.250.000	124.60
NICOLETTE ANDERSEN	1/5/2024	THE HOME DEPOT	CKP - PINOCCHIO JR. - SET SUPPLIES	100-4300-600.250.000	73.38

US BANK INVOICE FOR CALCARD CHARGES: 12/23/23-01/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	1/7/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME SUPPLIES	100-4300-600.250.000	40.55
NICOLETTE ANDERSEN	1/7/2024	THE HOME DEPOT	CKP - PINOCCHIO JR. - SET SUPPLIES	100-4300-600.250.000	448.79
NICOLETTE ANDERSEN	1/8/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME/ MIC SUPPLIES	100-4300-600.250.000	115.46
NICOLETTE ANDERSEN	1/8/2024	AMAZON	CKP - PINOCCHIO JR. BATTERIES FOR MICS	100-4300-600.250.000	203.36
NICOLETTE ANDERSEN	1/8/2024	QR.IO GENERATOR	CKP - PINOCCHIO JR. - QR CODE FOR POSTER	605-4300-656.910.000	35.00
NICOLETTE ANDERSEN	1/9/2024	AMAZON	SAC - PRIME MEMBERSHIP	605-4300-600.250.000	16.26
NICOLETTE ANDERSEN	1/10/2024	AMAZON	CKP - PINOCCHIO JR. COSTUME SUPPLIES	100-4300-600.250.000	10.84
NICOLETTE ANDERSEN	1/10/2024	AMAZON	CKP - PINOCCHIO WANDS FOR SNACK BAR	100-4300-600.250.000	48.80
NICOLETTE ANDERSEN	1/10/2024	MADMAPPER	CKP - PINOCCHIO JR PROJECTION LICENSE	100-4300-600.250.000	50.00
NICOLETTE ANDERSEN	1/11/2024	WALMART	CKP - PINOCCHIO JR. - SNACK BAR	100-4300-600.250.000	293.64
NICOLETTE ANDERSEN	1/12/2024	FASTSIGNS	CKP - PINOCCHIO JR LOBBY SIGN	100-4300-600.250.000	46.47
NICOLETTE ANDERSEN	1/14/2024	AMAZON	CKP - PINOCCHIO JR. BATTERIES FOR MICS & WANDS FOR SNACK BAR	100-4300-600.250.000	252.16
NICOLETTE ANDERSEN	1/14/2024	WALMART	CKP - PINOCCHIO JR. SUPPLIES	100-4300-600.250.000	19.87
NICOLETTE ANDERSEN	1/15/2024	AMAZON	SAC- DREAM HOST	605-4300-600.250.000	5.00
NICOLETTE ANDERSEN	1/18/2024	SAVEMART	CKP - PINOCCHIO JR. SNACK BAR	100-4300-600.250.000	66.50
NICOLETTE ANDERSEN	1/21/2024	WALGREENS	CKP - PINOCCHIO JR. CAST PICTURE PRINTS	100-4300-600.250.000	48.65
PATRICK HERNANDEZ	1/2/2024	OFFICE DEPOT	LOGITECH H390 USB HEADSET FOR J. DEL CID	100-1600-600.250.000	27.11
PATRICK HERNANDEZ	1/2/2024	OFFICE DEPOT	LOGITECH WIRELESS ERGONOMIC KEYBOARD FOR A. GONZALEZ	100-1600-600.250.000	86.77
POLICE DEPT NO 1	12/29/2023	LYNN PEAVY CO	SUPPLIES-RED 'EVIDENCE' TAPE	100-2200-600.250.000	88.54
POLICE DEPT NO 1	1/3/2024	PETCO	SUPPLIES K9 DOG FOOD	100-2200-600.250.000	126.59
POLICE DEPT NO 1	1/11/2024	DASH	SUPPLIES-GLOVES	100-2200-600.250.000	386.88
POLICE DEPT NO 1	1/11/2024	KURANDA	DOG BEDS FOR ANIMAL SHELTER	100-2400-600.250.000	1,073.36
POLICE DEPT NO 1	1/12/2024	AMAZON	1 DESK FOR ANIMAL SHELTER	100-2400-600.250.000	335.18
POLICE DEPT NO 1	1/12/2024	AMAZON	2 DESKS FOR ANIMAL SHELTER	100-2400-600.250.000	670.36
POLICE DEPT NO 2	1/7/2024	SARATOGA OAKS LODGE	HOTEL/TRAINING - MANAGEMENT COURSE	100-2100-610.910.000	924.00
POLICE DEPT NO 2	1/12/2024	ROTTEN ROBBIE	FUEL TRAINING	701-9200-600.257.000	47.70
RENE GARZA	12/27/2023	SELMA STATION, SELMA CA	FUEL	701-9200-600.257.000	56.92
RENE GARZA	1/12/2024	NAVA BROTHERS CAR WASH	DETAIL INV. TRUCK FOR ADMIN SGT.	100-2100-600.250.000	35.44
RENE GARZA	1/16/2024	AXON	ADDITIONAL BWC CLIPS FOR VESTS	100-2200-600.250.000	671.73
REYNA RIVERA	12/28/2023	CANVA	SUBSCRIPTION	100-1700-600.215.000	27.49
REYNA RIVERA	1/16/2024	WALMART	COUNCIL MEETING SUPPLIES	100-1100-600.250.000	149.68
REYNA RIVERA	1/17/2024	COLUMN PUBLIC NOTICE.COM	RFP CIVIL ENGINEERING SERVICES	100-1700-600.210.000	66.56
REYNA RIVERA	1/18/2024	COLUMN PUBLIC NOTICE.COM	2024-1 PERSONNEL ORDINANCE PH	100-1700-600.210.000	165.23
REYNA RIVERA	1/18/2024	COLUMN PUBLIC NOTICE.COM	RFP TACTICAL URBANISM ENGINEERING SERVICES	100-1700-600.210.000	58.97
RICHARD FIGUEROA	1/1/2024	WALMART	BATTERIES (DIGITAL DEVICES)	100-2200-600.250.000	16.24
RICHARD FIGUEROA	1/8/2024	ALIEN GEAR HOLSTERS	P320 COMPACT HOLSTERS	100-2200-600.257.000	523.20
RICHARD FIGUEROA	1/19/2024	CIRCLE K GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	44.43
RICHARD FIGUEROA	1/20/2024	CIRCLE K GAS STATION	FUEL (N128) - UNIT 196	701-9200-600.257.000	46.75
ROBYN LEWIS	12/21/2023	THE HOME DEPOT	POINSETTIA PLANTS FOR CARRASCO MONUMENT	100-2200-600.250.000	17.88
ROBYN LEWIS	1/10/2024	AMAZON	SUPPLIES-BOOKS FOR SUPERVISOR PER CHIEF	100-2200-600.250.000	220.15
ROBYN LEWIS	1/10/2024	AMAZON	SUPPLIES-BOOKS FOR SUPERVISOR PER CHIEF	100-2200-600.250.000	34.70
ROBYN LEWIS	1/10/2024	AMAZON	SUPPLIES-BATTERIES FOR EQUIPMENT	100-2200-600.250.000	13.91
ROBYN LEWIS	1/11/2024	AMAZON	SUPPLIES-CORD LABELS FOR BWC CORDS	100-2200-600.250.000	46.72

US BANK INVOICE FOR CALCARD CHARGES: 12/23/23-01/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ROBYN LEWIS	1/12/2024	AMAZON	BOOTS FOR CADET ISAAC	100-2200-600.250.000	42.76
ROBYN LEWIS	1/12/2024	AMAZON	SUPPLIES-LITHIUM BATTERIES FOR SCOPES	100-2200-600.250.000	36.55
ROBYN LEWIS	1/17/2024	AMAZON	OFFICE SUPPLIES	100-2200-600.250.000	12.08
ROBYN LEWIS	1/17/2024	WALMART	WATER FOR BWC TRAINING CLASSES	100-2200-600.250.000	15.26
ROBYN LEWIS	1/18/2024	AMAZON	OFFICE SUPPLIES	100-2200-600.250.000	36.88
ROBYN LEWIS	1/18/2024	SAMS CLUB	SNACK BAR - HEALTHY SNACKS	800-0000-121.000.000	201.47
ROBYN LEWIS	1/19/2024	HEAVENLY CREATIONS	CONDOLENCE CARDS	100-2200-600.250.000	72.39
RUDOLFO ALCARAZ	12/25/2023	FLORAL PLAZA GET N GO GAS	FUEL	701-9200-600.257.000	79.21
RUDOLFO ALCARAZ	12/28/2023	PETSMART	SHELTER SUPPLIES	100-2400-600.250.050	534.56
RUDOLFO ALCARAZ	12/28/2023	REVIVAL ANIMAL HEALTH	SHELTER SUPPLIES	100-2400-600.250.050	485.10
RUDOLFO ALCARAZ	12/28/2023	THE HOME DEPOT	SHELTER SUPPLIES	100-2400-600.250.050	1,090.92
RUDOLFO ALCARAZ	12/29/2023	AMAZON	SHELTER SUPPLIES	100-2400-600.250.050	177.83
RUDOLFO ALCARAZ	12/29/2023	ANIMAL CARE EQUIPMENT AND SERVICES	SHELTER SUPPLIES	100-2400-600.250.050	1,122.06
RUDOLFO ALCARAZ	12/29/2023	TRACTOR SUPPLY	SHELTER SUPPLIES	100-2400-600.250.050	340.20
RUDOLFO ALCARAZ	12/31/2023	CPCA ANNUAL TRAINING SYMPOSIUM	TRAINING FOR CHIEF	100-2300-610.915.000	825.00
RUDOLFO ALCARAZ	12/31/2023	AMAZON	SHELTER SUPPLIES	100-2400-600.250.050	120.97
RUDOLFO ALCARAZ	1/7/2024	AMAZON	SHELTER SUPPLIES	100-2400-600.250.050	8.66
RUDOLFO ALCARAZ	1/7/2024	AMAZON	SHELTER SUPPLIES	100-2400-600.250.050	41.15
RUDOLFO ALCARAZ	1/19/2024	AMAZON	SHELTER SUPPLIES	100-2400-600.250.050	19.49
RUDOLFO ALCARAZ	1/21/2024	AMAZON	SHELTER SUPPLIES	100-2400-600.250.050	81.84
TIFFANY FLORES	1/4/2024	RIDGECREEK GOLF CLUB	EXECUTIVE TEAM OFFSITE MEETING	100-1300-610.920.000	192.00
TIFFANY FLORES	1/9/2024	AMAZON	OFFICE SUPPLIES - AIR FILTER	100-1300-600.250.000	42.84
TIFFANY FLORES	1/15/2024	DROPBOX	SUBSCRIPTION	100-1300-610.900.000	19.99
TIM CANNON	12/27/2023	CPOA	MEMBERSHIP DUES	100-2200-610.900.000	150.00
TIM CANNON	1/8/2024	CHEVRON GAS STATION	FUEL/TRAINING	701-9200-600.257.000	91.00
TIM CANNON	1/11/2024	HILTON SANTA CRUZ	HOTEL/TRAINING - MANAGEMENT COURSE	100-2200-610.910.000	590.64
TIM CANNON	1/11/2024	DHALIWAL GAS	FUEL/TRAINING	701-9200-600.257.000	73.00
TIM CANNON	1/16/2024	METRO UNIFORM & ACCESSORIES	UNIFORM/EMPLOYEE REVOLVING ACCOUNT	100-0000-123.010.000	131.05
TIM CANNON	1/17/2024	SHELL OIL	FUEL	701-9200-600.257.000	40.01
					68,161.94

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

March 4, 2024

ITEM NO: 1.

SUBJECT: Consideration of a Resolution Approving and Authorizing the City Manager to Execute an Agreement with Enterprise Fleet Management

BACKGROUND: The City of Selma's current fleet age is negatively impacting the overall budget and fleet operations. Excessive costs of maintenance due to the overall age and condition of the fleet creates limitations for City staff in conducting day-to-day business. Additionally, the cost of acquiring new vehicles after the useful life of the current fleet increases annually at a high rate.

DISCUSSION: Currently, 32% of all duty vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control. Therefore, resale potential of the aged fleet is significantly reduced. Staff has met with representatives of Enterprise Fleet Management, Inc. to put together a viable and efficient plan of action to identify an effective vehicle life cycle that maximizes potential equity at time of resale, creating a conservative estimate of savings of over \$143,266 over 10 years. The proposed plan's features and benefits include:

1. A viable vehicle replacement program with a five-year replacement cycle.
2. Lowering of the average age of the fleet knowing that 32% of duty vehicles are over ten years old; two (2) vehicles predate Anti-Lock Brake Standards (2007), 13 vehicles predate Electronic Stability Control Standards (2012), 32 vehicles predate standardization of back up cameras (2018).
3. Reduction of net operating costs through significantly lower maintenance expenses and increased fuel efficiency. The average monthly vehicle maintenance cost would be reduced to \$66.45 vs. \$165.00, currently.
4. Generate more than \$72,675.00 in estimated capital from the salvage of 20 vehicles in the first years.
5. Leveraging Sourcewell contract pricing to access all fleet management services as applicable to the needs of the City and support the City's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices.

