

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, February 19, 2025
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 829 8649 7240 #. Press *9 to raise your hand to comment and *6 to unmute yourself to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.



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<https://attend.wordly.ai/join/FTZJ-3396>

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<https://attend.wordly.ai/join/FTZJ-3396>

CALL TO ORDER:

ROLL CALL: Mayor Cece Gallegos
Mayor Pro Tem Jose Rodriguez, District 2
Councilmember Rohi Zacharia, District 1
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION: Rev. Joseph Alicea, Awaken Church of God

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. Proclamation Recognizing the Retirement of City Employee Juan Montemayor, Maintenance Worker II
2. Proclamation Recognizing NAACP for Black History Month
3. Proclamation Recognizing National Pesticide Safety Education Month

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

A. PUBLIC HEARINGS:

A-1 Adoption of New Purchasing Procedures Ordinance and Amendment of Administrative Policy 18, Purchasing Policy of the City of Madera

Recommendation: Waive the Full Reading and by Title Only Introduce an Ordinance of the City of Madera Repealing and Replacing Chapter 4 of Title II of the Madera Municipal Code Relating to Purchasing Procedures and Including Raising Purchasing Thresholds, and adopt a Resolution amending Administrative Policy 18, Purchasing Policy of the City of Madera Contingent upon Subsequent Adoption of the Accompanying Ordinance (Report by Michael Lima)

B. 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 public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Minutes – February 5, 2025

Recommendation: Approve the City Council Minutes of February 5, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for January 25, 2025 to February 7, 2025 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Council) (Report by Wendy Silva)

B-4 Informational Report on Contract City Attorney Services and Litigation Expenditures

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Report by Arnoldo Rodriguez)

B-5 Proclamation Recognizing Scout Troop 117 for their 100 Years of Service to the Youth of Madera

Recommendation: Adopt a Minute Order Approving a Proclamation Recognizing Scout Troop 117 for their 100 Years of Service to the Youth of Madera (Report by Alicia Gonzales)

B-6 Appointment to the Community Development Block Grant Commission

Recommendation: Adopt a Resolution Appointing Diana Mosqueda to the Block Grant Commission (BGC) (Report by Michael Lima)

B-7 Appointment to the Transit Advisory Board

Recommendation: Adopt a Resolution Appointing Cynthia Ortegón to the Transit Advisory Board (Report by Michael Lima)

B-8 Madera County 5150 Response Protocol

Recommendation: Adopt a Resolution Approving a Multi-agency Memorandum of Understanding that defines the City's roles and responsibilities in relation to Madera County's 5150 Response Protocol and authorizing the Chief of Police to execute the agreement (Report by Giachino Chiamonte)

B-9 Assignment of an Airport Ground Lease Agreement Between the City of Madera and WSD, LLC, to Wood Cattle Company, LLC

Recommendation: Adopt a Resolution Approving the Assignment of an Airport Ground Lease Agreement dated February 19, 2025, between the City of Madera and WSD, LLC, to Wood Cattle Company, LLC (Report by Arnoldo Rodriguez)

B-10 First Amendment to Solar Power & Services Agreement Between SunE GIL1, LLC, and the City of Madera

Recommendation: Adopt a Resolution Approving the First Amendment to Solar Power & Services Agreement between SunE GIL1, LLC, successor-in-interest to SunEdison Origination1, LLC, and the City of Madera (Report by Arnoldo Rodriguez)

B-11 Four Easement Deeds for Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving Four Agreements for Purchase and Sale of Real Property with the Property Owners and Authorizing the City Clerk to Execute the Certificate of Acceptance and Record the Easement Deeds (Report by Keith Helmuth)

B-12 2024 Wastewater Treatment Plant Improvements Escrow Agreement for Security in Lieu of Retention

Recommendation: Adopt a Resolution approving Escrow Agreement for security in lieu of retention with Gateway Pacific Contractors for the 2024 Wastewater Treatment Plant Improvements Project WWTP 24-01 (Report by Keith Helmuth)

C. WORKSHOP: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS: None

E. ADMINISTRATIVE REPORTS:

E-1 Select Recipient for the Proclamations in the Month of March

Recommendation: Request for Council's Selection of a Recipient for the Proclamation Recognizing Red Cross Month and a Proclamation Recognizing Women's History Month (Report by Alicia Gonzales)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda. Under this section, the Council may take action only on items specifically agendaized and which meet other requirements for action.

G. CLOSED SESSION:

G-1 Conference with Labor Negotiators pursuant to Government Code §54957.6

Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva and Che Johnson

Employee Organizations: Madera Affiliated City Employees' Association, Madera Police Officers' Association, Mid Management Employee Group, and Law Enforcement Mid Management Employee Group

G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6

Agency Designated Representative: Arnoldo Rodriguez and Che Johnson

Unrepresented Positions: Police Chief, Director of Parks & Community Services, City Engineer, Director of Human Resources, Director of Information Technology, Chief Building Official, Planning Manager, Director of Financial Services, Public Works Operations Director, and Director of Community Development

UPCOMING MEETING DATES:

- Wednesday, March 5, 2025
- Wednesday, March 19, 2025

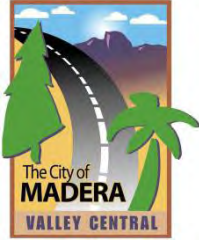
ADJOURNMENT:

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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
 - The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
 - Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for February 19, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 6:00 p.m. on February 13, 2025.



Alicia Gonzales, City Clerk



REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Finance Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: A-1

SUBJECT:

Adoption of New Purchasing Procedures Ordinance and Amendment of Administrative Policy 18, Purchasing Policy of the City of Madera

RECOMMENDATION:

Waive the Full Reading and by Title Only Introduce an Ordinance of the City of Madera Repealing and Replacing Chapter 4 of Title II of the Madera Municipal Code Relating to Purchasing Procedures and Including Raising Purchasing Thresholds, and adopt a Resolution amending Administrative Policy 18, Purchasing Policy of the City of Madera Contingent upon Subsequent Adoption of the Accompanying Ordinance.

SUMMARY:

The City's procurement practices are governed by both the Purchasing Policy and Title II, Chapter 4 of the Madera Municipal Code (MMC). Additionally, the City Council approved adopting the California Uniform Public Construction Cost Accounting Act (CUPCCAA) bidding standards for public works projects in December 2022. On January 1, 2025, Assembly Bill 2192 (AB 2192) went into effect, which increased the bidding threshold levels for CUPCCAA-governed bids. In response to these changes, staff is recommending that the bidding thresholds listed in the Purchasing Policy and the MMC are changed to match those in CUPCCAA.

