



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, December 14, 2022 at 6:00 PM

Kerman City Hall, 850 S. Madera Avenue, Kerman, CA 93630

The City Council will attend this meeting in person. This meeting will be available for public viewing through Zoom. The zoom link and telephone number listed below will provide access to the City Council meeting.

Zoom link: [City Council Meeting](#)

Meeting ID: 815 480 4966 **Password:** 93630 **Telephone number:** (669) 900-6833

Public comment accepted in person, via Zoom, and by email at: publicmeeting@cityofkerman.org

1. OPENING CEREMONIES

- A. Welcome - Mayor
- B. Call to Order
- C. Roll Call
- D. Invocation

At this time the Council wishes to provide anyone an opportunity to give a brief invocation or inspirational thought. In accordance with law, we would request this opportunity not be used to recruit converts, to advance anyone, or to disparage any other faith or belief. If no one steps forward, we will observe a moment of silence so that we may all focus our thoughts on how best to serve our community.

- E. Pledge of Allegiance

2. AGENDA APPROVAL / ADDITIONS / DELETIONS

To accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed.

3. DEPARTMENT REPORTS

A. **SUBJECT:** Declaring the Results of the 2022 General Election, Oaths of Office, and Annual Reorganization (MR)

RECOMMENDATION: Council review the Fresno County Elections Office canvass for Mayor and City Council positions and take the following action:

- 1. By motion adopt resolution declaring the results of the 2022 General Election as certified by the Fresno County Elections Office; and
- 2. Authorize the City Clerk to perform the Oaths of Office and present the Mayor and Council Members with Certificates of Election; and
- 3. Council to recognize outgoing Council Member for their years of service; and

4. Council to accept nominations for Mayor Pro-Tem and make appointment by motion.

COUNCIL RECESS FOR NEW COUNCIL RECEPTION

4. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for members of the public to address the Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. It is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council on items on the Agenda should notify the Mayor when that Agenda item is called, and the Mayor will recognize your discussion at that time. It should be noted that the Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Speakers are asked to please use the microphone, and provide their name and address.

5. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

A. **SUBJECT:** Minutes - November 9, 2022 (MR)

RECOMMENDATION: Council approve minutes as presented.

B. **SUBJECT:** Payroll Report (DG)

10/02/22 - 10/15/22: \$179,307.12; Retro Pay & Other: \$924.58; Overtime: \$8,004.83; Standby: \$1,498.71; Comp Time Earned: 39.38

10/16/22 - 10/29/22: \$188,527.49; Overtime: \$8,034.03; Standby: \$1,287.47; Comp Time Earned: 66.00

10/30/22 - 11/12/22: \$176,433.13; Overtime: \$6,185.13; Holiday at 1/2 Time: \$1,594.45 Standby: \$1,683.41; Comp Time Earned: 54.00

RECOMMENDATION: Council approve payroll as presented.

C. **SUBJECT:** Warrants (JA)

1. Nos. 25398- 25635 \$900,614.79 ACH \$140,358.69

2. Exceptions CK#25527 \$21,342.92, CK# 25574 \$10,578.78, CK#25575 \$131.28

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented.

(Pursuant to Government Code 37208)

D. **SUBJECT:** Monthly Investment Report (JA)

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Remote City Council Meetings Under New Brown Act Requirements (AB 361) (MR)

RECOMMENDATION: Council by motion adopt resolution reauthorizing remote teleconference public meetings by the City Council and all boards, commissions, and standing committees of the City in accordance with Assembly Bill 361.

F. **SUBJECT:** Agreement with AXON Enterprises, Inc. for TASER 7 Conducted Energy Devices, Maintenance, and Training (JG)

RECOMMENDATION: Council by motion adopt resolution approving the 2022-2027 Master Services and Purchasing Agreement with AXON Enterprise, Inc. for Taser 7 Conducted Energy Devices in the amount of \$106,848.65.

G. **SUBJECT:** Resolution Approving 2022-2023 Adult Compliance Team Agreement to Participate with Fresno County (JG)

RECOMMENDATION: Motion to adopt resolution approving 2022-2023 Adult Compliance Team Agreement with County of Fresno

H. **SUBJECT:** Resolution Accepting the Kerman Animal Shelter (JJ)

RECOMMENDATION: Council by motion adopt the resolution accepting the Kerman Animal Shelter and authorize the City Engineer to record the Notice of Completion.

I. **SUBJECT:** Resolution Approving Consultant Services Agreement to Prepare and File Claims for State Mandated Cost Reimbursement with David Wellhouse & Associates, Inc. and authorize the City Manager to Execute the Agreement (JA)

RECOMMENDATION: Council by motion adopt resolution approving consultant services agreement to prepare and file claims for State Mandated Cost Reimbursement with David Wellhouse & Associates, Inc. and authorize the City Manager to execute the agreement.

6. PUBLIC HEARINGS

These hearings are scheduled at the time stated and will be heard by the Council as close to the time stated as possible.

A. **SUBJECT:** Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2022 California Building Standards Code By Reference (JRO)

RECOMMENDATION: City Council conduct public hearing, waive full reading, and introduce Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2022 California Building Standards Code by reference.

B. **SUBJECT:** Public Hearing for the Elimination of a Marked Crosswalk at the Intersection of Vineland Avenue and D Street (JJ)

RECOMMENDATION: Council conduct public hearing, receive public comments, and adopt the resolution eliminating the marked crosswalk at the south leg of the intersection of Vineland Avenue and D Street.

7. CITY MANAGER / STAFF COMMUNICATIONS

8. MAYOR / COUNCIL REPORTS

9. CLOSED SESSION

10. ADJOURNMENT

Agenda packet is available for review 72 hours prior to the meeting at the city clerk's office and on the city website. Items received at the meeting will be available for review at the city clerk's office.

In compliance with the American with Disabilities Act (ADA), if you need special assistance to participate at this meeting, please contact the City Clerk at (559) 846-9380. Notification of 48 hours prior to the meeting will enable the City Clerk to make reasonable arrangement to ensure accessibility to this meeting. Pursuant to the ADA, the meeting room is accessible to the physically handicapped.

AGENDA POSTING CERTIFICATION

I, Marci Reyes, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that I caused the above agenda to be posted at City of Kerman Council Chambers at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.org.

Date: December 8, 2022 /s/ Marci Reyes, City Clerk



STAFF REPORT

MEETING DATE: December 14, 2022

PRESENTER: Marci Reyes, City Clerk

SUBJECT: Declaring the Results of the 2022 General Election, Oaths of Office, and Annual Reorganization (MR)

RECOMMENDATION: Council review the Fresno County Elections Office canvass for Mayor and City Council positions and take the following action:

1. By motion adopt resolution declaring the results of the 2022 General Election as certified by the Fresno County Elections Office; and
2. Authorize the City Clerk to perform the Oaths of Office and present the Mayor and Council Members with Certificates of Election; and
3. Council to recognize outgoing Council Member for their years of service; and
4. Council to accept nominations for Mayor Pro-Tem and make appointment by motion.

EXECUTIVE SUMMARY

The 2022 General Election was held on Tuesday, November 8, 2022. Pursuant to California Elections Code Section 10263 the Council shall declare the results and install the newly elected officers no later than the fourth Friday after the election or no later than the next regularly scheduled city council meeting following presentation of the 28-day canvass of the returns or at a special meeting called for this purpose to declare the results and to install the newly elected officers.

The final vote tallies of the 2022 General Election are included for the City Council's review in the form of the Elections Official Certificate of Canvass which is attached to the resolution declaring the results of the election. By adopting the resolution, the Council declares the results as specified in the Official Certificate of Canvas electing Maria Pacheco as Mayor for a two-year term, electing Council Members Gary K. Yep, District 1 and Ismael Herrera, District 3 each for a four-year term, and declaring passage of Measure G (Kerman Hotel Tax).

FISCAL IMPACT

\$3,500.00

Attachments:

- A. Resolution w/Exhibit
- B. Election Results

Attachment 'A'

RESOLUTION NO. 22-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN DECLARING
THE RESULTS OF THE NOVEMBER 8, 2022 ELECTION AS CERTIFIED BY THE FRESNO COUNTY
ELECTIONS OFFICE AND AS REQUIRED BY LAW**

WHEREAS, a consolidated General Municipal Election was duly called and held in the City on November 8, 2022; and

WHEREAS, under Section 10263 of the Elections Code, upon the completion of the canvass, and prior to the installation of officers, the City Council is required to adopt a resolution reciting the fact that the election was held and declaring the results of the election; and

WHEREAS, as required by Section 10263 of the Elections Code, the City desires to declare the results of the November 8, 2022, Municipal Election.

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

SECTION 1. A General Municipal Election was duly called and regularly held on November 8, 2022, and was conducted in accordance with all applicable laws. Notice of the election was given in time, form, and manner provided by law, that voting precincts were properly established; election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns mad and said declared in time, form, and matter as required by the provisions of the Elections Code of the State of California, for the holding of elections in general law cities.

SECTION 2. The Fresno County Clerk/Registrar of Voters canvassed the returns of the November 8, 2022, election and the Elections Official has certified the results to the City Council. A copy of the certified results is attached as Exhibit 'A' and incorporated herein by reference as if fully set forth.

SECTION 3. The whole number of votes (ballots) cast in the precincts except by mail voter ballots and provisional ballots was 491; the whole number of Vote by Mail voter ballots cast in the City was 2298; and making a total of 2739 ballots cast in the City.

SECTION 4. The following persons appeared on the ballot for the full-term Mayor and received the respective votes noted:

Maria Pacheco	914 Votes
Juan Villarreal	830 Votes
Kevin Nehring	800 Votes

SECTION 5. The following person appeared on the ballot for full term member of the City Council District 1 and received the respective votes noted:

Gary K. Yep	653 Votes
-------------	-----------

SECTION 6 The following person appeared on the ballot for full term member of the City Council District 3 and received the respective votes noted:

Ismael Herrera 386 Votes

SECTION 7. The following measure was voted upon by the City’s voters:

MEASURE G
Kerman Hotel Tax (Transient Occupancy Tax)
Shall the measure establishing a ten percent (10%) tax to be paid by hotel, motel, short-term hotel/motel/inn guests only (not by City residents) for maintaining essential City services such as keeping neighborhoods, parks, streets, public areas safe/clean; addressing homelessness, public safety, and other general city services, and generating approximately \$40,000.00 annually until ended by voters be adopted, with public disclosure and all funds for Kerman only be adopted?

SECTION 8. The total number of votes for and against Measure G was as follows:

Yes 1656 Votes
No 1004 Votes

SECTION 9. The number of votes given at each precinct, the number of votes for and against the measure, and for each of the individuals’ names above for their respective office are listed in Exhibit ‘A’, attached hereto and incorporated by reference.

SECTION 10. The City Council does declare and determine that:

- A. Maria Pacheco was elected as Mayor of the City for the full term of two (2) years.
- B. Gary K. Yep was elected as a member of the City Council District 1 for the full term of four (4) years.
- C. Ismael Herrera was elected as a member of the City Council District 3 for the full term of four (4) years.

SECTION 11. The City Clerk shall enter on the records of the City Council of the City, a copy of this resolution and Exhibit ‘A’ showing: (1) the whole number of votes cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the number of votes given at each precinct to each person and for and against each measure; and (5) the total number of votes given to each person, in accordance with the provisions of Elections Code Section 10264.

SECTION 12. The City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; shall cause to be administered to each person elected the Oath of Office prescribed in the Constitution of the State of California, and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted to the respective office to which he or she has been elected.

SECTION 13. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

The foregoing resolution was introduced by the City Council to the City of Kerman at a regular meeting of said Council held on the 14th day of December 2022, and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Mayor

ATTEST:

Marci Reyes
City Clerk

STATEMENT OF VOTES CAST
AT THE
CONSOLIDATED STATEWIDE GENERAL ELECTION
HELD ON
NOVEMBER 8, 2022
IN THE
CITY OF KERMAN
COUNTY OF FRESNO
STATE OF CALIFORNIA

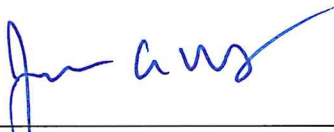
CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS

STATE OF CALIFORNIA)
County of Fresno) ss.

I, JAMES A. KUS, County Clerk/Registrar of Voters of the County of Fresno, State of California, do hereby certify that pursuant to the provisions of Section 15301 et seq of the Elections Code of the State of California, I did canvass the returns of the votes cast in the City of Kerman, County of Fresno, at the election held on November 8, 2022, for the Local Office and Measure, submitted to the vote of the voters, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast in the districts and in each of the respective precincts therein, and that the totals of the respective columns and the totals shown for the offices are full, true and correct.

WITNESS my hand and Official Seal this 8th day of December, 2022.





JAMES A. KUS
County Clerk/Registrar of Voters

FRESNO COUNTY
CONSOLIDATED STATEWIDE GENERAL ELECTION
NOVEMBER 8, 2022
STATEMENT OF VOTES
CITY OF KERMAN

Section 3, Item A.

Precinct	Registered Voters	Voters Cast	% Turnout
City			
City Of Kerman			
0000015			
Vote Center	326	17	5.21%
Vote by Mail	326	110	33.74%
Total	326	127	38.96%
0000016			
Vote Center	1,543	125	8.10%
Vote by Mail	1,543	498	32.27%
Total	1,543	623	40.38%
0000017			
Vote Center	1,797	95	5.29%
Vote by Mail	1,797	571	31.78%
Total	1,797	666	37.06%
0000018			
Vote Center	424	37	8.73%
Vote by Mail	424	151	35.61%
Total	424	188	44.34%
0000019			
Vote Center	127	5	3.94%
Vote by Mail	127	22	17.32%
Total	127	27	21.26%
0000020			
Vote Center	1,506	103	6.84%
Vote by Mail	1,506	367	24.37%
Total	1,506	470	31.21%

Precinct	Registered Voters	Voters Cast	% Turnout
0000021			
Vote Center	1,359	109	8.02%
Vote by Mail	1,359	529	38.93%
Total	1,359	638	46.95%
0000022			
Vote Center	2	0	0.00%
Vote by Mail	2	0	0.00%
Total	2	0	0.00%
City Of Kerman - Total	7,084	2,739	38.66%
City - Total	7,084	2,739	38.66%
Vote Center	7,084	491	6.93%
Vote by Mail	7,084	2,248	31.73%

Kerman Mayor (Vote for 1)

Precinct	City	Times Cast	Registered Voters	Undervotes	Overvotes
City Of Kerman					
0000015					
	Vote Center	17	326	0	0
	Vote by Mail	110	326	6	0
	Total	127	326	6	0
0000016					
	Vote Center	125	1,543	8	0
	Vote by Mail	498	1,543	27	0
	Total	623	1,543	35	0
0000017					
	Vote Center	95	1,797	9	0
	Vote by Mail	571	1,797	49	0
	Total	666	1,797	58	0
0000018					
	Vote Center	37	424	2	0
	Vote by Mail	151	424	22	0
	Total	188	424	24	0
0000019					
	Vote Center	5	127	0	0
	Vote by Mail	22	127	1	0
	Total	27	127	1	0
0000020					
	Vote Center	103	1,506	9	0
	Vote by Mail	367	1,506	19	0
	Total	470	1,506	28	0
0000021					
	Vote Center	109	1,359	6	0
	Vote by Mail	529	1,359	36	1
	Total	638	1,359	42	1

Precinct	City	JUAN M. VILLARREAL	MARIA PACHECO
City Of Kerman			
0000015			
	Vote Center	3	4
	Vote by Mail	28	42
	Total	31	46
0000016			
	Vote Center	37	30
	Vote by Mail	120	167
	Total	157	197
0000017			
	Vote Center	42	26
	Vote by Mail	186	215
	Total	228	241
0000018			
	Vote Center	4	12
	Vote by Mail	42	27
	Total	46	39
0000019			
	Vote Center	1	2
	Vote by Mail	3	14
	Total	4	16
0000020			
	Vote Center	49	28
	Vote by Mail	122	146
	Total	171	174
0000021			
	Vote Center	31	38
	Vote by Mail	162	163
	Total	193	201

Precinct	City	KEVIN W. NEHRING	Write-In	Total Votes	Unresolved Write-In
City Of Kerman					
0000015					
	Vote Center	10	58.82%	0	0.00%
	Vote by Mail	34	32.69%	0	0.00%
	Total	44	36.36%	0	0.00%
0000016					
	Vote Center	50	42.74%	0	0.00%
	Vote by Mail	184	39.07%	0	0.00%
	Total	234	39.80%	0	0.00%
0000017					
	Vote Center	18	20.93%	0	0.00%
	Vote by Mail	121	23.18%	0	0.00%
	Total	139	22.86%	0	0.00%
0000018					
	Vote Center	19	54.29%	0	0.00%
	Vote by Mail	60	46.51%	0	0.00%
	Total	79	48.17%	0	0.00%
0000019					
	Vote Center	2	40.00%	0	0.00%
	Vote by Mail	4	19.05%	0	0.00%
	Total	6	23.08%	0	0.00%
0000020					
	Vote Center	17	18.09%	0	0.00%
	Vote by Mail	80	22.99%	0	0.00%
	Total	97	21.95%	0	0.00%
0000021					
	Vote Center	34	33.01%	0	0.00%
	Vote by Mail	167	33.94%	0	0.00%
	Total	201	33.78%	0	0.00%

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
0000022				
Vote Center	0	2	0	0
Vote by Mail	0	2	0	0
Total	0	2	0	0
City Of Kerman - Total	2,739	7,084	194	1
City - Total	2,739	7,084	194	1

Precinct	JUAN M. VILLARRREAL	MARIA PACHECO
0000022		
Vote Center	0	0
Vote by Mail	0	0
Total	0	0
City Of Kerman - Total	830	914
City - Total	830	914
	32.63%	35.93%
	32.63%	35.93%

Precinct	KEVIN W. NEHRING		Write-In		Total Votes	Unresolved Write-In
0000022						
	Vote Center	0	0	0	0	0
	Vote by Mail	0	0	0	0	0
	Total	0	0	0	0	0
	City Of Kerman - Total	800	31.45%	0	0.00%	2,544
	City - Total	800	31.45%	0	0.00%	2,544
						0

Kerman City Council No 1 (Vote for 1)

Precinct	City	Times Cast	Registered Voters	Undervotes	Overvotes
City Of Kerman					
0000015					
	Vote Center	17	326	1	0
	Vote by Mail	110	326	17	0
	Total	127	326	18	0
0000016					
	Vote Center	125	1,543	22	0
	Vote by Mail	498	1,543	57	0
	Total	623	1,543	79	0
	City Of Kerman - Total	750	1,869	97	0
	City - Total	750	1,869	97	0

Precinct	City	GARY K. YEP	Write-in	Total Votes
City Of Kerman				
0000015				
	Vote Center	16	100.00%	16
	Vote by Mail	93	100.00%	93
	Total	109	100.00%	109
0000016				
	Vote Center	103	100.00%	103
	Vote by Mail	441	100.00%	441
	Total	544	100.00%	544
	City Of Kerman - Total	653	100.00%	653
	City - Total	653	100.00%	653

Precinct	Write-In
City	
City Of Kerman	
0000015	
Vote Center	0
Vote by Mail	0
Total	0
0000016	
Vote Center	0
Vote by Mail	0
Total	0
City Of Kerman - Total	0
City - Total	0

Kerman City Council No 3 (Vote for 1)

Precinct	City	Times Cast	Registered Voters	Undervotes	Overvotes
City Of Kerman					
0000020					
	Vote Center	103	1,506	27	0
	Vote by Mail	367	1,506	57	0
	Total	470	1,506	84	0
0000022					
	Vote Center	0	2	0	0
	Vote by Mail	0	2	0	0
	Total	0	2	0	0
	City Of Kerman - Total	470	1,508	84	0
	City - Total	470	1,508	84	0

Precinct	City	ISMAEL D. HERRERA	Write-in	Total Votes
City Of Kerman				
0000020				
	Vote Center	76	0	76
	Vote by Mail	310	0	310
	Total	386	0	386
0000022				
	Vote Center	0	0	0
	Vote by Mail	0	0	0
	Total	0	0	0
	City Of Kerman - Total	386	0	386
	City - Total	386	0	386

Precinct	Write-In
City	
City Of Kerman	
0000020	
Vote Center	0
Vote by Mail	0
Total	0
0000022	
Vote Center	0
Vote by Mail	0
Total	0
City Of Kerman - Total	0
City - Total	0

G. City of Kerman - Transient Occupancy Tax Measure (50% +1 to pass) (Vote for 1)

Precinct	City	Times Cast	Registered Voters	Undervotes	Overvotes	YES	ON	Total Votes
City Of Kerman								
0000015								
	Vote Center	17	326	0	0	10	7	17
	Vote by Mail	110	326	1	0	60	49	109
	Total	127	326	1	0	70	56	126
0000016								
	Vote Center	125	1,543	2	0	64	59	123
	Vote by Mail	498	1,543	12	0	306	180	486
	Total	623	1,543	14	0	370	239	609
0000017								
	Vote Center	95	1,797	5	0	44	46	90
	Vote by Mail	571	1,797	18	0	364	189	553
	Total	666	1,797	23	0	408	235	643
0000018								
	Vote Center	37	424	1	0	17	19	36
	Vote by Mail	151	424	5	0	104	42	146
	Total	188	424	6	0	121	61	182
0000019								
	Vote Center	5	127	0	0	2	3	5
	Vote by Mail	22	127	1	0	15	6	21
	Total	27	127	1	0	17	9	26
0000020								
	Vote Center	103	1,506	4	0	46	53	99
	Vote by Mail	367	1,506	7	0	253	107	360
	Total	470	1,506	11	0	299	160	459
0000021								
	Vote Center	109	1,359	4	0	55	50	105
	Vote by Mail	529	1,359	19	0	316	194	510
	Total	638	1,359	23	0	371	244	615

Precinct	City	Unresolved Write-In
City Of Kerman		
0000015		
	Vote Center	0
	Vote by Mail	0
	Total	0
0000016		
	Vote Center	0
	Vote by Mail	0
	Total	0
0000017		
	Vote Center	0
	Vote by Mail	0
	Total	0
0000018		
	Vote Center	0
	Vote by Mail	0
	Total	0
0000019		
	Vote Center	0
	Vote by Mail	0
	Total	0
0000020		
	Vote Center	0
	Vote by Mail	0
	Total	0
0000021		
	Vote Center	0
	Vote by Mail	0
	Total	0

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
0000022				
Vote Center	0	2	0	0
Vote by Mail	0	2	0	0
Total	0	2	0	0
City Of Kerman - Total	2,739	7,084	79	0
City - Total	2,739	7,084	79	0

Precinct	YES	ON	Total Votes
0000022			
Vote Center	0	0	0
Vote by Mail	0	0	0
Total	0	0	0
City Of Kerman - Total	1,656	1,004	2,660
City - Total	1,656	1,004	2,660

Precinct	Unresolved Write-In
0000022	
Vote Center	0
Vote by Mail	0
Total	0
City Of Kerman - Total	0
City - Total	0



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, November 9, 2022 at 6:00 PM

Kerman City Hall, 850 S. Madera Avenue, Kerman, CA 93630

1. OPENING CEREMONIES

A. Welcome - Mayor

B. Call to Order

6:00 p.m.

C. Roll Call

All present.

D. Invocation

City Clerk.

E. Pledge of Allegiance

Performed.

2. AGENDA APPROVAL / ADDITIONS / DELETIONS

Motion made by Council Member Nehring, Seconded by Council Member Herrera. Voting Yea: Mayor Yep, Council Member Nijjer, Council Member Coleman

3. PRESENTATIONS / CEREMONIAL MATTERS

A. Economic Development Corporation - Good Jobs Program (JAJ)

Presented.

4. REQUEST TO ADDRESS COUNCIL

None.

5. CONSENT CALENDAR

Motion made by Council Member Nehring, Seconded by Council Member Nijjer. Voting Yea: Mayor Yep, Council Member Coleman, Council Member Herrera

A. SUBJECT: Minutes October 26, 2022

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll Report 09/18/22 - 10/01/22: \$175,096.04; Retro Pay & Other: \$2,839.97; Overtime: \$11,867.83; Standby: \$1,251.97; Comp Time Earned: 25.80

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants

1. Nos. 25338-25397 \$418,079.32 ACH \$83,761.61

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented.

(Pursuant to Government Code 37208)

D. SUBJECT: Remote City Council Meetings Under New Brown Act Requirements (AB 361) (MR)

RECOMMENDATION: Council by motion adopt resolution reauthorizing remote teleconference public meetings by the City Council and all boards, commissions, and standing committees of the City in accordance with Assembly Bill 361.

Res 22-80

6. PUBLIC HEARINGS**A. SUBJECT: Tentative Parcel Map 2022-01, Shakti Land Investments (JRO)**

RECOMMENDATION: Council Adopt a Resolution Approving Tentative Parcel Map 2022-01, APN: 023-220-78S and Associated Finding of Exemption Under Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183

Motion made by Council Member Herrera, Seconded by Council Member Nehring. Voting Yea: Mayor Yep, Council Member Nijjer, Council Member Coleman

Res 22-81

7. DEPARTMENT REPORTS**A. SUBJECT: User and Regulatory Fee Study Outcomes and Recommendations (JA)**

RECOMMENDATION: Council Consider the following:

1. Receive Report and Recommend Fee Increases and Provide feedback regarding presentation of study findings and initial recommendations.
2. Direct staff to schedule a public hearing to formally consider fee adjustments.

Presented.

B. SUBJECT: Authority for Deferral of Impact Fees for Commercial Development and Approval of Agreement with Aloo, LLC for Deferral of Development Impact Fees for Site Plan Review 2021-10, Until Certificate of Occupancy (JRO)

RECOMMENDATION: It is recommended that the City Council adopt two resolutions: (1) Resolution Authorizing Deferral of Impact Fees for Commercial Development; and (2) Resolution Approving an Agreement for Deferral of Development Impact Fees Between the City of Kerman and Aloo, LLC.