The program would be addressed through an open-end lease structure to maximize cash flow and recognize equity from vehicles sold creating an internal replacement fund. Below are highlights of this program:

- No mileage restrictions, no abnormal wear and tear, and no early termination penalties.
- The City has all rights of ownership and can equip some of the vehicles with aftermarket parts (utility bodies, tool boxes, etc.)

- Leasing would provide the opportunity to minimize the amount of large capital outlays necessary for purchasing vehicles.
- The City would establish a proactive fleet replacement plan to acquire vehicles on a more consistent basis.

The proposed plan includes the replacement of 53 vehicles through a vehicle leasing and replacement program with Enterprise over the course of the next five years. The designated vehicles will be replaced according to the following schedule:

Year	No. of Vehicles for replacement	Designation of Vehicles
2024	18	10 years old or more than 100,000 miles
2025	11	8 years old or over 93,300 miles
2026	10	6 years old or over or 86,600 miles
2027	7	4 years old or over or 79,900 miles
2028	5	Remaining Vehicles
Total	53	

With regard to the City's fleet maintenance needs, it is proposed that the new leased vehicle be maintained through a maintenance program offered by Enterprise Fleet Management, Inc. During the term of the Agreement, Enterprise would pay for, or reimburse the City for its payment of all costs and expenses incurred in connection with the maintenance or repair of the covered vehicle. Expenses, such as fuel costs, oil and fluid changes between designated service intervals, tire repair and replacement, washing and cost of repair as a result of lack of maintenance by the City between scheduled services would not be covered as part of the Agreement. Therefore, during the first year, 18 of the 53 vehicles designated for replacement would be maintained through the agreement with Enterprise. The balance of the vehicles would be maintained by the City's fleet division. In subsequent years, as vehicles get replaced through the vehicle leasing program; they would be included in the Maintenance Agreement with Enterprise. The average maintenance cost of this program for Year 1 is \$66.45 per vehicle per month. As such, the maintenance cost of Year 1 would total \$14,353. All necessary leased vehicle service and repairs would be completed by one of the many participating and authorized (by Enterprise) repair and service centers in the City of Selma and vicinity. Enterprise Fleet Maintenance Program includes a fully automated record keeping tool by supplying a robust client website which provides visibility and tracking of vehicle data, customized dashboards with easy reporting, real-time alerts, self-service features including driver changes, vehicle descriptors, mileage information and more.

Each year the replaced vehicles would be set aside as surplus equipment and liquidated. Proceeds from the sale of surplus vehicles would increase funding for the City's Vehicle Replacement and Maintenance Program.

An agreement with Enterprise Fleet Maintenance Inc., can be executed without going through the traditional bidding process by piggybacking off of the existing Fleet Management Services Contract through Sourcewell, a local government co-operative procurement organization. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, k-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public

solicitation for Fleet Management Services from which supplier was awarded a contract. The City can enter into an agreement with Enterprise pursuant to Sourcewell RFP# 030122.

FISCAL IMPACT: The total cost for Lease and Maintenance of 18 vehicles for Year 1 is \$206,199.84 (includes maintenance), of which \$136,235.10 will be funded through Measure S and the balance of \$69,964.74 would be funded through the General Fund or Streets Fund.

RECOMMENDATION: Approve the Resolution Authorizing the City Manager to Execute an Agreement and necessary amendments with Enterprise Fleet Management.

<u> /s/ </u>	<u>02/28/2024</u>
Rudy Alcaraz	Date
Police Chief	

<u> /s/ </u>	<u>02/28/2024</u>
Michael Honn	Date
Public Works Director	

<u> /s/ </u>	<u>02/28/2024</u>
Fernando Santillan	Date
City Manager	

Attachments:

1. Resolution
2. Agreements and Addendum
3. City of Selma Menu Pricing and quotes
4. Enterprise Fleet Management Synopsis

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AND AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT**

WHEREAS, the City of Selma would like to enter into a five-year Agreement for a vehicle leasing and replacement program with Enterprise Fleet Management for Fleet Services; and,

WHEREAS, it was identified that 32% of all duty vehicles are older than 10 years of age and do not contain the most up to date safety features therefore, the potential resale of the aged fleet is significantly reduced; and,

WHEREAS, the City of Selma will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and minimize operational spend; and,

WHEREAS, the City of Selma will shift from reactively replacing inoperable vehicles to proactively planning vehicle purchases and will be able to replace all of its vehicles over the course of 5 years; and,

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

1. The above recitals are true and correct;
2. The City Council hereby approves the Agreement with Enterprise Fleet Management.
3. The City Manager is authorized to execute all necessary documents.
4. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. **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 4th day of March 2024 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

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

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- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

Initials: EFM_____ Customer_____

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM _____ Customer _____

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM_____ Customer_____

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Lessee _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____
Initials: EFM _____ Lessee _____	

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM_____ Company_____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$ 7 per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Company _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$⁴⁰⁰_____ or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$⁴⁰⁰_____ ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal
 Published Annual Reports ☐ Yes ☐ No
 Income Tax Returns (3 years) ☐ Yes ☐ No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, Alton, IL 61810, EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

© 2018 Enterprise Fleet Management, Inc. H00479_EFM Government Credit Application

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer’s Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** Intentionally omitted.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Intentionally omitted.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Intentionally omitted.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Intentionally omitted.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

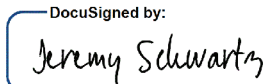
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

 C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

5/4/2022 | 9:11 AM CDT

Date: _____

Enterprise Fleet Management, Inc.

DocuSigned by:

 EFC279C1DE8D465...

By: _____

Dain Giesie

Title: Vice President

5/4/2022 | 2:58 PM CDT

Date: _____

030122-EFM

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Enterprise Fleet Management, Inc.

Does your company conduct business under any other name? If yes, please state: MO

Address: 600 Corporate Park Dr.
St. Louis, MO 63050

Contact: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

Fax: 314-274-5428

HST#: 43-1697807

Submission Details

Created On: Tuesday February 01, 2022 10:13:18

Submitted On: Tuesday March 01, 2022 16:13:51

Submitted By: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609

Submitter's IP Address: 4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Background and History</p> <p>In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.</p> <p>In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.</p> <p>In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.</p> <p>Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.</p> <p>Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <p>Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open.</p> <p>Business Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p>	*
11	What are your company's expectations in the event of an award?	<p>Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.</p> <p>It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.</p> <p>Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.</p>	*

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<ul style="list-style-type: none"> o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001 	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcwell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	<p>Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.</p> <p>Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:</p> <p>Fleet Management Director</p> <ul style="list-style-type: none"> • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. <p>Fleet Strategy Manager</p> <ul style="list-style-type: none"> • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days <p>Finance Manager</p> <ul style="list-style-type: none"> • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. <p>Account Executive</p> <ul style="list-style-type: none"> • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs <p>Area Sales Manager</p> <ul style="list-style-type: none"> • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed <p>Client Strategy Manager</p> <ul style="list-style-type: none"> • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters <p>Account Fleet Coordinator</p> <ul style="list-style-type: none"> • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	<p>As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.</p> <p>Vehicle Delivery</p> <p>Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	<p>Call Center</p> <p>Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.</p> <p>Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.</p> <p>The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.</p> <p>Supplier Network</p> <p>Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.</p> <p>Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.</p> <p>We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service Quality index (SQi) is an industry leading metric that is core to Enterprise values.</p> <p>Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Customer Service Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <ul style="list-style-type: none"> • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcwell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: <ul style="list-style-type: none"> • A marketing banner on the Sourcwell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. <p>Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.</p>
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcwell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. <p>This will be customized to Sourcwell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.</p> <p>Customer Website – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle <p>Annual Client Review – Identify and lower costs</p> <ul style="list-style-type: none"> • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs <p>Fleet Planning Toolkit – The right vehicles at the right cost</p> <ul style="list-style-type: none"> • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles <p>Auto Integrate – Minimize downtime</p> <ul style="list-style-type: none"> • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise <p>Mobile App – Convenience for drivers</p> <ul style="list-style-type: none"> • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:</p> <p>Vehicle Cycling/Fleet Optimization</p> <p>Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.</p> <p>Carbon Reporting and Offsets</p> <p>Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.</p> <p>Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.</p> <p>Good Faith Plan</p> <p>Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc. 	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors. 	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: <ul style="list-style-type: none"> • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: <ul style="list-style-type: none"> • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: <ul style="list-style-type: none"> • Safety: Breakthrough accident detection, safer driving behavior, in- 	

vehicle driver coaching

- Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs
- Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- Compliance: Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- Sourcewell can set up and send automatic service reminders through Enterprise's website

Maintenance Management

With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.

Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQI feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:</p> <ul style="list-style-type: none"> • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. <p>Open-Ended Lease</p> <p>Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:</p> <ul style="list-style-type: none"> • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights <p>In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.</p> <p>The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.</p> <p>Lease Terms</p> <p>Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.</p>

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond.</p> <p>Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment.</p> <p>Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.</p> <p>We have uploaded our pricing materials as instructed.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcwell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Item	Category	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1

INDEMNITY AGREEMENT

This Agreement is entered into as of the ____ day of February, 2024, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Selma.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Selma from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Selma may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Selma and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Selma have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Selma

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____



City of Selma
Menu Pricing

Lease Cost Year 1	\$197,422.44
Maint Cost Year 1	\$9,504.00
Total Year 1 Cost	\$206,926.44
Total Annual One Time Aftermarket Cost	\$88,622.50

Update notes here:
*Lease rates are based upon factory order pricing and miles per year
**Maintenance includes one set of brakes and no tires
Pricing does not include any applicable taxes
Pricing does not include expected return on equity at end of lease

Equity Lease Menu Pricing

Quote #	Vehicle Type	Year	Make	Model	Trim Level	Engine	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance**	Annual Cost Including Maintenance	Lease Cost Year 1	Maint Cost Year 1	Cost of Aftermarket (capped)	One time Aftermarket Cost (By Quantity)	Year 1 Qty	Year 2 Qty	Year 3 Qty	Year 4 Qty	Year 5 Qty	Total # of Vehicles	# vehicles removed	
7784276	Mid Size SUV	2024	Nissan	Pathfinder	S 4dr Front-Wheel Drive	3.5L V6	6	60	10000	\$655.31	61	\$ 8,599.92	\$ 47,182.32	\$ 4,417.20	\$ 135.36		6	0	0	0	0	6	0	
7784209	1/2 Ton Cargo Van	2024	Ram	Promaster 1500	Low Roof Cargo Van 118 in. WB	3.6L V6	1	60	10000	\$917.99	60	\$ 11,730.48	\$ 11,015.88	\$ 714.60	\$ -	\$ -	1	0	0	0	0	1	0	
7784218	1/2 Ton Pickup Crew 4x2	2024	Ram	1500	Tradesman 4x2 Crew Cab 153.5 in. WB	5.7L V8	1	60	10000	\$926.72	55	\$ 11,777.04	\$ 11,120.64	\$ 656.40	\$ 3,053.26	\$ -	1	0	0	0	0	1	0	
7801762	3/4 Ton Pickup Reg 4x2	2024	Ram	2500	Tradesman 4x2 Crew Cab 8 ft. box 169 in. WB	6.4L Gas V8	5	60	15000	\$1,013.23	62	\$ 12,901.92	\$ 60,793.80	\$ 3,715.80	\$ 14,449.00	\$ 36,122.50	5	0	0	0	0	5	0	
7767603	Full size SUV	2024	Ram	Durango	Pursuit 4dr All-Wheel Drive	3.6L V6	5	60	15000	\$1,121.83		\$ 13,461.96	\$ 67,309.80	\$ -	\$ 21,000.00	\$ 52,500.00	5	0	0	0	0	5	0	
																	0	0	0	0	0	0	0	
																	0	0	0	0	0	0	0	
																	0	0	0	0	0	0	0	
																	0	0	0	0	0	0	0	
																		18	0	0	0	0	18	0

*Lease rates are based upon factory order pricing and miles per year
**Maintenance includes one set of brakes and no tires
Pricing does not include any applicable taxes
Pricing does not include expected return on equity at end of lease

ESTIMATE
CLOV-102662

Payment Terms: Net 15

Created Date: 2/6/2024

DESCRIPTION: City Of Selma Pathfinders

Bill To: Enterprise Fleet Management
150 N. Sunrise Ave Dept. 2D
Roseville, CA 95661
US

Pickup At: FASTSIGNS
1541 Railroad Ave
Clovis, CA 93612
US

Requested By: Gerry Kramer
Email: Gerry.Kramer@efleets.com
Work Phone: (314) 274-4616
Tax ID: SRYAS101-64495500003

Salesperson: Autumn Smith
Work Phone: (559) 765-4513
Entered By: Autumn Smith

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Vehicle Graphics Avery Vehicle Graphics with Gloss Cast Laminate (2 decals per vehicle) Client: City of Selma- 1710 Tucker St Selma CA 93662 2024 Nissan Pathfinder S 4dr FWD * Includes install at Fastsigns Clovis	6	\$135.36	\$812.13
1.1.1	Vinyl - Cast Print Premium -			
1.1.2	Laminates - UV Cast (premium) -			
1.2	Installation -			

Thank you for allowing FASTSIGNS to bid on your project.
Due to material shortages and pricing increases we will do our best to hold
your quote valid when possible. If you have any questions, please don't hesitate
to call us.