DISCUSSION:

The City's procurement practices are governed by Ordinance No. 996 C.S. as codified in Title II, Chapter 4 of the MMC. This chapter of the MMC establishes various dollar thresholds that dictate the procurement processes for the City. These thresholds determine when formal bidding is required, when informal quotes are sufficient, and when staff can make purchases without competitive bids. The MMC's procurement requirements are supplemented by the City's Purchasing Policy, which goes into more depth than the MMC on procurement regulations. The

Purchasing chapter of the MMC and the Purchasing Policy were approved by Council on December 21, 2022, and August 21, 2024, respectively.

As part of the adoption of Ordinance 996 C.S., the City also adopted CUPCCAA standards for public works projects. CUPCCAA standards were generally higher than those for other City purchases. Given the large dollar amounts typical for public works projects, utilizing CUPCCAA standards reduced the purchasing efforts for staff in bidding out certain capital projects.

Governor Gavin Newsom signed into law AB 2192 on September 29, 2024. This new law made several changes to CUPCCAA requirements. In short, the new law raised the bidding thresholds and broadened the definition of a “public project” to include installations involving any publicly owned, leased, or operated facility. Additionally, AB 2192 enhanced the powers of the California Uniform Construction Cost Accounting Commission (Commission) by requiring the Commission to review the accounting procedures of any participating public agency where an interested party presents evidence that the work undertaken by the public agency has been split or separated into smaller work orders or projects, as specified, and would make conforming changes, as well as review noncompliance with bidding procedures for the publication or posting and electronic transmission of notice inviting formal bids. These changes went into effect on January 1, 2025.

In order to maintain consistency with the CUPCCAA requirements as amended by AB 2192, staff is recommending that both the MMC and the Purchasing Policy be updated. The following is a summary of the proposed revisions:

Purchasing Amount Authority and Signature

The proposed amendment would increase the City Manager’s purchasing authority for contracts for the purchase of goods and services from less than \$60,000 to less than \$75,000 per project per fiscal year unless the Council expressly reserves approval on a particular purchase/contract or the City Manager requests Council approval. This increase will continue to apply to contracts not measured monetarily, but which are reasonably estimated to be within the purchasing authority of the City Manager, such as the waiver of indemnification and insurance. Contracts for \$75,000 or more would continue to be submitted to the Council for consideration.

Basic Procedures

The proposed amendment includes increased thresholds and procedures for purchasing non-public works project materials, supplies, equipment, and services to ensure the City pays fair prices and receives commensurate value. In short:

- Leaves to department discretion for purchases less than \$6,000
- Requires price quotes and issuance of a purchase order for purchases between \$6,000 and less than \$15,000
- Requires written specifications and price quotes from a minimum of 3 vendors (if available) as well as the issuance of a purchase order for purchases between \$15,000 and less than \$75,000

- Requires more rigorous bidding procedures and the issuance of a purchase order for contracts of \$75,000 or higher, such as a request for proposal (RFP), invitation for bids (IFB), or request for qualifications (RFQ).

A comparison of current limits and proposed limits is provided in Table 1.

Table 1: Summary of Proposed Changes to Purchasing Limits and Procedures		
Current Limit	Proposed Limit	Proposed Purchasing Requirement
Less than \$6,000	Less than \$6,000	No Purchase Order required
\$6,000 – \$15,000	\$6,000 – \$15,000	Purchase Order required with 3 informal quotes; lowest quote in writing from the vendor
\$15,000 - \$60,000	\$15,000.01 - \$75,000	Purchase required with written specifications and at least 3 quotes in writing
\$60,000 or more	\$75,000.01 or more	Written price quotes from 3 vendors through the bidding process or RFP/RFQ. Requires City Council action.

California Uniform Public Construction Cost Accounting Act Revisions

Under existing law, CUPCCAA provides for the development of cost accounting standards and an alternative method for the bidding of public works projects by public entities. It defines “public project” to include, among other things, construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

AB 2192 modified the definition of “public project” to additionally include installations involving any publicly owned, leased, or operated facility.

AB 2192 increases the various bid thresholds that were codified in the existing CUPCCAA statute. Specifically, AB 2192 authorized public projects of \$75,000 or less to be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order, authorizes public projects of \$220,000 or less to be let to contract by informal procedures, and requires public projects of more than \$220,000 to be let to contract by formal bidding procedures. The new law also permits the governing body of a public agency, in the event all bids received for the performance of that public project are in excess of \$220,000, to award the contract at \$235,000 or less to the lowest responsible bidder if it determines the cost estimate of the public agency was reasonable. A comparison of the CUPCCAA’s initial bid thresholds and revised bid thresholds is provided in Table 2.

Table 2: Summary of Proposed Changes to CUPCCAA Purchasing Limits and Procedures		
Initial Limit	Proposed Limit	Proposed Purchase Procedure
Less than \$60,000	Less than \$75,000	Performed by the employees of a public agency by force account, by negotiated contract, or by purchase order
\$60,000 – \$200,000	\$75,000 – \$220,000	Informal bidding procedures
Over \$200,000	Over \$220,000	Formal bidding procedures

Revisions to CUPCCAA also included broader definition of a public work under CUPCCAA as well as increased thresholds and bidding procedures.

A “public project” was initially defined as:

1. A project for the erection, improvement, painting, or repair of public buildings and works
2. Work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow
3. Street or sewer work except for maintenance or repair, or
4. Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers (PCC Section 20161)

The definition of a “public project” has been amended to include, “Installations involving any publicly owned, leased, or operated facility.”

Purchasing Policy Revisions

The proposed amendments to the Purchasing Policy mirror the changes to the Ordinance and only impact the purchasing thresholds. Proposed changes to the Purchasing Policy are bolded and italicized in Attachment 2.

The changes proposed to the Purchasing Policy will not go into effect until the Ordinance changes which are also proposed as part of this action receive final approval by Council at a future Council meeting.

The proposed changes will result in reduced administrative costs for smaller purchases as fewer formal bidding procedures will be required. However, the City will continue to ensure competitive pricing and responsible spending through informal and formal procurement processes when appropriate.