Motion made by Council Member Nehring, Seconded by Council Member Nijjer. Voting Yea: Mayor Yep, Council Member Coleman, Council Member Herrera

Res 22-82

Res 22-83

- C. **SUBJECT:** Pre-Approved Accessory Dwelling Unit Standard Plans Program and Homeowner's Guide (JRO)

RECOMMENDATION: Council Approve a Resolution Adopting Pre-Approved Accessory Dwelling Unit Standard Plans Program and Homeowner's Guide and Directing Staff to Initiate the Program Upon Date of Approval

Motion made by Council Member Herrera, Seconded by Council Member Nijjer. Voting Yea: Mayor Yep, Council Member Coleman, Council Member Nehring

Res 22-84

- D. **SUBJECT:** Budget Adjustments for 1st Quarter Fiscal Year 2022-2023 (JA)

RECOMMENDATION: Council review and adopt resolution amending Fiscal Year 2022-2023 Budget.

Motion made by Council Member Nehring, Seconded by Council Member Nijjer. Voting Yea: Mayor Yep, Council Member Coleman, Council Member Herrera

Res 22-85

- E. **SUBJECT:** Award of Contract for the Well No. 14 Emergency Generator to James Day Construction, Inc. dba Coastal Mountain Electric (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding the contract for the Well No. 14 Emergency Generator to James Day Construction, Inc. dba Coastal Mountain Electric in the amount of \$899,989.00 and authorize the City Manager to sign the contract.

Motion made by Council Member Nehring, Seconded by Council Member Nijjer. Voting Yea: Mayor Yep, Council Member Coleman, Council Member Herrera

Res 22-86

- F. **SUBJECT:** Consideration of Special Called Meeting (MR)

RECOMMENDATION: Council discuss and consider scheduling a special called meeting regarding remote teleconference public meetings.

No special meeting scheduled.

8. CITY MANAGER / STAFF COMMUNICATIONS

9. MAYOR / COUNCIL REPORTS

10. CLOSED SESSION

Recess 7:55 p.m.

- A. Conference with Legal Counsel – Existing Litigation pursuant to Government Code Section 549556.9 Name of Case: City of Kerman v. The Dow Chemical Company; Shell Oil Company, also doing business as Shell Chemical Company; Occidental Chemical Corporation; FMC Corporation; Puregro Company; Wilbur-Ellis Company; J.R. Simplot Company; Nutrien Ag Solutions, Inc., formerly known as CROP PRODUCTION SERVICES, INC.; and DOES 1 through 300, INCLUSIVE.

Reconvene 8:20 p.m.

No reportable action.

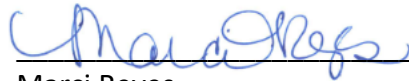
11. ADJOURNMENT

8:21 p.m.

MINUTES CERTIFICATION

I, MARCI REYES, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that the above Minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at Kerman City Hall, 850 S. Madera Ave, Kerman, CA.

Date: November 10, 2022



Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 2, 2022 - October 15, 2022

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>										
Alvarez, Josefina	\$ 3,572.18	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,572.18	-
Camacho, Josie	\$ 2,515.54	\$ 924.58	-	\$ -	-	\$ -	-	\$ -	\$ 3,440.12	0.38
Cheema, Akayla	\$ 1,178.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,178.31	-
Gonzalez, Diana	\$ 3,553.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,553.84	-
Jansons, John	\$ 6,678.60	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,678.60	-
Linares, Vanessa	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
Lopez, Jacqueline	\$ 2,221.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,221.08	-
Mendoza Hernandez, Ariana	\$ 1,751.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,751.23	0.75
Mendoza, Gabriela	\$ 2,019.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,019.38	-
Reyes, Marcia	\$ 3,669.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,669.51	-
Sandoval, Veronica	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
TOTAL	\$ 30,147.98	\$ 924.58	-	\$ -	-	\$ -	-	\$ -	\$ 31,072.56	1.13
<u>REC/SOCIAL</u>										
Arredondo, Raquel	\$ 62.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 62.00	-
Brar, Manreet	\$ 105.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 105.00	-
Burdine-Slaven, Jeanna	\$ 2,248.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,248.62	3.75
Espindola, Martin	\$ 183.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 183.75	-
Flores, Haley	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	3.75
Garcia, Anthony	\$ 1,370.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,370.31	-
Hurlbert, Ronald	\$ 487.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 487.50	-
Jauriqui, Jose	\$ 560.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 560.00	-
Johnson, Theresa	\$ 3,970.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,970.77	-
Lujan, Vanessa	\$ 204.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 204.00	-
Martinez, Aylah	\$ 585.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 585.00	-
Martinez, Jeness	\$ 303.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 303.75	-
Negrete, Dean	\$ 1,511.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,511.08	-
Pena, Mercedes	\$ 330.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 330.00	-
Reyes, Madison	\$ 97.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 97.50	-
Ruiz, Rosalba	\$ 608.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 608.00	-
Salvador, Mark	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Sidhu, Nirmal	\$ 2,054.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,054.77	-
Silva, Jessica	\$ 382.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 382.50	-
Tovar, Jessica	\$ 180.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 180.00	-
Villarreal, Arlene	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
TOTAL	\$ 22,027.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,027.56	7.50
<u>POLICE</u>										
Antuna, Miguel	\$ 2,714.12	\$ -	12.50	\$ 436.20	-	\$ -	-	\$ -	\$ 3,150.32	-
Arciga, Jose	\$ 2,358.91	\$ -	10.00	\$ 416.77	-	\$ -	-	\$ -	\$ 2,775.68	-
Barbosa, Isaias	\$ 2,839.65	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,839.65	-
Barcoma, Wilbert	\$ 4,272.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,272.23	-
Barra, Brenden	\$ 2,031.42	\$ -	10.00	\$ 351.59	-	\$ -	-	\$ -	\$ 2,383.02	-
Belding, Jeff	\$ 3,578.45	\$ -	12.00	\$ 761.45	-	\$ -	-	\$ -	\$ 4,339.91	-
Castro, Jaclynn	\$ 2,031.42	\$ -	12.00	\$ 421.91	-	\$ -	-	\$ -	\$ 2,453.34	-
Chapman, Tom	\$ 3,435.42	\$ -	12.00	\$ 722.77	-	\$ -	-	\$ -	\$ 4,158.19	-
Clark, Patrick	\$ 2,214.50	\$ -	14.00	\$ 553.62	-	\$ -	-	\$ -	\$ 2,768.12	-
Coronado, Krystal	\$ 2,018.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,018.15	-
Corrales, Edith	\$ 840.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 840.00	-
Cubillos, Theresa	\$ 2,764.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,764.38	-
Davis, Jeff	\$ 3,636.09	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,636.09	-
Gallegos, Eric	\$ 2,418.52	\$ -	11.50	\$ 491.53	-	\$ -	-	\$ -	\$ 2,910.04	-
Gempis, Danzel	\$ 1,451.07	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,451.07	-
Golden, John	\$ 5,004.95	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,004.95	-
Gutierrez, Gloria	\$ 2,135.40	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,135.40	-
Inthasone, Bryant	\$ 1,875.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,875.23	-
Leonard, Thomas	\$ 1,875.23	\$ -	6.75	\$ 223.24	-	\$ -	-	\$ -	\$ 2,098.47	9.00
Levandusky, James	\$ 2,342.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,342.13	-
Lopez, Matt	\$ 956.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 956.25	-
Lozano, Daniel	\$ 1,521.20	\$ -	6.50	\$ 213.92	-	\$ -	-	\$ -	\$ 1,735.12	-
Lozano, Patricia	\$ 1,257.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,257.23	-

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 2, 2022 - October 15, 2022

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Mendoza, Sandra	\$ 3,003.00	\$ -	4.50	\$ 239.30	-	\$ -	-	\$ -	\$ 3,242.30	-
Molina, Jesus	\$ 2,305.19	\$ -	12.00	\$ 488.61	-	\$ -	-	\$ -	\$ 2,793.81	-
Quintanilla, Rodolfo	\$ 2,080.65	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,080.65	-
Rodrigues, Mary	\$ 2,257.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,257.69	-
Ruiz, Jose	\$ 1,937.73	\$ -	18.00	\$ 602.75	-	\$ -	-	\$ -	\$ 2,540.48	-
Seroka, Dylan	\$ 2,776.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,776.62	10.50
Vasquez, Francisco	\$ 1,512.35	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,512.35	-
Velez, Bernice	\$ 1,645.36	\$ -	0.50	\$ 15.43	-	\$ -	-	\$ -	\$ 1,660.79	1.50
TOTAL:	\$ 73,090.55	\$ -	142.25	\$ 5,939.10	-	\$ -	\$ -	\$ -	\$ 79,029.66	21.00

PUBLIC WORKS

Arrellano, Antonio	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Barajas, Michael	\$ 3,412.78	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,412.78	-
Camacho, Armando	\$ 1,636.31	\$ -	22.00	\$ 743.58	-	\$ -	32.00	\$ 634.52	\$ 3,014.41	-
Castro, Joseph	\$ 2,818.52	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,818.52	-
Cervantes, Pedro	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Garcia, Destiny	\$ 1,715.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.23	-
Garcia, Guadalupe	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Gastelum, Humberto	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Guizar, Jesus	\$ 1,303.17	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,303.17	-
Gutierrez Olivarez, Norberto	\$ 1,370.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,370.31	-
Hernandez, Julian	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Isaak, Denise	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
Jimenez, Gabriela	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Kaur, Harmeen	\$ 1,681.17	\$ -	3.50	\$ 71.36	-	\$ -	-	\$ -	\$ 1,752.53	2.25
Lopez, Josue	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Morales, Andres	\$ 1,636.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,636.31	-
Ortiz, Carlos	\$ 1,825.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,825.08	-
Perez, Ruben Lopez	\$ 1,665.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,665.69	-
Ramirez, Manuel	\$ 2,516.00	\$ -	1.00	\$ 47.17	-	\$ -	-	\$ -	\$ 2,563.17	-
Rivera, Coty	\$ 2,057.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,057.54	4.50
Rodriguez, Eduardo	\$ 1,305.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,305.23	-
Sanchez, Daniel	\$ 2,507.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,507.48	-
Soto, Samuel	\$ 1,757.34	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,757.34	-
Tinoco, Alfonso	\$ 2,210.46	\$ -	30.50	\$ 1,147.75	-	\$ -	32.00	\$ 864.18	\$ 4,222.39	-
TOTAL	\$ 45,773.63	\$ -	57.00	\$ 2,009.87	-	\$ -	64.00	\$ 1,498.71	\$ 49,282.21	6.75

PLANNING

Campos, Manuel	\$ 1,759.54	\$ -	1.00	\$ 21.37	-	\$ -	-	\$ -	\$ 1,780.91	-
Martinez, Mabel	\$ 1,889.69	\$ -	1.00	\$ 34.49	-	\$ -	-	\$ -	\$ 1,924.19	3.00
Orozco, Jesus	\$ 3,593.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,593.15	-
TOTAL	\$ 7,242.38	\$ -	2.00	\$ 55.86	\$ -	\$ -	\$ -	\$ -	\$ 7,298.25	\$ 3.00

PLANNING

Bandy, R	\$ 75.00
Molloy, Cory	\$ 75.00
Jones, C	\$ 75.00
Nunez, M	\$ 75.00
Felker, R	\$ 75.00
Bishop, S	\$ 75.00
Villar, Victor	\$ 75.00

COUNCIL

Yep, G	\$ 125.00
Herrera, I	\$ 125.00
Nijjer, B	\$ -
Coleman, J	\$ 125.00
Nehring, K	\$ 125.00

	Total	\$ 525.00	Total				\$ 500.00			
GRAND TOTAL:	\$179,307.12	\$924.58	201.25	\$8,004.83	-	\$0.00	64.00	\$1,498.71	\$ 189,735.24	39.38

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 16, 2022 - October 29, 2022

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>										
Alvarez, Josefina	\$ 3,572.18	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,572.18	-
Camacho, Josie	\$ 2,515.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,515.54	-
Cheema, Akayla	\$ 2,356.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,356.62	-
Gonzalez, Diana	\$ 3,553.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,553.84	-
Jansons, John	\$ 6,678.60	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,678.60	-
Linares, Vanessa	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
Lopez, Jacqueline	\$ 2,221.08	\$ -	0.75	\$ 30.53	-	\$ -	-	\$ -	\$ 2,251.61	-
Mendoza Hernandez, Ariana	\$ 1,751.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,751.23	6.00
Mendoza, Gabriela	\$ 2,019.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,019.38	-
Reyes, Marcia	\$ 3,669.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,669.51	-
Sandoval, Veronica	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
TOTAL	\$ 31,326.29	\$ -	0.75	\$ 30.53	-	\$ -	-	\$ -	\$ 31,356.82	6.00
<u>REC/SOCIAL</u>										
Acosta-Parra, Melany	\$ 112.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 112.50	-
Brar, Manreet	\$ 217.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 217.50	-
Burdine-Slaven, Jeanna	\$ 2,248.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,248.62	15.00
Escamilla, Paloma	\$ 105.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 105.00	-
Espindola, Martin	\$ 150.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 150.00	-
Flores, Haley	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	15.00
Garcia, Anthony	\$ 1,370.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,370.31	-
Hurlbert, Ronald	\$ 431.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 431.25	-
Jauriqui, Jose	\$ 576.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 576.00	-
Johnson, Theresa	\$ 3,186.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,186.62	-
Lujan, Vanessa	\$ 136.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 136.00	-
Martinez, Aylah	\$ 577.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 577.50	-
Martinez, Jeness	\$ 277.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 277.50	-
Martinez Lopez, Jose	\$ 90.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 90.00	-
Negrete, Dean	\$ 1,511.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,511.08	-
Pena, Mercedes	\$ 360.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 360.00	-
Reyes, Madison	\$ 97.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 97.50	-
Ruiz, Rosalba	\$ 608.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 608.00	-
Salvador, Mark	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Sidhu, Nirmal	\$ 2,054.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,054.77	-
Silva, Jessica	\$ 270.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 270.00	-
Villarreal, Arlene	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
TOTAL	\$ 21,163.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,163.16	30.00
<u>POLICE</u>										
Antuna, Miguel	\$ 2,714.12	\$ -	14.50	\$ 702.76	-	\$ -	-	\$ -	\$ 3,416.89	-
Arciga, Jose	\$ 2,358.91	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,358.91	-
Barbosa, Isaias	\$ 2,839.65	\$ -	-	\$ -	-	\$ -	3.50	\$ 29.32	\$ 2,868.97	-
Barcoma, Wilbert	\$ 4,272.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,272.23	-
Barra, Brenden	\$ 2,031.42	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.42	-
Belding, Jeff	\$ 3,578.45	\$ -	11.00	\$ 698.00	-	\$ -	-	\$ -	\$ 4,276.45	-
Castro, Jaclynn	\$ 2,031.42	\$ -	24.00	\$ 843.82	-	\$ -	-	\$ -	\$ 2,875.25	-
Chapman, Tom	\$ 3,435.42	\$ -	20.00	\$ 1,204.62	-	\$ -	-	\$ -	\$ 4,640.04	-
Clark, Patrick	\$ 2,214.50	\$ -	12.00	\$ 474.54	-	\$ -	-	\$ -	\$ 2,689.03	-
Coronado, Krystal	\$ 2,018.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,018.15	-
Corrales, Edith	\$ 700.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 700.00	-
Cubillos, Theresa	\$ 2,764.38	\$ -	8.25	\$ 271.50	-	\$ -	-	\$ -	\$ 3,035.89	-
Davis, Jeff	\$ 3,636.09	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,636.09	-
Gallegos, Eric - FINAL PAY	\$ 10,661.40	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 10,661.40	-
Gempis, Danzel	\$ 1,875.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,875.23	-
Golden, John	\$ 5,004.95	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,004.95	-
Gutierrez, Gloria	\$ 2,135.40	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,135.40	-
Inthasone, Bryant	\$ 1,875.23	\$ -	8.00	\$ 267.89	-	\$ -	-	\$ -	\$ 2,143.12	-
Leonard, Thomas	\$ 1,875.23	\$ -	7.00	\$ 156.27	-	\$ -	-	\$ -	\$ 2,031.50	-
Levandusky, James	\$ 2,342.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,342.13	-
Lopez, Matt	\$ 1,136.88	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,136.88	-
Lozano, Daniel	\$ 1,521.20	\$ -	3.50	\$ 99.83	-	\$ -	-	\$ -	\$ 1,621.03	1.50

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 16, 2022 - October 29, 2022

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Lozano, Patricia	\$ 1,257.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,257.23	-
Mendoza, Sandra	\$ 3,003.00	\$ -	16.50	\$ 877.45	-	\$ -	-	\$ -	\$ 3,880.44	-
Molina, Jesus	\$ 2,305.19	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,305.19	18.00
Quintanilla, Rodolfo	\$ 2,080.65	\$ -	9.50	\$ 342.36	-	\$ -	-	\$ -	\$ 2,423.01	-
Rodrigues, Mary	\$ 2,257.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,257.69	-
Ruiz, Jose	\$ 1,937.73	\$ -	13.00	\$ 435.32	-	\$ -	-	\$ -	\$ 2,373.05	-
Seroka, Dylan	\$ 2,776.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,776.62	-
Torres, Karina - FINAL PAY	\$ 136.68	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 136.68	-
Vasquez, Francisco	\$ 1,947.11	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,947.11	-
Velez, Bernice	\$ 1,645.36	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,645.36	-
TOTAL:	\$ 82,369.67	\$ -	147.25	\$ 6,374.36	-	\$ -	\$ 3.50	29.32	\$ 88,773.35	19.50

PUBLIC WORKS

Arrellano, Antonio	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Barajas, Michael	\$ 3,412.78	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,412.78	-
Camacho, Armando	\$ 1,636.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,636.31	-
Castro, Joseph	\$ 2,818.52	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,818.52	-
Cervantes, Pedro	\$ 1,420.31	\$ -	24.50	\$ 706.56	-	\$ -	32.00	\$ 548.12	\$ 2,675.00	-
Garcia, Destiny	\$ 1,715.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.23	-
Garcia, Guadalupe	\$ 1,420.31	\$ -	0.50	\$ 12.85	-	\$ -	-	\$ -	\$ 1,433.15	-
Gastelum, Humberto	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Guizar, Jesus	\$ 1,304.80	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,304.80	-
Gutierrez Olivarez, Norberto	\$ 1,370.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,370.31	-
Hernandez, Julian	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Isaak, Denise	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
Jimenez, Gabriela	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Kaur, Harmeen	\$ 1,831.89	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,831.89	3.75
Lopez, Josue	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	0.75
Morales, Andres	\$ 1,636.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,636.31	6.00
Ortiz, Carlos	\$ 1,825.08	\$ -	24.50	\$ 909.73	-	\$ -	32.00	\$ 710.03	\$ 3,444.83	-
Perez, Ruben Lopez	\$ 1,665.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,665.69	-
Ramirez, Manuel	\$ 2,516.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,516.00	-
Rivera, Coty	\$ 2,057.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,057.54	-
Rodriguez, Eduardo	\$ 1,305.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,305.23	-
Sanchez, Daniel	\$ 2,507.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,507.48	-
Soto, Samuel	\$ 1,757.34	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,757.34	-
Tinoco, Alfonso	\$ 2,210.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,210.46	-
TOTAL	\$ 45,925.99	\$ -	49.50	\$ 1,629.14	-	\$ -	64.00	\$ 1,258.15	\$ 48,813.28	10.50

PLANNING

Campos, Manuel	\$ 1,759.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,759.54	-
Martinez, Mabel	\$ 1,889.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,889.69	-
Orozco, Jesus	\$ 3,593.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,593.15	-
TOTAL	\$ 7,242.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,242.38	\$ -

PLANNING

Bandy, R	\$ -
Molloy, Cory	\$ -
Jones, C	\$ -
Nunez, M	\$ -
Felker, R	\$ -
Bishop, S	\$ -
Villar, Victor	\$ -

COUNCIL

Yep, G	\$ 125.00
Herrera, I	\$ -
Nijjer, B	\$ 125.00
Coleman, J	\$ 125.00
Nehring, K	\$ 125.00

	Total	\$	-	Total				\$	500.00	
GRAND TOTAL:	\$188,527.49	\$0.00	197.50	\$8,034.03	-	\$0.00	67.50	\$1,287.47	\$ 197,848.99	66.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 30, 2022 - November 12, 2022

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>										
Alvarez, Josefina	\$ 3,572.18	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,572.18	-
Camacho, Josie	\$ 2,515.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,515.54	-
Cheema, Akayla	\$ 2,356.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,356.62	-
Gonzalez, Diana	\$ 3,553.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,553.84	-
Jansons, John	\$ 6,678.60	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,678.60	-
Linares, Vanessa	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
Lopez, Jacqueline	\$ 2,221.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,221.08	-
Mendoza Hernandez, Ariana	\$ 1,751.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,751.23	-
Mendoza, Gabriela	\$ 2,019.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,019.38	-
Reyes, Marcia	\$ 3,669.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,669.51	-
Sandoval, Veronica	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
TOTAL	\$ 31,326.29	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 31,326.29	-
<u>REC/SOCIAL</u>										
Brar, Manreet	\$ 52.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 52.50	-
Burdine-Slaven, Jeanna	\$ 2,248.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,248.62	3.75
Espindola, Martin	\$ 60.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 60.00	-
Flores, Haley	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	3.75
Garcia, Anthony	\$ 1,370.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,370.31	-
Hurlbert, Ronald	\$ 382.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 382.50	-
Jauriqui, Jose	\$ 576.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 576.00	-
Johnson, Theresa	\$ 3,186.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,186.62	-
Martinez, Aylah	\$ 532.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 532.50	-
Martinez, Jeness	\$ 236.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 236.25	-
Martinez Lopez, Jose	\$ 435.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 435.00	-
Negrete, Dean	\$ 1,511.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,511.08	-
Pena, Mercedes	\$ 255.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 255.00	-
Ruiz, Rosalba	\$ 608.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 608.00	-
Salvador, Mark	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Sidhu, Nirmal	\$ 2,054.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,054.77	-
Silva, Jessica	\$ 382.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 382.50	-
Villarreal, Arlene	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	3.00
TOTAL	\$ 20,674.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,674.66	10.50
<u>POLICE</u>										
Antuna, Miguel	\$ 2,714.12	\$ -	9.50	\$ 460.43	8.00	\$ 129.24	-	\$ -	\$ 3,303.80	-
Arciga, Jose	\$ 2,358.91	\$ -	-	\$ -	12.00	\$ 166.71	-	\$ -	\$ 2,525.62	-
Barbosa, Isaias	\$ 2,839.65	\$ -	10.00	\$ 502.62	12.00	\$ 201.05	-	\$ -	\$ 3,543.31	3.75
Barcoma, Wilbert	\$ 4,272.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,272.23	-
Barra, Brenden	\$ 2,031.42	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.42	0.75
Belding, Jeff	\$ 3,578.45	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,578.45	-
Castro, Jaclynn	\$ 2,031.42	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.42	-
Chapman, Tom	\$ 3,435.42	\$ -	9.00	\$ 542.08	12.00	\$ 240.92	8.00	\$ 80.31	\$ 4,298.73	-
Clark, Patrick	\$ 2,214.50	\$ -	5.50	\$ 217.50	10.50	\$ 138.41	-	\$ -	\$ 2,570.40	-
Coronado, Krystal	\$ 1,573.67	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,573.67	-
Corrales, Edith	\$ 796.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 796.25	-
Cubillos, Theresa	\$ 2,764.38	\$ -	-	\$ -	8.50	\$ 139.86	-	\$ -	\$ 2,904.25	-
Davis, Jeff	\$ 3,636.09	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,636.09	-
Gempis, Danzel	\$ 1,875.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,875.23	-
Golden, John	\$ 5,004.95	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,004.95	-
Gutierrez, Gloria	\$ 2,135.40	\$ -	7.15	\$ 280.95	-	\$ -	-	\$ -	\$ 2,416.35	-
Inthasone, Bryant	\$ 1,875.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,875.23	-
Leonard, Thomas	\$ 1,875.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,875.23	-
Levandusky, James	\$ 2,342.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,342.13	-
Lopez, Matt	\$ 892.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 892.50	-
Lozano, Daniel	\$ 1,521.20	\$ -	6.00	\$ 199.66	-	\$ -	-	\$ -	\$ 1,720.86	-
Lozano, Patricia	\$ 1,257.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,257.23	-
Mendoza, Sandra	\$ 3,003.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,003.00	-
Molina, Jesus	\$ 2,305.19	\$ -	3.00	\$ 122.15	12.00	\$ 162.87	-	\$ -	\$ 2,590.22	33.00
Quintanilla, Rodolfo	\$ 2,080.65	\$ -	12.00	\$ 432.46	12.00	\$ 144.15	-	\$ -	\$ 2,657.26	-
Rodrigues, Mary	\$ 2,257.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,257.69	-

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 30, 2022 - November 12, 2022

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Ruiz, Jose	\$ 1,937.73	\$ -	23.00	\$ 770.18	12.00	\$ 133.95	-	\$ -	\$ 2,841.86	-
Seroka, Dylan	\$ 2,776.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,776.62	-
Vasquez, Francisco	\$ 1,947.11	\$ -	-	\$ -	12.00	\$ 137.29	-	\$ -	\$ 2,084.41	-
Velez, Bernice	\$ 1,645.36	\$ -	7.00	\$ 215.95	-	\$ -	-	\$ -	\$ 1,861.32	-
TOTAL:	\$ 70,978.99	\$ -	92.15	\$ 3,743.97	111.00	\$ 1,594.45	\$ 8.00	80.31	\$ 76,397.73	37.50