Subtotal:	\$812.13
Taxes:	\$0.00
Grand Total:	\$812.13

TERMS: 50% Deposit Required Prior To Starting Any Production. Remainder Is
Due Upon Completion.

This FASTSIGNS is locally owned and operated, with two locations (Fresno & Clovis). Thank you for your business!

Signature: _____ **Date:** _____



Sales Quote

Page: 1

661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 45607
Document Date: 2/23/2024
Terms: Net 30
Payment Method:

Sell Enterprise Fleet Management
To: 2281 Ball Drive
Saint Louis, MO 63146
USA
Phone: 916-297-7400

Ship Selma Police Department
To: Rudy Alcaraz
1935 E Front Street
Selma, CA 93662
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 13335
SalesPerson Kim Buckmann

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	2023 Dodge Durango Patrol Vehicle				
	Front End Equipment				
BK2019DUR21	Setina PB450L Lighted Push Bumper ION TRIO R/B/W 21-24 Durango	Setina	1	895.20	895.20
SA315P	Whelen Siren Speaker 100W	Whelen	1	199.99	199.99
SAK1	Whelen Speaker Bracket Universal	Whelen	1	33.15	33.15
DR0004	Patrol Power, Gen1 Durango Harness Underhood Wire/Program OEM Headlight Flasher	Patrol Power	1	798.40	798.40
I	Installation Charges	Labor Items	6.5	125.00	812.50
	Labor to install front end equipment.				
	Side Equipment				
MBDD19	Whelen ION Mirror-Beam Housings- Pair Durango 2018-23	Whelen	1	315.25	315.25
MBI2D	Whelen Mirror-Beam ION Duo- Red/White	Whelen	1	20.15	20.15
MBI2E	Whelen, Mirror-Beam ION Duo - Blue/White	Whelen	1	20.15	20.15
I	Installation Charges	Labor Items	3.75	125.00	468.75
	Labor to install side equipment.				
	Roof Equipment				
EB8DEDE-LEHR	Whelen, 48" Legacy Duo WeCanX LED Lightbar	Whelen	1	2,265.00	2,265.00
STPKT85	Whelen, Strap Kit Durango	Whelen	1		
QWB152	152-162MHz 1/4 Wave NMO Mobile Antenna - Black	Misc Radio Parts	1	16.50	16.50



Sales Quote

Page: 2

661 Garcia Avenue Pittsburg, CA 94565
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To: 2281 Ball Drive
Saint Louis, MO 63146
USA
Phone: 916-297-7400

Ship Selma Police Department
To: Rudy Alcaraz
1935 E Front Street
Selma, CA 93662
Phone:

Ship Via Installation at Lehr Customer ID 13335
Tax Ident. Type Legal Entity SalesPerson Kim Buckmann

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
QWB450	450-470 MHz 1/4 Wave NMO Mobile Antenna - Black	Misc Radio Parts	1	15.50	15.50
MB8U	3/4" Thru-Hole NMO Mount W/17' RG-58/U Cable, No Connector	Misc Radio Parts	2	18.50	37.00
I	Installation Charges Labor to install roof equipment.	Labor Items	3.25	125.00	406.25
	Drivers Compartment Equipment				
CC-21DUR-0810	Troy Products 18" Console, 8" Slope/10" Level, Durango 21-23	Troy Products	1	563.25	563.25
AC-INBHG	Troy Products Internal Dual Beverage Holder	Troy Products	1	48.00	48.00
AC-SIDEARM-6	Troy Products 6" Side Mount Arm Rest Rear Mounted	Troy Products	1	87.00	87.00
FP-WCENCOM-JD	Troy Products 4" Face Plate, Fits Whelen Control/Cencom (Sapphire, Carbide)	Troy Products	1		
FP-AP12-3	Troy Products 2" Face Plate w/3 DC Outlet Cutouts	Troy Products	1		
L3-AP1SET	Troy Products 12v DC Power Outlet w/Cap	Troy Products	2	11.25	22.50
1016B-BSS	Blue Sea System 10/24V Dual USB 2.1A Charger	Blue Sea Systems	1	25.37	25.37
C-MD-119	Havis, 11" Slide Out Locking Swing Arm w/ Low Profile Motion Device Adapter	Havis	1	275.25	275.25
C-HDM-204	Havis HD Telescoping Pole, Side Mount, Short Handle	Havis	1	172.50	172.50
GK11191B1S	Setina Dual T-Rail Gun Mount 1 Blac-Rac Lock/1 Shotgun Lock #2 Key	Setina	1	767.20	767.20
60CREGCS	Whelen 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	Whelen	1	163.80	163.80
IPM-111	Mag Mic, Insulated KIT	Magnetic Mic	3	39.90	119.70
AC-MCM	Troy Products Mic Bracket Only Customer Supplied: (2)Remote Mount Kenwood Radios(1-VHF, 1-UHF) (1)Havis Docking Station w/power supply	Troy Products	2	9.80	19.60



Sales Quote

Page: 3

661 Garcia Avenue Pittsburg, CA 94565
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Quote Number: 45607
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Terms: Net 30
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Selma, CA 93662
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 13335
SalesPerson Kim Buckmann

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
I	Installation Charges Labor to install drivers compartment equipment.	Labor Items	16.5	125.00	2,062.50
	Prisoner Compartment Equipment				
PK0369DUR11	Setina, #8Vs Rp Coated Partition	Setina	1	759.20	759.20
QK0635DUR11	Setina Replacement Seat w/Center Pull Belts and 12VS Rear Partiton Durango 2011-24	Setina	1	1,271.20	1,271.20
WK0514DUR11	Setina Window Barrier Steel Vertical, Fits 2011-24 Durango	Setina	1	263.20	263.20
I	Installation Charges Labor to install prisoner compartment equipment.	Labor Items	6.5	125.00	812.50
	Back End Equipment				
TK0233DUR11	Setina Cargo Box DSK-Drawer/Sld/Key BSN-Base/Sld/No Lock	Setina	1	1,439.20	1,439.20
TPA9289	Setina Cargo Box Radio Tray	Setina	1	311.99	311.99
I2J	Whelen ION Duo Series Linear Red/Blue Blk Housing Rear Window Lights	Whelen	2	128.85	257.70
I2J	Whelen ION Duo Series Linear Red/Blue Blk Housing Bottom Hatch Lights	Whelen	2	128.85	257.70
60CREGCS	Whelen 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	Whelen	1	163.80	163.80
C399	Whelen Cencom Core WCX Remote Siren & Control Center	Whelen	1	1,079.00	1,079.00
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	Whelen	1		
C399K3	Whelen, OBDII Cable Canport Kit Dodge	Whelen	1		
CEM16	Whelen Core WCX 16 Output Expansion Module Wire/Program OEM Taillight Flasher	Whelen	1	185.90	185.90



Sales Quote

Page: 4

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1935 E Front Street
Selma, CA 93662
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 13335
SalesPerson Kim Buckmann

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	Customer Supplied: (1)Axon Signal Box				
INSTALL	Install Materials	Service Items	1	225.00	225.00
I	Installation Charges	Labor Items	15.75	125.00	1,968.75
	Labor to install back end equipment.				
F	Shipping Charges	Service Items	1	275.00	275.00

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
0

Amount Exempt from Sales Tax
19,900.60

Subtotal: 19,900.60
Total Sales Tax: 0

Total: 19,900.60

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Prepared For: City of Selma				Date 02/22/2024	
				AE/AM GXC	
Unit #					
Year		2024	Make Dodge		Model Durango
Series		Pursuit 4dr All-Wheel Drive			
Vehicle Order Type	Ordered	Term 60	State CA	Customer# 575836	
\$ 62,681.00		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>CA</u>		
\$ 924.85		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 550.00		Other: (See Page 2)			
\$ 10,500.00		*	Capitalized Price Reduction		
\$ 889.88		*	Tax on Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 52,731.00		Total Capitalized Amount (Delivered Price)			
\$ 878.81		Depreciation Reserve @ <u>1.6666%</u>			
\$ 243.02		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,121.83		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 95.08		Sales Tax <u>8.4750%</u>		State <u>CA</u>	
\$ 1,216.91		Total Monthly Rental Including Additional Services			
\$ 2.40		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Alcaraz, Rudy

Exterior Color (0 P) DB Black Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse

Lic. Plate Type Unknown

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information	
Driver Name	Alcaraz, Rudy
Exterior Color	(0 P) DB Black Clearcoat
Interior Color	(0 I) Black w/Cloth Bucket Seats w/Shift Inse
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Selma

BY	TITLE	DATE
----	-------	------

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
ERV Console	C	\$ 21,000.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 21,000.00
Aftermarket Equipment Total		\$ 21,000.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 165.00
Pricing Plan Delivery Charge	B	\$ 225.00
Courtesy Delivery Fee	C	\$ 550.00
Total Other Charges Billed		\$ 390.00
Total Other Charges Capitalized		\$ 550.00
Other Charges Total		\$ 940.00

VEHICLE INFORMATION:

2024 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$42,881	\$43,075.00
Total Options	\$1,205.00	\$1,340.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$45,681.00	\$46,010.00

SELECTED COLOR:

Exterior: PXJ-(0 P) DB Black Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
APA	Monotone Paint Application	STD	STD
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
CW6	Deactivate Rear Doors/Windows	\$81.00	\$90.00
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
LNA	Black Right LED Spot Lamp	\$549.00	\$610.00
LNF	Black Left LED Spot Lamp	\$575.00	\$640.00
NAS	50 State Emissions	NC	NC
PXJ_02	(0 P) DB Black Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_01	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Selma				Date 02/23/2024	
				AE/AM GXC	
Unit #					
Year	2024	Make	Dodge	Model	Durango
Series Pursuit 4dr All-Wheel Drive					
Vehicle Order Type	Ordered	Term	60	State	CA Customer# 575836
\$ 61,581.60		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax 0.0000% State CA		
\$ 910.56		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 550.00		Other: (See Page 2)			
\$ 9,950.30		*	Capitalized Price Reduction		
\$ 843.29		*	Tax on Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 52,181.30		Total Capitalized Amount (Delivered Price)			
\$ 869.65		Depreciation Reserve @ 1.6666%			
\$ 240.07		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,109.72		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
		Liability Limit \$0.00			
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0		OverMileage Charge	\$ 0.00 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0		# Tires 0	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 94.05		Sales Tax 8.4750%		State CA	
\$ 1,203.77		Total Monthly Rental Including Additional Services			
\$ 2.30		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 15,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Selma

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Lehr - Quote: 45607	C	\$ 0.00
Push Bumper - Lehr - Quote: 45607	C	\$ 0.00
Prisoner Transport - Lehr - Quote: 45607	C	\$ 19,900.60
Cell Phone Antenna/Booster - Lehr - Quote: 45607	C	\$ 0.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 19,900.60
Aftermarket Equipment Total		\$ 19,900.60

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 165.00
Pricing Plan Delivery Charge	B	\$ 225.00
Courtesy Delivery Fee	C	\$ 550.00
Total Other Charges Billed		\$ 390.00
Total Other Charges Capitalized		\$ 550.00
Other Charges Total		\$ 940.00

VEHICLE INFORMATION:

2024 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$42,881	\$43,075.00
Total Options	\$1,205.00	\$1,340.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$45,681.00	\$46,010.00

SELECTED COLOR:

Exterior: PXJ-(0 P) DB Black Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
APA	Monotone Paint Application	STD	STD
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
CW6	Deactivate Rear Doors/Windows	\$81.00	\$90.00
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
LNA	Black Right LED Spot Lamp	\$549.00	\$610.00
LNF	Black Left LED Spot Lamp	\$575.00	\$640.00
NAS	50 State Emissions	NC	NC
PXJ_02	(0 P) DB Black Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_01	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Selma				Date 02/22/2024	
				AE/AM GXC	
Unit #					
Year	2024	Make	RAM	Model	ProMaster 1500
Series	Low Roof Cargo Van 118 in. WB				
Vehicle Order Type	Ordered	Term	60	State	CA Customer# 575836
\$ 46,202.00	Capitalized Price of Vehicle ¹				
\$ 0.00	*	Sales Tax <u>0.0000%</u> State <u>CA</u>			
\$ 658.63	*	Initial License Fee			
\$ 0.00	Registration Fee				
\$ 300.00	Other: (See Page 2)				
\$ 0.00	Capitalized Price Reduction				
\$ 0.00	Tax on Capitalized Price Reduction				
\$ 0.00	Gain Applied From Prior Unit				
\$ 0.00	*	Tax on Gain On Prior			
\$ 0.00	*	Security Deposit			
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
<hr/>					
\$ 46,502.00	Total Capitalized Amount (Delivered Price)				
\$ 697.53	Depreciation Reserve @ <u>1.5000%</u>				
\$ 220.46	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
<hr/>					
\$ 917.99	Total Monthly Rental Excluding Additional Services				
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00	Commercial Automobile Liability Enrollment				
	Liability Limit <u>\$0.00</u>				
\$ 0.00	Physical Damage Management		Comp/Coll Deductible		<u>0 / 0</u>
\$ 59.55	Full Maintenance Program ³ Contract Miles <u>50,000</u>		OverMileage Charge		<u>\$ 0.0400</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>		Loaner Vehicle Not Included
<hr/>					
\$ 59.55	Additional Services SubTotal				
\$ 77.80	Sales Tax <u>8.4750%</u>		State <u>CA</u>		
<hr/>					
\$ 1,055.34	Total Monthly Rental Including Additional Services				
\$ 4,650.20	Reduced Book Value at <u>60</u> Months				
\$ 400.00	Service Charge Due at Lease Termination				

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Bright White Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats or Vinyl Buc

Lic. Plate Type Unknown

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Bright White Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats or Vinyl Buc

Lic. Plate Type Unknown

GVWR 0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Selma		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 165.00
Pricing Plan Delivery Charge	B	\$ 225.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 390.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 690.00

VEHICLE INFORMATION:

2024 RAM ProMaster 1500 Low Roof Cargo Van 118 in. WB - US

Series ID: VF1L11

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$43,005	\$44,960.00
Total Options	\$1,202.00	\$1,335.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$46,202.00	\$48,290.00

SELECTED COLOR:

Exterior: PW7-(0 P) Bright White Clearcoat
 Interior: X9-(0 I) Black w/Cloth Bucket Seats or Vinyl Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
22B	Quick Order Package 22B Tradesman w/Pass Seat	NC	NC
A7	Cloth Bucket Seats	STD	STD
APA	Monotone Paint Application	STD	STD
CDY	Passenger Bucket Seat	Included	Included
DFH	Transmission: 9-Speed 948TE Automatic	STD	STD
ERF	Engine: 3.6L V6 24V VVT	STD	STD
JWA	4-Way Manual Adjust Front Passenger Seat	Included	Included
MDA	Front License Plate Bracket	NC	NC
NAS	50 State Emissions	NC	NC
PW7_01	(0 P) Bright White Clearcoat	NC	NC
SDA	Light Duty Suspension	STD	STD
STDAX	4.08 Axle Ratio	STD	STD
STDGV	GVWR: 8,550 lbs	STD	STD
TBB	Full Size Spare Tire	\$266.00	\$295.00
TBN	Underslung Tire Carrier	Included	Included
TWA	Tires: LT225/75R16E BSW All Season	STD	STD
UBC	Radio: Uconnect 5 w/7" Display	STD	STD
WCS	Wheels: 16" x 6.0" Steel	STD	STD
WMN	Wheel Center Cap	Included	Included
X9_01	(0 I) Black w/Cloth Bucket Seats or Vinyl Bucket Seats	NC	NC
XFH	Class IV Receiver Hitch	\$446.00	\$495.00
XJ1	Cargo Partition w/Sliding Window	\$490.00	\$545.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
: class IV trailering with hitch
Fender Flares: grey fender flares
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual telescoping
Front Cupholder: front cupholder
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: 4G LTE Wi-Fi Hot Spot internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer

Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: immobilizer
Electronic Stability: Crosswind Assist electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 2
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Leather Upholstery: cloth front seat upholstery
Headliner Material: front cloth headliner
Floor Covering: front vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Cargo Light: cargo light
Cargo Partition: cargo partition
Air Compressor: tire mobility kit

Standard Engine:

Engine 276-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Prepared For: City of Selma				Date 02/22/2024	
				AE/AM GXC	
Unit #					
Year	2024	Make	RAM	Model	1500
Series	Tradesman 4x2 Crew Cab 153.5 in. WB				
Vehicle Order Type	Ordered	Term	60	State	CA Customer# 575836
\$ 46,695.26		Capitalized Price of Vehicle ¹			
\$ 0.00	*	Sales Tax <u>0.0000%</u> State <u>CA</u>			
\$ 697.54	*	Initial License Fee			
\$ 0.00	Registration Fee				
\$ 250.00	Other: (See Page 2)				
\$ 0.00	Capitalized Price Reduction				
\$ 0.00	Tax on Capitalized Price Reduction				
\$ 0.00	Gain Applied From Prior Unit				
\$ 0.00	*	Tax on Gain On Prior			
\$ 0.00	*	Security Deposit			
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 46,945.26		Total Capitalized Amount (Delivered Price)			
\$ 704.18		Depreciation Reserve @ <u>1.5000%</u>			
\$ 222.54		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 926.72		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 54.70		Full Maintenance Program ³ Contract Miles <u>40,000</u>		OverMileage Charge	<u>\$ 0.0400</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 54.70		Additional Services SubTotal			
\$ 78.54		Sales Tax <u>8.4750%</u>		State <u>CA</u>	
\$ 1,059.96		Total Monthly Rental Including Additional Services			
\$ 4,694.46		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Honn, Michael

Exterior Color (0 P) Bright White Clearcoat

Interior Color (0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40

Lic. Plate Type Unknown

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Honn, Michael
Exterior Color	(0 P) Bright White Clearcoat
Interior Color	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 8,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Selma

BY TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Utility Lights - Q#23680 (AME Quote: 23680)	B	\$ 0.00
Lettering - 102663 (AME Quote: 102663)	C	\$ 158.28
Tool Box - Q#23680 (AME Quote: 23680)	C	\$ 2,894.98
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 3,053.26
Aftermarket Equipment Total		\$ 3,053.26

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 165.00
Pricing Plan Delivery Charge	B	\$ 225.00
Courtesy Delivery Fee	C	\$ 250.00
Total Other Charges Billed		\$ 390.00
Total Other Charges Capitalized		\$ 250.00
Other Charges Total		\$ 640.00

VEHICLE INFORMATION:

2024 RAM 1500 Tradesman 4x2 Crew Cab 153.5 in. WB - US

Series ID: DT1L91

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$43,738	\$45,465.00
Total Options	\$409.00	\$445.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$46,142.00	\$47,905.00

SELECTED COLOR:

Exterior: PW7-(0 P) Bright White Clearcoat

Interior: X8-(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
26A	Quick Order Package 26A Tradesman	NC	NC
APA	Monotone Paint	STD	STD
DFV	Transmission: 8-Speed Automatic (8HP75) (DFV)	NC	NC
DMC	3.21 Rear Axle Ratio	STD	STD
EZL	Engine: 5.7L V8 HEMI MDS VVT eTorque	STD	STD
JLW	Active Noise Control System	Included	Included
MDA	Front License Plate Bracket	NC	NC
MW5	HEMI Badge	Included	Included
NAS	50 State Emissions	NC	NC
NEM	Passive Tuned Mass Damper	Included	Included
NMC	Heavy Duty Engine Cooling	Included	Included
PW7_01	(0 P) Bright White Clearcoat	NC	NC
TUM	Tires: 275/65R18 BSW All Season LRR	STD	STD
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UAA	Radio: Uconnect 3 w/5" Display	STD	STD
WBF	Wheels: 18" x 7.5" Steel Painted	STD	STD
X8_02	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat	NC	NC
XBZ	48V Belt Starter Generator	Included	Included
XFH	Class IV Receiver Hitch	\$409.00	\$445.00
Z1C	GVWR: 6,900 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: RAM Connect emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer

Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Deluxe Sound Insulation: deluxe sound insulation

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 395-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: City of Selma				Date 02/22/2024	
				AE/AM GXC	
Unit #					
Year		2024	Make Nissan		Model Pathfinder
Series		S 4dr Front-Wheel Drive			
Vehicle Order Type	Ordered	Term 60	State CA	Customer# 575836	
\$ 33,156.36		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>CA</u>		
\$ 513.73		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 0.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Tax on Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 33,156.36		Total Capitalized Amount (Delivered Price)			
\$ 497.35		Depreciation Reserve @ <u>1.5000%</u>			
\$ 157.96		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 655.31		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 61.35		Full Maintenance Program ³ Contract Miles <u>50,000</u>		OverMileage Charge	<u>\$ 0.0400</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 61.35		Additional Services SubTotal			
\$ 55.54		Sales Tax <u>8.4750%</u>		State <u>CA</u>	
\$ 772.20		Total Monthly Rental Including Additional Services			
\$ 3,315.36		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Alcaraz, Rudy

Exterior Color (0 P) Glacier White

Interior Color (0 I) Charcoal w/Cloth Seating Surfaces

Lic. Plate Type Unknown

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Alcaraz, Rudy

Exterior Color

(0 P) Glacier White

Interior Color

(0 I) Charcoal w/Cloth Seating Surfaces

Lic. Plate Type

Unknown

GVWR

0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Selma

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lettering - 102662 with install (AME Quote: 102662)	C	\$ 135.36
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 135.36
Aftermarket Equipment Total		\$ 135.36

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 165.00
Pricing Plan Delivery Charge	B	\$ 225.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 390.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 390.00

VEHICLE INFORMATION:

2024 Nissan Pathfinder S 4dr Front-Wheel Drive - US
Series ID: 25114

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$33,531	\$36,080.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,390.00	\$1,390.00
Total Price	\$34,921.00	\$37,470.00

SELECTED COLOR:

Exterior: QAK-(0 P) Glacier White
Interior: G-(0 I) Charcoal w/Cloth Seating Surfaces

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
C03	50 State Emissions	NC	NC
G_03	(0 I) Charcoal w/Cloth Seating Surfaces	NC	NC
PAINT	Monotone Paint Application	STD	STD
QAK_01	(0 P) Glacier White	NC	NC
STDAX	Axle Ratio: 4.334	STD	STD
STDEN	Engine: 3.5L V6 DOHC	STD	STD
STDGV	GVWR: 5,900 lbs (2,676 kgs)	STD	STD
STDRD	Radio: AM/FM Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seating Surfaces	STD	STD
STDTN	Transmission: 9-Speed Automatic	STD	STD
STDTR	Tires: 255/60R18 All-Season	STD	STD
STDWL	Wheels: 18" x 8J Painted Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Bumper Insert: black front bumper insert
Rear Bumper Insert: black rear bumper insert
Body Material: galvanized steel/aluminum body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Key proximity key
Valet Key: valet function
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid and fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front and rear seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system Vehicle Security System (VSS)
Panic Alarm: panic alarm
Electronic Stability: Vehicle Dynamic Control (VDC) electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 3 manual adjustable third row head restraints
First Aid Kit: first aid kit

Seats And Trim:

Seating Capacity max. seating capacity of 8
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 EZ Flex split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
3rd Row Seat Type: fixed third row manual 60-40 bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 284-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD and auto-manual

Prepared For: City of Selma				Date 02/22/2024	
				AE/AM GXC	
Unit #					
Year	2024	Make	RAM	Model	2500
Series	Tradesman 4x2 Crew Cab 8 ft. box 169 in. WB				
Vehicle Order Type	Ordered	Term	60	State	CA Customer# 575836
\$ 58,047.00	Capitalized Price of Vehicle ¹				
\$ 0.00	*	Sales Tax <u>0.0000%</u> State <u>CA</u>			
\$ 903.61	*	Initial License Fee			
\$ 0.00	Registration Fee				
\$ 150.00	Other: (See Page 2)				
\$ 7,224.50	*	Capitalized Price Reduction			
\$ 612.28	*	Tax on Capitalized Price Reduction			
\$ 0.00	Gain Applied From Prior Unit				
\$ 0.00	*	Tax on Gain On Prior			
\$ 0.00	*	Security Deposit			
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
<hr/>					
\$ 50,972.50	Total Capitalized Amount (Delivered Price)				
\$ 764.59	Depreciation Reserve @ <u>1.5000%</u>				
\$ 248.64	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
<hr/>					
\$ 1,013.23	Total Monthly Rental Excluding Additional Services				
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00	Commercial Automobile Liability Enrollment				
	Liability Limit <u>\$0.00</u>				
\$ 0.00	Physical Damage Management		Comp/Coll Deductible		<u>0 / 0</u>
\$ 61.93	Full Maintenance Program ³ Contract Miles <u>50,000</u>		OverMileage Charge		<u>\$ 0.0400</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>		Loaner Vehicle Not Included
<hr/>					
\$ 61.93	Additional Services SubTotal				
\$ 85.87	Sales Tax <u>8.4750%</u>		State <u>CA</u>		
<hr/>					
\$ 1,161.03	Total Monthly Rental Including Additional Services				
\$ 5,097.10	Reduced Book Value at <u>60</u> Months				
\$ 400.00	Service Charge Due at Lease Termination				