FINANCIAL IMPACT:

There is minor financial benefit anticipated from these proposed changes coming from a reduction in the time needed to conduct and manage a procurement.

ALTERNATIVES:

Council could direct staff to modify the ordinance further or to forego modifications. Council could also reject the resolution to amend the Purchasing Policy and the MMC, thus continuing with the current policy. Doing so would cause a discrepancy between the CUPCCAA-governed bid limits and those in the MMC and the Purchasing Policy.

ATTACHMENTS:

1. Ordinance
2. Resolution approval amendment of Administrative Policy 18, Purchasing Policy of the City of Madera
3. Administrative Policy 18, Purchasing Policy of the City of Madera

ATTACHMENT 1
ORDINANCE

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MADERA REPEALING AND REPLACING
CHAPTER 4 OF TITLE II OF THE MUNICIPAL CODE RELATING TO
PURCHASING PROCEDURES AND INCLUDING RAISING PURCHASING
THRESHOLDS**

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

SECTION 1. Chapter 4 (Purchasing Procedures) of Title II (Administration) of the Madera Municipal Code is repealed in its entirety and added to read in its entirety as follows:

CHAPTER 4: PURCHASING PROCEDURES

Sections:

- 2-4.01 Purpose and Implementation
- 2-4.04 Expenditure Authority
- 2-4.03 Designation of and Responsibility of Purchasing Agent
- 2-4.04 Purchasing Amount Authority and Signature
- 2-4.05 Purchases and Contracts that are Not Public Projects
- 2-4.06 Uniform Public Construction Cost Accounting Act Public Project Procedures
- 2-4.07 Exceptions: Cooperative Purchasing Agreements and Piggyback Purchases.
- 2-4.08 Sole Source Purchases
- 2-4.09 Prevailing Wages and Public Works Projects
- 2-4.10 Requests for Proposals and Requests for Qualifications
- 2-4.11 Conflict of Interest

2-4.01 PURPOSE AND IMPLEMENTATION.

(A) Title. This chapter shall be known as the City of Madera Purchasing Ordinance ("Purchasing Ordinance"). The purpose of this Purchasing Ordinance is to establish efficient procedures for the purchase of supplies, equipment, and services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to define purchasing authority, and to assure the quality of purchases.

(B) Compliance with Laws. The adoption of this Purchasing Ordinance is intended to meet the requirements of state law including but not limited to the following: (i) Government Code Sections 54201 to 54205 regarding the purchase of supplies and equipment; (ii) Public Contract Code Section 20160 to 20174 regarding city public works construction projects; (iii) Public Contracts Code Sections 22000 to 22045 regarding the Uniform Public Construction Cost Accounting Procedures; (iv) Government Code Section 4526 regarding professional services; (v) Labor Code requirements for prevailing wages; (vi) Government Code Section 4529.2 regarding architectural engineering services; and (vii) other applicable laws.

(C) Superseding State and Federal Procurement Requirements. The procurement requirements under this Purchasing Ordinance shall be followed. However, in the event stricter requirements are required by state or federal funding sources, those requirements shall be met to ensure funding compliance and shall supersede the provisions of this chapter.

(D) Administrative Purchasing Policy. The city's purchasing functions shall be governed by this Purchasing Ordinance and by the city's Administrative Purchasing Policy which shall be established by the Council as both as may be amended from time to time. The Administrative Purchasing Policy will serve to implement the provisions of the Purchasing Ordinance and will generally contain administrative requirements, responsibilities, and updated best practices to meet the city's needs.

2-4.02 EXPENDITURE AUTHORITY.

Purchase and contract expenditures must be authorized in the city's annual budget or pursuant to amendment to the annual budget approved by the council.

2-4.03 DESIGNATION AND RESPONSIBILITY OF PURCHASING AGENT.

The City of Madera Municipal Code section 2-2.203 (D) designates the Director of Finance of the city as the city Purchasing Agent with the responsibility to supervise and control the disbursement of all monies and the audit of all purchase orders and related invoices and payments. Subject to the direction of the Director of Finance, the duties of the Purchasing Agent may be performed by an authorized representative or be delegated to such city office or position as may be determined by the Director of Finance.

The Purchasing Agent shall have authority to:

(A) Purchase or contract for supplies, equipment and services required by city in accordance with purchasing procedures prescribed by this Purchasing Ordinance, the Administrative Purchasing Policy, and any requirement as shall be prescribed by state or federal funding agencies.

(B) Negotiate and recommend execution of contracts for the purchase of

supplies, equipment, and services at least expense to the city.

(C) Act to procure for the city the needed quality in supplies, equipment, and services at least expense to the city.

(D) Discourage uniform bidding and endeavor to obtain as full and open competition as possible on purchases.

(E) Prepare and recommend to the council revisions and amendments to the Purchasing Ordinance.

(F) Prescribe and maintain the forms as are reasonably necessary to the operation of the Purchasing Ordinance and other laws.

(G) Supervise or delegate the inspection of all supplies, equipment and services purchased to ensure conformance with specifications of the product or service.

(H) Maintain a bidders' list, vendors catalog file, pre-qualified vendor lists, and records needed for the efficient operation of the Purchasing System; and

(I) Require that all employees verify and ensure purchases are made in accordance with the Purchasing Ordinance and with state or federal funding sources.

2-4.04 PURCHASING AMOUNT AUTHORITY AND SIGNATURE.

(A) City Manager. Purchases and contracts of less than \$75,000 per project per fiscal year may be awarded and signed by the City Manager, after being approved as to form by the City Attorney and Purchasing Agent, unless the council expressly reserves approval on a particular purchase or contract, or the City Manager requests council approval. This also includes contracts not measured monetarily such as the waiver of indemnification and insurance.

(B) Council. If the amount of any purchase or contract is \$75,000 or more in a fiscal year, the contract is required be awarded by the council at its discretion and signed by the Mayor unless a resolution specific to the particular contract authorizes the City Manager or other designee to sign the contract.

2-4.05 PURCHASES AND CONTRACTS THAT ARE NOT "PUBLIC PROJECTS."

(A) Procedures for Specific Amounts. The procedures in this section shall be followed when purchasing or leasing materials, supplies, equipment, or services that are (i) not public projects as defined in Section 2-5.06 of this Code and (ii) not procured through Requests for Qualifications and Requests for Proposals.