PUBLIC WORKS

Arrellano, Antonio	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Barajas, Michael	\$ 3,412.78	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,412.78	-
Camacho, Armando	\$ 1,636.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,636.31	-
Castro, Joseph	\$ 2,818.52	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,818.52	-
Cervantes, Pedro	\$ 1,324.39	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,324.39	-
Garcia, Destiny	\$ 1,715.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.23	-
Garcia, Guadalupe	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Gastelum, Humberto	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Guizar, Jesus	\$ 1,174.32	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,174.32	-
Gutierrez Olivarez, Norberto	\$ 1,370.31	\$ -	27.50	\$ 847.88	-	\$ -	33.00	\$ 565.25	\$ 2,783.44	-
Hernandez, Julian	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Isaak, Denise	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
Jimenez, Gabriela	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Kaur, Harmeen	\$ 1,848.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,848.64	-
Lopez, Josue	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	1.50
Morales, Andres	\$ 1,636.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,636.31	-
Ortiz, Carlos	\$ 1,825.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,825.08	-
Perez, Ruben Lopez	\$ 1,665.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,665.69	-
Ramirez, Manuel	\$ 2,516.00	\$ -	29.50	\$ 1,529.26	-	\$ -	33.00	\$ 1,037.85	\$ 5,083.10	-
Rivera, Coty	\$ 2,057.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,057.54	1.50
Rodriguez, Eduardo	\$ 1,174.71	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,174.71	-
Sanchez, Daniel	\$ 2,507.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,507.48	3.00
Soto, Samuel	\$ 1,757.34	\$ -	2.00	\$ 64.03	-	\$ -	-	\$ -	\$ 1,821.36	-
Tinoco, Alfonso	\$ 2,210.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,210.46	-
TOTAL	\$ 45,585.81	\$ -	59.00	\$ 2,441.16	-	\$ -	66.00	\$ 1,603.10	\$ 49,630.07	6.00

PLANNING

Campos, Manuel	\$ 1,759.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,759.54	-
Martinez, Mabel	\$ 1,889.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,889.69	-
Orozco, Jesus	\$ 3,593.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,593.15	-
TOTAL	\$ 7,242.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,242.38	\$ -

PLANNING

Bandy, R	\$ -
Molloy, Cory	\$ -
Jones, C	\$ -
Nunez, M	\$ -
Felker, R	\$ -
Bishop, S	\$ -
Villar, Victor	\$ -

COUNCIL

Yep, G	\$ 125.00
Herrera, I	\$ 125.00
Nijjer, B	\$ 125.00
Coleman, J	\$ 125.00
Nehring, K	\$ 125.00

	Total	\$ -	Total					\$ 625.00		
GRAND TOTAL:	\$176,433.13	\$0.00	151.15	\$6,185.13	111.00	\$1,594.45	74.00	\$1,683.41	\$ 185,896.12	54.00

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
Printed: 12/1/2022 3:26 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
25398	UB*01573	STEPHANIE AGUERO Refund Check 018713-000, 777 787 & 15210 S.	11/01/2022	150.00
Total for Check Number 25398:				150.00
25399	UB*01581	FRANCISCA ANTUNEZ Refund Check 018747-000, 14850 W C ST	11/01/2022	136.76
Total for Check Number 25399:				136.76
25400	UB*01577	WILMA BENNETT Refund Check 017358-000, 555 S JOSEPH AVE	11/01/2022	144.67
Total for Check Number 25400:				144.67
25401	UB*01575	TANYA BIBIOFF Refund Check 005050-002, 14200 W SUNSET / Refund Check 005050-002, 14200 W SUNSET / Refund Check 005050-002, 14200 W SUNSET / Refund Check 005050-002, 14200 W SUNSET /	11/01/2022	16.61 15.16 10.93 31.55
Total for Check Number 25401:				74.25
25402	UB*01574	ALEX BOGDANOV Refund Check 005461-006, 725 S 6TH ST APT Refund Check 005461-006, 725 S 6TH ST APT Refund Check 005461-006, 725 S 6TH ST APT Refund Check 005461-006, 725 S 6TH ST APT Refund Check 005461-006, 725 S 6TH ST APT	11/01/2022	0.38 23.93 12.83 17.80 1.44
Total for Check Number 25402:				56.38
25403	UB*01570	STELLA BORREGO Refund Check 016075-001, 937 S 12TH ST Refund Check 016075-001, 937 S 12TH ST Refund Check 016075-001, 937 S 12TH ST Refund Check 016075-001, 937 S 12TH ST Refund Check 016075-001, 937 S 12TH ST Refund Check 016075-001, 937 S 12TH ST Refund Check 016075-001, 937 S 12TH ST	11/01/2022	4.75 8.79 147.73 0.53 0.33 6.59 8.86
Total for Check Number 25403:				177.58
25404	UB*01567	GUADALUPE CAZARES Refund Check 016387-001, 398 S 2ND ST Refund Check 016387-001, 398 S 2ND ST Refund Check 016387-001, 398 S 2ND ST Refund Check 016387-001, 398 S 2ND ST Refund Check 016387-001, 398 S 2ND ST Refund Check 016387-001, 398 S 2ND ST Refund Check 016387-001, 398 S 2ND ST	11/01/2022	0.93 13.31 24.62 124.85 18.46 1.49 24.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 25404:	208.48
25405	BP-CENT	CENTURY COMMUNITIES	11/01/2022	
		Refund Check 015223-182, 14281 W EL MAR /		2.46
		Refund Check 015223-182, 14281 W EL MAR /		0.10
			Total for Check Number 25405:	2.56
25406	BP-CENT	CENTURY COMMUNITIES	11/01/2022	
		Refund Check 015223-193, 140 S MCKENNA /		0.53
		Refund Check 015223-193, 140 S MCKENNA /		32.53
			Total for Check Number 25406:	33.06
25407	BP-JOSE1	JOSEPH CROWN CONSTRUCTION	11/01/2022	
		Refund Check 014325-221, 175 N WALNUT AV		0.50
		Refund Check 014325-221, 175 N WALNUT AV		20.41
			Total for Check Number 25407:	20.91
25408	BP-JOSE1	JOSEPH CROWN CONSTRUCTION	11/01/2022	
		Refund Check 014325-209, 15793 W CRIMSON		3.83
		Refund Check 014325-209, 15793 W CRIMSON		0.28
			Total for Check Number 25408:	4.11
25409	BP-JOSE1	JOSEPH CROWN CONSTRUCTION	11/01/2022	
		Refund Check 014325-218, 123 N WALNUT AV		0.50
		Refund Check 014325-218, 123 N WALNUT AV		14.94
			Total for Check Number 25409:	15.44
25410	BP-JOSE1	JOSEPH CROWN CONSTRUCTION	11/01/2022	
		Refund Check 014325-177, 15847 W SAPPHIRE		0.23
		Refund Check 014325-177, 15847 W SAPPHIRE		7.63
			Total for Check Number 25410:	7.86
25411	UB*01578	COURTNEY LINDSEY	11/01/2022	
		Refund Check 007768-000, 602 S 2ND ST		14.51
		Refund Check 007768-000, 602 S 2ND ST		8.56
		Refund Check 007768-000, 602 S 2ND ST		11.87
		Refund Check 007768-000, 602 S 2ND ST		15.95
			Total for Check Number 25411:	50.89
25412	UB*01580	MAGDALENA SANDOVAL	11/01/2022	
		Refund Check 007420-000, 15794 W E ST		2.02
		Refund Check 007420-000, 15794 W E ST		2.72
		Refund Check 007420-000, 15794 W E ST		0.17
		Refund Check 007420-000, 15794 W E ST		1.46
		Refund Check 007420-000, 15794 W E ST		140.84
		Refund Check 007420-000, 15794 W E ST		2.69
		Refund Check 007420-000, 15794 W E ST		0.10
			Total for Check Number 25412:	150.00
25413	UB*01566	OBED SARAVIA	11/01/2022	
		Refund Check 016702-000, 14701 W C ST		122.55
			Total for Check Number 25413:	122.55

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for 11/1/2022:	1,355.50
25414	10014	ADMINISTRATIVE SOLUTIONS INC	11/04/2022	
	11012022	HR- NOVEMBER EMPLOYER FLEX PLAN		11,700.00
	A1027325	HR- NOVEMBER BLUE SHIELD PLAN ADM		900.00
	A1027325	HR- NOVEMBER 125 PLAN ADMIN		140.00
	A1027325A	HR- OCTOBER SEC 125 EMPLOYEE CONT		2,886.62
			Total for Check Number 25414:	15,626.62
25415	10033	AMERICAN WATER WORKS ASSOC	11/04/2022	
	SO6693	WTR- AWWA MEMBERSHIP DUES		487.00
			Total for Check Number 25415:	487.00
25416	12257	AMERITAS LIFE INSURANCE CORP	11/04/2022	
	102522	HR- CLAIMS FUNDING ENDING 10/22/22		763.15
			Total for Check Number 25416:	763.15
25417	12313	ARIES INDUSTRIES INC	11/04/2022	
	416675	BLDG- SUPPLIES FOR CAMERAS AT WWTI		668.73
			Total for Check Number 25417:	668.73
25418	11355	BADGER METER	11/04/2022	
	80110044	FIN- BEACON ANNUAL LICENSE AGREEM		450.00
	80110044	FIN- BEACON USER LOGIN ANNUAL LICEI		180.00
	80110044	FIN- BEACON USER LOGIN ANNUAL LICEI		180.00
	80110044	FIN- BEACON ANNUAL LICENSE AGREEM		450.00
	80110044	FIN- BEACON HOSTING SERV UNIT OCT 20		113.61
	80110044	FIN- BEACON HOSTING SERV UNIT OCT 20		113.61
			Total for Check Number 25418:	1,487.22
25419	10617	C A REDING CO INC	11/04/2022	
	648701	ADM- LANIER/IM C8000-CONTRACT 10/20/		6.24
	648701	ADM- LANIER/IM C8000-CONTRACT 10/20/		78.01
	648701	ADM- LANIER/IM C8000-CONTRACT 10/20/		24.96
	648701	ADM- LANIER/IM C8000-CONTRACT 10/20/		78.01
	648701	ADM- LANIER/IM C8000-CONTRACT 10/20/		78.01
	648701	ADM- LANIER/IM C8000-CONTRACT 10/20/		46.81
			Total for Check Number 25419:	312.04
25420	10078	CALIFORNIA STATE DISBURSEMENT	11/04/2022	
	200000001759283	C WITHHOLDING ORDER P/R DATE 11/04/2		305.07
			Total for Check Number 25420:	305.07
25421	10085	CDW GOVERNMENT	11/04/2022	
	DP80239	PD- TOUGH BOOKS- PART # CF-33RZ-OBK1		15,298.87
	DP80239	PD- RECYCLING FEE		16.00
			Total for Check Number 25421:	15,314.87
25422	11981	CENTRAL CALIFORNIA FOOD BANK	11/04/2022	
	AO-36529-1	CDBG- PURCHASE OF FOOD FOR COVID-1		3,447.75
			Total for Check Number 25422:	3,447.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
25423	11506 FC6910	CENTRAL VALLEY SWEEPING LLC STRT- STREET SWEEPING OCT 2022	11/04/2022	8,500.00
Total for Check Number 25423:				8,500.00
25424	10962 103122	TOM CHAPMAN PD- MILEAGE REIMBURSEMENT FTO UPD	11/04/2022	181.89
Total for Check Number 25424:				181.89
25425	10452	CITY OF FRESNO WMD	11/04/2022	
	COK2210048	WTR- WEEKLY LAB ANALYSIS		19.00
	COK2210048	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2210048	SWR WEEKLY LAB ANALYSIS		13.00
	COK2210048	SWR- WEEKLY LAB ANALYSIS		14.00
	COK2210048	WTR- WEEKLY LAB ANALYSIS		44.00
	COK2210048	SWR- WEEKLY LAB ANALYSIS		15.00
	COK2210048	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2210048	SWR- WEEKLY LAB ANALYSIS		4.00
Total for Check Number 25425:				187.00
25426	10148 0169209-IN	ENTENMANN-ROVIN CO PD- NEW CSO BADGE #3 NEW AC BADGE #	11/04/2022	280.68
Total for Check Number 25426:				280.68
25427	10151 1418631 14399566 14421147	EWING IRRIGATION PRODUCTS PARKS- IRRIGATION SUPPLIES MEDIANS- IRRIGATION SUPPLIES MEDIANS- IRRIGATION SUPPLIES	11/04/2022	598.66 159.28 847.60
Total for Check Number 25427:				1,605.54
25428	12312 102522	EXTREME CONNECTIONS VE REP- RADIO #1444	11/04/2022	500.46
Total for Check Number 25428:				500.46
25429	11724 11626	FACT AUTOMATED ENTRANCES INC CS- REPLACED 5 POSITION SWITCH- PART	11/04/2022	1,077.64
Total for Check Number 25429:				1,077.64
25430	11398 FRES-95552	FASTSIGNS WTR- CONSERVE WATER SIGN	11/04/2022	106.32
Total for Check Number 25430:				106.32
25431	10157 1747658	FERGUSON ENTERPRISES INC WTR- SUPPLIES FOR HYDRANT REPAIRS	11/04/2022	470.35
Total for Check Number 25431:				470.35
25432	12280 165487615 165487617	FIDELITY SECURITY LIFE INSURANCE HR- NOV VISION PREMIUM HR- NOV COBRA VISION PREMIUM	11/04/2022	739.27 12.87
Total for Check Number 25432:				752.14
25433	10185 9483267903	GRAINGER CS- FIRST AID KITS VEHICLES (6)- BLDG M	11/04/2022	94.68

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	9492412649	CS- HAND CLEANER DISPENSER- PARK M		113.46
			Total for Check Number 25433:	208.14
25434	11358 32576529 32576529	GREAT AMERICA FINANCIAL SERVICE BPO- LANIER/MP C3004- PLANNING BPO- LANIER/MP C3004- PLANNING	11/04/2022	175.92 175.91
			Total for Check Number 25434:	351.83
25435	12311 0567	GRIDIRON TRAINING INC PD- FTO TRAINING 40 HR WEBINAR OFFIC	11/04/2022	520.00
			Total for Check Number 25435:	520.00
25436	10191 CVW28471 CVW28489 CVW28519 CVW28539	H & J CHEVROLET INC VE REP- PTO SWITCH #1487 VE REP- PCV TUBE #1451 VE REP- BATTERY CABLE #1461 VE REP- GLOW PLUGS #1487	11/04/2022	33.33 14.73 112.63 254.05
			Total for Check Number 25436:	414.74
25437	10193 1029217253	HAVENS SECURITY INC CS- ACCESS CONTROL HOLDING CELLS T	11/04/2022	554.54
			Total for Check Number 25437:	554.54
25438	11154 1603-35	HEDRON ARCHITECTURE CS- DOG RUN DESIGN COORD CONST- AN	11/04/2022	1,040.00
			Total for Check Number 25438:	1,040.00
25439	10514 16721 16721	ICAD INC SWR- TROUBLESHOOT SCADA WTR- TROUBLESHOOT SCADA	11/04/2022	390.00 390.00
			Total for Check Number 25439:	780.00
25440	11120 PI-054147	INDUSTRIAL ELECTRICAL COMPANY SWR- EVALUATE HOMA PUMP	11/04/2022	550.00
			Total for Check Number 25440:	550.00
25441	10219 649651	JENSEN & PILEGARD INC VE EQUIP- ENGINE PULLEY FOR EDGER	11/04/2022	55.10
			Total for Check Number 25441:	55.10
25442	10222 688923	JERRY'S AUTOMOTIVE VE REP- REPAIR CIRCUIT CONTROL #1487	11/04/2022	190.00
			Total for Check Number 25442:	190.00
25443	10226 6024608	JORGENSEN & CO CS- FIRE ALARM REPAIR- BATTERY REPL/	11/04/2022	485.39
			Total for Check Number 25443:	485.39
25444	10234 110122	KERMAN FLORAL & GIFTS CC- DONATION FOR FALL EVENT	11/04/2022	360.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 25444:				360.00
25445	10239 22890	KERWEST INC WTR CONSRV- PROOF OF PUBLICATION- \	11/04/2022	655.80
Total for Check Number 25445:				655.80
25446	10251 2930	LIGHTHOUSE ELECTRIC INC BLDG- WWTP GATE REPAIR	11/04/2022	1,041.25
Total for Check Number 25446:				1,041.25
25447	10269 102822	MOUNTAIN VALLEY PEST CONTROL BLDG- PEST CONTROL- WWTP OFFICE	11/04/2022	40.00
Total for Check Number 25447:				40.00
25448	10282 273226592001 273227261001 273227262001	OFFICE DEPOT PD- OFFICE SUPPLIES PD- OFFICE SUPPLIES PD- OFFICE SUPPLIES	11/04/2022	81.59 28.64 39.22
Total for Check Number 25448:				149.45
25449	10289 2881141119-9 9081203718-3	P.G.& E. CS- CNG VEHICLES FUEL- OCT 2022 CS- KATEYS PARK- OCT 2022	11/04/2022	471.89 30.90
Total for Check Number 25449:				502.79
25450	10316 132994	R G EQUIPMENT OF FRESNO INC VE EQUIP- POWER TRIM EDGER PULLEY	11/04/2022	113.98
Total for Check Number 25450:				113.98
25451	11994 0024613-IN	RAIN DROP PRODUCTS INC CS- WELL NUTS (3) REPAIR PARTS	11/04/2022	41.00
Total for Check Number 25451:				41.00
25452	10324 1537	RIVERSIDE NURSERY & LANDSCAPE MEDIANS- PLANTS & TREES FOR MEDIAN	11/04/2022	175.46
Total for Check Number 25452:				175.46
25453	10331 31581	SEBASTIAN BLDG- REPAIR LOW VOLTAGE AT WWTP	11/04/2022	345.00
Total for Check Number 25453:				345.00
25454	10332 10727021 10727021 10727021 10727021 10727021 10727021 10727021 10727021 10727021 10727021	SEBASTIAN VAR- MONTHLY PHONE SERVICE- 10/21/22 VAR- MONTHLY PHONE SERVICE- 10/21/22 VAR- MONTHLY PHONE SERVICE- SERVICE VAR- MONTHLY PHONE SERVICE- 10/21/22 VAR- MONTHLY PHONE SERVICE- 10/21/22 VAR- MONTHLY PHONE SERVICE- 10/21/22 VAR- MONTHLY PHONE SERVICE- 10/21/22 VAR- MONTHLY PHONE SERVICE- 10/21/22 VAR- MONTHLY PHONE SERVICE- 10/21/22 VAR- MONTHLY PHONE SERVICE- 10/21/22 VAR- MONTHLY PHONE SERVICE- 10/21/22	11/04/2022	345.92 25.87 76.05 86.00 550.34 49.58 165.88 27.54 197.40 13.49

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		73.68
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		106.40
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		25.87
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		207.42
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		36.37
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		345.91
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		429.22
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		114.90
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		70.07
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		49.58
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		263.10
	10727021	VAR- MONTHLY PHONE SERVICE- 10/21/22		25.87
Total for Check Number 25454:				3,286.46
25455	10337	SLUMBERGER LUMBER	11/04/2022	
	102722	PD- SPARE KEYS MADE FOR VEHICLE KE		6.51
Total for Check Number 25455:				6.51
25456	11460	SUPERIOR POOL PRODUCTS LLC	11/04/2022	
	Q2018562	SWR- DIGESTERS		994.99
	Q2021118	WTR- 200 GAL BULK CHLORINE WELL 9A		522.54
	Q2021119	WTR- 180 GAL BULK CHLORINE WELL 17		472.19
Total for Check Number 25456:				1,989.72
25457	10015	THE ADVANCE GROUP	11/04/2022	
	80051	FIN- ACCOUNTS PAYABLE CHECKS		120.59
	80051	FIN- ACCOUNTS PAYABLE CHECKS		227.79
	80051	FIN- ACCOUNTS PAYABLE CHECKS		308.19
	80051	FIN- ACCOUNTS PAYABLE CHECKS		24.12
Total for Check Number 25457:				680.69
25458	10387	USA BLUE BOOK	11/04/2022	
	126077	SWR- STENNER PERISTALTIC PUMP AND F		929.35
Total for Check Number 25458:				929.35
25459	10391	VALLEY FARM SUPPLY STORES	11/04/2022	
	090122	VE SUPP- SUPPLIES FOR BUCKET TRUCK		42.49
	090122	VE EQUIP- SUPPLIES- 10 INV <\$50		278.15
	090122	WTR- SUPPLIES- 5 INV <\$50		122.01
	090222	VE EQUIP- SUPPLIES- 6 INV <\$50		130.79
	090322	SFO- SUPPLIES- 6 INV <\$50		126.66
	090422	STRTS- SUPPLIES- 12 INV <\$50		215.06
	090522	BLDG- SUPPLIES- 7 INV <\$50		141.03
	090622	PARKS- SUPPLIES- 7 INV <\$50		183.15
	091422	SWR- SUPPLIES- 3 INV <\$50		73.46
	092222	SDWLK REP- SUPPLIES- 3 INV <\$50		50.74
	14977	VE EQUIP- TORCH GAS		59.91
	149953	VE EQUIP- SHARPENED 3 HEDGE TRIMME		75.00
	149972	VE EQUIP- ECHO CARB		87.17
	149995	SFO- TOOLS FOR HARVEST FESTIVAL		58.82
	150017	SWR- RAS PUMP		119.86
	150083	VE EQUIP- WEED EATER FILTERS		188.42
	150129	SFO- TOOLS FOR HARVEST FESTIVAL		58.82
	150193	SWR- SCREWPRESS		55.72
	150220	STRTS- SUPPLIES FOR GRAFFITI		57.68
	150414	SDWLK REP- REPAIR AT 15825 MONTEREY		74.67