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Honn, Michael

Exterior Color (0 P) Bright White Clearcoat

Interior Color (0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40

Lic. Plate Type Unknown

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information	
Driver Name	Honn, Michael
Exterior Color	(0 P) Bright White Clearcoat
Interior Color	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Selma		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Utility Lights - Royal Quote - 0478045	B	\$ 0.00
Material/Pipe Rack - Royal Quote - 0478045	B	\$ 0.00
Receiver Hitch - Royal Quote - 0478045	B	\$ 0.00
Service/Utility - Royal Quote - 0478045	C	\$ 14,449.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 14,449.00
Aftermarket Equipment Total		\$ 14,449.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 165.00
Pricing Plan Delivery Charge	B	\$ 225.00
Courtesy Delivery Fee	C	\$ 150.00
Total Other Charges Billed		\$ 390.00
Total Other Charges Capitalized		\$ 150.00
Other Charges Total		\$ 540.00

VEHICLE INFORMATION:

2024 RAM 2500 Tradesman 4x2 Crew Cab 8 ft. box 169 in. WB - US

Series ID: DJ2L92

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,699	\$51,560.00
Total Options	\$-96.00	\$-105.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$50,598.00	\$53,450.00

SELECTED COLOR:

Exterior:

PW7-(0 P) Bright White Clearcoat

Interior:

X8-(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2GA	Quick Order Package 2GA Tradesman	NC	NC
APA	Monotone Paint	STD	STD
BC3	Dash Pass Thru Wire Circuits	Included	Included
CBE	40/20/40 Split Bench Seat	Included	Included
CDP	4 Way Front Headrests	Included	Included
CDR	Front Armrest w/Cupholders	Included	Included
CFM	Rear Folding Seat	Included	Included
CKE	Carpet Floor Covering	\$139.00	\$150.00
CLE	Front & Rear Floor Mats	Included	Included
CSJ	2 Way Rear Headrest Seat	Included	Included
CUY	Storage Tray	Included	Included
DFX	Transmission: 8-Speed Auto (8HP75-LCV)	STD	STD
DME	3.73 Axle Ratio	STD	STD
ESB	Engine: 6.4L V8 Heavy Duty HEMI MDS	STD	STD
JVA	Manual Adjust 4-Way Driver Seat	Included	Included
JWA	Manual Adjust 4-Way Front Passenger Seat	Included	Included
LB6	Bulb Out Detection Defeat for LED	Included	Included
LHL	I/P Mounted Auxiliary Switches	\$133.00	\$145.00
NAS	50 State Emissions	NC	NC
PW7_01	(0 P) Bright White Clearcoat	NC	NC
TBF	Delete Spare Tire	Included	Included
TCN	Tires: LT275/70R18E BSW AS	Included	Included
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UAA	Radio: Uconnect 3 w/5" Display	STD	STD
WBN	Wheels: 18" x 8.0" Steel	Included	Included
WKN	18" Steel Spare Wheel	Included	Included
WMJ	Center Hub	Included	Included
X8_01	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat	NC	NC
XBC	Delete Pickup Box	\$-368.00	\$-400.00
Z2D	GVWR: 10,000 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Body Material: galvanized steel/aluminum body material
: class V trailering with harness, hitch
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Passive Entry: Keyless Go proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SiriusXM Guardian emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 410-hp, 6.4-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Created Date: 2/6/2024

DESCRIPTION: City Of Selma Ram 1500

Bill To: Enterprise Fleet Management
150 N. Sunrise Ave Dept. 2D
Roseville, CA 95661
US

Pickup At: FASTSIGNS
1541 Railroad Ave
Clovis, CA 93612
US

Requested By: Gerry Kramer
Email: Gerry.Kramer@efleets.com
Work Phone: (314) 274-4616
Tax ID: SRYAS101-64495500003

Salesperson: Autumn Smith
Work Phone: (559) 765-4513
Entered By: Autumn Smith

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Vehicle Graphics Avery Vehicle Graphics with Gloss Cast Laminate Client: City of Selma- 1710 Tucker St Selma CA 93662 2024 RAM 1500 Tradesman 4x2 Crew Cab 153.5"WB	1	\$158.28	\$158.28
1.1.1	Vinyl - Cast Print Premium -			
1.1.2	Laminates - UV Cast (premium) -			
1.2	Installation -			

Thank you for allowing FASTSIGNS to bid on your project.
Due to material shortages and pricing increases we will do our best to hold
your quote valid when possible. If you have any questions, please don't hesitate
to call us.

Subtotal:	\$158.28
Taxes:	\$0.00
Grand Total:	\$158.28

TERMS: 50% Deposit Required Prior To Starting Any Production. Remainder Is
Due Upon Completion.

This FASTSIGNS is locally owned and operated, with two locations (Fresno & Clovis). Thank you for your business!

Signature: _____ **Date:** _____



Line-X of Clovis

885 Clovis Ave
Clovis, CA 93612
(559) 323-5578
www.linexofclovis.com
BAR#ARD00283250

Bill To: Enterprise Fleet Management
Enterprise Fleet Management
2281 Ball Drive
St. Louis, MO 63146
(800) 325-8838

Order Status: Open

Item Name	Item Description	Order	Sold	Price	Tax
WEA127-0-03	SADDLE BOX ALUMINUM FULLSIZE	1	0	\$1,169.99	T
Labor	Install Toolbox	1	0	\$125.00	
WOL7900-A	Warning Light; Lookout ®; 48 Inch Length x 12 Inch Width x 4 Inch Height; Full Bar; Permanent Mount; 88 LEDs/ 22 GEN 3 TIR Modules; Amber Bulbs/ Clear Lens; 15 Warning Patterns/ 3 Amber Traffic Advisory Patterns/ 3 Takedown Light Patterns/ 3 Alley Light Patterns; 12 Volt; With Low Profile Light Bar/ 12 Foot Cable/ Illuminated Control Panel/ Stainless Steel Mounting Straps	1	0	\$1,099.99	T
Labor	Install Directional Bar	4	0	\$125.00	
Total Qty Ordered: 7		7	0	7	

Percent Unfilled: 100

INSTRUCTIONS: Gerry Kramer
City of Selma

Subtotal: \$2,894.98
Exempt 0 % Tax: + \$0.00
TOTAL: \$2,894.98
Deposit Balance: \$0.00
Balance Due: \$2,894.98

Thank you for your order!



ROYAL TRUCK BODY

24200 S. MAIN STREET
CARSON, CA 90745
PHONE: 562-633-9951
FAX: 866-346-6103

QUOTATION			0478045
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
2/13/2024	DLR-Drop		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
TC	TC	TC	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			TAX SCHED
CITY OF SELMA			CA SAM

S ENTERPRISE FLEET BURLINGAME O 778 BURLWAY RD SUITE 200 L BURLINGAME, CA 94010						S ENTERPRISE TO PICK UP H NOTIFY UPON COMPLETION I MCCLELLAN, CA P					
CUST ORDER NO		TERMS		SHIP VIA		TRUCK ETA		CUSTOMER NAME		CUSTOMER PHONE NO	
		NET 30		CPU				GABE PEREZ		9258584795	
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG			DEF TANK LOC	AXLE TYPE		
Dodge	24	2500	WHITE	56					4X2 SRW		
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE		CAB TYPE		
				49	15	79			Crew		
QTY	PART NO./DESCRIPTION						UNIT PRICE		EXT PRICE		
	STREET SIDE VO CURB SIDE VO										
	ROYAL MCCLELLAN DROP SHIP- RAM - T1480 / T7372 MCCLELLAN INSTALL 2024/DEALER UNIT/RAM/CREW CAB PICKUP BOX DELETE/GAS										
1	40-VO-98-IML 40"H ROYAL BODY w/OPEN TOP LID WITH INTERNAL MASTER LOCK 98" SYSTEM FEATURING A TWIST HANDLE THAT CAN BE LOCKED WITH CUSTOMER SUPPLIED PADLOCK ENABLING ADDITIONAL SECURITY,ONE-KEY SOLUTION AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT PKG. REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS BOTH SIDES, 4 TIE DOWNS IN BED AREA.WEIGHT CERT. PAINTED WHITE AND INSTALLED.						8,998.0000		8,998.00		
1	R-12-98-15-ECC EXT/CREW FORKLIFT ACCESSIBLE RACK 98"						1,756.0000		1,756.00		
										Continued	

SALES ORDER # 0478045

****QUOTE VALID FOR 30 DAYS****

Page 1 of 3



ROYAL TRUCK BODY

24200 S. MAIN STREET
CARSON, CA 90745
PHONE: 562-633-9951
FAX: 866-346-6103

QUOTATION			0478045
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
2/13/2024	DLR-Drop		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
TC	TC	TC	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			TAX SCHED
CITY OF SELMA			CA SAM

S ENTERPRISE FLEET BURLINGAME O 778 BURLWAY RD SUITE 200 L BURLINGAME, CA 94010						S ENTERPRISE TO PICK UP H NOTIFY UPON COMPLETION I MCCLELLAN, CA P					
CUST ORDER NO		TERMS		SHIP VIA		TRUCK ETA		CUSTOMER NAME		CUSTOMER PHONE NO	
		NET 30		CPU				GABE PEREZ		9258584795	
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG		DEF TANK LOC	AXLE TYPE			
Dodge	24	2500	WHITE	56				4X2 SRW			
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE		CAB TYPE		
				49	15	79			Crew		
QTY	PART NO./DESCRIPTION					UNIT PRICE		EXT PRICE			
	STREET SIDE VO CURB SIDE VO										
1	62411-012 STAR 4" 8-MODULE TRAFFIC CONTROLLER #DLQS-8 w/ CONTROLLER CONTROLLER MOUNTED IN CAB UNDER DASH MOUNTED TO CROSS BAR AT BACK OF CAB					1,975.0000		1,975.00			
1	H-2SC SERVICE BODY/COMBO CLASS 5 RECEIVER HITCH (2-1/2" RECEIVER TUBE) AND HITCH INSERT, 16,000 LBS GTW ****DO NOT EXCEED VEHICLE MANUFACTURER'S RECOMMENDED TOWING CAPACITY*****					612.0000		612.00			
1	H-4 7 BLADE/ 4 PIN TRAILER CONNECTOR					232.0000		232.00			
Continued											

SALES ORDER # 0478045

******QUOTE VALID FOR 30 DAYS******

Page 2 of 3



ROYAL TRUCK BODY

24200 S. MAIN STREET
CARSON, CA 90745
PHONE: 562-633-9951
FAX: 866-346-6103

QUOTATION			0478045
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
2/13/2024	DLR-Drop		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
TC	TC	TC	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			TAX SCHED
CITY OF SELMA			CA SAM

CUST ORDER NO						CUSTOMER NO: ENTRENB								
S ENTERPRISE FLEET BURLINGAME						S ENTERPRISE TO PICK UP								
O 778 BURLWAY RD SUITE 200						H NOTIFY UPON COMPLETION								
L BURLINGAME, CA 94010						I MCCLELLAN, CA								
D						P								
TERMS			SHIP VIA			CUSTOMER NAME			CUSTOMER PHONE NO					
NET 30			CPU			GABE PEREZ			9258584795					
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE							
Dodge	24	2500	WHITE	56			4X2 SRW							
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE						
				49	15	79		Crew						
QTY	PART NO./DESCRIPTION					UNIT PRICE		EXT PRICE						
1	CAMRAM CAMERA RAM ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION**** ***CHASSIS MUST BE EQUIPPED WITH FACTORY REAR VIEW CAMERA PROVISIONS***					426.0000		426.00						
1	MK98RDG RAM GAS MOUNTING KIT 98 DUAL					0.0000		0.00						

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

RECEIVED BY (PRINT NAME) _____

RECEIVED BY (SIGN) _____ DATE _____

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0478045**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

Page 3 of 3

Freight:	450.00
Net Order:	13,999.00
Sales Tax	
SAN MATEO CO.	0.00
GRAND TOTAL:	14,449.00



FLEET MANAGEMENT

Fleet Synopsis

PREPARED FOR:

City of Selma

Gabe Perez
FLEET CONSULTANT

(925)858-4765 (Cell)
PHONE

Gabe.Perez@efleets.com
EMAIL



THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 32% of the current light and medium duty fleet is over 10 years old
- Resale of the aging fleet is significantly reduced
- Newer vehicles have a significantly lower maintenance expense
- Newer vehicles have increased fuel efficiency with new technology implementations
- Challenged by inconsistent yearly budgets
- Currently vehicle budget is underfunded