(1) Less than \$6,000 - All city employees authorized to purchase or lease materials,

supplies, equipment, or services shall ensure that the city pays fair prices and receives commensurate value for amounts expended.

(2) \$6,000 to less than \$15,000 - Price quotes must be solicited, either verbally or in writing, from a minimum of three vendors, if available. The low-price quote must be confirmed in writing by the vendor.

(3) \$15,000 to less than \$75,000 - Written specifications describing the delivery schedule, materials, supplies, equipment, or services must be prepared by city. Price quotes must be solicited in writing from a minimum of three vendors, if available.

(4) \$75,000 or higher – The informal bidding requirements under Section 2-4.06 D(2) of this Code relating to public projects shall be followed except that for non-public projects, the city is not required to award to the lowest bidder. The city may award to the best qualified vendor. In determining “best qualified vendor” as used in Section 2-4.05 consideration is to be given to quality and performance of the goods and supplies, equipment or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining best qualified vendor includes, but is not limited to, the following:

(a) The cost or best value of the goods and supplies, equipment, materials, or nonprofessional services;

(b) The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

(c) The ability of vendor to provide the goods and supplies, equipment, materials, or nonprofessional services promptly or within the time specified and without delay;

(d) The quality of vendor’s performance on previous purchases or contracts; and

(e) The vendor’s responsiveness.

(B) Purchase Order or Written Contract Required. Purchases of supplies, equipment, and services of \$6,000 or more shall be made only by written purchase order or by written contract.

(C) Emergency Purchases. In the case of an emergency regarding a non-public project as defined in Section 2-4.06, the Purchasing Agent may determine to proceed with the immediate purchase of goods, supplies, equipment, materials, or services. The term “**emergency**” means a sudden, unexpected occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential services. Such immediate purchase of goods, supplies, equipment, materials, or services still requires the standard terms and conditions for written purchase orders or written contracts.

(1) If the dollar amount is within the City Manager's authority, the Purchasing Agent shall promptly file with the City Manager a signed declaration showing that emergency conditions existed and created the necessity for such action, together with an itemized account of all expenditures.

(2) If the dollar amount is above the City Manager's authority, the Purchasing Agent shall at the next regular meeting of the council seek ratification of the purchase by resolution which includes the emergency conditions which existed and the immediate need to take action together with an itemized account of all expenditures.

(D) Prohibition against piecemealing, splitting or separating purchases. It is impermissible to split or separate purchases of materials, supplies, equipment or services for the purpose of evading the provisions of the procedures for specific amounts set forth above.

2-4.06 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT PROCEDURES FOR PUBLIC PROJECTS.

(A) California Uniform Public Construction Cost Accounting Act Adopted. The council of the City of Madera, California hereby readopts the California Uniform Public Construction Cost Accounting Act (California Public Contract Code § 22000 et seq.) for the purpose of prescribing regulations governing contracts awarded by the city for public projects. However, nothing contained herein shall preclude the city from utilizing more restrictive procedures if, and when required by federal or state law, or when federal or state funds are involved in the contract to be awarded and the funding agency requires more restrictive procedures.

(B) Definitions of Terms. As used in Section 2-4.06, the words, terms, and phrases shall have the following meanings, as defined in Public Contract Code Section 22002, unless otherwise apparent from the context:

(1) "Facility" means any plant, building, structure, ground facility, real property, street, highway, or other public work improvement.

(2) "Maintenance Work" does not constitute a "public project" under the definition of "public project" in subsection (B)(3) below; it does include the following:

(a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

(b) Minor repainting.

(c) Resurfacing of streets and highways at less than one inch.

(d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

(e) Work performed to keep, operate, and maintain city-owned water and wastewater systems.

(3) "Public Project" means any of the following:

(a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

(b) Painting or repainting any publicly owned, leased, or operated facility.

(c) Public Project does not include maintenance work, as defined above.

(d) Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.

(e) Installations involving any publicly owned, leased, or operated facility.

(C) Dollar Amount of Public Project Determines Process to be Used. The dollar amount thresholds provided in this section shall automatically adjust upon the effectiveness of any adjustment notification by the State Controller in accordance with Public Contract Code section 22020 *et seq.*, without the necessity of amending this section or any subdivision herein to reflect any such adjustment.

(1) Public projects of \$75,000 or less may be performed by city employees by force account, by negotiated contract or by purchase order.

(2) Public projects of \$75,000.01 to \$220,000 may be let to contract by informal bidding procedures as set forth in subsection (D) below.

(3) Public projects of more than \$220,000 shall, except as otherwise provided in this section, be let to contract by formal bidding procedure as set forth in subsection (D) below.

(D) Procedures to Be Used for Contracts Regarding Public Projects.

(1) No bidding required. Per Public Contract Code Section 22032, public projects of \$75,000 or less may be performed by the employees of the city by force account, by negotiated contract, or by purchase order consistent with the procedures in Section 2-4.05 (A) (1)–(3). Such contracts may be approved and executed by City Manager or designee.

(2) Informal bidding procedures. Public projects of \$75,000.01 to \$220,000 per subsection (C)(2) above shall be awarded to the lowest responsive and responsible bidder in accordance with the Uniform Construction Cost Accounting Act, Section 22034 *et seq.* of the Public Contract Code, as follows:

(a) Contractors List. A list of qualified contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

(b) Notice Inviting Informal Bids. A notice inviting informal bids shall be prepared, which shall describe the project in general terms, describe how to obtain more detailed information about the project, and state the time and place for the submission of bids. The notice shall be mailed, not less than ten (10) days before bids are due, to either all the contractors on the Contractors List for the category of work to be bid, or to all construction trade journals specified in the California Public Contract Code Section 22036, or both, unless the product or service delivery is proprietary.

(c) The informal bids for public projects shall be awarded by the council and signed by the Mayor or by council designee.

(d) If all bids received are in excess of \$220,000, the council may, by adoption of a resolution of four-fifths vote of the members of the council, award the contract, at \$235,000 or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

(3) Formal bidding procedures. Public projects of more than \$220,000.00 per section (C)(3), above, shall be awarded pursuant to formal bidding procedures to the lowest responsive and responsible bidder in accordance with, but not limited to, the procedures set forth below.

(a) Notice Inviting Formal Bids. The following are required:

(i) Contents of Notice. Notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.