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	170904	SWR- RAS PUMP		60.56
	170966	SWR- RAS PUMP		225.10
	171038	VE EQUIP- CHAINSAW CARB		80.41
	171158	PD REP- LIGHT BAR REPAIR		41.67
	171242	VE EQUIP- WEED EATER PARTS		135.85
	171248	SFO- TOOLS FOR HARVEST FESTIVAL		101.02
	171494	VE EQUIP- BLOWER AND EDGER FILTERS		321.83
	171641	LLD- RECEIVER PIN		8.71
	171657	SWR- TRIPLE BALL MOUNT		159.06
			Total for Check Number 25459:	3,333.82
25460	10767	IDESIGN CUSTOM SCREEN PRINTING	11/04/2022	
	100622	REC- FALL YOUTH TENNIS- T-SHIRTS		470.00
			Total for Check Number 25460:	470.00
25461	10394	VALLEY IRON INC	11/04/2022	
	2210713	PARKS- FLAT METAL & HR ANGLE		101.02
			Total for Check Number 25461:	101.02
25462	12290	VERIZON	11/04/2022	
	338000034132	VE- VEHICLE TRACKING SUBSCRIPTION		1,193.85
			Total for Check Number 25462:	1,193.85
25463	10406	WEST HILLS OIL INC	11/04/2022	
	252638	VE- DIESEL FUEL 300 GALLONS		2,858.94
			Total for Check Number 25463:	2,858.94
25464	12057	WLC ARCHITECTS	11/04/2022	
	021060000011	ADM- PROFESSIONAL SERVICES FOR OCT		1,872.00
			Total for Check Number 25464:	1,872.00
25465	10413	YAMABE & HORN ENGINEERING INC	11/04/2022	
	4760907	WELL NO 18 PRODUCTION WELL		75.00
	4760908	SPR 17-02 NEW MOTEL		62.50
	4760909	TRACT 6236		360.00
	4760910	PM 19-01		62.50
	4760911	CWSRF WASTEWATER PLANNING GRANT		18,810.00
	4760912	TRACT 6293		1,164.50
	4760913	EASTSIDE COMMUNITY PARK		3,342.50
	4760914	TRACT 6302		2,610.42
	4760915	SPR 19-16 JS WEST		62.50
	4760916	VINELAND AVE REHAB- CALIFORNIA TO I		3,349.00
	4760917	KEARNEY BLVD REHAB- PARK TO DEL NC		2,373.71
	4760917	KEARNEY BLVD REHAB- PARK TO DEL NC		307.54
	4760918	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		177.79
	4760918	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		1,372.21
	4760919	WELL NO 12 & 14 EMERGENCY GENERATC		1,037.50
	4760920	NORTHWEST PARK		3,363.25
	4760921	LIONS PARK RECHARGE PROJECT		5,177.47
	4760922	SPR 2021-08 PM 19-01 PARCEL B CAR WASH		137.50
	4760923	SPR 2021-09 DUTCH BROS		638.75
	4760924	SPR 2021-10 DENNY'S		898.75
	4760925	UTILITY MASTER PLAN UPDATES		5,647.92
	4760926	WELL #12 TCP MITIGATION		1,650.00
	4760927	FY 21-22 STREET REHABILITATION PROJEC		9,212.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	4760928	FY 21-22 STREET SEALING PROJECT		387.50
	4760929	FY 23-24 CDBG APPLICATION		410.00
	4760930	FY 22-23 GENERAL ENGINEERING- WATER		4,417.00
	4760931	FY 22-23 GENERAL ENGINEERING		3,358.00
	4760932	HSIP CYCLE 11 APPLICATION		2,185.00
	4760933	TPM 2022-01 SHAKI		250.00
Total for Check Number 25465:				72,901.31
25466	10419 4245	ZIM INDUSTRIES INC WTR- EMERGENCY PULL PUMP & REPAIR	11/04/2022	59,045.47
Total for Check Number 25466:				59,045.47
Total for 11/4/2022:				209,318.08
25467	11493 67776	24 / 7 PET VETS AC- EMERGENCY EXAM FOR CANINE EU1	11/10/2022	150.30
Total for Check Number 25467:				150.30
25468	11387 110122	LUISA AGUIRRE REC- INSTRUCTOR FEE-ZUMBA OCT 2022	11/10/2022	269.50
Total for Check Number 25468:				269.50
25469	12257 081022 091522 101722	AMERITAS LIFE INSURANCE CORP HR- SEPTEMBER PREMIUMS HR- OCTOBER PREMIUMS HR- NOVEMBER PREMIUMS	11/10/2022	186.00 403.00 403.00
Total for Check Number 25469:				992.00
25470	10271 INV06-015375	AVENU INSIGHTS & ANALYTICS ADM- STARS SERVICE TAX 2ND QTR 2022	11/10/2022	500.00
Total for Check Number 25470:				500.00
25471	10056 16663	BOGIE'S PUMP SYSTEMS SWR- SEAL & O-RING KIT FOR HOMA PUM	11/10/2022	1,329.98
Total for Check Number 25471:				1,329.98
25472	12075 110122	RHONDA BREWER REC- INSTRUCTOR FEE-HIIT FITNESS OCT	11/10/2022	336.00
Total for Check Number 25472:				336.00
25473	10617 649814 649814	C A REDING CO INC SWR 50% LANIER MPC4504 0930-103122 WTR 50% LANIER MPC4504 0930-103122	11/10/2022	38.74 38.74
Total for Check Number 25473:				77.48
25474	10064 37213 37213 37213 37213 37213 37213	CAL VALLEY PRINTING SWR- WIND BREAKER JACKETS LLD- WIND BREAKER JACKETS WTR CONSRV- WIND BREAKER JACKETS VE- WIND BREAKER JACKETS WTR- WIND BREAKER JACKETS STRTS- WIND BREAKER JACKETS	11/10/2022	215.42 134.23 51.96 110.42 215.42 304.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	37213	PARKS- WIND BREAKER JACKETS		165.62
	37228	WTR CNSRV- WIND BREAKER JACKETS		46.55
	37228	CE- WIND BREAKER JACKETS		54.14
	37228	LLD- WIND BREAKER JACKETS		19.48
	37228	WTR- WIND BREAKER JACKETS		19.48
	37228	PARKS- WIND BREAKER JACKETS		19.48
	37228	SWR- WIND BREAKER JACKETS		19.48
Total for Check Number 25474:				1,375.86
25475	10074 107922	CALIFORNIA PARK/RECREATION SOC CS- CPRS MEMBERSHIP M. SALVADOR	11/10/2022	170.00
Total for Check Number 25475:				170.00
25476	10075 363150	CALIFORNIA PEACE OFFICERS ASSC PD- ANNUAL DEPARTMENT MEMBERSHIP	11/10/2022	750.00
Total for Check Number 25476:				750.00
25477	12266 00312873	BIANCA CASTILLO CTC- SH DEPOSIT 11/05/22	11/10/2022	100.00
Total for Check Number 25477:				100.00
25478	12315 20974	CENTRAL CALIFORNIA SPCA AAC- TNR RABIES SHOTS OVARIOHYSTEF	11/10/2022	65.00
Total for Check Number 25478:				65.00
25479	12126 1283599	CENTRAL SANITARY SUPPLY CS- DISINFECTANT REJUVNAL (2) JANITO	11/10/2022	55.82
Total for Check Number 25479:				55.82
25480	11813 1449	CENTRAL VALLEY FORENSIC NURSIN PD- 1 VICTIM EXAM CASE 22-3921	11/10/2022	1,000.00
Total for Check Number 25480:				1,000.00
25481	10452	CITY OF FRESNO WMD	11/10/2022	
	COK2210127	SWR- WEEKLY LAB ANALYSIS		4.00
	COK2210127	WTR- WEEKLY LAB ANALYSIS		21.00
	COK2210127	WTR- WEEKLY LAB ANALYSIS		24.00
	COK2210127	WTR- WEEKLY LAB ANALYSIS		24.00
	COK2210127	WTR- WEEKLY LAB ANALYSIS		50.00
	COK2210127	SWR- WEEKLY LAB ANALYSIS		4.00
	COK2210127	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2210127	SWR- WEEKLY LAB ANALYSIS		15.00
	COK2210127	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2210127	SWR- WEEKLY LAB ANALYSIS		7.00
	COK2210159	SWR- WEEKLY LAB ANALYSIS		24.00
	COK2210159	SWR- WEEKLY LAB ANALYSIS		7.00
	COK2210203	SWR- WEEKLY LAB ANALYSIS		14.00
	COK2210203	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2210203	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2210292	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2210292	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2210292	SWR- WEEKLY LAB ANALYSIS		14.00
Total for Check Number 25481:				442.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
25482	12109 UFC1022-460	CLEARSOURCE FINANCIAL CONSULT FIN- FEE STUDY PROGRESS INVOICE 1	11/10/2022	21,450.00
Total for Check Number 25482:				21,450.00
25483	11983 299	COLLEGE OF THE SEQUOIAS-PUBLIC PD- FIELD TRAINING OFFICE UPDATE COI	11/10/2022	300.00
Total for Check Number 25483:				300.00
25484	10106	CON EDISON CLEAN ENERGY	11/10/2022	
	104492	SC 2% RESBCT 1001-10312022		141.64
	104492	VE 3% RESBCT 1001-10312022		212.45
	104492	SWR 1% RESBCT 1001-10312022		70.82
	104492	REC 6% RESBCT 1001-10312022		424.91
	104492	SWR- SOLAR ORIGINAL 1001-10312022		5,525.29
	104492	CTC 7% RESBCT 1001-10312022		495.72
	104492	PD 5% RESBCT 1001-10312022		354.09
	104492	CITY HALL 3% RESBCT 1001-10312022		212.45
	104492	SWR- SOLAR ARRAY 2 1001-10312022		2,721.20
	104492	WTR 71% RESBCT 1001-10312022		5,028.08
	104492	PLAN REC 1% RESBCT 1001-10312022		70.82
	104492	PARKS 1% RESBCT 1001-10312022		70.82
Total for Check Number 25484:				15,328.29
25485	11451 100368 100369	CUT IT RIGHT TREE SERVICE SWR- ADDITIONAL EUCALYPTUS TREES 1 SWR- EUCALYPTUS TREES TRIMMED/REM	11/10/2022	13,500.00 26,500.00
Total for Check Number 25485:				40,000.00
25486	11475 171717	DISCOUNT PLAYGROUND SUPPLY INC CS- FAST PATCH XL- BLUE BLACK (SOROF	11/10/2022	634.12
Total for Check Number 25486:				634.12
25487	10619 L0932839056 L0932839056 L0932839056 L0932839056 L0932839056	EDD FIN- UNEMPLOYMENT INSURANCE BENE FIN- UNEMPLOYMENT INSURANCE BENE FIN- UNEMPLOYMENT INSURANCE BENE FIN- UNEMPLOYMENT INSURANCE BENE FIN- UNEMPLOYMENT INSURANCE BENE	11/10/2022	1.50 4,692.00 3.50 3,952.50 3,952.50
Total for Check Number 25487:				12,602.00
25488	11724 249014	FACT AUTOMATED ENTRANCES INC CS- REPLACED MODE SELECTOR BOARD	11/10/2022	564.90
Total for Check Number 25488:				564.90
25489	12100 119784803	GLOBAL INDUSTRIAL CS- REPLACEMENT WATER FILTER- SR CT	11/10/2022	84.94
Total for Check Number 25489:				84.94
25490	11358 32709626	GREAT AMERICA FINANCIAL SERVICE PD- PATROL OPS COPIER/FAX- OCT	11/10/2022	153.51
Total for Check Number 25490:				153.51
25491	12314	KONA ICE	11/10/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	00315646	CS- REFUND BL FEES		6.00
	00318681	CS- REFUND BL FEES		6.00
Total for Check Number 25491:				12.00
25492	10261	MID VALLEY DISPOSAL INC	11/10/2022	
	103122	SWA-OCTOBER 2022 SW CHARGES		-1,872.40
	103122	SWA-OCTOBER 2022 SW CHARGES		168,947.00
	103122	SWA-OCTOBER 2022 SW CHARGES		-33,789.40
Total for Check Number 25492:				133,285.20
25493	12316	ANGELICA MONTEJO	11/10/2022	
	00309763	CTC- SH DEPOSIT 10/29/22		100.00
Total for Check Number 25493:				100.00
25494	12317	JESSICA NEGRETE	11/10/2022	
	00309518	CTC- CTC DEPOSIT REFUND		400.00
Total for Check Number 25494:				400.00
25495	10282	OFFICE DEPOT	11/10/2022	
	271248411001	SW- OFFICE SUPPLIES		52.66
	271248411001	SWR- OFFICE SUPPLIES		99.45
	271248411001	SW- OFFICE SUPPLIES		134.58
	271248411001	WTR- OFFICE SUPPLIES		10.53
	274611241001	PLANNING/BLDG- 2 SUPER 9 PROS PC'S		1,676.04
	274994737001	ADM- OFFICE SUPPLIES		64.76
	275545726-001	CLRK- OFFICE SUPPLIES- TAX		2.15
	275545726-001	CLRK- OFFICE SUPPLIES		23.88
	275545726-001	CLRK- CODE ENFORCEMENT OFFICE SUP		11.74
	275545726-001	CLRK- CODE ENFORCEMENT OFFICE SUP		130.83
	27556771-001	CLRK- OFFICE SUPPLIES		67.87
Total for Check Number 25495:				2,274.49
25496	11833	ORKIN	11/10/2022	
	232965415	CTC- PEST CONTROL OCT 2022		109.00
Total for Check Number 25496:				109.00
25497	10289	P.G.& E.	11/10/2022	
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7-		111.39
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7-		445.55
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7-		445.55
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7-		222.77
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7-		111.39
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7-		111.39
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7-		111.39
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7-		222.77
Total for Check Number 25497:				1,782.20
25498	11006	RIGHT NOW PHLEBOTOMY	11/10/2022	
	22-4053	PD- BLOOD DRAW CASE 22-4053		125.00
Total for Check Number 25498:				125.00
25499	10324	RIVERSIDE NURSERY & LANDSCAPE	11/10/2022	
	1544	MEDIANS- 34 YARDS OF WALK ON BARK		1,860.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 25499:	1,860.20
25500	10912 102522	DYLAN SEROKA PD- MILEAGE REIMBURSEMENT FTO UPD	11/10/2022	137.64
			Total for Check Number 25500:	137.64
25501	10337 ACCT 3305 ACCT 3305 ACCT 3305 ACCT 3305 ACCT 3305 ACCT 3305 ACCT 3305 ACCT 3305	SLUMBERGER LUMBER WTR- SUPPLIES FOR KAREN PROJECT WTR- SUPPLIES FOR KAREN PROJECT WTR- SUPPLIES FOR KAREN PROJECT SWR- RAS PUMP- PVC PIPE WTR- PARTS FOR POWER OUTLET WELL 1 WTR- SUPPLIES FOR KAREN PROJECT SWR- RAS PUMP - PVC PIPE SWR- RAS PUMP- PVC PIPE	11/10/2022	74.01 55.53 42.10 91.99 39.20 13.49 16.19 13.03
			Total for Check Number 25501:	345.54
25502	11907 INV-010959 INV-010959 INV-010959	SPRINGBROOK HOLDING COMPANY I FIN- MONTHLY WEB PAYMENTS OCT 2022 FIN- MONTHLY WEB PAYMENTS OCT 2022 FIN- MONTHLY WEB PAYMENTS OCT 2022	11/10/2022	440.93 153.44 554.63
			Total for Check Number 25502:	1,149.00
25503	12156 6269	URBAN RESTORATION GROUP US INC CS- GRAFFITI REMOVER (12)	11/10/2022	330.12
			Total for Check Number 25503:	330.12
25504	10399 218707	VETERINARY MEDICAL CENTER AAC- 3 EUTHANASIA CANINE (CASE 22-38)	11/10/2022	41.60
			Total for Check Number 25504:	41.60
25505	10406 75112 75112 75287 75287 75403 75403	WEST HILLS OIL INC VE- ACT PROGRAM PD VE- FUEL SEPT 16-30 1,303.441 GALLONS VE- FUEL OCT 01-15 VE- ACT PROGRAM PD VE- FUEL OCT 15-31 VE- ACT PROGRAM- PD	11/10/2022	300.07 6,729.94 6,541.47 251.98 5,948.02 302.09
			Total for Check Number 25505:	20,073.57
25506	12267 00313293	IRENE ZAMORA CTC- SH DEPOSIT 11/06/22	11/10/2022	100.00
			Total for Check Number 25506:	100.00
			Total for 11/10/2022:	260,857.26
25507	11525 1415-2022	ADOLPHS A-1 TREE SERVICE PARKS- EMERGENCY TREE REMOVAL- KI	11/17/2022	3,000.00
			Total for Check Number 25507:	3,000.00
25508	10029 2063880-00	ALLIED ELECTRIC SWR- SEWER SCREWPRESS	11/17/2022	241.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 25508:	241.96
25509	10040	AT&T MOBILITY	11/17/2022	
	287286967034X11	PD- OCT MDT WIRELESS SERVICE 10/01/22		442.64
	287287185708	PD- SRO CELL PHONES/MDT		178.58
	287287978139	AC- OCT CELLULAR SERVICE		44.69
	287287978139X11	PD- OCT CELLULAR SERVICE		410.04
	287288087181	PD- ACT CELL PHONE IPAD SERVICE AND		532.07
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		22.87
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		7.99
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE- I PH		15.26
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE- I PH		15.26
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		46.74
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		158.97
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE- TAE		426.27
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		23.87
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		44.43
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		22.22
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE- TAE		80.48
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		12.36
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE- I PH		15.25
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		44.43
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		158.97
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		163.80
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		106.56
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		106.56
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		95.03
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE- I PH		15.26
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		5.33
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		21.31
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		44.43
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		12.36
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		22.21
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		70.31
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		135.60
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		12.37
	287293504071X11	VAR- MONTHLY CELLULAR SERVICE 10/01		12.37
			Total for Check Number 25509:	3,526.89
25510	10504	AUTOZONE	11/17/2022	
	5324137024	VE REP- TOOL BOX #1398		767.41
	5324137275	VE REP- MASS AIR FLOW SENSOR #1407		79.39
			Total for Check Number 25510:	846.80
25511	11917	BLAIS & ASSOCIATES LLC	11/17/2022	
	BA_4558_2022	ADM- KRM GRANT RESEARCH AND SUPP		2,100.00
			Total for Check Number 25511:	2,100.00
25512	10617	C A REDING CO INC	11/17/2022	
	650169	CS- SC- LANIER MPC4504 OCT 22- COPIES		8.00
	650169	CS- SC- LANIER MPC4504 OCT 22- COPIES		4.15
	650169	CS- SC- LANIER MPC4504 OCT 22- COPIES		8.00
	650169	CS- SC- LANIER MPC4504 OCT 22- COPIES		8.00
	650169	CS- SC- LANIER MPC4504 OCT 22- COPIES		89.28
	650841	PD- STAPLES FOR REC COPIER LANIER/MI		73.64
	651136	PD- OCT BILLING FOR COPIES 10/13/22-11/		85.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 25512:	276.81
25513	10064 37899	CAL VALLEY PRINTING REC- PARKS STAFF WINDBREAKERS	11/17/2022	216.50
			Total for Check Number 25513:	216.50
25514	10079 109716	CAMCO VE EQUIP- MATERIAL FOR TOWING TRAIL	11/17/2022	189.58
			Total for Check Number 25514:	189.58
25515	11981 AO-36902-1	CENTRAL CALIFORNIA FOOD BANK CDBG- PURCHASE OF FOOD FOR COVID-1	11/17/2022	3,447.75
			Total for Check Number 25515:	3,447.75
25516	12126 1286874	CENTRAL SANITARY SUPPLY CS- CLEANING PRODUCTS- JANITORIAL S	11/17/2022	403.25
			Total for Check Number 25516:	403.25
25517	11498 158789274	COMCAST CABLE COMMUNICATIONS PD- NOV ETHERNET SERVICES	11/17/2022	719.35
			Total for Check Number 25517:	719.35
25518	10107 2574-1034417	CONSOLIDATED ELECTRICAL DISTRI STRTS- CONDUIT REP KIT CLAMP METER	11/17/2022	143.66
			Total for Check Number 25518:	143.66
25519	10826 2533240	CROWN SERVICES CORPORATION REC- PORT A POTTS HANDWASH STATION	11/17/2022	292.69
			Total for Check Number 25519:	292.69
25520	11209 110222	DARRENS BODY SHOP PD REP- REPAIR/PAINT FORD EXPLORER E	11/17/2022	675.00
			Total for Check Number 25520:	675.00
25521	11382 144341	DATA TICKET INC PD- OCT PARKING ACTIVITY	11/17/2022	38.89
			Total for Check Number 25521:	38.89
25522	10128 616203 619694	DEPARTMENT OF JUSTICE PD- 3 LIVE SCANS FOR APPLICANTS FLOR PD- 1 BLOOD ALCOHOL ANALYSIS- CASE :	11/17/2022	220.00 35.00
			Total for Check Number 25522:	255.00
25523	10133 SL230155	DEPARTMENT OF TRANSPORTATION STRT- SIGNALS & LIGHTING JUL-SEPT 202	11/17/2022	1,557.30
			Total for Check Number 25523:	1,557.30
25524	11832 SI00464239	EPIC BUSINESS ESSENTIALS LLC ADM- OFFICE SUPPLIES	11/17/2022	93.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 25524:	93.46
25525	10151 18099972	EWING IRRIGATION PRODUCTS MEDIAN- IRRIGATION SUPPLIES	11/17/2022	159.28
			Total for Check Number 25525:	159.28
25526	12312 111022	EXTREME CONNECTIONS PD REP- SECURITY ALARM #22-03	11/17/2022	417.02
			Total for Check Number 25526:	417.02
25527	10162 SO20001 SO20001	FRESNO COUNTY TREASURER PD- OCT RMS/JMS/CAD ACCESS FEES PD- NOV DISPATCHING SERVICES	11/17/2022	188.04 21,154.88
			Total for Check Number 25527:	21,342.92
25528	10164 2022-2023	FRESNO IRRIGATION DISTRICT WTR- FID SURFACE WATER	11/17/2022	57,232.90
			Total for Check Number 25528:	57,232.90
25529	11188 890342 CM827391	FUTURE FORD PD REP- A/C REPAIR #1516 PD REP- CORE RETURN-CREDIT NEVER T/	11/17/2022	150.00 -53.99
			Total for Check Number 25529:	96.01
25530	11358 32709627 32709627	GREAT AMERICA FINANCIAL SERVICE BPO- LANIER/MP C3004- COPIER- PLANNI BPO- LANIER/MP C3004- COPIER- PLANNI	11/17/2022	284.89 284.90
			Total for Check Number 25530:	569.79
25531	10191 CVW28674	H & J CHEVROLET INC VE REP- WHEEL PRESSURE SENSORS #146	11/17/2022	303.17
			Total for Check Number 25531:	303.17
25532	10514 16743 16743	ICAD INC WTR- TROUBLESHOOT/REPAIR HMI ISSUE SWR- TROUBLESHOOT/REPAIR HMI ISSUE	11/17/2022	315.00 315.00
			Total for Check Number 25532:	630.00
25533	10204 40162	IDTS INC PD- OCT ANNUAL ENROLLMENT: E GALLI	11/17/2022	20.00
			Total for Check Number 25533:	20.00
25534	11120 PI-054391	INDUSTRIAL ELECTRICAL COMPANY SWR- DISCONNECT & HOOKUP MOTOR- W	11/17/2022	480.00
			Total for Check Number 25534:	480.00
25535	12062 16810	JP MARKETING ADM- KERM220801 BILLBOARD VINYL WI	11/17/2022	1,218.00
			Total for Check Number 25535:	1,218.00
25536	10231	KERMAN AUTO TECH AND SMOG	11/17/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	111522	VE- SMOG 16 VEHICLES		640.00
			Total for Check Number 25536:	640.00
25537	11142 100452913	KIMBALL MIDWEST SWR- DRILL SET	11/17/2022	295.27
			Total for Check Number 25537:	295.27
25538	10678	MAC'S EQUIPMENT INC	11/17/2022	
	090900	WTR- SUPPLIES- 1 INV <\$50		23.74
	100422	VE SUPP- SUPPLIES- 3 INV <\$50		99.55
	250572	VE REP- TAIL LIGHT #1373		65.37
	251099	VE REP- TOOL BOX FOR VE #1458		521.99
	251344	VE REP- IGNITION COILS #1398		451.24
	251825	VE SUPP- INSPECTION MIRROR CODER		98.06
	251967	VE EQUIP- BATTERY FOR PORTABLE GENI		76.31
	252153	VE REP- SUPPLIES- 1 INV <\$50		18.51
			Total for Check Number 25538:	1,354.77
25539	11442 KERMANSB2-25	MINTIER HARNISH LP BPO- CONTRACT PLANNING SERVICES- O	11/17/2022	3,343.75
			Total for Check Number 25539:	3,343.75
25540	11965	MISSION UNIFORM SERVICE	11/17/2022	
	103122	VAR- UNIFORMS, MATS, SUPPLIES- LANDS		82.12
	103122	VAR- UNIFORMS, MATS, SUPPLIES- VEHIC		183.97
	103122	VAR- UNIFORMS, MATS, SUPPLIES- BLDG/		1,214.11
	103122	VAR- UNIFORMS, MATS, SUPPLIES- SEWEI		202.01
	103122	VAR- UNIFORMS, MATS, SUPPLIES- WATEF		212.81
	103122	VAR- UNIFORMS, MATS, SUPPLIES- STREE		151.19
	103122	VAR- UNIFORMS, MATS, SUPPLIES- UNIFO		104.92
	103122	VAR- UNIFORMS, MATS, SUPPLIES- STREE		176.15
	103122	VAR- UNIFORMS, MATS, SUPPLIES- SOLID		89.12
	103122	VAR- UNIFORMS, MATS, SUPPLIES- BLDG		30.40
	103122	VAR- UNIFORMS, MATS, SUPPLIES- STREE		156.51
	103122	VAR- UNIFORMS, MATS, SUPPLIES- STORM		104.51
			Total for Check Number 25540:	2,707.82
25541	11961	MOUNTAIN VALLEY ENVIRONMENTA	11/17/2022	
	3883	SWR- CHARGES ABOVE SCOPE OF SERVIC		3,900.00
	3883	WTR- CHARGES ABOVE SCOPE OF SERVIC		3,900.00
	3920	SWR- CHARGES ABOVE SCOPE OF SERVIC		3,347.50
	3920	WTR- CHARGES ABOVE SCOPE OF SERVIC		3,347.50
			Total for Check Number 25541:	14,495.00
25542	10282	OFFICE DEPOT	11/17/2022	
	270140392001	PW- DELL LABTOP FOR JOE CASTRO		889.23
	275707034001	WTR CONSRV- OFFICE SUPPLIES		58.62
	275707034001	STRTS- OFFICE SUPPLIES		20.91
	275707034001	PARKS- CHAIR FOR JOE		131.36
	275707034001	LLD- CHAIR FOR JOE		131.36
	275707034001	SWR- OFFICE SUPPLIES		32.34
	275707034001	WTR- OFFICE SUPPLIES		32.33
	275707034001	SWR- OFFICE SUPPLIES		30.28
	275707034001	WTR- OFFICE SUPPLIES		30.28
	275707034001	STRTS- CHAIR FOR JOE		131.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	275712305001	WTR- OFFICE SUPPLIES		3.12
	275712305001	SWR- OFFICE SUPPLIES		3.12
	275712305001	STRTS- OFFICE SUPPLIES		3.11
	275712306001	WTR CONSRV- OFFICE SUPPLIES		21.00
	275953985001	PD- OFFICE SUPPLIES		40.49
	275953985001	PD- OFFICE SUPPLIES		89.12
Total for Check Number 25542:				1,648.03
25543	10286	O'REILLY AUTOMOTIVE INC	11/17/2022	
	100422	VE REP- SUPPLIES- 5 INV <\$50		136.06
	343022	PD REP- TRANSMISSION FLUID		95.81
	343697	VE REP- RADIO RCVR WIRE HARNESS #14		142.74
	343751	VE- CLASS		94.95
	343877	VE REP- PARKING LIGHTS #1373		54.15
	343929	PD REP- SUPPLIES- 1 INV <\$50		15.26
	343950	PD REP- CERAMIC PADS #1424		70.50
	343959	PD REP- BRAKE ROTORS #1424		190.71
	344194	VE REP- BRAKE PADS ROTORS #1398		278.34
	344394	VE REP- REAR BRAKE LAMPS #1373		435.89
	344525	VE REP- RETURN BRAKE PADS		-17.70
	344585	VE REP- BRAKE SHOES & DRUMS #1398		185.25
	345321	VE REP- CONTROL ARMS BALL JOINTS BA		352.93
	345446	VE REP- RETURN WIRE HARNESS		-16.34
	346072	PD REP- AC EVAPORATOR #19-01		470.04
	346179	VE MAINT- AIR OIL FILTER #1398		157.09
	346211	VE REP- WIPER BLADES-STOCK		108.67
	346212	VE REP- RETURN WIPER BLADES		-72.45
	346794	VE REP- BATTERY #1392		150.33
	346805	VE REP- BATTERY WARRANTY & CORE RE		-138.76
	346850	VE MAINT- FILTERS BELTS #1451		86.83
	347229	VE REP- BATTERY CABLE #1461		54.83
	347263	VE REP- RETURN VARIOUS PARTS		-169.97
	347430	VE MAINT- VARIOUS FILTERS		319.41
	347656	VE REP- STARTER #1398		108.48
	349051	VE REP- MAF THROTTLE BODY #1407		341.43
Total for Check Number 25543:				3,434.48
25545	10289	P.G.& E.	11/17/2022	
	4055166878-9	LLD- MONTHLY SERVICE- 09/29/22-10/27/22		1,949.14
	4647279811-8	PD- OCT PG&E		2,398.48
	4939626163-5	VE MONTHLY SERVICE- 09/19/22-10/17/22		1,479.12
	5467738309-0	WTR/SWR/SD- 09/19/22-10/17/22		32,540.46
	5467738309-0	WTR/SWR/SD- 09/19/22-10/17/22- TRUE UP		23.82
	5467738309-0	WTR/SWR/SD- 09/19/22-10/17/22-		51.33
	5467738309-0	WTR/SWR/SD- 09/19/22-10/17/22		207.84
	5741309690-0	PARKS- MONTHLY SERVICE- 09/26/22-10/24		230.09
	6039473144-6	CS- TRINIS PARK- PG&E OCT 2022		77.63
	7660122617-8	AC- OCT PG&E		1,283.20
	8542225974-8	PARKS 1%- SOLAR CONNECTIN FEE 09/23-		2.94
	8542225974-8	CITY HALL 3%- SOLAR CONNECTIN FEE 0		8.81
	8542225974-8	VE 3%- SOLAR CONNECTIN FEE 09/23-10/2		8.81
	8542225974-8	PLAN REC 1%- SOLAR CONNECTIN FEE 09		2.94
	8542225974-8	SC 2%- SOLAR CONNECTIN FEE 09/23-10/2		5.88
	8542225974-8	PD 5%- SOLAR CONNECTIN FEE 09/23-10/2		14.70
	8542225974-8	SWR 1%- SOLAR CONNECTIN FEE 09/23-10		2.94
	8542225974-8	WTR 71%- SOLAR CONNECTIN FEE 09/23-1		208.60
	8542225974-8	REC 6%- SOLAR CONNECTIN FEE 09/23-10/		17.63
	8542225974-8	CTC 7%- SOLAR CONNECTIN FEE 09/23-10/		20.57