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$143,266 in 10 years

- Shorten the current vehicle life cycle from 10.6 years to 5 years
- Provide a lower sustainable fleet cost that is predictable year over year □
- Free up more than \$72,675 in capital from the salvage of 20 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$66.45 vs. current \$156
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

Currently:

- 2 vehicles predate Anti-Lock Brake standardization (2007)
- 13 vehicles predate Electronic Stability Control standardization (2012)
- 32 vehicles predate standardization of back up camera (2018)
- ESC is the most significant safety invention since the seatbelt

Piggyback The Sourcewell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE RESULTS

By partnering with Enterprise Fleet Management, City of Selma will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. City of Selma will reduce fuel costs by 29% and reduce maintenance costs from \$156 on average to \$66.45 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, City of Selma will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, City of Selma will be able to replace all of its vehicles over the course of 5 years

FLEET STATISTICS

FLEET
SIZE

53

AVG
AGE

9.2

AVG ANNUAL
MILEAGE

7,200

AVG ANNUAL
ACQUISITIONS

5.0

AVG MODEL
YEAR

2015

HOLDING
PERIOD

10.60



0K – 20k



20K – 40k



40K – 60k



60K – 80k

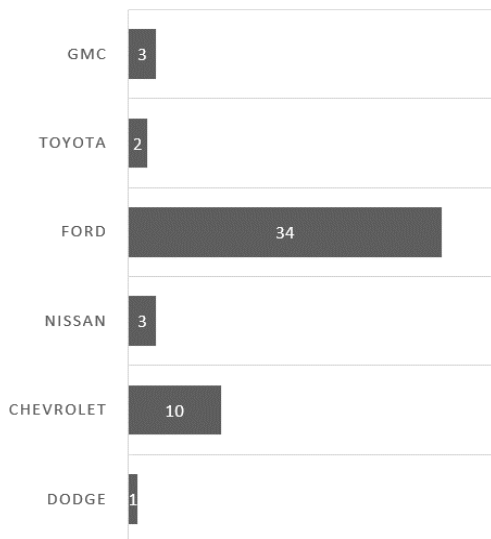


80K – 100k

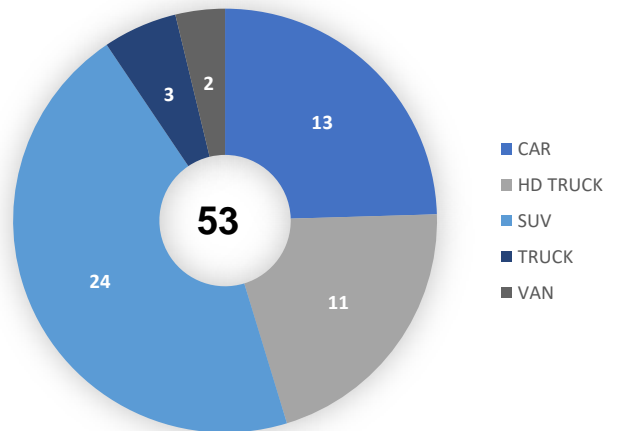


100k & >

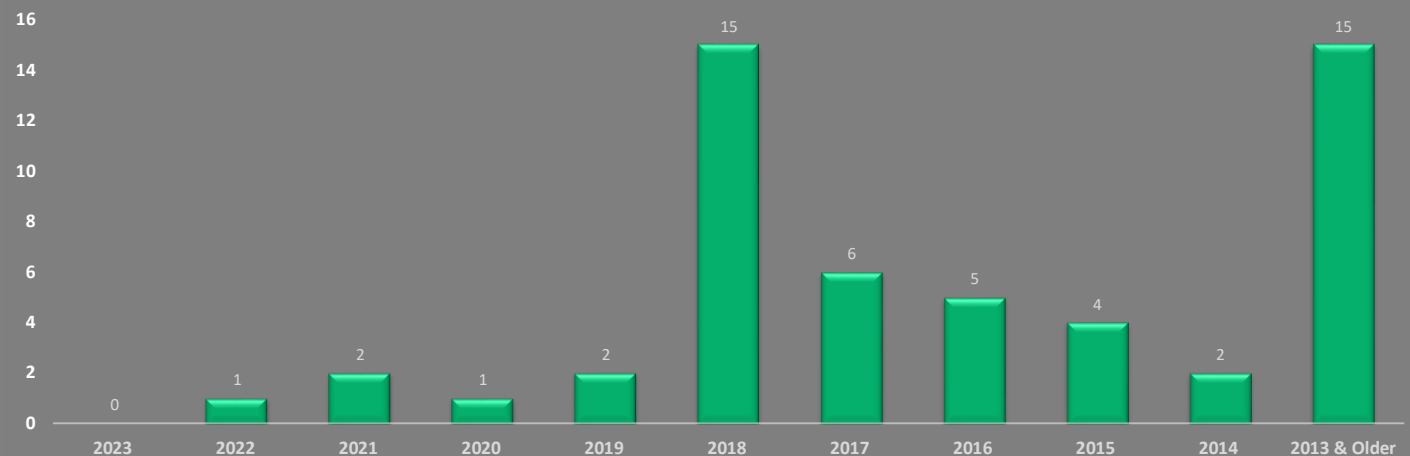
Manufacturers



Vehicle Class



Model Year Analysis



Fleet Planning Analysis | City of Selma

Fleet Profile

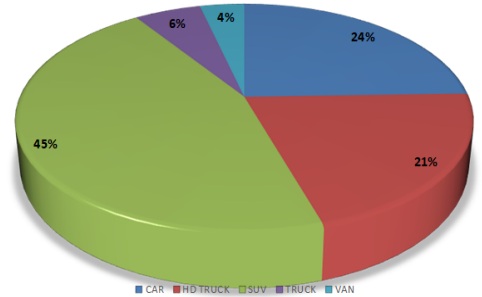
Fleet Replacement Schedule

Replacement Criteria

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2024	2025	2026	2027	2028	Under-Utilized
Full-size Sedan	13	8.7	7,500	6	2	2	1	2	0
1/2 Ton Van Cargo	2	21.1	1,600	1	0	0	0	0	1
Mid Size SUV 4x4	1	6.9	7,600	0	0	1	0	0	0
Mid Size SUV 4x4-ERV	23	6.9	7,800	5	6	5	5	2	0
1/2 Ton Pickup Reg 4x2	1	17.1	4,700	1	0	0	0	0	0
1/2 Ton Pickup Ext 4x2	1	19.1	7,300	0	0	0	0	0	1
1/2 Ton Pickup Quad 4x4	1	6.9	7,600	0	0	1	0	0	0
3/4 Ton Pickup Reg 4x2	7	13.2	5,300	5	0	0	1	1	0
3/4 Ton Pickup Quad 4x2	1	6.9	14,100	0	1	0	0	0	0
1 Ton Cab Chassis	2	7.9	3,700	0	2	0	0	0	0
1 1/2 Ton Cab Chassis-ERV	1	6.9	1,100	0	0	1	0	0	0
Totals/Averages	53	9.2	6,900	18	11	10	7	5	2

- * Fiscal Year 2024 = 10 years old and older, or odometer over 100,000
- * Fiscal Year 2025 = 8 years old and older, or odometer over 93,300
- * Fiscal Year 2026 = 6 years old and older, or odometer over 86,600
- * Fiscal Year 2027 = 4 years old and older, or odometer over 79,900
- * Fiscal Year 2028 = Remaining Vehicles
- * Underutilized = Annual Mileage less than 1,000

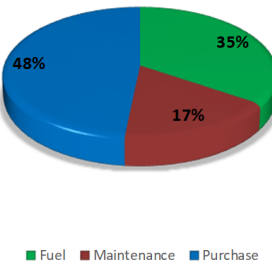
Vehicle Types



Current Fleet	53	Fleet Growth	-0.86%	Proposed Fleet	51
Current Cycle	10.60	Annual Miles	7,200	Proposed Cycle	5.00
Current Maint.	\$156.00			Proposed Maint.	\$66.45
Maint. Cents Per Mile	\$0.26	Current MPG	10	Price/Gallon	\$5.39

Fleet Costs Analysis

Fleet Mix						Fleet Cost					Annual	
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	53	5.0	53	0	277,406	0	Incl. Tax					0
'24	51	18	33	18	85,874	196,695	-72,675		76,129	177,235	463,259	110,476
'25	51	11	22	29	0	329,678	-162,788		64,309	165,088	396,288	177,447
'26	51	10	12	39	0	447,339	-172,050		53,563	154,046	482,898	90,837
'27	51	7	5	46	0	537,296	-117,225		46,041	146,316	612,427	-38,693
'28	51	5	0	51	0	589,945		-224,433	40,668	140,795	433,274	140,461
'29	51	18	0	51	0	589,945		-151,088	40,668	140,795	620,319	-46,584
'30	51	11	0	51	0	589,945		-138,920	40,668	140,795	632,486	-58,752
'31	51	10	0	51	0	589,945		-81,246	40,668	140,795	690,161	-116,427
'32	51	7	0	51	0	589,945		-55,415	40,668	140,795	715,992	-142,257
'33	51	5	0	51	0	589,945		-224,433	40,668	140,795	546,974	26,760
									10 Year Savings			\$143,266



* Lease Rates are conservative estimates
 **Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection
 Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

CASE STUDY | CITY OF SAN MARCOS



The City of San Marcos Reduces Costs by 27% and Replaces Aging Vehicles.

BACKGROUND

Location: San Marcos, CA
 Industry: Government
 Total vehicles: 90 vehicles

THE CHALLENGE

Half of The City of San Marcos' vehicles were operating past their useful life. The City's fleet was deteriorating rapidly, and many of the vehicles needed to be replaced to mitigate escalating repair and maintenance costs. Budget challenges prevented the City from purchasing new vehicles. Major repairs reduced the number of available vehicles, and the City vehicle downtime was significantly affecting its operations. Maintenance costs continued to erode the budget and interfere with the efficiency of City operations.

THE SOLUTION

Enterprise Fleet Management evaluated the City's entire fleet to identify the most cost-effective way to replace its aging vehicles. Ten vehicles were identified as under-utilized and completely removed from service. By implementing an open-ended lease structure, the City was able to replace the remaining ninety vehicles within a three-year period. The program did not require a large initial outlay of funds. The City of San Marcos was not burdened with extensive capital requirements for vehicle replacement, allowing them to replace highly important, heavy-duty and emergency vehicles first.

"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."

— Lisa Fowler, Public Works Manager- Administration & Fleet

The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment.

THE RESULTS

The partnership with Enterprise Fleet Management has significantly reduced the portions of the Public Works-Fleet Operations budget and the Vehicle Replacement fund that was affected by the declining condition of the light-duty fleet. The City realized a 27% decrease in the cost to purchase and maintain the light duty fleet. The program will result in a combined fund savings of \$1.1 million over a five-year period.

To learn more, visit efleets.com or call 877-23-FLEET.

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Key Results

**27%
DECREASE
IN FLEET COSTS**



**RIGHT-SIZED
FLEET BY 10%
FOR BETTER
UTILIZATION**

**REPLACED
90 VEHICLES
OVER A 3-YEAR PERIOD**



SAFETY

- 32% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

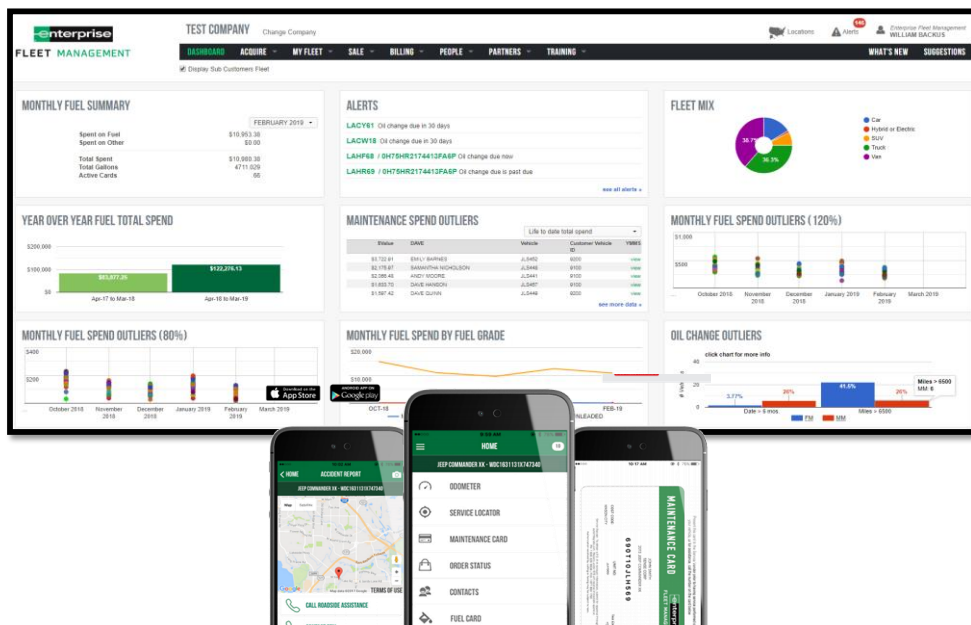
ACCOUNT MANAGEMENT

- City of Selma will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.
- Your dedicated Account Team meets with you 3-4 times a year for both financial and strategic planning.
- Account team will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- Consolidated Invoices - Includes lease, maintenance, and any additional ancillaries
- Maintenance Utilization - Review the life-to-date maintenance per vehicle
- Recall Information - See which units have open recalls
- License & Registration - See which plate renewals are being processed by Enterprise and view status
- Alerts - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- Lifecycle Analysis - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to specific lease or transaction



CURRENT PARTNERS

- City of San Marcos
- City of Lemoore
- City of Arvin
- City of Grass Valley
- City of Sonora
- City of Yuba City
- City of Turlock
- County of Kern
- County of Fresno
- County of Merced
- County of Glenn
- Turlock Mosquito Abatement
- Visalia Unified School District
- Butte County Office of Education

REFERENCES

Below is a list of client references including company name, contact person, and telephone number.