(ii) Publication of Notice. The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the city, or otherwise comply with the requirements of Public Contracts Code Section 22037.

(iii) Electronic Transmission of Notice. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals as required by the Commission as specified in Public Contract Code Section 22036. The notice shall be sent at least fifteen calendar days before the date of opening the bids.

(iv) Per Labor Code Section 1771.1, the notice must state that a contractor or

subcontractor is not qualified to bid on, be last in a bid proposal for, or perform work on a project unless it is registered and qualified under Labor Code Section 1725.5.

(b) Instructions to Bidders – The Notice Inviting Formal Bids should also identify the contract documents to be considered, the availability of information, any scheduled pre-bid meetings, bid protest procedures, addenda, and any other procedures to be followed for bids to be considered.

(c) Bid Package – The bid package should include the following:

(i) The proposal form.

(ii) Submission of sealed bids.

(iii) A public bid opening.

(iv) Award to the lowest, responsive and responsible bidder.

(v) City reservation in notice inviting bids of the right to reject any or all bids and to waive minor irregularities.

(vi) Award and execution of a written contract.

(vii) Reference to applicable state or federally funded project requirements.

(viii) Bid security.

(ix) Performance and payment bonds.

(x) Listing of subcontractors.

(E) Authority to Prepare and Issue Notice Inviting Bids. The Purchasing Agent or designee is authorized to prepare and issue notices inviting bids and to establish such additional bidding procedures which must be consistent with those stated herein.

(F) Prohibition against splitting or separating projects. It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this Purchasing Ordinance requiring work to be done by contract after competitive bidding. Under Public Contract Code Section 22033 “It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.”

(G) Council Authority to Reject, Re-advertise, or Otherwise Award.

(1) In its discretion, the council may reject any and all bids presented under the informal and formal bidding procedures described above for public projects, if the city, prior to rejecting all bids furnishes a written notice to the apparent low bidder. The notice shall inform the bidder of the city's intent to reject the bid and shall be mailed or emailed at least two (2) business days prior to the council meeting at which the city intends to reject the bid. If after the first invitation for bids all bids are rejected, after reevaluating its cost estimates of the project, the city shall have the option of either of the following:

(a) Abandoning the project or re-advertising for bids in the manner described in this Section 2-4.06.

(b) By passage of a resolution by a four-fifths vote of the council declaring that the project can be performed more economically by the employees of the city, the city may have the project done by force account without further complying with this Section 2-4.06.

(2) If the contract is awarded, it shall be awarded to the lowest responsive and responsible bidder. If two (2) or more bids are the same and the lowest, the city may accept the one it chooses.

(3) If no bids are received through the informal or formal bidding procedures described above, the project may be performed by employees of the city by force account or by informal bidding procedures set forth above.

(H) Emergency.

(1) In case of an emergency regarding a public project which requires formal bidding procedures, the council may pass a resolution by a four-fifths vote declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. The resolution shall specify findings as required in Public Contracts Code Section 22050.

(2) "Emergency" as used in this section means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

(I) Written Contracts Required. All contracts for public projects shall be in writing; all amendments to contracts shall be in writing. The City Manager or his or her designee shall work with the City Attorney to ensure that the contract includes language protecting the city's interest and language required by law. This language shall include, but is not limited to specified term, scope of services, termination language, insurance, warranties, indemnification, non-collusion, contractor license, security, bonds, liquidated damages, change orders, retention, delays, claims process, prevailing wages, and compliance with applicable laws.

(J) Change Order Limits for Public Projects. The award of contracts for public projects shall include a recommended contingency amount not to exceed 15%. Any change order must be reasonably related to the scope of the original contract and based on post-award information that requires modification based on unforeseen conditions or by mutual agreement of the parties. Any change order which results in a total contract amount greater than the limits in this provision shall require council approval.

2-4.07 EXCEPTIONS: COOPERATIVE PURCHASING AGREEMENTS AND PIGGYBACK PURCHASES.

(A) Cooperative Purchasing. The city, through the Purchasing Agent, may purchase supplies, equipment, or services through a joint powers or other cooperative purchasing program with any local, county, state, or federal public entity or entities, or any association of public agencies, including the California League of Cities, the California State Association of Counties, and the National Conference of Mayors, provided that:

(1) The selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association; and

(2) The Purchasing Agent determines that the competitive bidding or proposal process utilized is similar to that contained in this chapter; and

(3) The Purchasing Agent determines that, as a result of cooperative purchasing, the price of the supplies, equipment, or services is likely to be lower than it would be if purchased directly by the city pursuant to this chapter.

(B) Information Technology Goods and Services. In accordance with Public Contract Code Section 10299, the city, through the Purchasing Agent may, without formal or informal bidding, contract with suppliers who have been awarded contracts by governmental entities for the purchase of goods, information technology, and services under the competitive process in Public Contract Code Sections 12100 to 12113. Such contracts typically take the form of master agreements, price schedules, or multiple award schedules. The city may make these purchases directly from the vendors or the state may provide assistance to the city in making these acquisitions.

(C) "Piggyback" Purchasing. The city may utilize the purchasing practice commonly referred to as "piggyback" purchasing. The city, through the Purchasing Agent, may purchase supplies, equipment, or services, without complying with the bidding or proposal procedures in this chapter, from any supplier who offers the supplies, equipment, or services at the same or better price, terms, and/or conditions as the supplier previously offered to another city or other public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that city or other public agency, provided that:

(1) The competitive bidding or proposal process required by that city or other public

agency is similar to that contained in this chapter; and

(2) The competitive bidding or proposal process required by that city or other public agency included all known bidders; and

(3) The supplier's bid or proposal was for like or greater quantities, and a like or greater quality, of supplies, equipment, or services.

2-4.08 SOLE SOURCE PURCHASES.

(A) In the event that there is one, and only one, source for a product of \$6,000 or more, a sole-source purchase may be used. When a department wishes to make a sole-source purchase, it must make the findings set forth below in writing and file such certification with the Purchasing Agent for the Purchasing Agent's approval. In order to establish a legal basis for a sole-source exception, the following statements and findings must be made:

(1) A statement describing the unique or specialized feature of the product in question;

(2) A statement of the department director's efforts to locate all possible suppliers of such product;

(3) A statement that, in spite of its efforts, the department director has been able to locate only one supplier of the product in question;

(4) A statement that indicates the ultimate cost of the product and the process used to determine the cost of the product;

(5) A finding that it is, therefore, proper for the city to dispense with a competitive bidding requirement and to authorize the city to purchase the product in question under the sole-source exception; and/or

(6) A disclosure statement of the department director and each individual involved in evaluating and/or in making a recommendation for the purchase.