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	8820061503-2	CS- COLEMAN BALLFIELD PG&E OCT 22		779.29
			Total for Check Number 25545:	41,314.22
25546	12082	PERFORMANCE AUTOMATION CO INC	11/17/2022	
	2111	SWR- TROUBLESHOOT VFD WELL 17		480.00
	2111	WTR- TROUBLESHOOT VFD WELL 17		480.00
			Total for Check Number 25546:	960.00
25547	12026	PRECISION CIVIL ENGINEERING INC	11/17/2022	
	27363	BPO- PROFESSIONAL SERVICES- 21-009 - E		1,210.00
	27364	BPO- PROFESSIONAL SERVICES- 21-009.7		785.00
	27365	BPO- PROFESSIONAL SERVICES- 21-009.5 -		2,500.00
	27366	BPO- PROFESSIONAL SERVICES- 21-009.2 -		325.00
			Total for Check Number 25547:	4,820.00
25548	10596	RED WING BUSINESS ADVANTAGE AC	11/17/2022	
	20221110008742	CS-VAR SAFETY BOOTS- JOSE JAURIQUI		61.16
	20221110008742	CS-VAR SAFETY BOOTS- JOSE JAURIQUI		100.00
			Total for Check Number 25548:	161.16
25549	10319	RENO'S HARDWARE	11/17/2022	
	10715	STRTS- SUPPLIES- 1 INV <\$50		5.00
	10757	PARKS- SUPPLIES- 1 INV <\$50		28.28
	10764	SDWLK REP- SUPPLIES- 1 INV <\$50		11.43
	10835	CS- ELECTRICAL PLATE COVER- CITY HAI		4.15
	110922	P&R- CREDIT -DUPLICATE PMT OF INV #10		-8.71
			Total for Check Number 25549:	40.15
25550	11006	RIGHT NOW PHLEBOTOMY	11/17/2022	
	22-4113	PD- BLOOD DRAW CASE 22-4113		125.00
	22-4133	PD- BLOOD DRAW CASE 22-4133		125.00
			Total for Check Number 25550:	250.00
25551	10324	RIVERSIDE NURSERY & LANDSCAPE	11/17/2022	
	1541	MEDIANS- BUSHES/GRASSES FOR MEDIA		704.54
	1542	MEDIANS- PLANTS FOR MEDIANS		599.26
	1543	MEDIANS- TREES FOR MEDIANS		777.42
	1550	MEDIANS- PLANTS FOR MEDIANS		88.43
	1560	MEDIANS- LODGE POLES & CINCH TIES		263.46
			Total for Check Number 25551:	2,433.11
25552	10337	SLUMBERGER LUMBER	11/17/2022	
	ACCT 3115	SDWLK REP- READY MIX CONCRETE		211.41
	ACCT 3115	MEDIANS- POST HOLE DIGGER		103.52
	ACCT 3115	VE SUPP- WASHERS		69.01
	ACCT 3115	BLDG- SUPPLIES- 1 INV <\$50		42.79
	ACCT 3115	STRTS- MORTAR MIX BLACKTOP PATCH		65.29
	ACCT 3115	SDWLK REP- SUPPLIES- 3 INV <\$50		56.31
	ACCT 3115	STRTS- SCREWS GLUE LUMBER		96.97
	ACCT 3115	BLDG- LUMBER PAINT		71.35
	ACCT 3115	BLDG- RETURN		-50.88
	ACCT 3115	BLDG- MOSQUITO REPELLER		128.54
	ACCT 3115	MEDIANS- SUPPLIES- 1 INV <\$50		27.23
	ACCT 3115	MEDIANS- MEDIAN ISLAND VINELAND A		14.98
	ACCT 3115	SDWLK REP- READY MIX CONCRETE		178.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	ACCT 3115	BLDG- SUPPLIES- 1 INV <\$50		40.29
	ACCT 3115	BLDG- MOSQUITO REPELLER		276.72
	ACCT 3115	LLD- SUPPLIES- 1 INV <\$50		28.96
	ACCT 3115	STRTS- SUPPLIES- 2 INV <\$50		43.20
	ACCT 3115	MEDIANS- TOWABLE POST DIGGER RENT.		118.78
	ACCT 3115	STRTS- RETURN		-5.40
	ACCT 3115	SDWLK REP- READY MIX CONCRETE		130.77
Total for Check Number 25552:				1,648.55
25553	11460	SUPERIOR POOL PRODUCTS LLC	11/17/2022	
	Q2021333	WTR- 170 GAL BULK CHLORINE WELL 17		447.02
	Q2021334	WTR- 170 GAL BULK CHLORINE WELL 9A		447.02
	Q2021335	WTR- 160 GAL BULK CHLORINE WELL 15		421.84
Total for Check Number 25553:				1,315.88
25554	12318	EMILY TAPIA	11/17/2022	
	00309267	CTC- SH DEPOSIT 11/12/22		100.00
Total for Check Number 25554:				100.00
25555	10357	TAYLOR MADE IRRIGATION	11/17/2022	
	25572	SWR- BOLTS AND NUTS FOR COMPACTOR		6.88
Total for Check Number 25555:				6.88
25556	11653	LEANNA TORRES	11/17/2022	
	00318688	CTC- LIONS PARK REFUND		100.00
Total for Check Number 25556:				100.00
25557	10387	USA BLUE BOOK	11/17/2022	
	156427	SWR- CLARIFIER		193.08
	166276	WTR- CHLORINE RESIDUAL TESTER		688.45
Total for Check Number 25557:				881.53
25558	10391	VALLEY FARM SUPPLY STORES	11/17/2022	
	101222	WTR- SUPPLIES- 4 INV <\$50		32.42
	101422	SWR- SUPPLIES- 3 INV <\$50		88.83
	101722	VE EQUIP- SUPPLIES- 2 INV <\$50		32.57
	101722	STRTS- SUPPLIES- 3 INV <\$50		39.53
	101822	MEDIAN- MEDIAN ISLANDS ON VINELAN		51.11
	102422	VE REP- NYLON ROPE FOR TRUCK 1374		35.95
	102622	SDWLK REP- SUPPLIES- 5 INV <\$50		111.12
	102622	LLD- SUPPLIES- 3 INV <\$50		77.24
	102622	VE REP- SUPPLIES- 2 INV <\$50		31.55
	102822	PARKS- SUPPLIES- 6 INV <\$50		118.56
	150590	VE EQUIP- SPRAY PAINT MARKER THROT		116.32
	150616	VE EQUIP- ULTRA SYN OIL MIX EDGER BI		174.35
	150666	VE EQUIP- CREDIT- WRONG PARTS		-73.55
	150667	PARKS- CHAIN LOOP SILICONE TUBE WD-		54.84
	150830	VE REP- FUEL LINE SPARK PLUG		74.28
	150861	BLDG- MOUSE TRAP		2.71
	150921	SWR- PRIMER GLOVES METAL SCRAPER \		142.44
	172012	VE SUPP- WIRE SPOOL		45.22
	172080	PARKS- GOPHER TRAP		76.21
	172098	SDWLK REP- FRAMMER HAMMER RULE T		214.60
	172129	WTR- SUPPLIES- 2 INV <\$50		43.55
	172166	PARKS- RAKE SHOVEL		133.99

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	172208	VE EQUIP- AIR FILTERS & BELTS FOR POW		100.69
	172298	SDWLK REP- CREDIT		-20.42
	172459	SWR- TIEDOWN RACHET		52.29
	172460	SDWLK REP- COMPRESSION COUPL SAW		67.50
Total for Check Number 25558:				1,823.90
25559	10413	YAMABE & HORN ENGINEERING INC	11/17/2022	
	4761069	WELL NO 18 PRODUCTION WELL		75.00
	4761070	SPR 17-02 NEW MOTEL		193.75
	4761071	TRACT 6236		77.50
	4761072	KUSD FIRST STREET EXTENSION		315.00
	4761073	CWSRF WASTEWATER PLANNING GRANT		9,584.70
	4761074	BWC INDUSTRIAL PROPERTY		691.50
	4761075	TRACT 6293		950.00
	4761076	EASTSIDE COMMUNITY PARK		4,807.00
	4761077	TRACT 6302		240.92
	4761078	SPR 19-16 JS WEST		310.00
	4761079	VINELAND AVE REHAB- CALIFORNIA TO I		2,884.49
	4761079	VINELAND AVE REHAB- CALIFORNIA TO I		38.51
	4761080	SGMA IMPLEMENTATION SUPPORT		270.00
	4761081	KEARNEY BLVD REHABILITATION- PARK		95.85
	4761081	KEARNEY BLVD REHABILITATION- PARK		739.75
	4761082	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		120.07
	4761082	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		926.73
	4761083	WELL NO. 12 & 14 EMERGENCY GENERAT		13,950.80
	4761084	NORTHWEST PARK		1,631.10
	4761085	LIONS PARK RECHARGE PROJECT		2,835.12
	4761086	SPR 2021-09 DUTCH BROS		795.63
	4761087	UTILITY MASTER PLAN UPDATES		2,758.95
	4761088	WELL #12 TCP MITIGATION		6,444.50
	4761089	FY 21-22 STREET REHABILITATION PROJE		4,210.00
	4761090	FY 22-23 GENERAL ENGINEERING- STREE		360.00
	4761091	FY 22-23 GENERAL ENGINEERING- WATER		900.00
	4761092	FY 22-23 GENERAL ENGINEERING		1,467.50
	4761093	TPM 2022-01 SHAKTI		155.00
	4761094	SCHAAD TTM		142.50
Total for Check Number 25559:				57,971.87
Total for 11/17/2022:				242,240.35
25544	11157	MIGUEL ANTUNA	11/18/2022	
	111622	PD- 2 DAYS SUBSISTENCE M.ANTUNA DEC		76.00
Total for Check Number 25544:				76.00
Total for 11/18/2022:				76.00
25560	10014	ADMINISTRATIVE SOLUTIONS INC	11/22/2022	
	12012022	HR- DECEMBER EMPLOYER FLEX PLAN		11,900.00
	A1027616	HR- DECEMBER 125 PLAN ADMIN		140.00
	A1027616	HR- DECEMBER BLUE SHIELD PLAN ADM		930.00
	A1027616A	HR- NOVEMBER SEC 125 EMPLOYEE CON		2,886.62
Total for Check Number 25560:				15,856.62
25561	10271	AVENU INSIGHTS & ANALYTICS	11/22/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	INV06-015464	ADM- SUTA SERVICE TAX QTR 06/30/22		83.43
	INV06-015465	ADM- SUTA SERVICE TAX QTR 06/30/22		1,959.02
Total for Check Number 25561:				2,042.45
25562	10042 221169	BACKFLOW INDEPENDENT TESTING WTR- REPAIR RES BACKFLOW- CITY CAU	11/22/2022	52.50
Total for Check Number 25562:				52.50
25563	10054 223180017007	BLUE SHIELD OF CALIFORNIA HR- DECEMBER MEDICAL COVERAGE	11/22/2022	48,891.96
Total for Check Number 25563:				48,891.96
25564	10078 200000001759283	CALIFORNIA STATE DISBURSEMENT C WITHHOLDING ORDER P/R DATE 11/18/2	11/22/2022	305.07
Total for Check Number 25564:				305.07
25565	11633 073350	FAVIOLA CARDENAS CC- COUNCIL MEETING SUPPLIES- OCTOE	11/22/2022	60.00
Total for Check Number 25565:				60.00
25566	10452 COK2211030 COK2211030 COK2211030 COK2211030 COK2211030 COK2211030	CITY OF FRESNO WMD SWR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS	11/22/2022	14.00 44.00 4.00 30.00 8.00 48.00
Total for Check Number 25566:				148.00
25567	10103 34202051201402 34202051201402	COLONIAL LIFE HR- NOVEMBER EMPLOYEE CONTRIBUTI HR- ROUNDING ADJ	11/22/2022	539.50 -0.03
Total for Check Number 25567:				539.47
25568	10104 815550021014764 815550021026546 815550021026548	COMCAST TECH- TECHNOLOGY SVC 11/14/22-12/13/2 TECH- TECHNOLOGY SVC 11/14/22-12/13/2 TECH- TECHNOLOGY SVC 11/14/22-12/13/2	11/22/2022	191.20 153.64 153.64
Total for Check Number 25568:				498.48
25569	10109 111822	COUNTY OF FRESNO PD- OCT PARKING ACTIVITY	11/22/2022	88.00
Total for Check Number 25569:				88.00
25570	10114 92640	CROWN SHORT LOAD CONCRETE SDWLK REP- CONCRETE FOR CURB & GU	11/22/2022	505.64
Total for Check Number 25570:				505.64
25571	11874 47356	CSG CONSULTANTS INC ADM- OCTOBER CODE ENFORCEMENT	11/22/2022	3,321.50
Total for Check Number 25571:				3,321.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
25572	10144	ELBERT DISTRIBUTING INC	11/22/2022	
	PI0049755	PD MAINT- SERVICE KITS		206.09
	PI0049755	VE MAINT- SERVICE KITS		206.10
Total for Check Number 25572:				412.19
25573	10159	FRESNO COUNCIL OF GOVERNMENT	11/22/2022	
	79665/79840	BPO- MULTI-JURISDICTIONAL HOUSING E		9,021.73
Total for Check Number 25573:				9,021.73
25574	11167	FRESNO COUNTY TAX COLLECTOR	11/22/2022	
	2022-2023	VAR- VAR-SVC & ASSESSMENTS 2022/2023		5,841.08
	2022-2023	VAR- VAR-SVC & ASSESSMENTS 2022/2023		151.94
	2022-2023	VAR- VAR-SVC & ASSESSMENTS 2022/2023		182.02
	2022-2023	VAR- VAR-SVC & ASSESSMENTS 2022/2023		11.34
	2022-2023	VAR- VAR-SVC & ASSESSMENTS 2022/2023		182.00
	2022-2023	VAR- VAR-SVC & ASSESSMENTS 2022/2023		181.98
	2022-2023	VAR- VAR-SVC & ASSESSMENTS 2022/2023		231.88
	2022-2023	VAR- VAR-SVC & ASSESSMENTS 2022/2023		3,614.52
	2022-2023	VAR- VAR-SVC & ASSESSMENTS 2022/2023		182.02
Total for Check Number 25574:				10,578.78
25575	10162	FRESNO COUNTY TREASURER	11/22/2022	
	SO20027	PD- 1ST QTR PRISONER PROCESSING SERV		131.28
Total for Check Number 25575:				131.28
25576	10169	FRESNO PET CEMETERY	11/22/2022	
	44390	AAC- 30 ANIMAL CARCASSES DISPOSED C		302.20
Total for Check Number 25576:				302.20
25577	10185	GRAINGER	11/22/2022	
	9463086588	STRTS- ELECTRICAL INSULATING GLOVE		112.11
Total for Check Number 25577:				112.11
25578	11358	GREAT AMERICA FINANCIAL SERVICE	11/22/2022	
	32816303	SWR- LANIER MP5404 COPIER PUBLIC WO		93.72
	32816303	WTR- LANIER MP5404 COPIER PUBLIC WC		93.72
Total for Check Number 25578:				187.44
25579	10191	H & J CHEVROLET INC	11/22/2022	
	CVW28688	VE REP- EMISSION TUBE FOR #1459		23.99
Total for Check Number 25579:				23.99
25580	10514	ICAD INC	11/22/2022	
	16763	WTR- WELL 9 UPS BATTERY ISSUE		940.00
Total for Check Number 25580:				940.00
25581	12321	INDART GROUP INC	11/22/2022	
	2022-28	SWR- KERMAN WWTP SHEEP GRAZING FE		13,800.00
Total for Check Number 25581:				13,800.00
25582	11923	JOE A GONSALVES & SON	11/22/2022	
	160302	ADM- PROFESSIONAL LEGISLATIVE REPR		1,250.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 25582:				1,250.00
25583	10230 071522	KENT M KAWAGOE PHD PD- AMEZQUITA CLIMACO GEMPIS VASQI	11/22/2022	975.00
Total for Check Number 25583:				975.00
25584	10234 100422	KERMAN FLORAL & GIFTS CC- CONDOLENCES- YEP	11/22/2022	87.18
Total for Check Number 25584:				87.18
25585	10239 22846 22894	KERWEST INC CC- INVITING BIDS VINELAND AVE REHA CC- PH NOTICE- TPM 2022-01	11/22/2022	749.00 189.80
Total for Check Number 25585:				938.80
25586	11142 100452730	KIMBALL MIDWEST SWR- OPENING BIN	11/22/2022	163.12
Total for Check Number 25586:				163.12
25587	12320 2022-0099P	LEB DISPUTE RESOLUTIONS INC ADM- ADMIN-HR AWARD PREPARATION	11/22/2022	6,000.00
Total for Check Number 25587:				6,000.00
25588	11096 2174985	LOZANO SMITH LLP ADM- ADMIN-HR PERSONNEL MATTER- 10	11/22/2022	3,986.25
Total for Check Number 25588:				3,986.25
25589	10266 2378480	MOORE TWINING ASSOCIATES INC WTR- HEX SPECIALTY TESTING	11/22/2022	187.00
Total for Check Number 25589:				187.00
25590	10272 001445314902 001445314902 001445314902 001445314902	MUTUAL OF OMAHA HR- DECEMBER INS EMPLOYEE HR- DECEMBER VOLUNTARY LIFE HR- DECEMBER LTD INS EMPLOYER HR- DECEMBER LIFE INSURANCE	11/22/2022	582.19 1,131.39 582.20 494.40
Total for Check Number 25590:				2,790.18
25591	10282 276096173001 276096274001 276096274001 276096274001	OFFICE DEPOT WTR- STEP STOOL STRTS- DESK TRAY SWR- DESK TRAY WTR- DESK TRAY	11/22/2022	43.58 15.98 15.98 15.98
Total for Check Number 25591:				91.52
25592	10305 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159-	PITNEY BOWES BANK INC PURCHASE VAR- POSTAGE FOR METER VAR- POSTAGE FOR METER VAR- POSTAGE FOR METER VAR- POSTAGE FOR METER VAR- POSTAGE FOR METER VAR- POSTAGE FOR METER	11/22/2022	61.44 1.71 2.16 28.18 7.04 46.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.57
	8000-9090-0159-	VAR- POSTAGE FOR METER		286.35
	8000-9090-0159-	VAR- POSTAGE FOR METER		77.85
Total for Check Number 25592:				511.50
25593	10309	PROFORCE LAW ENFORCEMENT	11/22/2022	
	499053	PD- 22 STREAMLIGHT FOREND LIGHTS FC		2,623.98
	499121	PD- 22 MTA SURESHELL SIDE SADDLES FC		1,109.37
	499134	PD- 22 REMINGTON 870 POLICE 12 GAUGE		12,725.62
Total for Check Number 25593:				16,458.97
25594	10596	RED WING BUSINESS ADVANTAGE AC	11/22/2022	
	20221006008742	CS-VAR SAFETY BOOTS- NORBERTO GUTI		20.00
	20221006008742	CS-VAR SAFETY BOOTS- NORBERTO GUTI		121.01
	20221006008742	CS-VAR SAFETY BOOTS- NORBERTO GUTI		20.00
	20221006008742	CS-VAR SAFETY BOOTS- NORBERTO GUTI		30.00
	20221006008742	CS-VAR SAFETY BOOTS- NORBERTO GUTI		30.00
Total for Check Number 25594:				221.01
25595	11714	ROD CARSEY	11/22/2022	
	22-10	BPO- PLAN CHECK FEES- SERVICES SEPT		562.89
	22-10	BPO- PLAN CHECK FEES- ADU 386 498 749		247.50
	22-11	BPO- PLAN CHECK FEES- SERVICES OCT 1		322.11
Total for Check Number 25595:				1,132.50
25596	10327	SAFETY KLEEN SYSTEMS INC	11/22/2022	
	90029242	VE- CLEAN AQUEOUS PARTS WASHER		316.31
Total for Check Number 25596:				316.31
25597	10331	SEBASTIAN	11/22/2022	
	31795	BLDG- REPAIRED TERMINATION ON PHON		227.24
Total for Check Number 25597:				227.24
25598	10335	SILVA AUTO GROUP INC	11/22/2022	
	50583	PD REP- WHEEL SENSORS #1492		315.01
Total for Check Number 25598:				315.01
25599	11650	SITEONE LANDSCAPE SUPPLY COMP/	11/22/2022	
	125240203-001	SD- HERBICIDE		881.00
	125358668-001	LLD- WEATHERGUARD BLANKETS		487.55
Total for Check Number 25599:				1,368.55
25600	11162	STATEWIDE TRAFFIC SAFETY & SIGN	11/22/2022	
	04010236	STRTS- ADHESIVE PADS & CAUTION TAPE		244.01
Total for Check Number 25600:				244.01
25601	10358	TECH DISTRIBUTION & TIRE SPLY	11/22/2022	
	732451	VE SUP- WEIGHT HAMMER		241.01
Total for Check Number 25601:				241.01
25602	11502	TIREHUB LLC	11/22/2022	
	30871638	VE REP- 4 TIRES #1458		635.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 25602:				635.36
25603	10168	UNITY IT	11/22/2022	
	364559	BPO- BATTERY FOR SERVER		183.07
	364559	SCADA SUPPORT OCTOBER 2022		42.50
	364559	BPO- 480/500 GB SSD		96.99
	364559	SCADA SUPPORT OCTOBER 2022		42.50
	364559	BPO- DUPLICATE REMOVAL SOFTWARE		54.48
	364559	TECH- MONTHLY TECH SUPPORT SERVICE		3,548.78
Total for Check Number 25603:				3,968.32
25604	12209	WELL SPY	11/22/2022	
	220142-LN	WTR- VIDEO SURVEY OF WELL #14		675.00
	2201431-LN	WTR- VIDEO SURVEY OF AG WELL		575.00
Total for Check Number 25604:				1,250.00
25605	10406	WEST HILLS OIL INC	11/22/2022	
	75568	VE- ACT PROGRAM PD		140.28
	75568	VE- FUEL NOV 1-15 GALLONS		4,953.92
Total for Check Number 25605:				5,094.20
25606	12319	WESTSIDE CONNECT	11/22/2022	
	129243	BPO- COMMERCIAL PRINTING -1000 CORP		304.75
Total for Check Number 25606:				304.75
Total for 11/22/2022:				156,577.20
25607	12257	AMERITAS LIFE INSURANCE CORP	12/01/2022	
	111922	HR- CLAIMS FUNDING ENDING 11/19/22		864.90
	120122	HR- DEC PREMIUMS		422.50
Total for Check Number 25607:				1,287.40
25608	10035	AQUA NATURAL SOLUTIONS	12/01/2022	
	5035	SWR- SLUDGE REMOVER		319.19
	5041	SWR- SLUDGE REMOVER INDUSTRIAL BL		957.57
Total for Check Number 25608:				1,276.76
25609	10617	C A REDING CO INC	12/01/2022	
	651853	ADM- LANIER/IM C8000-NOV		32.40
	651853	ADM- LANIER/IM C8000-NOV		101.25
	651853	ADM- LANIER/IM C8000-NOV		101.25
	651853	ADM- LANIER/IM C8000-NOV		8.11
	651853	ADM- LANIER/IM C8000-NOV		60.75
	651853	ADM- LANIER/IM C8000-NOV		101.25
Total for Check Number 25609:				405.01
25610	10078	CALIFORNIA STATE DISBURSEMENT	12/01/2022	
	20000001759283	C WITHHOLDING ORDER P/R DATE 12/02/2		305.07
Total for Check Number 25610:				305.07
25611	10105	COMMUNITY HOSPITALS OF CENTRA	12/01/2022	
	1910	PD- OCT BLOOD DRAW CASE CHP 22-435 2		175.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 25611:				175.00
25612	10458 KERM-NOV-2022	RAUL HERRERA ECN POLYGRAPH AN PD- PRE-EMPLOYMENT POLY; APPLICANT	12/01/2022	500.00
Total for Check Number 25612:				500.00
25613	12280 165529282 165529287	FIDELITY SECURITY LIFE INSURANCE HR- DECEMBER VISION PREMIUM HR- DECEMBER COBRA VISION PREMIUM	12/01/2022	777.10 12.87
Total for Check Number 25613:				789.97
25614	10514 16784	ICAD INC SWR- SCADA/PCL ISSUE SWR LIFT STATIO	12/01/2022	1,475.00
Total for Check Number 25614:				1,475.00
25615	10239 22943 22943 22944 22944	KERWEST INC BPO- PUBLIC NOTICE: PUBLIC HEARING C BPO- PUBLIC NOTICE: OTA 2022-02- PROOI BPO- PUBLIC NOTICE: PUBLIC HEARING C BPO- PUBLIC NOTICE: OTA 2022-01- PROOI	12/01/2022	163.10 50.00 116.50 50.00
Total for Check Number 25615:				379.60
25616	10251 2949	LIGHTHOUSE ELECTRIC INC SWR- CONNECT NEW PUMP REMOVE & RI	12/01/2022	1,868.75
Total for Check Number 25616:				1,868.75
25617	BP-M & 22-RES-0419	M & M POOLS & DESIGN INC BPO- PERMIT #22-RES-0419 265 S LUM AVE	12/01/2022	668.96
Total for Check Number 25617:				668.96
25618	11961 3882 3882 3919 3919	MOUNTAIN VALLEY ENVIRONMENTAL WTR- PROFESSIONAL SERV- MVES OCT 20 WTR- PROFESSIONAL SERV- MVES OCT 20 WTR- PROFESSIONAL SERV- MVES NOV 20 SWR- PROFESSIONAL SERV- MVES NOV 20	12/01/2022	3,450.00 3,450.00 3,450.00 3,450.00
Total for Check Number 25618:				13,800.00
25619	10289 3920400666-0	P.G.& E. STRT- MONTHLY SERVICE: 10/15/22-11/15/2	12/01/2022	4,299.41
Total for Check Number 25619:				4,299.41
25620	10324 1588	RIVERSIDE NURSERY & LANDSCAPE MEDIANS- 15 G RED OAKS FOR MEDIANS	12/01/2022	233.23
Total for Check Number 25620:				233.23
25621	12054 21577585112022 21577585112022 21577585112022 21577585112022 21577585112022 21577585112022	SPARKLETTS FIN- DRINKING WATER- ADMIN FIN PLAN FIN- DRINKING WATER- ADMIN FIN PLAN FIN- DRINKING WATER- ADMIN FIN PLAN FIN- DRINKING WATER- ADMIN FIN PLAN PW- DRINKING WATER- PUBLIC WORKS FIN- DRINKING WATER- ADMIN FIN PLAN	12/01/2022	18.95 9.33 2.33 12.83 35.67 4.67