City of Lemoore

Business Phone #: (559) 924-6744

Contact Person: Nathan Olsen, City Manager

City of Arvin

Business Phone #: (661) 854-5583

Contact Person: Alex Ghazalpour, Police Chief

County of Kern

Business Phone: (661) 868-3588

Contact Person: Leslie Wallace, Senior CAO Manager

COOPERATIVE PARTNERS:

- TIPS/TAPS USA
- SOURCEWELL
- E&I

Agenda Item 2.

**CONSIDERATION OF A RESOLUTION APPROVING A CAPITAL
IMPROVEMENT PROGRAM (CIP)**

Page Holder

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

March 4, 2024

ITEM NO: 3.

SUBJECT: Proposed Schedule for City Council Special Workshop

BACKGROUND: The Selma City Council (Council) has instructed staff to arrange a joint meeting with the Selma Kingsburg Fowler County Sanitation District Board (SKF).

As part of the Fiscal Year 2024-2025 Budget process, staff is proposing to schedule a budget workshop during the end of March or first part of April.

In order to adopt a comprehensive update to the Selma Zoning Ordinance (Title 11 – Zoning), staff is requesting to present a detailed overview of the proposed amendments at a special workshop in Mid-March.

Council has also tasked staff with arranging a workshop to review the Chamber of Commerce partnership agreement. Staff is proposing the workshop occur during the beginning of April.

DISCUSSION: The City Clerk's office initiated contact with the Council on December 15, 2023, to coordinate a meeting in January 2024 through emails and phone calls. Regrettably, conflicting schedules hindered the confirmation of a meeting date. Subsequently, staff endeavored to ascertain Council members' availability for February through various means, including in-person interactions between meetings, email correspondence, and phone communications, yet encountered challenges in securing a suitable date. Staff began to utilize an online scheduling tool and sent out meeting invitations on February 9, 2024; February 13, 2024; and February 16, 2024. By February 21, 2024, staff extended the scheduling options to encompass the initial week of March. Staff persistently engaged with Council members through individual and group emails, phone conversations, and face-to-face discussions to establish a quorum for the workshop sessions.

To plan the four workshops, staff seeks the Council's availability in March and April in order to schedule suitable dates and times for the Joint SKF Workshop, budget workshop, zoning workshop, and Chamber workshop.

FISCAL IMPACT: None.

RECOMMENDATION: Staff seeks Council's availability to schedule the four Special Workshops.

_____/s/_____
Reyna Rivera
City Clerk

02/28/2024
Date

_____/s/_____
Fernando Santillan
City Manager

02/28/2024
Date

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

March 4, 2024

ITEM NO: 4.

SUBJECT: Consideration of a Resolution Approving User Fees Relating to Ambulance Services

BACKGROUND: Since the re-establishment of the Emergency Medical Services (EMS) Division within the City of Selma Fire Department, an in-depth analysis of the user fees associated with Ambulance Services has not been completed. The City of Selma engaged Willdan Financial Services to perform a focused Ambulance Fee Study to determine the full costs incurred by the Fire Department to support the emergency medical service activities for which the City charges user fees. The results from the study show that current fees need to be amended to allow for adequate cost recovery.

DISCUSSION: The City of Selma provides Ambulance services through the Fire Department's EMS Division. As part of a general cost recovery strategy, the City of Selma must adopt user fees to fund private benefit programs and services that provide limited or no general benefit to the community as a whole. These fees are necessary to recover the costs associated with providing ambulance services. The results of the study show that the currently adopted fees only cover 50% of the costs associated with operating the EMS division. Without an amendment to the Fee Schedule, operations within both the EMS Division and Fire Division will not be sustainable in the long term.

Willdan Financial Services performed the focused ambulance fee study (Attachment A) to determine the full costs incurred by the Fire Department to support the emergency medical service activities for which the City charges user fees shown in the table below.

AMBULANCE SERVICES

#	Description	Current Fee/Charge	Unit	Full Cost	Subsidy %	Suggested Fee	Fee Δ
1	ALS 1 Base & Emergency Base	\$1,200.00		\$2,394.67	0%	\$2,394.00	\$1,194
2	ALS 2	\$1,400.00		\$2,793.79	0%	\$2,793.00	\$1,393
3	BLS Base & Emergency Base	\$1,000.00		\$1,995.56	0%	\$1,995.00	\$995
4	Mileage	\$31.00	mile	\$61.86	29%	\$44.00	\$13
5	Treat / Non-Transport	\$150.00		\$299.33	0%	\$299.00	\$149
6	First Responder	\$200.00		NA	NA	\$200.00	\$0
7	Special Event Standby 2 staff per hour	fully burdened rate	hour	\$365.44	NA	\$365.00	NA

The significant increases proposed as suggested fees in the above table are a product of two factors. The first factor is the significant lapse in time that has passed since a thorough analysis of actual costs has occurred. The second factor is the lack of an inflationary mechanism to adjust fees on an annual basis to keep pace with operational cost increases. Willdan

recommends the use of an inflator mechanism with the adoption of the amended fees to prevent the need for drastic adjustments in the future. Staff recommends increasing the Ambulance fees annually based off the Consumer Price Index (CPI).

A survey was completed to show comparable rates of local area ambulance providers. The rates shown in the table below indicate that the fees being recommended fall in line with the fees of the other ambulance providers in the area.

Local Area Provider Rates					
Provider	ALS-1 Emergency	ALS-2 Base	BLS Emergency	Mileage (Per Mile)	Treat / Non- Transport
Selma Fire Dept. (Suggested)	\$2,394.00	\$2,793.00	\$1,995.00	\$44.00	\$299.00
American Ambulance, Fresno	\$2,344.00		\$1,974.00	\$49.50	\$200 BLS(\$500 ALS)
Dinuba Fire Dept.	\$2,017.00	\$2,949.00	\$1,706.00	\$44.70	\$544.00
Kingsburg Fire Dept.	\$2,120.10	\$3,098.22	\$1,793.39	\$46.93	\$561.69

Amending the fees to the suggested rates will not have a financial impact on those that receive MediCal or Medicare. Those receiving MediCal or Medicare benefits are typically either families or individuals that have low incomes and those that are on fixed incomes including the elderly and disabled population. When making decisions that impact the finances of our community it is important to consider the effects of those it will impact. Both MediCal and Medicare plans pay fixed rates regardless of fees being charged. Only private insurance, workers' compensation and private pay will be impacted by the fee increases. It is also important to include that the City participates in the FireMed program which lessens the financial burden of individuals requiring emergency transport to an area hospital.

FISCAL IMPACT: There are many variables in estimating revenues and expenses associated with the EMS Division. Estimates project an increase in ambulance billing collections of roughly \$250,000 in fiscal year 2024/2025. There will also be a positive impact to revenues received from participating in the Voluntary Rate Range Program (VRRP) IGT. It would be speculative at best to estimate the change in VRRP IGT revenue due to the multiple variables involved in that program.

RECOMMENDATION: Conduct public hearing and adopt Resolution Revising Fees for Ambulance Services.

_____/s/_____
Jordan Webster
Fire Chief

_____/02/23/2024_____
Date

_____/s/_____
Fernando Santillan
City Manager

_____/02/23/2024_____
Date

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA AMENDING THE SCHEDULE OF FEES AND CHARGES FOR
AMBULANCE SERVICES**

WHEREAS, the City is permitted to adopt fees for municipal services, provided, however, that such fees do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City has engaged Willdan Financial Services to conduct an analysis of its services, the costs reasonably borne for providing those services, the beneficiaries of those services, and the revenues by those paying fees and charges for ambulance services; and

WHEREAS, City Staff has revised the City's existing fee schedule to reflect the suggested fees suggested for ambulance services (Exhibit A); and

WHEREAS, The fixed fees and other fees expressed as stated dollar amounts in this schedule shall be increased annually commencing on the first day of January hereafter by the percentage increase since the effective date in consumer prices for services as measured by the United States Consumer Price Index entitled CPI-U, West Region.

WHEREAS, a notice of the public hearing on the proposed user fees was published in the Selma Enterprise on February 21, 2024 and February 28, 2024, in accordance with the provisions of Government Code Section 6062a and the City's Code; and

WHEREAS, on March 4, 2024, the City Council conducted a duly noticed public hearing to consider the proposed fees, and considered all testimony written and oral; and

WHEREAS, the City Council desires to amend the City's existing fee schedule as set forth in Exhibit A, attached hereto and incorporated herein by reference, said fees do not exceed the estimated reasonable cost of providing such services.

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

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

Section 2. Fee Schedule Adoption. The fees set forth in Exhibit A are hereby adopted by the City Council as the fees for the services set forth therein. Said fees pertaining to user fees shall take effect on April 1, 2024.

Section 3. Ambulance Fee Inflation. The Fees set forth in Exhibit A are to be increased on January 1 each year in accordance with the Consumer Price Index (CPI) in perpetuity.

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.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 4th day of March 2024 by the following vote:

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

Scott Robertson
Mayor

ATTEST:

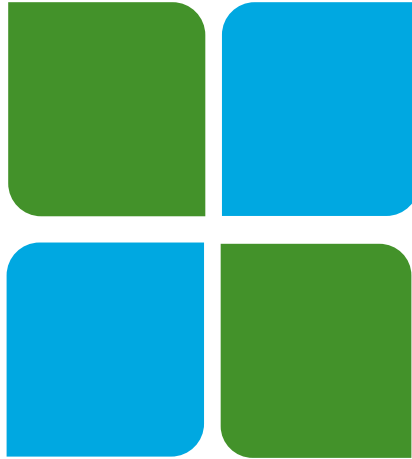
Reyna Rivera
City Clerk

Exhibit A

CITY OF SELMA FIRE DEPARTMENT AMBULANCE FEES EFFECTIVE 4/1/2024

Ambulance Service	1 ALS / ALS2 & 1 BLS Base
ALS 1 Base & Emergency Base	\$2,394.00
ALS 2 Base	\$2,793.00
BLS Base & Emergency Base	\$1,995.00
Emergency	-
Night	-
EKG	-
Oxygen	-
Mileage	44.00/mile
Extra Attendant	-
Treat / Non – Transport	\$299.00
First Responder	\$200.00
Wait time fully burdened rate	-
Special Event / Standby 2 staff per hour	\$365.00

City of Selma



Fire Department Ambulance User Fee Study

2/9/2024



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Executive Summary

The City of Selma engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the Fire Department to support the emergency medical service activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identifies 100% full cost recovery for City services and the recommended level of recovery as determined through discussion with departmental staff.



User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund private benefit programs and services that provide limited or no general benefit to the community as a whole. As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefit services. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Additional Policy Considerations

Municipalities update their fee schedules to reflect the actual costs of certain public services primarily benefiting users. User Fees recover costs associated with the provision of specific services benefiting the user, thereby reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover applicable and reasonable support costs. Support costs are those costs relating to a local government's central service departments that are properly allocable to the local government's operating departments. Central services support cost allocations were incorporated using the City's Cost Allocation Plan. This plan was developed by the City prior to the User Fee study to determine the burden placed upon central services by operating departments and funds in order to allocate a proportionate share of central service cost.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City Council, by resolution, to annually increase or decrease the fees.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every three to five years, which would include adding or removing fees for any new or eliminated programs/services.



Study Objective

As the City of Selma seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. These tools provide assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a user fee study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a user fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, department administrative costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principle goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying current subsidy amounts
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees.