(B) If the purchase exceeds the City Manager's monetary authority to contract, a resolution making the findings set forth above must be submitted with the staff's request for award of a sole source contract by the council.

2-4.09 PREVAILING WAGES AND PUBLIC WORKS PROJECTS.

(A) This section applies to prevailing wages under local and state law. The requirements for prevailing wages under the federal Davis-Bacon Act are separate and should be reviewed separately as required by applicable federal funding sources. Under California Labor Code

Section 1771, all work performed under contract for “public works” projects of more than \$1,000 shall be subject to prevailing wages. The Labor Code defines the term “public works project” broader than the Public Contract Code defines “public project” as per Section 2-4.06 above. There may be instances in which bidding is not required but payment of prevailing wages is required.

(B) “Public Works Project” for the purpose of state prevailing wages means:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part from city funds. For purposes of this paragraph, “construction” includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work. For purposes of this paragraph, “installation” includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems;

(2) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds;

(3) Street, sewer, or other improvement work done under the direction and supervision of the city;

(4) Hauling refuse from a public works site to an outside disposal location; or

(5) Maintenance work, including routine, recurring, and usual work for the preservation of a city-owned or operated facility, and landscape maintenance work per Labor Code Section 1771.

(C) Prevailing wage requirements do not apply to work performed by the city with its own forces.

(D) The City Manager is authorized to establish guidelines for implementing prevailing wages requirements that are consistent with this section and with the Labor Code.

(E) The City Manager shall designate a person to comply with the contractor registration requirements on all contracts requiring prevailing wages.

2-4.10 REQUESTS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS

Procurements under a Request for Proposal (RFP) or Request for Qualifications (RFQ) are appropriate for services that are not subject to legal public bidding requirements. Such procurements may include consulting services, professional services, and maintenance services as described in this section.

(A) RFP or RFQ. If there are no statutory or funding condition requirements that specify

use of an RFP or RFQ, selection is based on the nature of the procurement. For example, an RFP is generally the preferred option for project-based procurement where the specific scope of services is known in advance and one of the primary criteria will be the best lump sum price for providing services (although experience and qualifications may also be considered). An RFQ is often preferable for ongoing or on-call professional or consulting services where there is not a single, defined project and the qualifications and experience of the consultant are the primary criteria (although hourly rates may also be considered).

(B) RFP/RFQ Required.

(1) Architectural and Engineering Services. Per Government Code Section 4529.12 all architectural and engineering services shall be procured pursuant to a fair, competitive selection process. Therefore, an RFP/RFQ process must be followed. The term “architectural and engineering services” includes all architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services. (See Government Code Section 4529.10)

(2) Design-Build. An RFQ and RFP must be used if the city adopts an ordinance for design-build procurement under Public Contract Code Section 22160 et. seq.

(3) Funding Source Requirement. The city shall comply with County, State, or Federal funding source requirements for use of an RFP/RFQ.

(4) Master Service Agreements. Master Service Agreements may be entered into with specific vendors for support services on an “as needed” basis pursuant to an RFP process.

(C) RFP/RFQ Not Required.

(1) Professional/Consultant Services. The city may contract with any specially trained and experienced persons, firms or corporations for special services and advice in financial, economic, accounting, legal or administrative services. Selection shall be on the basis of demonstrated competence, on the professional qualifications necessary for the satisfactory performance of the services required, and at a fair and reasonable price to the city. To obtain the best competitive value for services, the city may employ an RFP or RFQ process dependent on nature of the services, complexity, estimated cost, and immediate needs as determined by the City Manager.

(2) Routine Supplies/Equipment. Procurement of routine supplies or equipment where best price is the only objective, there is no need to use an RFP/RFQ. A clear and specific request for price quotes or informal bidding requirements per Section 2-4.05 of this Code is often the most efficient procurement method for obtaining the best price for goods except that factors other than low price may be considered. However, the city may choose to use an RFP/RFQ process.

2-4.11 CONFLICT OF INTEREST.

No person shall recommend, participate in any contract evaluation, selection, purchase, or lease which would constitute a conflict of interest defined in the city Conflict of Interest Code or applicable state law.

SECTION 3. CEQA. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

SECTION 4. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Publication. Upon passage, this ordinance, or a summary of the same shall be published as required by law.

SECTION 6. Effective Date. This ordinance shall become effective thirty (30) days after its adoption.

Attachment 2

Resolution

RESOLUTION NO. 25-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE AMENDMENT TO ADMINISTRATIVE POLICY
18, PURCHASING POLICY OF THE CITY OF MADERA**

WHEREAS, the City of Madera issues Administrative Policies to set forth City policy on a variety of issues; and

WHEREAS, on August 16, 1993, the City of Madera adopted the Administrative Policy 18: Purchasing Policy of the City of Madera; and

WHEREAS, the Purchasing Policy of the City of Madera was amended on September 4, 1996, February 16, 2000, November 1, 2000, May 2, 2007, June 18, 2008, August 5, 2009, May 18, 2022, and August 21, 2024; and

WHEREAS, Assembly Bill 2192 was adopted on November 1, 2024 to increase bid limit thresholds prescribed in Public Contract Code 22032; and

WHEREAS, the City Council has determined that there are important additions and amendments which should be made to the existing Purchasing Policy to bring it in line with Public Contract Code 22032.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council (Council) approves the amendment to Administrative Policy 18: Purchasing Policy of the City of Madera.
3. This Resolution is effective only if “An Ordinance Of The City Of Madera Repealing And Replacing Chapter 4 Of Title II Of The Municipal Code Relating To Purchasing Procedures And Including Raising Purchasing Thresholds” is adopted and becomes effective.