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	21577585112022	FIN- DRINKING WATER- ADMIN FIN PLAN		5.83
	21577585112022	FIN- DRINKING WATER- ADMIN FIN PLAN		9.48
	21577585112022	PW- DRINKING WATER- PUBLIC WORKS		35.66
	21577585112022	FIN- DRINKING WATER- ADMIN FIN PLAN		9.48
Total for Check Number 25621:				144.23
25622	11460	SUPERIOR POOL PRODUCTS LLC	12/01/2022	
	Q2021514	WTR- 130 GAL BULK CHLORINE WELL 17		424.24
	Q2021515	WTR- 75 GAL BULK CHLORINE WELL 9A		252.82
Total for Check Number 25622:				677.06
25623	12209	WELL SPY	12/01/2022	
	2201455-IN	WTR- VIDEO SURVEY OF WELL #14		675.00
Total for Check Number 25623:				675.00
25624	UB*01593	GALILEO BENITEZ	12/01/2022	
		Refund Check 017058-000, 14780 W D ST APT		30.22
Total for Check Number 25624:				30.22
25625	UB*01586	CHARLIE CASTELLANOS	12/01/2022	
		Refund Check 017694-000, 14598 W G ST		7.98
		Refund Check 017694-000, 14598 W G ST		4.28
		Refund Check 017694-000, 14598 W G ST		5.93
		Refund Check 017694-000, 14598 W G ST		7.91
		Refund Check 017694-000, 14598 W G ST		0.48
		Refund Check 017694-000, 14598 W G ST		0.30
		Refund Check 017694-000, 14598 W G ST		102.25
Total for Check Number 25625:				129.13
25626	UB*01592	CENTURY COMMUNITIES	12/01/2022	
		Refund Check 015223-189, 127 S MCKENNA A		0.45
		Refund Check 015223-189, 127 S MCKENNA A		28.50
Total for Check Number 25626:				28.95
25627	UB*01587	ANA DOMINGUEZ	12/01/2022	
		Refund Check 017091-000, 14530 W D ST		14.51
		Refund Check 017091-000, 14530 W D ST		1.17
		Refund Check 017091-000, 14530 W D ST		0.73
		Refund Check 017091-000, 14530 W D ST		10.46
		Refund Check 017091-000, 14530 W D ST		19.50
		Refund Check 017091-000, 14530 W D ST		19.35
		Refund Check 017091-000, 14530 W D ST		147.87
Total for Check Number 25627:				213.59
25628	UB*01585	BERDIE HORN	12/01/2022	
		Refund Check 009990-000, 574 S SISKIYOU A		19.78
		Refund Check 009990-000, 574 S SISKIYOU A		14.26
		Refund Check 009990-000, 574 S SISKIYOU A		23.94
		Refund Check 009990-000, 574 S SISKIYOU A		41.15
Total for Check Number 25628:				99.13
25629	UB*01591	VICTORIA MARTINEZ	12/01/2022	
		Refund Check 013690-000, 756 S 7TH ST		0.13
		Refund Check 013690-000, 756 S 7TH ST		7.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
		Refund Check 013690-000, 756 S 7TH ST		1.90
		Refund Check 013690-000, 756 S 7TH ST		3.80
			Total for Check Number 25629:	12.92
25630	UB*01588	NATIVIDAD REYES TORRES	12/01/2022	
		Refund Check 018486-000, 401 S DEL NORTE		22.97
			Total for Check Number 25630:	22.97
25631	UB*01589	HERCULANO ROSAS	12/01/2022	
		Refund Check 009031-001, 758 S 1ST ST		25.70
		Refund Check 009031-001, 758 S 1ST ST		19.12
		Refund Check 009031-001, 758 S 1ST ST		13.78
		Refund Check 009031-001, 758 S 1ST ST		24.56
			Total for Check Number 25631:	83.16
25632	UB*01582	VERONICA SERNA	12/01/2022	
		Refund Check 000446-000, 557 S DEL NORTE		98.93
			Total for Check Number 25632:	98.93
25633	UB*01584	NIRMAL SIDHU	12/01/2022	
		Refund Check 011149-004, 14460 W D ST		6.65
		Refund Check 011149-004, 14460 W D ST		0.67
		Refund Check 011149-004, 14460 W D ST		12.41
		Refund Check 011149-004, 14460 W D ST		9.23
			Total for Check Number 25633:	28.96
25634	UB*01583	JOGINDER SINGH	12/01/2022	
		Refund Check 009357-000, 14568 W SUNSET /		9.23
		Refund Check 009357-000, 14568 W SUNSET /		6.65
		Refund Check 009357-000, 14568 W SUNSET /		12.41
		Refund Check 009357-000, 14568 W SUNSET /		3.26
		Refund Check 009357-000, 14568 W SUNSET /		0.23
			Total for Check Number 25634:	31.78
25635	UB*01590	THE DEN SMOKE HOUSE & BREWERY	12/01/2022	
		Refund Check 015463-000, 651 S MADERA AV		450.21
			Total for Check Number 25635:	450.21
			Total for 12/1/2022:	30,190.40
			Report Total (238 checks):	900,614.79

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 12/1/2022 3:31 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	11/04/2022	
	110422	C PR TAX DEPOSIT- 11/04/22- SDI PAYABLE		2,029.94
	110422	C PR TAX DEPOSIT- 11/04/22- SIT PAYABLE		4,313.90
Total for this ACH Check for Vendor 10147:				6,343.84
ACH	10517	FEDERAL TAXES PAYROLL	11/04/2022	
	110422	C PAYROLL TAX DEPOSIT- 11/04/22- FIT PA		15,618.47
	110422	C PAYROLL TAX DEPOSIT- 11/04/22- FICA M		5,723.82
	110422	C PAYROLL TAX DEPOSIT- 11/04/22- FICA P		23,622.32
Total for this ACH Check for Vendor 10517:				44,964.61
ACH	10518	KERMAN POLICE OFFICERS ASSN	11/04/2022	
	110422	C MEMBERSHIP DUES- 11/04/22		801.25
Total for this ACH Check for Vendor 10518:				801.25
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	11/04/2022	
	110422	C MEMBERSHIP DUES- 11/04/22		165.00
Total for this ACH Check for Vendor 10519:				165.00
ACH	10520	ICMA-RC	11/04/2022	
	110422	C DEFERRED COMP- 11/04/22		2,492.40
Total for this ACH Check for Vendor 10520:				2,492.40
Total for 11/4/2022:				54,767.10
Report Total (5 checks):				54,767.10

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 12/1/2022 3:33 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	11/18/2022	
	111822	C PR TAX DEPOSIT- 11/18/22- SDI PAYABLE		1,813.32
	111822	C PR TAX DEPOSIT- 11/18/22- SIT PAYABLE		4,151.10
Total for this ACH Check for Vendor 10147:				5,964.42
ACH	10517	FEDERAL TAXES PAYROLL	11/18/2022	
	111822	C PAYROLL TAX DEPOSIT- 11/18/22- FICA P		21,950.28
	111822	C PAYROLL TAX DEPOSIT- 11/18/22- FIT PA		13,073.79
	111822	C PAYROLL TAX DEPOSIT- 11/18/22- FICA M		5,322.56
Total for this ACH Check for Vendor 10517:				40,346.63
ACH	10518	KERMAN POLICE OFFICERS ASSN	11/18/2022	
	111822	C MEMBERSHIP DUES- 11/18/22		801.25
Total for this ACH Check for Vendor 10518:				801.25
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	11/18/2022	
	111822	C MEMBERSHIP DUES- 11/18/22		172.50
Total for this ACH Check for Vendor 10519:				172.50
ACH	10520	ICMA-RC	11/18/2022	
	111822	C LOAN PAYMENTS		2,666.80
	111822	C DEFERRED COMP- 11/18/2022		2,492.40
Total for this ACH Check for Vendor 10520:				5,159.20
ACH	10522	CALPERS	11/18/2022	
	111822	EMPLOYEE PAID CONTRIBUTIONS		12,011.14
	111822	C EMPLOYER PAID CONTRIBUTIONS- 11/1		15,296.28
Total for this ACH Check for Vendor 10522:				27,307.42
Total for 11/18/2022:				79,751.42
Report Total (6 checks):				79,751.42

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
Printed: 12/1/2022 3:40 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10386	US BANK CORPORATE PAYMENT	11/14/2022	
	JG-092722	AAC- FIRST POWER LP-E10 BATTERY FOR		57.96
	JJ-092022	ADM- DESK STAND DGONZALES		532.89
	JJ-101422	ADM- LEAGUE OF CAL CITIES REGISTRAT		50.00
	MB-092122	BLDG- 2 REPLACEMENT CAMERAS FOR F		324.64
	MB-092422	SWR- A. TINOCO HOTEL STAY FOR WQI CI		328.32
	MB-100322	BLDG- CHAIRS FOR PW DIRECTOR OFFICI		56.66
	MB-100322	BLDG- CHAIRS FOR PW DIRECTOR OFFICI		56.67
	MB-100322	BLDG- CHAIRS FOR PW DIRECTOR OFFICI		56.66
	MB-101122	BLDG- SECURITY CAMERAS FOR PW OFFI		524.86
	MB-101322	PARKS 50%- ARBORIST CERT STUDY GUIE		32.90
	MB-101322	LLD 50%- ARBORIST CERT STUDY GUIDE		32.89
	MB-101422	WTR CONSRV- WTR CONSERV HANDBOOI		106.00
	MB-101422	BLDG- MOSQUITO ZAPPERS FOR PW OFFI		95.84
	MB-101922	PD REP- NEW ALARM #21-1		417.02
	MB-101922	VE REP- NEW RADIO #1426		479.00
	MB-102022	SWR- WADER FOR USE AT POND #3		97.50
	MR-092222	CLRK- CLERKS ASSOC DUES		200.00
	MR-100422	CC- ZOOM- ANNUAL FEE		149.90
	MR-100522	BPO- COUNTY OF FRESNO CLERKS OFFIC		51.18
	MR-101022	CLRK- ERGOTRON- STANDING DESK		532.89
	MR-101722	CLRK- CLERKS CONFERENCE		350.00
	MR-102122	CLRK- CODE WORKING LUNCH		52.11
	MR-102222	BPO- ME N EDS PIZZA PARLOR		78.98
	MR-102222	FIN- RETURN ERGOTRON (STAND UP DESI		-729.04
	TJ- 102022	REC- WALMART-ASP SNACKS		33.94
	TJ-03576-230531	CS- CANVA MONTHLY SUBSCRIPTION OC		12.95
	TJ-092422	REC- STARBUCKS- COFFEE FOR PARK FOI		40.00
	TJ-092922	CS- NUTRITION LUNCH SPECIALS- RE-OPI		381.16
	TJ-100522	BPO- WALMART HOUSING ELEMENT		47.45
	TJ-100522	CS- REPLACEMENT HANDSET- RE-OPENIN		39.53
	TJ-101322	CS- CHARGING CABLES AND WALL PLUG-		30.10
	TJ-101822	REC- OVERNIGHT PARKING- CAL FRESH F		28.00
	WB-101422	AAC- DOG FOOD AND CAT FOOD		115.86
	WB-102122	AAC- CAT LITTER		80.12
	WB-103122	PD- ARMORER- REM870 TRAINING OFC. A		195.00
	WM-092322	AAC- DOG FOOD TRAINING PADS AND CA		169.83
Total for this ACH Check for Vendor 10386:				5,109.77
Total for 11/14/2022:				5,109.77
Report Total (1 checks):				5,109.77

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 12/1/2022 3:35 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10644	US BANK EQUIPMENT FINANCE	11/30/2022	
	487080244	Copier Lease Contract# 500-0603804-000 (PD)		115.52
	487080244	Copier Lease Contract# 500-0656773-000 (Adm		111.21
	487080244	Copier Lease Contract# 500-0656773-000 (Adm		8.90
	487080244	Copier Lease Contract# 500-0589336-000 (Plan		-47.95
	487080244	Copier Lease Contract# 500-0656773-000 (Adm		111.21
	487080244	Copier Lease Contract# 500-0656773-000 (Adm		66.73
	487080244	Copier Lease Contract# 500-0655084-000 (SR C		179.82
	487080244	Copier Lease Contract# 500-0656773-000 (Adm		111.21
	487080244	Copier Lease Contract# 500-0653189-000 (Com		86.10
	487080244	Copier Lease Contract# 500-0656773-000 (Adm		35.60
	487080244	Copier Lease Contract# 500-0589336-000 (Plan		-47.95
Total for this ACH Check for Vendor 10644:				730.40
Total for 11/30/2022:				730.40
Report Total (1 checks):				730.40

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
CD's:										
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00	(98,000.00)		-	-	1,117.74
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00	(98,000.00)		-		1,539.27
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00			51,000.00	50,839.35	670.20
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00			96,000.00	95,517.12	1,443.95
Morgan Staley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00			240,000.00	238,240.80	3,927.45
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00			97,000.00	96,184.23	1,587.35
UBS Bank Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00			98,000.00	96,969.04	1,097.34
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	47,153.76	749.79
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00			248,000.00	238,156.88	1,937.80
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00			205,000.00	198,891.00	2,620.91
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00			245,000.00	238,316.40	-
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	239,698.20	-
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	239,698.20	-
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24		249,000.00		249,000.00	247,316.76	-
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	226,381.84	-
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	236,591.60	-
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25		245,000.00		245,000.00	237,206.55	-
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	220,691.19	627.62
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24		500,000.00		500,000.00	492,425.00	-
Total CD's					2,756,000.00	798,000.00	-	3,554,000.00	3,440,277.92	17,335.67
Securities America Sweep Program										
Beginning Balance					0.01			0.01		
Transfers In/(Out)										
						269.84		269.84		
						3,927.45		3,927.45		
						0.02		0.02		
						1,117.74		1,117.74		
						98,000.00		98,000.00		
						(278.84)		(278.84)		
						(103,036.22)		(103,036.22)		
						2,844.31		2,844.31		
						(2,844.25)		(2,844.25)		
						(0.06)		(0.06)		
						2,621.00		2,621.00		
					0.01	2,620.99	-	2,621.00	2,621.00	-

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
Local Agency Investment Fund										
Beginning Balance	98-10-400				11,958,206.80			11,958,206.80		-
	Interest	0.33%	7/15/22			22,388.27		22,388.27		22,388.27
		1.35%	10/14/22			40,765.56		40,765.56		40,765.56
								-		-
								-		
								-		
	Transfers In/(Out)							-		
								-		
								-		
	Total - LAIF	0.84%			11,958,206.80	63,153.83	-	12,021,360.63	12,021,360.63	63,153.83
Central Valley Money Market Acct										
Beginning Balance	015030960				3,138,035.16			3,138,035.16		
	Interest		7/11/22			68.78		68.78		68.78
			7/29/22			130.68		130.68		130.68
			8/31/22			226.98		226.98		226.98
			9/30/22			206.36		206.36		206.36
			10/31/22			213.26		213.26		213.26
	Transfers In/(Out)							-		
								-		
								-		
		0.08%						-		
					3,138,035.16	846.06	-	3,138,881.22	3,138,881.22	846.06
Subtotal All City Investments		1.27%			17,852,241.96	861,999.89	-	18,714,241.85	18,600,519.77	81,335.56
Total Investments					17,852,241.97	864,620.88	-	18,716,862.85	18,603,140.77	81,335.56
								Market Value Adjustment	(113,722.08)	
								864,620.88		
								864,620.88		
								0.00		



STAFF REPORT

MEETING DATE: December 14, 2022

PRESENTER: Marci Reyes, City Clerk

SUBJECT: Remote City Council Meetings Under New Brown Act Requirements (AB 361) (MR)

RECOMMENDATION: Council by motion adopt resolution reauthorizing remote teleconference public meetings by the City Council and all boards, commissions, and standing committees of the City in accordance with Assembly Bill 361.

EXECUTIVE SUMMARY:

On September 16, 2021, Governor Gavin Newsom signed AB 361 into law. AB 361 amends the Brown Act to allow for remote public meetings without having to comply with standard provisions and restrictions for remote meetings under the Brown. AB 361 temporarily writes into the Brown Act some remote meeting requirements the City has already met and implemented under the Governor's prior Executive Orders issued during the COVID-19 pandemic. AB 361 includes additional requirements in the form of an initial authorizing resolution (effective for up to 30 days) and subsequent resolutions to extend the use of remote meetings for additional periods of 30 days thereafter. The bill included an urgency provision making the law immediately effective upon signature by the Governor.

The City Council adopted the following resolutions authorizing remote meetings in accordance with AB 361:

- | | | | |
|---------------------|---------------|----------------------|---------------|
| • October 13, 2022 | Res No. 21-78 | • May 11, 2022 | Res No. 22-29 |
| • November 10, 2021 | Res No. 21-85 | • June 22, 2022 | Res No. 22-39 |
| • December 22, 2021 | Res No. 21-91 | • July 13, 2022 | Res No. 22-47 |
| • January 12, 2022 | Res No. 22-02 | • August 10, 2022 | Res No. 22-62 |
| • February 9, 2022 | Res No. 22-07 | • August 24, 2022 | Res No. 22-64 |
| • March 9, 2022 | Res No. 22-15 | • September 14, 2022 | Res No 22-69 |
| • March 23, 2022 | Res No. 22-20 | • October 12, 2022 | Res No 22-75 |
| • April 13, 2022 | Res No. 22-22 | • November 9, 2022 | Res No. 22-80 |

If the City Council wishes to continue to utilize remote meetings under AB 361, the City Council needs to adopt a reauthorizing resolution such as that attached to this staff report.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 22-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN REAUTHORIZING REMOTE
TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING
COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361**

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID 19) that remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N 29 20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N 08 21 which indicated that Executive Order N 29 20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, the City Council of the City of Kerman adopted a proclamation of a local emergency related to the COVID 19 virus on March 17, 2020; and

WHEREAS, the City of Kerman ("City") is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and Boards, Commissions, and Standing Committees (hereafter collectively referred to as "legislative bodies"; and

WHEREAS, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act, Government Code Sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Section 54953(b)(3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda; and
2. Each teleconference location is accessible to the public; and
3. Members of the public must be able to address the body at each teleconference location; and
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code Section 54953(e) et seq., allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code Section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code Section 8558; and

WHEREAS, the Governor's Proclamation of a State of Emergency includes area within the jurisdictional boundaries of the City; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) added by AB 361 provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when City Council has reconsidered the circumstances of the COVID 19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID 19 continues to directly impact the ability of the members of City Council and the members of the City's Boards, Commissions, and Standing Committees to meet safely in person; and
2. The State of California and the County of Kerman continue to recommend measures to promote social distancing.

WHEREAS, Government Code Section 54953(e) et seq. further requires that state or local officials have imposed or recommended measures to promote social distancing or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the City in that (i) State and Local officials recommend social distancing measures and (ii) emergency conditions evidenced by COVID 19 and its variants create ongoing COVID 19 cases, hospitalizations, and deaths and meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the City Council affirms that it will allow for observation and participation by Council Members as well as Board, Commission, and Standing Committee Members and the public via Zoom in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, on October 13, 2021, the City Council adopted Res No. 21-78 and has continued every thirty days with corresponding Resolutions Authorizing Remote Teleconference Meetings by the City Council and all Boards, Commissions, and Standing Committees of the City in Accordance With Assembly Bill 361; and

WHEREAS, Government Code Section 54953(e)(3) requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency; and

WHEREAS, the Council wishes to affirm the need and findings necessary for continuing the teleconferencing as authorized by AB 361.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY RESOLVES AS FOLLOWS:

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

Section 2. The City Council finds that the state of emergency conditions related to COVID 19 as set forth in the Governor's and City's Proclamations of Emergency and are on-going.

- Section 3. The City Council further finds that state and county official recommend social distancing conditions causing imminent risk to attendees as described above exist.
- Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency in the City of Kerman as proclaimed by the Governor and the City Council and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.
- Section 5. The City Council finds that the state of emergency as a result of COVID 19 continues to directly impact the ability of members of the City Council and the members of the City's Boards, Commissions, and standing committees to meet safely in person and such fact creates an imminent health risk to such members.
- Section 6. The City Council hereby authorizes the City Council and all of the Boards, Commissions, and Standing Committees of City to conduct their meetings without compliance with Government Code Section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code Section 54953(e) et seq.
- Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code Section 54953(e) et seq., and other applicable provisions of the Brown Act, for all City Council meetings, and all Boards, Commissions, and standing committee meetings of the City.
- Section 8. This resolution shall take effect immediately upon its adoption and shall be effective for thirty days during which the City Council and all City legislative bodies may continue to meet remotely, without compliance with Government Code Section 54953(b)(3), but otherwise as permitted by Government Code Section 54953(e) et seq.

The foregoing resolution was considered by the City Council of the City of Kerman at a regular meeting of said Council held on the 14th day of December 2022, and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: December 14, 2022

PRESENTER: John Golden, Chief of Police

SUBJECT: Agreement with AXON Enterprises, Inc. for TASER 7 Conducted Energy Devices, Maintenance, and Training (JG)

RECOMMENDATION: Council by motion adopt resolution approving the 2022-2027 Master Services and Purchasing Agreement with AXON Enterprise, Inc. for Taser 7 Conducted Energy Devices in the amount of \$106,848.65.

EXECUTIVE SUMMARY: The City of Kerman (City) has been in an agreement with AXON Enterprises, Incorporated (AXON) since 2018 for the purchase and maintenance of TASER X26P Conducted Electronic Weapon (CEW) system for the Kerman Police Department. This agreement includes warranty of the TASER equipment, training and certification of authorized Police Department staff in the proper use and maintenance of the CEW devices and cartridges for training and deployment. The current agreement purchase is part of a 5-year service contract that expires on January 2023, which is the 5-year use of life recommended by AXON for individual devices. The proposed agreement results in savings to the City and superior equipment consisting of the purchase of 30 new TASER 7 Conducted Energy Devices, Maintenance, and Training totaling \$106,848.65.

DISCUSSION

The potential risks and officer safety concerns associated with the use of TASER CEWs that are more than 5 years old are attached in the addendum TASER 7 Proposal. However, any individual element or a combination of elements such as field use, exposure to the elements, age, plus normal wear and tear could have a direct effect on the reliability of TASER CEWs. These issues create a risk of sudden electrical failure, which would compromise officer safety. The X26P CEW's that are currently being used by officers in the field are nearing the end of their aforementioned 5-year recommended life cycle. Further, AXON will discontinue the X26P model, but have not yet set a date which would limit the availability of supplies and or repairs.

Conversely the recommended TASER 7 is vastly superior to the X26P. The design of the TASER 7 was specifically developed to address issues law enforcement had with the X26P and similar TASER CEWs. Improvements with accuracy, close quarter deployments, probe design, and multiple shot capabilities make the TASER 7 the most reliable and effective CEW on the market.

(30) TASER 7s in 2023 will cost \$117,000.00 on a 60-month contract. This proposal gives the same deal for \$99,018.15 after refunds and buyback credits if approved in December 2022. There is pressing and legitimate need to update the TASER CEWs currently issued to our enforcement personnel.

A detailed summary of the equipment prepared by Sgt. Belding is attached as Attachment 'B'.

FISCAL IMPACT:

The current contract for 25 TASER XP26 CEWs is \$10,662.53 per year. The proposed agreement provides 30 TASER 7 CEWs that will cover the 26 authorized PD enforcement officers as well as Level 1 Reserve officers. The total cost would be \$106,887.70 consisting of five equal yearly payments of \$21,377.53.

The yearly payment reflects AXON buying back our current 25 Taser X26 at \$200 each, as well as prorating the remainder of our current contract of \$2,962.50 + tax for a total prorate of \$3,228.40.

ATTACHMENTS:

- A. Resolution w/Exhibit
- B. Detailed Summary of the Equipment prepared by Sgt. Belding

RESOLUTION NO. 22-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING THE 2022-2027 MASTER SERVICES AND PURCHASING AGREEMENT
AXON, INC. FOR TASER 7 CONDUCTED ENERGY DEVICES**

WHEREAS, the City of Kerman is in an agreement with AXON, Inc. for TASER X26P Conducted Energy Devices, Training, and Maintenance which is to expire in January 2023; and

WHEREAS, the City would like to enter a new agreement to updated TASER 7 Conducted Energy Devices.