Scope of the Study

The scope of this study encompasses a review and calculation of user fees charged by the Fire Department for ambulance services. The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of City services, as City staff currently provides them at existing, known, or reasonably anticipated service and staff levels. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. The report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide influential dissertation on the qualities of the utilized tools, techniques, or other approaches.



Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the “reasonable cost” of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that may be collected. Cities cannot earn a profit or receive revenues in excess of the cost of providing services. To maintain compliance with the letter and spirit of the law, reasonable cost standards were used in the determination of services, and every component of the fee study process included a related review.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

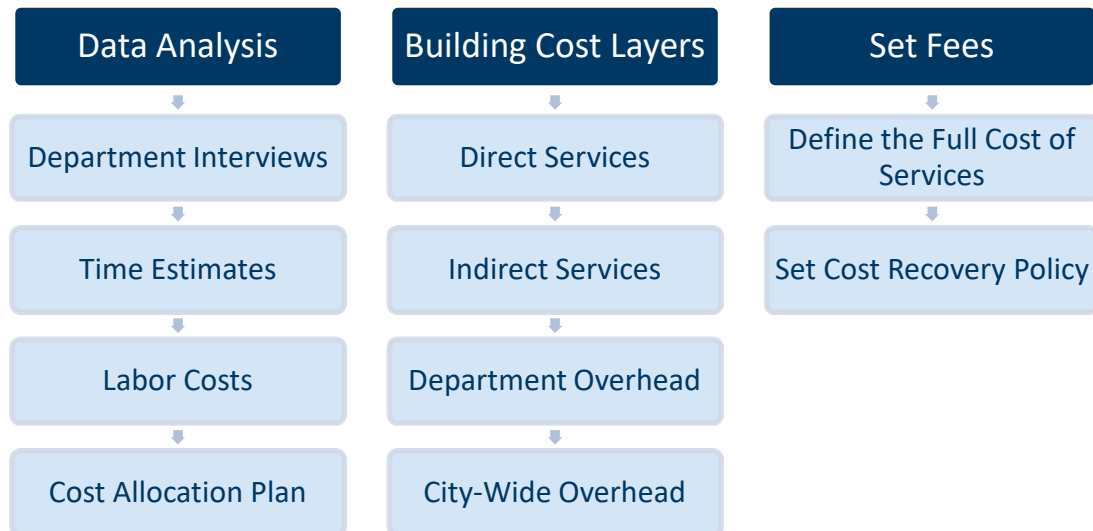
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Indirect City-wide overhead costs calculated through the Cost Allocation Plan

The FBHRs are then used in conjunction with time estimates, when appropriate, to calculate a fees' cost based on the personnel and the amount of their time that is involved in providing each service.



Summary Steps of the Study

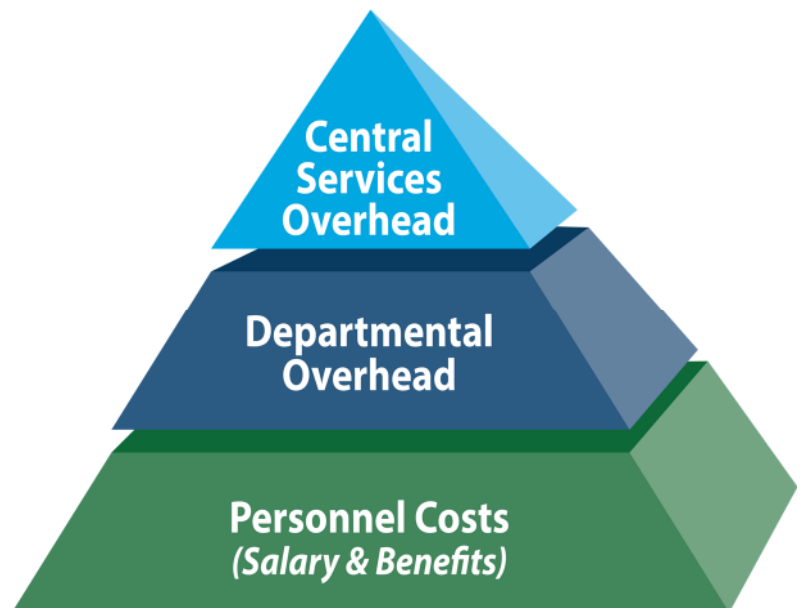
The methodology to evaluate most User Fee levels is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (**Appendix C**). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City's central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor (Personnel Costs):** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, detailed in the City's Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.





Methodology

The methods of analysis for calculating fees used in this report were:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor, material, and support costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Programmatic Approach: In some instances, the underlying data is not available or varies widely, leaving a standard unit cost build-up approach impractical. In addition, some service programs are too complex in how service is provided making a case study method impractical and would result in inequities in the fee amount for service delivery. Willdan employed a different methodology where appropriate to fit the programs' needs and goals. In the case of ambulance services, determination of the share of cost to be borne required a programmatic analysis accounting for the total cost of operations, annual call volume, and other factors to determine the cost share for operations on an individual call basis.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Internal and external reviews



Reasons for cost increases/decreases over current fees

Within the fee table in **Appendix C**, the differences identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Costs that this study has identified as part of the full cost of services may not have been accounted for in a previous study
 - Departmental overhead and administration costs
 - Indirect overhead from the Cost Allocation Plan
- Changes in processes and procedures within a department, or the city as a whole

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Current fee levels
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments—on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.



City of Selma Ambulance Fees

Cost Recovery

The results of the analysis are presented in detail in **Appendix C**. The principal goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility to determine the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Selma, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) whom receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, many services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City.

Subsidization can be an effective public policy tool, since it can be used to reduce fees to encourage certain activities (such as compliance inspections to ensure public safety) or allow some to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without burdensome costs.

Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, such as the General Fund. Therefore, the general taxpayer will potentially help to fund private benefits, and/or other City services will not receive funds that are otherwise directed to cover subsidies.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. While the cost of service study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees, the fee changes recommended in this report are not anticipated to incur any material impacts on demand for services.



Summary

The update of the current list of fees and creation of a consistent and comprehensive fee schedule was the primary objective of this study. City staff has reviewed the full costs and identified the “recommended fee levels” for consideration by City Council. The preceding sections provide background The Fire Department and the results of this study’s analysis of their fees. For the full schedule of fees, refer to **Appendix C** of this report.



Fire

The Selma Fire Department provides public service to the citizens of Selma and its surrounding communities. They do so by taking an all-hazards approach while protecting life, property, and the environment as we maintain a continuous pursuit of excellence in our profession. Their staffing consists of 46 full-time personnel including the Fire Chief, 3 Division Chiefs, Fire Marshal, 2 Administrative Personnel, 21 Fire Personnel and 18 EMS Personnel.

Analysis

Willdan individually reviewed the services and programs associated with the Fire Departments ambulance operations. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Fire Services relied primarily upon programmatic approach, whereby we determined the full cost of providing ambulance operations and calculated a cost share for each ambulance unit hour, shift, and call. The total cost included in the analysis included the direct cost of staff and operating costs, a share of Department Administration support, and the cost allocation for City central service support. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that cost recovery for operations is running at 50%. As such the fees are being subsidized and would need to be increased by 100% to achieve full cost recovery. The suggested fees as detailed in [Appendix C](#) reflect 100% cost recovery and is the starting place for Council consideration for any desired subsidization.



Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs used in the hourly staff rate calculations that may be recovered through User Fees; however, only a percentage of the total allowable cost is realized as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and any other costs that is charged directly to the service requestor. The programmic calculation for ambulance services was done separately and is detailed in [Appendix C](#).

City of Selma, CA - Ambulance Fee Study

Overhead Rate Calculations

Department	Salaries & Benefits	Maintenance & Operations, and Admin	Direct Overhead %	Indirect Overhead	Indirect Allocation %
Combined Fire Operations - All Funds	6,647,704	2,876,843	43%	465,272	5%



Appendix B – Fully Burdened Hourly Rates

Below are fully burdened hourly rates of staff positions that should be used in determination of full cost recovery. The FBHRs were used to determine the full cost of services that utilized a case study method of cost determination. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position. For any user fee service request that is outside the scope of the fees detailed in [Appendix C](#), or for services for which there is no fee currently set, the City can charge up to the full cost of the FBHR for personnel involved.

City of Selma, CA - Ambulance Fee Study Fully Burdened Hourly Rate Calculation

Department	Position	S&B Hourly Rate	Direct %	Indirect %	Fully Burdened Hourly Rate
Fire	Fire Captain	\$100.61	43%	5%	\$151.20
Fire	Fire Chief	\$130.35	43%	5%	\$195.88
Fire	Fire Division Chief	\$117.49	43%	5%	\$176.56
Fire	Fire Engineer	\$81.23	43%	5%	\$122.08
Fire	Firefighter	\$75.22	43%	5%	\$113.03
Fire	Non-Safety EMT	\$51.48	43%	5%	\$77.37
Fire	Non-Safety Paramedic	\$58.60	43%	5%	\$88.07



Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and suggested fees for Council's initial consideration.

AMBULANCE SERVICES

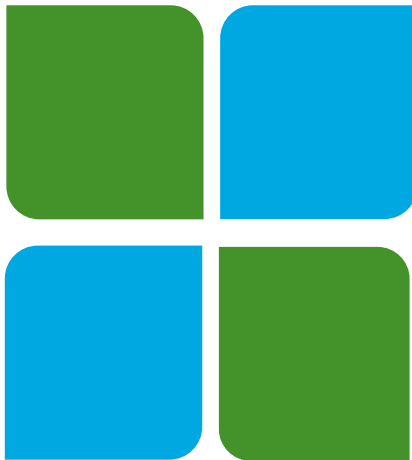
#	Description	Current Fee/Charge	Unit
1	ALS 1 Base & Emergency Base	\$1,200.00	
2	ALS 2	\$1,400.00	
3	BLS Base & Emergency Base	\$1,000.00	
4	Mileage	\$31.00	mile
5	Treat / Non-Transport	\$150.00	
6	First Responder	\$200.00	
7	Special Event Standby 2 staff per hour	fully burdened rate	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$2,394.67	0%	\$2,394.00	\$1,194
\$2,793.79	0%	\$2,793.00	\$1,393
\$1,995.56	0%	\$1,995.00	\$995
\$61.86	29%	\$44.00	\$13
\$299.33	0%	\$299.00	\$149
NA	NA	\$200.00	\$0
\$365.44	NA	\$365.00	NA

Emergency Medical Services Cost Calculation

Unit Hour Analysis Results Based On Financial And Operational Data
For Fiscal Year

Total Unit Hours Per Week	504
Total Annual Call volume	5,027
Average Call Volume Per Week	97
Shift Utilization = X hrs of operation	4.60
Total Annual Expenses	\$10,030,693
Cost Per Unit Hour	\$382.73
Cost Per Unit Shift	\$9,185.62
Cost Per Call	\$1,995.56
Adjusted Cost Per Call for BLS	\$1,995.56
Current BLS Fee	\$1,000.00
Current Cost Recovery	50%



27368 Via Industria, Suite 200
Temecula, California 92590-4856
800.755.6864 | Fax: 888.326.6864
951.587.3500 | Fax: 951.587.3510

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This is the proof of your ad scheduled to run in **Selma Enterprise/Kingsburg Recorder** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(559) 582-0471**.

Notice ID: EtAlwYavKee1YagsUWKV | **Proof Updated: Feb. 17, 2024 at 11:12pm PST**
 Notice Name: PH Ambulance User Fees | Publisher ID: 308228

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

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Columns Wide:	1	Ad Class: Legals
Total Column Inches:	6.47	
Number of Lines:	52	

02/21/2024: Legal Notice Notice	89.26
02/28/2024: Legal Notice Notice	89.26
Additional Affidavit Fee	15.00

Subtotal	\$193.52
Tax	\$0.00
Processing Fee	\$24.35
Total	\$217.87

**CITY OF SELMA
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN, that the Selma City Council will conduct a public hearing on Monday, March 6, 2024 at 6:00 p.m. (or as soon thereafter as the matter may be heard) at City Hall in the Council Chambers, located at 170 Tucker Street, Selma, California. The purpose of the public hearing will be to consider rate increases for services provided by Selma Ambulance.

An analysis of the services provided has been conducted and is available for review in the Finance Department, M-F, 8 a.m. - 5 p.m. (closed for lunch 12:00 p.m. to 1:00 p.m.), at City Hall at the address listed above. Specific questions concerning the proposed Ambulance Fees can be directed to the Finance Department by calling 559-891-2200.

Any persons wishing to speak for or against the proposed User Fees should attend the public hearing. All interested persons are invited to inspect the file and to be present to give testimony at the public hearing. Written comments may be sent via U.S. Mail or by hand delivery to the City of Selma, at City Hall, at the address listed above.

If you challenge the nature of the proposed items in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Selma at, or prior to, the public hearing.

Attest: Reyna Rivera, City Clerk
PUBLISH:
February 21, 28, 2024
AD# 308228