Attachment 3

Administrative Policy 18, Purchasing Policy of the City of Madera

CITY OF MADERA Administrative Policy	POLICY NUMBER: AP- 18 ADOPTED: REVISED: RESOLUTION:
Subject: PURCHASING POLICY OF THE CITY OF MADERA	

PURCHASING POLICY OF THE CITY OF MADERA

ADOPTED BY THE MADERA CITY COUNCIL ON AUGUST 16, 1993

REVISED ON SEPTEMBER 4, 1996

AND FEBRUARY 16, 2000

AND NOVEMBER 1, 2000

AND MAY 2, 2007

AND JUNE 18, 2008

AND AUGUST 5, 2009

AND MAY 18, 2022

AND AUGUST 21, 2024

AND _____ FEBRUARY 19, 2025

Policy No. 18

PURCHASING

MISSION STATEMENT

The Purchasing Division is committed to obtaining the most desirable goods and services to meet the City's operational needs, at the lowest possible cost, delivered in a timely manner, and in compliance with all City policies and applicable laws, including Madera Municipal Code Chapter 4 Title II.

The Purchasing Division is responsible for all aspects of the City's centralized procurement process. Its objective is to acquire needed goods and services as efficiently and as inexpensively as possible, while assuring fair and equal opportunity to all qualified vendors. To achieve this objective, Purchasing seeks to foster as much competition as possible. In doing so, we adopt the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the City of Madera can do so.

The Purchasing Division's primary function is to assist other City Departments in their procurement efforts, securing materials and services which meet necessary standards. Concurrently, the Purchasing Division monitors all procurement to ascertain compliance with applicable laws.

Purchasing Division personnel prepare the City's procurement program; establish standards for quality assurance; purchase products and services; and administer contracts. Staff prepare specifications and schedule purchases; develop advantageous contractual terms; solicit and evaluate bids; award and administer contracts; place legal advertisements; prepare contract documents; maintain procurement records for all City departments; and formulate policy for the disposition of excess and/or obsolete material. Additionally, the department performs specialized specification writing functions for acquisition of all automotive vehicles, heavy equipment and related service contracts.

Functioning as a major business office of the City with the vendor community, the Purchasing Division strives to promote goodwill through sound business practices, efficient operations and supporting the purchase of recycled and environmentally preferred products while providing the greatest value for the tax dollar.

Our policy is intended to:

- Give all suppliers full, fair, prompt and courteous consideration
- Keep competition open and fair
- Solicit supplier suggestions in the determination of clear and adequate specifications and standards.
- Cooperate with suppliers and consider possible difficulties they may encounter
- Observe strict truthfulness and the highest ethics in all transactions and correspondence
- Support the purchase of recycled and environmentally preferred products
- Provide timely, efficient and cost-effective services to City staff.

PURCHASING POLICY

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PURPOSE

The purpose of this policy is to provide guidance to City departments to instruct them in the procedures that are to be followed in obtaining materials, equipment and services that comply with applicable Federal, State and local laws and regulations and promote the cost-effective procurement of goods and services through a centralized purchasing system.

The purpose of a centralized purchasing system is to obtain those materials, equipment and services necessary for the day-to-day operation of our City government, as well as long range procurement, in a timely and cost-effective manner to insure continued function and continuity of City services.

In order for such a system to work, City departments and the Purchasing staff must work together in developing clear and concise specifications conducive to open competitive purchasing that will at the same time, insure a standard of quality and reliability.

It is intended that the information contained in this policy and in the Purchasing Procedures Manual will help staff in both understanding the laws and regulations that govern the procurement activity of the City, as well as assist staff in following the proper procedures necessary in completing the purchasing process in a timely manner.

PURCHASING AUTHORITY AND RESPONSIBILITIES

The Procurement Services Manager, under the direction of the Director of Financial Services and City Manager, shall be the head and have general supervision of the Purchasing Division. The Procurement Services Manager has the authority and responsibility to carry out and/or delegate implementation of applicable procurement laws and Council policies with regard to purchasing and related contractual agreements for materials, supplies and services.

The Procurement Services Manager, under the direction of the Director of Financial Services and the City Manager or his/her designee, also has the authority and responsibility to verify the availability of funds and budgetary approval for requested purchases.

The Procurement Services Manager, under the direction of the Director of Financial Services and the City Manager or his/her designee, has authority to contract for rental or purchase of all materials, supplies, furnishings, equipment and other personal property upon written requisition by a City Department Head or his/her designee.

The Procurement Services Manager, under the direction of the Director of Financial Services and the City Manager or his/her designee, also has the authority to contract for various services including, but not limited to building construction, alteration and repair and architectural, engineering and design consulting services.

In summary, the Procurement Services Manager or designee processes purchase requisitions for all City departments; obtains and evaluates competitive bids, proposals and quotes; awards purchase orders and contracts; creates, distributes and centrally files all purchasing documents; administers purchase orders and contracts and; monitors vendor performance.

OTHER PURCHASING DUTIES

- Redistribute, sell or otherwise dispose of property no longer required by the using department, i.e. surplus property.
- Establish standard specifications, with department input, for items commonly used by City departments.
- Coordinate with City departments to track terms, extensions and other aspects of Lease-Purchase agreements and Consultant Agreements.
- Coordinate and maintain centralized location for record keeping relating to any RFP/RFQ or other bid process.
- Establish and maintain the City's Travel Program Policy and Procedures.
- Establish and maintain the City's Procurement Card Program and Policy and Procedures.

The Procurement Services Manager, under the direction of the Director of Financial Services and the City Manager or his/her designee, may organize one or more committees to assist in the establishment of standards of type, design, quality or brand of purchases. The Procurement Services Manager may be the head of such committee, which may include the heads of using departments and others concerned. As to purchases for special needs or particular uses, the Procurement Services Manager shall consult with and give consideration to the recommendations of the department head making the requisition. Any member of the committee may act through a representative appointed by him/her.

PROCUREMENT SERVICES MANAGER AUTHORITY

All purchases of \$6,000 or more require a purchase order.

Bidding procedures are not required for purchases of supplies, materials, equipment and services having a total estimated value of less than \$6,000. This does not relieve the purchaser from the responsibility of providing the best value to the City for goods or services.

Purchases of supplies, materials, equipment and services of an estimated value in the amount of \$6,000 up to \$14,999.99 may be made by the Procurement Services Manager in the open market. Open market purchases for supplies, materials, equipment and services of an estimated value between \$6,000 and \$14,999.99 shall, whenever possible, be based on at least three (3) quotes or bids, and shall be awarded to the lowest responsive, responsible bidder providing the best value to the City, ***with the lowest quote or bid being provided in writing.***

Purchases of supplies, materials, equipment, and services, that are not public projects, of an estimated value between \$15,000 and ~~\$60,000~~ **\$74,999.99** shall be procured using written specifications prepared by the City describing the delivery schedule, materials, supplies, equipment, or services; price quotes must be solicited and received in writing from a minimum of three vendors, if available.