NOW THEREFORE, the City Council of the City of Kerman resolves as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. The council approves the 2022-2027 Master Services and Purchasing Agreement with Axon, Inc. for Taser 7 Conducted Energy and Related Price Quote attached as Exhibit 'A' and incorporated by reference.
3. The Council authorizes the City Manager to sign the agreement on behalf of the City.
4. This resolution is effective upon adoption.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 14th day of December 2022, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Mayor

Marci Reyes
City Clerk



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

1. **Definitions.**

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

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

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

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

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided “AS IS,” without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon (“Third-Party Products”) are not covered by Axon’s warranty and are only subject to the warranties of the third-party provider or manufacturer.**

Title: Master Services and Purchasing Agreement between Axon and Agency (online)

Department: Legal

Version: 3.0

Release Date: 8/31/2022

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Axon Cloud Services Terms of Use Appendix

1. Definitions.

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

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

Master Services and Purchasing Agreement for Agency

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
- 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
- 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

**Master Services and Purchasing Agreement for Agency**

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

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

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



Master Services and Purchasing Agreement for Agency

choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

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

Master Services and Purchasing Agreement for Agency

Professional Services Appendix

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

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

System set up and configuration

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

Dock configuration

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

Best practice implementation planning session

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

System Admin and troubleshooting training sessions

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

Axon instructor training (Train the Trainer)

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

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need

Master Services and Purchasing Agreement for Agency

Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
/Dock configuration - Work with Agency to decide the ideal location of Dock setup and set configurations on Dock - Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency - Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End user go-live training and support sessions - Assistance with device set up and configuration - Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration - Configure Axon Evidence categories & custom roles based on Agency need. - Troubleshoot IT issues with Axon Evidence. - Register users and assign roles in Axon Evidence. For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: - Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies - Discuss the importance of entering metadata and best practices for digital data management - Provide referrals to other agencies using TASER CEWs and Axon Evidence For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training - Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. For the CEW Full Service Package: Training for up to 3 individuals at Agency For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
--

Master Services and Purchasing Agreement for Agency

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote (“**OSP 7 Term**”).
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

Master Services and Purchasing Agreement for Agency

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



Master Services and Purchasing Agreement for Agency

- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Master Services and Purchasing Agreement for Agency**Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Master Services and Purchasing Agreement for Agency**Axon Fleet Appendix**

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

**Master Services and Purchasing Agreement for Agency**

7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the “Fleet Technology Assurance Plan” (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware (“**Axon Fleet Upgrade**”) as schedule on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency’s Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Master Services and Purchasing Agreement for Agency**Axon Respond Appendix**

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Master Services and Purchasing Agreement for Agency**Add-on Services Appendix**

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Master Services and Purchasing Agreement for Agency**Axon Commander Software Appendix**

This Appendix applies if Axon Commander is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.**4. Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

Master Services and Purchasing Agreement for Agency

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
- 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
- 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
- 5.8. misrepresent the source or ownership; or
- 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



Master Services and Purchasing Agreement for Agency

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Master Services and Purchasing Agreement for Agency**Axon Channel Services Appendix**

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **“Axon Digital Evidence Management System”** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **“Active Channel”** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **“Inactive Channel”** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency’s third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (**“Channel Services SOW”**). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency’s network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
4. **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
6. **Monitoring.** Axon may monitor Agency’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of channel services.
7. **Agency’s Responsibilities.** Axon’s successful performance of the Channel Services requires Agency:
 - 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4. Ensure all appropriate data backups are performed;
 - 7.5. Provide Axon with remote access to the Agency’s network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

Master Services and Purchasing Agreement for Agency

Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“ASE”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
2. **Full-Time ASE Scope of Services.**
 - 2.1. A Full-Time ASE will work on-site four (4) days per week.
 - 2.2. Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
 - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.
 - 2.4. The Full-Time ASE **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining Agency’s Axon Evidence account
Connecting Agency to “Early Access” programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing Agency’s Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, tier 1 and tier 2 technical support for Axon devices
Proactively monitoring the health of Axon equipment
Creating and monitoring RMAs on-site
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency’s production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon’s Device Management team
Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**
 - 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
 - 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
 - 3.4. The Regional ASE service options are listed below:

Master Services and Purchasing Agreement for Agency**Account Maintenance**

Conducting remote training on new features and devices for Agency's leadership
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly conference calls to cover current issues and program status
Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices
Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities
Comparing an Agency's Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team
Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up to 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

Master Services and Purchasing Agreement for Agency**Axon Investigate Appendix**

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software



Master Services and Purchasing Agreement for Agency

provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- 1.2. **"Recipient Contact Information"** means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

Master Services and Purchasing Agreement for Agency

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

Master Services and Purchasing Agreement for Agency

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in MY90, Customer will:
 - 19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if

Master Services and Purchasing Agreement for Agency

account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
- 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customers will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-431 **Section 5, Item F.**

Issued: 10/31/2022

Quote Expiration: 12/15/2022

Estimated Contract Start Date: 01/01/2023

Account Number: 109106

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-850 S Madera Ave 850 S Madera Ave Kerman, CA 93630-1741 USA	Kerman Police Dept. - CA 850 S Madera Ave Kerman, CA 93630-1741 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Jeff Belding Phone: (559) 846-6634 Email: jeff.belding@fcle.org Fax: (559) 846-9435

Quote Summary

Program Length	60 Months
TOTAL COST	\$99,018.15
ESTIMATED TOTAL W/ TAX	\$106,848.65

Discount Summary

Average Savings Per Year	\$6,695.12
TOTAL SAVINGS	\$33,475.60

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$19,803.59	\$1,566.10	\$21,369.69
Dec 2023	\$19,803.64	\$1,566.10	\$21,369.74
Dec 2024	\$19,803.64	\$1,566.10	\$21,369.74
Dec 2025	\$19,803.64	\$1,566.10	\$21,369.74
Dec 2026	\$19,803.64	\$1,566.10	\$21,369.74
Total	\$99,018.15	\$7,830.50	\$106,848.65

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

Section 5, Item F.

\$109,165.75
\$99,018.15

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$2,962.50)	(\$2,962.50)	(\$265.90)	(\$3,228.40)
T7Cert	2021 Taser 7 Certification Bundle	30	60	\$72.96	\$60.00	\$56.22	\$101,196.00	\$8,026.00	\$109,222.00
A la Carte Hardware									
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$789.75	\$784.65	\$784.65	\$70.40	\$855.05
A la Carte Services									
20120	TASER INSTRUCTOR COURSE VOUCHER	1			\$375.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$99,018.15	\$7,830.50	\$106,848.65

Delivery Schedule

Section 5, Item F.

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	30	12/01/2022
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	12/01/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	36	12/01/2022
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	28	12/01/2022
2021 Taser 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	2	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	90	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	90	12/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/01/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	60	12/01/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	60	12/01/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	12/01/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	12/01/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/01/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/01/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	12/01/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	12/01/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	12/01/2022
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/01/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/01/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	60	12/01/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/01/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/01/2025
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	60	12/01/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/01/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	30	01/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	01/01/2023	12/31/2027

Services

Bundle	Item	Description	QTY
A la Carte	20120	TASER INSTRUCTOR COURSE VOUCHER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	36	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	30	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	1	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/01/2023	12/31/2027

Payment Details

Section 5, Item F.

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	(\$592.50)	(\$53.18)	(\$645.68)
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$156.93	\$14.08	\$171.01
Year 1	20120	TASER INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 1	T7Cert	2021 Taser 7 Certification Bundle	30	\$20,239.16	\$1,605.20	\$21,844.36
Total				\$19,803.59	\$1,566.10	\$21,369.69

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	(\$592.50)	(\$53.18)	(\$645.68)
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$156.93	\$14.08	\$171.01
Year 2	20120	TASER INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 2	T7Cert	2021 Taser 7 Certification Bundle	30	\$20,239.21	\$1,605.20	\$21,844.41
Total				\$19,803.64	\$1,566.10	\$21,369.74

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	(\$592.50)	(\$53.18)	(\$645.68)
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$156.93	\$14.08	\$171.01
Year 3	20120	TASER INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 3	T7Cert	2021 Taser 7 Certification Bundle	30	\$20,239.21	\$1,605.20	\$21,844.41
Total				\$19,803.64	\$1,566.10	\$21,369.74

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	(\$592.50)	(\$53.18)	(\$645.68)
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$156.93	\$14.08	\$171.01
Year 4	20120	TASER INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 4	T7Cert	2021 Taser 7 Certification Bundle	30	\$20,239.21	\$1,605.20	\$21,844.41
Total				\$19,803.64	\$1,566.10	\$21,369.74

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	(\$592.50)	(\$53.18)	(\$645.68)
Year 5	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$156.93	\$14.08	\$171.01
Year 5	20120	TASER INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 5	T7Cert	2021 Taser 7 Certification Bundle	30	\$20,239.21	\$1,605.20	\$21,844.41
Total				\$19,803.64	\$1,566.10	\$21,369.74

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, p prior to invoicing.

Section 5, Item F.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Section 5, Item F.

Agency has existing contract #00017153 (f_shell 00047921) (originated via Q-152370) and is terminating that contract upon the new license start date (1/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$2962.50 to refund paid, but undelivered services. This discount is based on a ship date range of 12/1/2022 - 12/15/2022, resulting in a 1/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Invoice INV-113224 and/or Year 5 Billing of contract 00017153 .

Signature

Date Signed

10/31/2022





STAFF REPORT

MEETING DATE: December 14, 2022

PRESENTER: John Golden, Chief of Police

SUBJECT: Resolution Approving 2022-2023 Adult Compliance Team Agreement to Participate with Fresno County (JG)

RECOMMENDATION: Motion to adopt resolution approving 2022-2023 Adult Compliance Team Agreement with County of Fresno

EXECUTIVE SUMMARY:

The Kerman Police Department applied for and was selected to participate in the county-wide Adult Compliance Team (ACT) in 2016.

The ACT team is funded from the State of California to create a cooperative unit of law enforcement officers capable of addressing public safety concerns and issues facing Fresno County related to the early release of felons under the Public Safety Realignment Act (AB 109) Implementation Plan of 2011.

The Fresno ACT team has been in existence since 2011 and is currently staffed with peace officers from the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Fresno, Clovis, Selma, Kingsburg, and Reedley Police Departments.

The ACT team expanded in 2016 and Kerman Police Department was selected to participate in this joint agency task force. This agreement has been extended again to this current year. The yearly contract agreement will fully fund 1 full-time officer, including overtime, court time, vehicle, and all necessary equipment including safety equipment, computer, firearms, cell phone, and vehicle operating expenses for that officer.

FISCAL IMPACT:

The Kerman Police Department applied for and was selected to participate in the county-wide Adult Compliance Team (ACT) in 2016.

The ACT team is funded from the State of California to create a cooperative unit of law enforcement officers capable of addressing public safety concerns and issues facing Fresno County related to the early release of felons under the Public Safety Realignment Act (AB 109) Implementation Plan of 2011.

The Fresno ACT team has been in existence since 2011 and is currently staffed with peace officers from the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Fresno, Clovis, Selma, Kingsburg, and Reedley Police Departments.

The ACT team expanded in 2016 and Kerman Police Department was selected to participate in a joint agency task force. This agreement has been extended again to this current year. The yearly contract agreement will fully fund 1 full-time officer, including overtime, court time, vehicle, and all necessary equipment including safety equipment, computer, firearms, cell phone, and vehicle operating expenses for that officer.

Section 5, Item G.

ATTACHMENTS:

- A. Resolution w/Exhibit

RESOLUTION NO. 22- ____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
2022-2023 ADULT COMPLIANCE TEAM AGREEMENT WITH COUNTY OF FRESNO**

WHEREAS, the State of California, under Assembly Bill 109, the Public Safety Realignment Act (AB 109), has realigned responsibilities for probation, post release community supervision (PRCS) and mandatory supervised release of offenders; and

WHEREAS, the Public Safety Realignment Act (AB 109) Implementation Plan of 2011, including its updates, hereinafter collectively referred to as "AB 109 PLAN," was developed by the Fresno County Community Corrections Partnership (CCP) and approved by the Fresno County Board of Supervisors; and

WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Fresno, Clovis, Selma, Kingsburg and Reedley Police Departments; and

WHEREAS, the State of California has provided funding to COUNTY for the purpose of implementing AB109 services and will fully fund the yearly contract agreement with Kerman PD for one (1) full time officer, including all equipment and operational costs, for the period of July 1, 2022 through June 30, 2023.

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

Section 1. The foregoing recitals are true and correct and are incorporated by reference.

Section 2. The City Council approves the Adult Compliance Team Agreement with County of Fresno (ACT Agreement) attached as Exhibit 'A'.

Section 3. The City Manager is authorized to sign the ACT Agreement on behalf of the City.

Section 4. This resolution is effective upon adoption.

The forgoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Kerman held on the 14th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Mayor

ATTEST:

Marci Reyes
City Clerk

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated _____ and is between CITY OF KERMAN, a municipal corporation, whose address is 850 S Madera Ave, Kerman, CA 93630 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. Under Assembly Bill 109, the Public Safety Realignment Act (AB 109), that was signed into law on April 5, 2011, the State of California has realigned responsibilities for probation, post release community supervision (PRCS), and mandatory supervised release of offenders. The State of California has provided funding to County for the purpose of implementing AB 109 services.

B. The County requires an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive, and evidence-based practices leading to enhanced public safety and offender compliance. Subsequently, the AB 109 Implementation Plan of 2011, collectively referred to as the "AB 109 PLAN," includes formation of the Adult Compliance Team (ACT), to create a cooperative unit capable of addressing public safety concerns and issues facing local law enforcement in Fresno County. The ACT is comprised of representatives of the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Clovis, Fresno, Kerman, Kingsburg, Reedley, Sanger, and Selma Police Departments.

C. The AB 109 PLAN, including its updates, was developed by the Fresno County Community Corrections Partnership (CCP), and approved by the Fresno County Board of Supervisors. This implementation plan was approved by the CCP on August 19, 2011 and approved by the Board on September 13, 2011.

D. The Contractor desires to continue to be a member of the ACT and the County desires to maintain the Contractor as an ACT member, and to continue to implement AB 109 services.

E. The Contractor also desires to participate in the Pretrial After-Hours Response as set forth in Exhibit A.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 Scope of Services. The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

1.2 Representation. The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 Compliance with Laws. The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Responsibilities

2.1 The County shall compensate the Contractor for an amount equal to the cost of One (1) City of Kerman Police Officer for assignment to the ACT, not to exceed the maximum amount payable under this Agreement of \$146,528.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in this section.

3.2 Maximum Compensation. The maximum compensation payable to the Contractor under this Agreement is One Hundred Forty-Three Thousand Three Hundred Eighty-Eight Dollars (\$143,388) to participate as an ACT member and implement AB 109 services, plus Three Thousand One Hundred Forty Dollars (\$3,140), for Pretrial After-Hours Response activities, during the annual term of this Agreement. In no event shall compensation paid for all services performed under this Agreement exceed One Hundred Forty-Six Thousand Five Hundred Twenty-Eight Dollars (\$146,528) during the term of this Agreement. The Contractor acknowledges that the County is a local government entity, and does so with notice that the

County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 Invoices. The Contractor shall submit quarterly invoices to County of Fresno Probation Department at ProbationInvoices@FresnoCountyCA.gov. Invoices must be submitted on or after the dates of October 1, 2022 and January 1, April 1, and July 1, 2023, respectively, and include a breakdown of expenses identified in the final approved budget of the CCP for use in executing the mission of ACT. An invoice for Pretrial After-Hours Response activities must be submitted separately. The Contractor shall submit each invoice within 60 days after the quarter in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

3.4 Payment. The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.5 Incidental Expenses. The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 Term. This Agreement is effective retroactively to July 1, 2022 and terminates on June 30, 2023, except as provided Article 6, "Termination and Suspension," below.

Article 5

Notices

5.1 Contact Information. The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
 Chief Probation Officer
 County of Fresno
 3333 E. American Avenue, Building 701, Suite B
 Fresno, CA 93725

For the Contractor:
 Chief of Police
 CITY OF KERMAN
 850 S Madera Ave
 Kerman, CA 93630

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the

Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in

its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

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

In the event of concurrent negligence on the part of County or any of its officers, agents, or employees, and Contractor or any of its officers, agents, or employees, the liability for any and all such claims, demands, and actions in law or equity for such losses, costs, expenses, and damages shall be apportioned under the State of California's theory of comparative negligence, as presently established, or as may be modified hereafter.

8.2 Survival. This Article 8 survives the termination or expiration of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 Inspection of Documents. The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 Applicability. This Article 11 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

11.2 Duty to Disclose. If any member of the Contractor’s board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a “Self-Dealing Transaction Disclosure Form” (Exhibit B to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 Definition. “Self-dealing transaction” means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 Modification. Except as provided in Article 6, “Termination and Suspension,” this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.2 Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.

12.4 Jurisdiction and Venue. This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

12.5 Construction. The final form of this Agreement is the result of the parties’ combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be

ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12.6 **Days.** Unless otherwise specified, “days” means calendar days.

12.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties’ original intent.

12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, 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, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

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

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

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

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

12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF KERMAN

COUNTY OF FRESNO

John Jansons, City Manager

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

850 S Madera Ave
Kerman, CA 93630

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

By: _____
Deputy

For accounting use only:

Org No.: 34309999
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

AB 109
The Criminal Justice Realignment
Act Adult Compliance Team
(ACT)
November 2022

OPERATING AGREEMENT
Fresno County Probation Department
Fresno County Sheriff's Department
Fresno County District Attorney's Office
Fresno Police Department
Clovis Police Department
Selma Police Department
Reedley Police Department
Kerman Police Department
Kingsburg Police Department
Sanger Police Department

I. PURPOSE

This document establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation supervision, Post Release Community Supervision (PRCS), and Mandatory Supervision (MS) that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

II. MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence-based practices leading to enhanced public safety and offender compliance.

III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, PRCS, and MS, with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the probation supervision, PRCS, MS and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

IV. GENERAL OPERATIONAL STRATEGIES

Intensive supervision based on offender assessment, combined with evidence-based practices, forms the cornerstone of the County of Fresno AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action in regard to offenders under probation supervision, PRCS, and MS by the Fresno County Probation Department.

To this end, the participating agencies developed these operational guidelines and procedures concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by these terms and provisions set forth throughout the formation of the joint operation.

V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation Department. The Probation Department is the commanding agency of ACT and will maintain responsibility for the administrative direction, objective, and mission of the Adult Compliance Team.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) sergeant from the Fresno County Sheriff's Department; two (2) deputies from the Fresno County Sheriff's Department; two (2) senior district attorney investigators from the Fresno County District Attorney's Office; one (1) sergeant from the Fresno Police Department; three (3) police officers from the Fresno Police Department; one (1) police officer from the Clovis Police Department; one (1) crime specialist from the Clovis Police Department; one (1) police officer from the Selma Police Department; one (1) police officer from the Reedley Police Department; one (1) police officer from the Kerman Police Department; one (1) police officer from the Kingsburg Police Department; and one (1) police officer from the Sanger Police Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

A. Policy and Direction

Under the policy and planning direction of the Community Corrections Partnership (CCP), ACT will utilize an Advisory Sub-Committee of CCP.

B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within Fresno County with an interest in ACT are welcome to

attend the meetings of the ACT Advisory Sub-Committee.

Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub-Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The Probation Assistant Deputy Chief is the Operations Commander and has overall responsibility for the operation of ACT. The Operations Commander implements direction to the team under the administrative direction of the Fresno County Probation Department's Realignment Division Deputy Chief. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee and will attend meetings of the CCP as required.

D. Field Supervisor

The assigned Field Supervisor(s) will be the day-to-day operations supervisor(s) and responsible for overall coordination of tactical field operations. When ACT works as separate elements and both supervisors are working, each supervisor will be responsible for their assigned element. When only one supervisor is on duty, that supervisor will be responsible for the supervision of both elements.

E. Probation Department

All probation conditions and release compliance remain the responsibility of the AB109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision, or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

VI. OPERATIONS

A. Supervision and Field Responsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

All ACT personnel will conform to their own agency's policies and procedures as well as policies and procedures that may be required by participation in ACT.

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, PRCS, and MS will be entered into the Probation Records Information Management System (PRIMS).

All agencies participating on the Adult Compliance Team will have full access to Sharenet and the information in PRIMs. Information sharing with other law enforcement agencies regarding offenders under probation supervision, PRCS, and MS, allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary investigative officer through the use of their own departmental report writing system.

C. Pretrial After-Hours Response

As part of the Fresno County Probation Department's Pretrial expansion, officers will respond to after-hours GPS violations, questions, and technical problems. Two armed Deputy Probation Officers, along with one ACT Officer, must be available to respond to such matters in the field.

- ACT Team members will be scheduled/assigned on a rotational basis to respond to such matters.
- ACT Team members on rotation shall be designated on standby when not working regularly scheduled hours to assist the Pretrial Officers.
- ACT Officers assigned will be compensated with standby pay in accordance with their respective agency MOU's and overtime.
- ACT Officers assigned and responding to field matters will be compensated at time and half, (1½) their base hourly rate, with a minimum of two (2) hours.
- ACT personnel are expected to be assigned approximately 3 non-consecutive weeks per year.
- All in-force memorandum of understanding provisions not modified by this agreement shall remain in effect.
- Each participating agency's management reserves the right and authority to discontinue the participation of any of their particular employees in this agreement at any time. A two (2) week notice, if practicable, shall be given to the impacted employee. Such discontinuance shall not be appealable or grievable.

VII. ADMINISTRATION**A. Financial Administration**

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by County of Fresno Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-Committee for presentation to the CCP.

B. Vehicles

As provided for in the approved CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers for use in executing the mission of ACT, as specified in the final approved budget of the CCP and Fresno County. Each agency shall provide vehicles, as well as insurance and maintenance costs for those vehicles, for their respective employees.

C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

F. Training

ACT Officers will complete training as assigned and approved by the ACT Advisory Sub- Committee chairperson or their designee. Training for the team will be outlined

1 during the fiscal year to reflect the needs of the team. The Probation Department's
2 Realignment Division Deputy Chief may also assign training to the ACT members
3 as it pertains to the Evidence-Based Practices outlined by the AB 109 program.

4 G. Personnel Management

5 The selection of ACT members will be made by each participating agency. If any
6 of the ACT policies and procedures conflict with any of the participating agencies'
7 policies and procedures, notice of the conflict shall be immediately given to a
8 supervisor. The supervisor will take whatever action necessary to reconcile the
9 conflict.

10 Each participating agency retains full responsibility for the professional and
11 personal conduct of its own personnel assigned to ACT. Each participating agency
12 will follow its agency directives/MOU for working modified schedules.

13 VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

14 All ACT personnel will conform to their own agencies' policies and procedures as well
15 as policies and procedures that may be required by participation in ACT.

16 There are a number of categories of administrative issues or situations pertaining to
17 individual team members which will or may arise. Those include but are not limited to:

- 18 A. Citizen Complaints
- 19 B. Employee Evaluations
- 20 C. On-Duty Motor Vehicle Accidents
- 21 D. Injuries Sustained on Duty
- 22 E. Officer-Involved Shooting
- 23 F. Discharge of Firearm
- 24 G. Vehicle Pursuits
- 25 H. Use of Force

26 Each participating team member's agency has in place an administrative process
27 for addressing the situations listed above. Should these situations occur, ACT will
28 immediately notify the involved officer's agency. It will remain the responsibility of
the involved officer's agency to address those situations pursuant to their own
administrative process. All agencies involved in a critical incident will have the
opportunity to observe other agency interviews with their own employees.

IX. DURATION

This OA shall become effective upon execution and shall continue without change

1 until amended in accordance with Section X or terminated as discussed below.

2 Participation in ACT by any participating agency may continue as funding provides or
3 until said agency terminates participation in ACT. An agency shall terminate
4 participation in the following manner: delivery of written notice to the Chairperson of
5 the CCP Executive Committee and to all other participation agencies, with termination
6 to be effective 60 days after delivery.

7 As to each participating agency, this OA will be in force from the date that agency
8 signs the agreement. Termination of the OA has been provided for above.

9 X. AMENDMENT

10 Any member of the ACT Advisory Sub-Committee may propose an amendment to this
11 OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The
12 proposed amendment would be submitted to the Executive Committee of the
13 Community Corrections Partnership for their consideration and approval.

14 XI. LIABILITY

15 Each participating agency will be solely responsible for any and all damages, including
16 attorney's fees, results from acts or omissions of its own employees or agents,
17 including each ACT assigned employee. Each participating agency shall indemnify and
18 hold harmless all other participating agencies for these acts or omissions. The
19 provisions contained herein include any violation of applicable law, ordinance,
20 regulation or rule, including where the claim, loss, damage, charge or expense was
21 caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers
22 or employees in its or their performance thereunder.

23 It is the intent of the parties hereto that, where negligence is determined to have been
24 contributory, principles of comparative negligence will be followed, and each party
25 shall bear the proportionate cost of any loss, damage, expense, and liability
26 attributable to that party's negligence.

27 The participating agencies will establish procedures to notify the other agencies,
28 where appropriate, of any claims, administrative actions or legal actions with respect
to any of the matter described in this indemnification provision. The agencies shall
cooperate in the defense of such actions brought by others with respect to the matters
covered in this agreement. Nothing set forth in this OA shall establish a standard of
care for, or create any legal rights in, any person not a party to this OA.

Exhibit A

XII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

XIII. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

XIV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

XV. GOVERNING LAW

The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.

XVI. INTEGRATION

The OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies. This OA expressly replaces and supersedes the prior OA, dated May 2021, and that OA shall have no further force and effect.

XVII. SUPPORTING AGENCIES

The following Agencies support the mission and strategies of ACT:

Kirk Haynes, Chief Probation Officer
County of Fresno

Dated

Lisa A. Smittcamp, District Attorney
County of Fresno

Dated

Margaret Mims, Sheriff
County of Fresno

Dated

Paco Balderrama, Chief of Police
City of Fresno

Dated

Curt Fleming, Chief of Police
City of Clovis

Dated

Rudy Alcaraz, Chief of Police
City of Selma

Dated

Jose L Garza, Chief of Police
City of Reedley

Dated

John Golden, Chief of Police
City of Kerman

Dated

Neil Dadian, Chief of Police
City of Kingsburg

Dated

Exhibit A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Greg Garner, Chief of Police City of Sanger	Dated
--	-------

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

Section 5, Item G.

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Insurance Requirements**1. Required Policies**

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that

the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.



STAFF REPORT

MEETING DATE: December 14, 2022

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Resolution Accepting the Kerman Animal Shelter (JJ)

RECOMMENDATION: Council by motion adopt the resolution accepting the Kerman Animal Shelter and authorize the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

The City has long been in need of an Animal Shelter that meets current codes, laws, and regulations. With the passage of Measure M, the City gained the necessary funding mechanism to undertake the construction of the of a new Animal Shelter. As such, the City included the Animal Shelter in the City's budget and completed the design and construction documents in 2020. The Project was advertised for bids in July 2020 and the construction contract was awarded to Marko Construction Group in September 2020.

Construction of the original contract scope (i.e. shelter building and parking lot) was substantially completed in December 2021. The City elected to add the construction of the outdoor dog run improvements via a change order in April 2022, which have now been completed. The City Public Works Inspector and Building Inspector have inspected the improvements required by the Project and all of the improvements have been completed. The City Council must accept the Project in order for a Notice of Completion to be filed.

FISCAL IMPACT:

The total construction contract cost was \$2,157,577. The Project was funded by Measure M.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 22-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION
FOR THE KERMAN ANIMAL SHELTER**

WHEREAS, Marko Construction Group, Inc. has completed the work for the Kerman Animal Shelter;
and

WHEREAS, the City Public Works Inspector and Building Inspector have inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the Kerman Animal Shelter and requests Council to authorize the City Engineer to record the Notice of Completion for the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY ACCEPTS the Kerman Animal Shelter and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 14th day of December 2022, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: December 14, 2022

PRESENTER: Josefina Alvarez, Interim Finance Director

SUBJECT: Resolution Approving Consultant Services Agreement to Prepare and File Claims for State Mandated Cost Reimbursement with David Wellhouse & Associates, Inc. and authorize the City Manager to Execute the Agreement (JA)

RECOMMENDATION: Council by motion adopt resolution approving consultant services agreement to prepare and file claims for State Mandated Cost Reimbursement with David Wellhouse & Associates, Inc. and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY: David Wellhouse & Associates Inc. has served the City of Kerman for over 20 years in preparing and filing claims for State Mandated Cost Reimbursements. David Wellhouse & Associates, Inc. files all claims in accordance to State Controller's claim filing deadline every year and designated City staff works directly with the consultant in providing requested information such as warrants, financial documents and other information as requested.

The deadline to prepare, file and submit annual claims for Fiscal Year 2021-2022 is on or before February 15, 2023. With the extensive City knowledge and expertise of David Wellhouse & Associates, Inc. the February deadline can be accomplished.

FISCAL IMPACT: Funds in the amount of \$3,000 for professional fees were included in the FY 22/23 budget under Administrative Services.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION 22-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING CONSULTANT SERVICES AGREEMENT WITH DAVID WELLHOUSE & ASSOCIATES TO PREPARE AND FILE CLAIMS FOR STATE MANDATED COST REIMBURSEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Kerman requires a consultant to prepare and file claims for State Mandated Cost Reimbursement, and

WHEREAS, David Wellhouse & Associates, Inc. has prepared, filed and submitted annual claims for the City of Kerman for over 20 years, and

WHEREAS, David Wellhouse & Associates, Inc. agrees to prepare, file and submit annual claims by February 15, 2023, and

WHEREAS, City staff will provide David Wellhouse & Associates, Inc. with the proper warrants, financial documents and other information as requested from David Wellhouse & Associates, Inc. in order to prepare, file and submit the annual claims.

NOW, THEREFORE, the City Council of the City of Kerman does resolve as follows:

1. The foregoing recitals are true and correct.
2. The City Council hereby approves the Consultant Services Agreement (Exhibit 'A') with David Wellhouse and Associates, Inc. in the amount of \$3,000 to prepare, file and submit the annual claims for State Mandated Cost Reimbursements and authorizes the City Manager to execute same.
3. This resolution shall be effective immediately.

The foregoing resolution was approved by the City Council to the City of Kerman at a regular meeting held on the 14th, day of December 2022 and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

**AGREEMENT BETWEEN THE CITY OF KERMAN AND
DAVID WELLHOUSE & ASSOCIATES, INC. FOR PREPARATION AND FILING OF
CLAIMS FOR STATE MANDATED COST REIMBURSEMENT**

This Agreement is made and entered into effective on _____ by and between the City of Kerman, a California municipal corporation, (hereinafter referred to as "CITY") and David Wellhouse & Associates, Inc. (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain consultant services from a qualified consultant to prepare and file claims for State Mandated Cost Reimbursement, and CONSULTANT has been selected to perform said services.

WHEREAS, CONSULTANT warrants that it is specially trained, experienced, expert, and competent to perform such services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY, services as requested by CITY as specifically set forth in Exhibit "A", which is attached hereto and hereafter referred as "Scope of Services for Preparation and Filing of Claims for State Mandated Cost Reimbursement"
2. Term of Agreement. This Agreement shall be effective from date of execution by both parties subject to termination in accordance with this Agreement. Thereafter, this agreement may be extended annually by mutual agreement of CITY and CONSULTANT pursuant to annual program budget as approved by City Council.
3. Compensation. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be as follows: shall be at the rate and schedules attached hereto as Exhibit "B", and as further defined in their "Table 1 Budget Estimate Summary" for a not to exceed total of \$3,000 (Three Thousand Dollars and Zero Cents).
4. Termination.
 - (a) This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the CITY upon written notice to the CONSULTANT upon thirty (15) day's written notice. CONSULTANT may terminate this Agreement upon 60 days' written notice.
 - (b) If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, CITY may terminate this Agreement immediately upon written notice.

(c) Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the CITY, become its sole property and shall, at CONSULTANT’S expense, be delivered to the CITY or to any party it may so designate.

(d) In the event termination is without cause, CONSULTANT shall be entitled to any compensation owing it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that CONSULTANT shall be entitled to compensation for work in progress at the time of termination. Notice of termination shall be mailed as follows:

To the CITY:

City of Kerman
Attn: City Manager
850 S. Madera Avenue
Kerman, CA 93630

To the CONSULTANT:

David Wellhouse & Associates, Inc.
Attn: Renee M Wellhouse
3609 Bradshaw Rd, Suite H-382
Sacramento, CA 95827

5. Indemnification. To the furthest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend, City and each of its officers, officials, employees, agents, and volunteers from and against all claims, demands, costs, or liability, and expenses including attorney’s fees arising out of the performance of the work described in this Agreement, caused in whole or in part by the sole negligence, recklessness, or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement or anyone for whose acts any of them may be liable excluding, however, such claims, demands, loss, damages, or arising from CITY’S sole negligence or willful acts.

6. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in Exhibit “C” or as may be authorized, and any additional insurance as may be required, in writing by City Manager or his or her designee at any time and in her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. This phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

7. Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

8. Independent Contractor. In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

10. Assignment. This agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights of obligations under this Agreement without the prior written approval of the City Manager or her designee.

11. Compliance with Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

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

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

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

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

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

19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

20. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

21. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

[Signatures on Separate Page]

CITY OF KERMAN
A municipal corporation

David Wellhouse & Associates, Inc.

John Jansons, City Manager
Date: _____, 2022

Signature:

Print: Name and Title
Date: _____, 2022

ATTEST:

Marci Reyes, City Clerk

Date: _____, 2022

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney

Date: _____, 2022

Exhibit 'A' to Agreement

SCOPE OF SERVICES

Proposal for Consultant Services to Prepare and File Claims for State Mandated Cost Reimbursements

1. **Claims To Be Filed.** CONSULTANT shall prepare and file with the State Controller's Office on behalf of CITY, the following State Mandated Cost (SB 90) claims during the 2021-2022 fiscal year.

- A. **February 2023 Annual Claims for Fiscal Year 2021-2022 claims to be prepared and filed on or before February 15, 2023 as required by the State Controller's Claiming Instructions.**

Racial and Identity Profiling – Chapter 466, Statutes of 2017

Vote by Mail Ballots: Prepaid Postage Chapter 120 (AB216), Statutes of 2018

Peace Officer Training: Mental/Health/Crisis Intervention – Chapter 459, Statutes of 2015

U Visa 918 Form, Victims of Crime: Nonimmigrant Status – Chapter 721, Statutes of 2015

Local Agency Employee Organizations: Impasse Procedures II – Chapter 314, Statutes of 2012

Domestic Violence Arrests & Victim Assistance – Chapter 698 & 702, Statutes of 1998

Rape Victims Counseling Center Notices – Chapter 999, Statutes of 1991

Domestic Violence Arrest Policies and Standards – Chapter 246, Statutes of 1995

Threats Against Police Officers – Chapter 1249, Statutes of 1992

Health Benefits of Survivors of Peace Officers and Firefighters – Chapter 1120/96

Peace Officers Procedural Bill of Rights – Chapter 465m Statutes of 1976

Administrative License Supervision – Chapter 1460, Statutes of 1989

Peace Officer Personnel Records – Chapter 741, Statutes of 1994

Peace Officer Procedural Bill of Rights II – Chapter 170, Statutes of 2002

Local Government Employee Relations – Chapter 901, Statutes of 2000

Crime Victim's Domestic Violence Incident Reports – Chapter 1022, Statutes of 1999

Pesticide Use Reports – Chapter 1200, Statutes of 1989

State Authorized Risk Assessment Tool for Sex Offenders – Chapter 336, Statutes of 2006

Tuberculosis Control – Chapter 1763, Status of 2002

CITY acknowledges that CONSULTANT does not warrant that claims will be filed for all of the mandates listed in Section 1. CONSULTANT shall only prepare and file claims for those mandates listed in Section 1 in which the CITY has reimbursable costs.

The claims and services described in Section 1 shall be hereinafter be referred to as “PROJECT”.

CONSULTANT hereby designated Renee Wellhouse, or other delegated representative, to be sole contact and agent in all consultations with CITY during the performance of services as stated in PROJECT.

2. **Time for Performance.** CONSULTANT shall file all claims in accordance with the State Controller’s claim filing deadline contained in the applicable State Controller Claiming Instructions.
3. **Compensation.** CITY agrees to pay CONSULTANT a fixed fee in the amount of \$3,000.00 for services provided under Section 1A of PROJECT, upon receipt of CONSULTANT’S invoice, after submission of claims as required by the State Controller’s Claiming Instructions.
4. **Method of Payment.** CITY agrees to pay said fixed fees for services provided under Section 1A of PROJECT upon receipt of CONSULTANT’S invoice, after submission of claims as required by the State Controller’s Claiming Instructions. City further agrees to pay CONSULTANT’S invoice within 15 days of receipt.
5. **City Assistance.** CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this agreement. CITY shall provide CONSULTANT with requested information in a timely manner, pursuant to PROJECT. CITY represents and warrants that all financial documents and other information provided are accurate and correct. CONSULTANT shall not be liable for claims that are not filed or incorrectly filed due to inaccurate or untimely data.
6. **Disposition of Documents.** CONSULTANT shall furnish to CITY copies of all claims filed with the State within 30 days after filing. CONSULTANT shall upon written request, make copies of work papers available to CITY. CITY acknowledges that all such work papers are the property of CONSULTANT, and may not be disclosed to any third party, provided however that such work papers may be disclosed to appropriate governmental authorities for audit purposes. CONSULTANT shall be entitled to retain copies of all data prepared.
7. **Consultant Assistance if Audited.** Upon notice of audit, CONSULTANT shall make available to CITY and State auditors claim file information, and provide assistance to CITY in defending claims submitted.
8. **Consultant Liability if audited.** All work required hereunder shall be performed in a good and workmanlike manner. Any disallowance of claims by the State Controller’s Office or other State agencies is the responsibility of CITY.

9. **Indirect Costs.** CONSULTANT shall make every effort to prepare departmental Indirect Cost Rate Proposals for claims submitted, provide CITY financial information and departmental costs support such rates. CONSULTANT may utility the ten percent (10%) indirect cost rate allowed by the State Controller if financial information and departmental costs do not support a higher rate.

Exhibit 'B'

FEE SCHEDULE

Activity	Estimated Expense	Estimated Budget
Prepare and File Claims for State Mandated Cost Reimbursement	\$ 3,000.00	\$ 3,000.00

Exhibit 'C'

INSURANCE REQUIREMENTS

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 work hereunder by the CONSULTANT, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if CONSULTANT provides written verification it has no employees)

If the CONSULTANT maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage For any claims related to this contract, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that CITY is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



STAFF REPORT

MEETING DATE: December 14, 2022

PRESENTER: Jesus R. Orozco, Community Development Director

SUBJECT: Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2022 California Building Standards Code By Reference (JRO)

RECOMMENDATION: City Council conduct public hearing, waive full reading, and introduce Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2022 California Building Standards Code by reference.

EXECUTIVE SUMMARY:

Every three years, the California Building Standards Commission (CBSC), a State agency, adopts updated building and fire standards and codes for new construction in the state, known as the California Title 24 Building Standards Code, also referred to as the “California Building Standards Code,” “Building Code,” and simply Title 24. The California Health and Safety Code requires that each jurisdiction in the state adopt the most recent edition of the California Building Standards Code (CBSC). Adoption of the 2022 CBSC by reference allows future amendments to the State Code to be included by reference rather than bringing each change through each jurisdiction within California. All construction and development projects submitted to the City on or after January 1, 2023 will be required to comply with the new CBSC.

DISCUSSION:

As an operating practice, every three years (during the triennial cycle) the BSC reviews the newest model codes published by various independent code-developing bodies. On July 1, 2022, the State adopted the 2022 CBSC, which will become effective January 1, 2023. The 2022 CBSC includes the following:

Title 24, California Code of Regulations (2022 CBSC) includes the following parts which are further summarized in Attachment 1:

- Part 1 – California Administrative Code
- Part 2 – California Building Code
- Part 2.5 – California Residential Building Code
- Part 3 – California Electrical Code
- Part 4 – California Mechanical Code
- Part 5 – California Plumbing Code
- Part 6 – California Energy Code
- Part 8 – California Historical Building Code
- Part 9 – California Fire Code
- Part 10 – California Existing Building Code
- Part 11 – California Green Building Standards Code

- Part 12 – California Reference Standards Code

As a result of the BSC action, each city and county agency may adopt this new code with local amendmenets by January 1, 2023. If no local action is taken by this date, then the State’s Code in its entirety is applicable ot the agency when processing building and grading permit application. The 2022 CBSC can be accessed via the following link: <https://www.dgs.ca.gov/BSC/Codes>.

Below are a few noteworthy updates to the Building Code:

- Permit expiration has been extended from 6-months to 12-months. Every permit shall remain valid if the work on the site is commenced within 12-months after its issuance.
- Aging-in-place design and fall prevention has been added for new residential construction. This was added to address specific design elements to facilitate access to operational features and to allow people to stay longer in their homes as they age.
- Expanding Electric Vehicle Charging requirements to install EV charging receptacles and chargers to new multifamily dwellings, hotels, and motels.

FISCAL IMPACT:

Adoption of the Ordinance specific to Building Codes generally entails that a copy of the most recent Building Code cycle be furnished in the Building Division for staff and public review. Costs associated with paper copies of the Building Code have already been accounted for as part of the 2022-2023 Fiscal Year General Fund Budget.

ENVIRONMENTAL REVIEW:

The adoption of this ordinance is exempt from further CEQA review under the common sense rule (Section 15061(b)(3)) and the exemption for actions by regulatory agencies to protect the environment (Section 15308).

ATTACHMENTS:

- A. Title 24 Summaries
- B. Proposed Ordinance

Attachment 'A'

TITLE 24 PARTS:**PART 1 - CALIFORNIA ADMINISTRATIVE CODE**

The California Administrative Code (CAC) contains administrative regulations of the California Building Standards Commission and administrative regulations of all State agencies that implement or enforce building standards.

PART 2 - CALIFORNIA BUILDING CODE

The California Building Code (CBC) contains general building design and construction requirements relating to fire and life safety, structural safety, and access compliance. CBC provisions provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures and certain equipment. Part 2 is pre-assembled with the International Building Code (IBC) with necessary California amendments. This part is published in two volumes:

- Volume 1 contains Chapters 1 through 15.
- Volume 2 contains Chapters 16 through 35, and Appendices A through M.

Matrix Adoption tables are provided at beginning of every chapter in Part 2 to indicate what chapters and sections are adopted by state agencies (for application to their respective occupancies).

Since publication of Part 2 in 2 volumes was done as a convenience, Volume 2 now also contains Parts 8 and 10.

PART 2.5 - CALIFORNIA RESIDENTIAL CODE

California Residential Code (CRC) contains building provisions that cover construction of one- and two-family dwellings and townhouses that are three stories or less. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation; safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to fire fighters and emergency responders during emergency operations.

PART 3 - CALIFORNIA ELECTRICAL CODE

The California Electrical Code (CEC) contains electrical design and construction standards. Provisions contained in the CEC provide minimum standards to safeguard life or limb, health, property, and public welfare, and to protect against hazards that may arise from the use of electricity by regulating and controlling the design, construction, installation, quality of materials, location and operation of electrical equipment, wiring, and systems. This volume is pre-

assembled with the National Electrical Code of the National Fire Protection Association (NFPA) with necessary California amendments.

PART 4 - CALIFORNIA MECHANICAL CODE

The California Mechanical Code (CMC) contains mechanical design and construction standards. Provisions contained in the CMC provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances. This code is pre-assembled with the Uniform Mechanical Code of the International Association of Plumbing and Mechanical Officials (IAPMO) with necessary California amendments.

PART 5 - CALIFORNIA PLUMBING CODE

The California Plumbing Code (CPC) contains plumbing design and construction standards. Provisions contained in the CPC provide minimum standards to safeguard life or limb, health, property and public welfare. It also protects against hazards that may arise from the use of plumbing piping and systems by regulating and controlling the design, construction, installation, quality of materials, location and operation of plumbing piping systems within the State of California. This code is pre-assembled with the Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials (IAPMO) with necessary California amendments.

PART 6 - CALIFORNIA ENERGY CODE

The California Energy Code contains energy conservation standards applicable to all residential and non-residential buildings throughout California, including schools and community colleges.

PART 8 - CALIFORNIA HISTORICAL BUILDING CODE

The California Historical Building Code (CHBC) contains regulations of the [State Historical Building Safety Board](#). Provisions contained in the CHBC provide for the preservation, restoration, rehabilitation, relocation, or reconstruction of buildings or structures designated as qualified historical buildings or properties. The CHBC contains alternative solutions for the preservation of qualified historical buildings or properties, to provide access for persons with disabilities, to provide a cost effective approach to preservation, and to provide for the reasonable safety of the occupants or users.

PART 9 - CALIFORNIA FIRE CODE

The California Fire Code (CFC) contains regulations consistent with nationally recognized accepted practices for safeguarding, to a reasonable degree, life and property from the hazards of:

- Fire and explosion
- Hazardous conditions in the use or occupancy of buildings or premises

- Dangerous conditions arising from the storage, handling and use of hazardous materials and devices

The CFC also contains provisions to assist emergency response personnel. These fire-safety-related building standards are referenced in other parts of Title 24. This code is pre-assembled with the International Fire Code with necessary California amendments.

PART 10 - CALIFORNIA EXISTING BUILDING CODE

The California Building Standards Commission (CBSC) adopts certain provisions of the International Existing Building Code, Appendix Chapter A1, Seismic Strengthening Provisions for Unreinforced Masonry Bearing Wall Buildings.

Part 11 - CALIFORNIA GREEN BUILDING STANDARDS (CAL Green Code)

The California Green Building Standards Code contains standards applicable to residential and non-residential buildings throughout California, including schools and community colleges.

Part 12 - CALIFORNIA REFERENCE STANDARD CODE

The California Referenced Standards Code (CRSC) contains minimum test and reference standards required by the California Building Standards Code.

Attachment 'B'

ORDINANCE NO. 22-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN AMENDING
CHAPTER 15.04 OF TITLE 15 OF THE KERMAN MUNICIPAL CODE TO ADOPT THE
2022 CALIFORNIA BUILDING STANDARDS CODE BY REFERENCE**

THE CITY COUNCIL OF THE CITY OF KERMAN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 15.04.010 of Chapter 15.04 of the Kerman Municipal Code is hereby amended to read as follows:

15.04.010 California Building Code adopted.

The City of Kerman hereby adopts the California Title 24 Building Standards Code (California Building Standards Code) by reference. The California Building Standards Code is marked accordingly and is on file in the office of the Building Division of the City of Kerman. In particular, the following are hereby adopted:

- A. 2022 California Administrative Code--CCR Title 24, Part 1, as published by the International Code Council;
- B. 2022 California Building Code--CCR Title 24, Part 2, (Volume 1 & 2) and including Chapter 1, Division II Scope and Administration and Appendix H – Signs, Appendix I – Patio Covers, Appendix J – Grading, and Appendix P – Emergency Housing, as published by the International Code Council;
- C. 2022 California Residential Code--CCR Title 24, Part 2.5, including Chapter 1, Division II Scope and Administration and all Appendices excepting Appendix AL – Fees, as published by the International Code Council;
- D. 2022 California Electrical Code--CCR Title 24, Part 3, including Article 89 and Annex H, as published by the National Fire Protection Association;
- E. 2022 California Mechanical Code--CCR Title 24, Part 4, including Chapter 1, Division II Administration and all Appendices, as published by the International Association of Plumbing and Mechanical Officials;
- F. 2022 California Plumbing Code--CCR Title 24, Part 5 including Chapter 1, Division II Administration and all Appendices, as published by the International Association of Plumbing and Mechanical;
- G. 2022 California Energy Code--CCR Title 24, Part 6 and all Appendices, as published by the International Code Council;

H. 2022 California Historical Building Code--CCR Title 24, Part 8, including Appendix A, as published by the International Code Council;

I. 2022 California Fire Code--CCR Title 24, Part 9 including Chapter 1, Division II Administration, including all Appendices, as published by the International Code Council;

J. 2022 California Existing Building Code--CCR Title 24, Part 10 including Chapter 1, Division II Administration, and all Appendices, as published by the International Code Council;;

K. 2022 California Green Building Standards Code--CCR Title 24, Part 11 including Chapter 1, Division II Administration, as published by the International Code Council;

L. 2022 California Referenced Standards Code, including all Appendices, as published by the International Code Council;

SECTION 17. Severability. The City Council declares that the provisions of this Ordinance are severable. If, for any reason, any sentence, paragraph, or section of this ordinance is determined by a court of competent Jurisdiction to be invalid, such determination will not affect the validity of the remaining portions of this Ordinance.

SECTION 18. CEQA. The City Council finds e is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) as there is not a reasonable possibility that the amendments may have a significant adverse impact on the environment as i) California law mandates that on January 1, 2023, all portions of the 2022 California Code of Regulations Title 24 will be effective within the City regardless of whether the City takes any action, which regulations thereby serves as a baseline for the purposes of CEQA; ii) previously approved amendments to said regulations that are being carried forward without change also constitute the existing environmental baseline, and it will not add any additional significant adverse impact to the environment to continue to use said amendments; iii) to the extent that previously approved amendments are modified, said modifications are primarily related to the administration of said regulations, and such ministerial processes will not result in a significant, adverse impact to the environment; and iv) any remaining proposed amendments, additions, or deletions will not result in a significant, adverse impact to the environment given the environmental baseline. As such, no further analysis is required under CEQA

SECTION 19. Publication. This Ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 20. Effective Date. This Ordinance shall become effective thirty (30) days after adoption.

The foregoing ordinance was introduced at a regular meeting of the City of Kerman City Council held on the 14th day of December, 2022, and was passed and adopted at a regular meeting of the City of Kerman City Council held on _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance is hereby approved.

Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: December 14, 2022

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Public Hearing for the Elimination of a Marked Crosswalk at the Intersection of Vineland Avenue and D Street (JJ)

RECOMMENDATION: Council conduct the public hearing, receive public comments, and adopt the resolution eliminating the marked crosswalk at the south leg of the intersection of Vineland Avenue and D Street.

EXECUTIVE SUMMARY:

The City has received Federal funding to rehabilitate the pavement along Vineland Avenue from California Boulevard to Kearney Boulevard. As part of the scope of the Project, the entire roadway will receive a slurry seal and all of the striping will be replaced. Currently, the “T” intersection at Vineland Avenue and D Street is uncontrolled (i.e. no STOP or YIELD required on Vineland Avenue). There is a marked crosswalk (crossing Vineland) on the south leg of the intersection. Due to the uncontrolled nature of the intersection, and proximity to the available crossing at the STOP-controlled intersection of Vineland Avenue and E Street just to the north, Staff is recommending that the subject marked crosswalk not be re-striped upon completion of the slurry sealing (i.e. the crosswalk will be removed). The removal will reduce the safety risks posed to pedestrians crossing Vineland Avenue at the uncontrolled location. Below is a diagram showing the crosswalk to be removed and available crossing locations.



The City is required to provide notice to the public under Section 21950.5 of the CA Vehicle Code when a crosswalk is identified for removal to ensure the public is notified and has an opportunity to comment. Notice has been posted, as required in advance of the Public Hearing, informing the public of their opportunity to comment.

FISCAL IMPACT:

None

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 22-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ELIMINATING THE MARKED CROSSWALK AT THE SOUTH LEG OF THE INTERSECTION OF
VINELAND AVENUE AND D STREET**

WHEREAS, the City has received Federal funding for the rehabilitation of the pavement along Vineland Avenue from California Avenue to Kearney Boulevard and;

WHEREAS, the Project scope includes the application of a slurry seal and re-striping of the entire roadway; and

WHEREAS, the intersection of Vineland Avenue and D Street is within the limits of the Project and is an uncontrolled “T” intersection with an existing marked crosswalk at the uncontrolled southern leg of the intersection; and

WHEREAS, the City Engineer recommends the existing marked crosswalk be removed (i.e. not re-striped) as part of the Project to reduce the safety risks posed to pedestrians when crossing the roadway at uncontrolled intersections; and

WHEREAS, the City is required to provide notice to the public under Section 21950.5 of the CA Vehicle Code when a crosswalk is identified for removal to ensure the public is notified and has an opportunity to comment; and

WHEREAS, the City published the Notice of Public Hearing in the Kerman News on November 23, 2022, posted the Notice at City Hall, and posted the Notice at the marked crosswalk location, as required, informing the public of their opportunity to comment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES AS FOLLOWS:

1. Upon the recommendation of the City Engineer, the existing marked crosswalk at the southern leg of the intersection of Vineland Avenue and D Street be removed.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 14th day of December 2022, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Mayor

ATTEST:

Marci Reyes
City Clerk