The City Manager is authorized to sign contracts of less than ~~\$60,000~~ **\$75,000** per project per fiscal year that have been reviewed and approved by the Procurement Services Manager and City Attorney.

If the amount of any purchase or contract is ~~\$60,000~~ **\$75,000** or more in a fiscal year, the contract shall be awarded by the City Council and signed by the Mayor unless a resolution specific to the particular contract authorizes the City Manager or other designee to sign the contract.

Except as otherwise provided herein, purchases of supplies, materials and equipment having an estimated value greater than ~~\$60,000~~ **\$75,000**, that are not public projects shall follow formal bidding

procedures. Such contracts shall be awarded to the vendor determined to be the best qualified vendor. Criteria for determining the best qualified vendor includes, but is not limited to, the following:

- The cost or best value of the goods and supplies, equipment, materials, or nonprofessional services;
- The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- The ability of vendor to provide the goods and supplies, equipment, materials, or nonprofessional services promptly or within the time specified and without delay;
- The quality of vendor's performance on previous purchases or contracts by City.

Professional services, which may include architectural, engineering, construction management, land surveying, specialized and design services shall be procured in accordance with the Qualification Based Selection (QBS) procedures.

Per Public Contract Code Section 22032, public projects of ~~\$60,000~~ **\$75,000** or less may be performed by the employees of the City by force account, by negotiated contract, or by purchase order. ~~Consistent with the procedures in Municipal Code Section 2-4.05 (A) (1) (3).~~ Such contracts may be approved and executed by City Manager or designee. ***Consistent with Madera Municipal Code Section 2-4.05 (C), the dollar amount thresholds for public projects shall automatically adjust upon the effectiveness of any adjustment notification by the State Controller in accordance with Public Contract Code section 22020 et seq., without the necessity of amending this section or any subdivision herein to reflect any such adjustment.***

Public projects of ~~\$60,000.01 TO \$200,000~~ **\$75,000.01 to \$220,000** ~~per Municipal Code Section 2-4.05 (C)(2)~~ shall be awarded to the lowest responsive and responsible bidder in accordance with the Uniform Construction Cost Accounting Act, Section 22034 et seq. of the Public Contract Code.

Prohibition against piecemealing, splitting, or separating purchases.

It is impermissible to split or separate purchases of materials, supplies, equipment, or services for the purpose of evading the provisions of the procedures for specific amounts set forth above.

DELEGATION OF AUTHORITY

Working in concert with the originating departments the Procurement Services Manager may delegate any of the duties listed above to other City employees or other primary contacts as requested by the originating department. Those individuals shall follow all the guidelines of this policy and shall work with the Procurement Services Manager on technical aspects of the purchasing process if needed. In general, Department Heads have been given delegated purchasing authority of \$5,999.99.

Procuring goods, services, equipment and materials on behalf of the City of Madera without proper authority can result in the individual being held personally responsible for charges incurred.

CODE OF ETHICAL CONDUCT

The primary mission of City Government is to serve the citizens of the City of Madera. To perform its mission effectively, the City must have the trust and confidence of the public it serves. That trust is dependent upon City employees discharging their duties honestly, forthrightly, objectively and with personal integrity.

To secure and maintain the trust and confidence of the public, the City of Madera is committed to upholding the highest standards of ethical conduct. Of key importance in determining whether a particular action is proper or improper, is how the action is perceived. The full measure of ethical review is not limited to the narrow confines of a specific job, task or department. The review must also determine whether the action gives the appearance of wrongdoing, inequity, impropriety or the perception of misconduct when viewed by the public.

The City of Madera subscribes to the following Principles and Standards of Purchasing Practice:

PUBLIC PURCHASING PRINCIPLES AND STANDARDS

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
- Demonstrate loyalty to the employer by diligently following the lawful instructions of the employer, using reasonable care and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interests and the interests of the employer. Refrain from soliciting or accepting money, loans, credits or prejudicial discounts and the acceptance of gifts, entertainment, favors or services from present or potential suppliers that might influence or appear to influence purchasing decisions.
- Handle confidential or proprietary information belonging to employers or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Refrain from reciprocal agreements that restrain competition.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- Encourage all segments of society to participate by demonstrating support for small, disadvantaged and minority-owned businesses.
- Enhance the proficiency and stature of the purchasing profession by acquiring and maintaining current technical knowledge and the highest standards of ethical behavior.
- Conduct international purchasing in accordance with the laws, customs and practices of foreign countries, consistent with United States laws, our organization policies and these guidelines.

- To regard public service as a sacred trust, giving primary consideration to the interests of the governmental unit by whom we are employed.
- To purchase the best value obtainable, securing the maximum benefit for each tax dollar expended.
- To avoid sharp practices, giving all qualified vendors an equal opportunity.
- To respect our obligations and to require that obligations to us and our governmental unit be respected.
- To accord vendor representatives the same treatment we should like to receive, remembering that they are important sources of information and assistance in our buying process.
- To strive constantly for greater knowledge of purchasing methods and of the materials we buy.
- To be receptive to counsel from our colleagues and to cooperate with them to promote a spirit of unity.
- To conduct ourselves with fairness and dignity and to demand honesty and truth in buying and selling.
- To cooperate with all organizations and individuals engaged in enhancing the development and standing of the purchasing profession.
- To remember that everything we do reflects on the entire purchasing profession and to govern our every action accordingly.

CONFLICT OF INTEREST REGULATIONS

Conflicts of interest occur when a conflict exists between the public interest and the private monetary interest of a public official or employee. Conflicts of interest can also occur with regards to individuals who have left government employment, when former public officials are able to exert undue influence over the purchasing process because of their past personal connections inside government.

No member of the Council or of any board and no officer or employee of the City shall be or become interested in any contract for which bids are or may be required for the furnishing of labor or materials to or for the City, nor shall any of them receive any gratuity or advantage from any contract or from the contractor furnishing any labor or material under any contract, the cost or consideration of which is payable from the City treasury. Any such contract with the City in which any such officer or employee is or becomes interested shall be declared void by the Council.

Generally speaking, an employee or official should not participate directly or indirectly when the following conditions apply:

- The employee, official or any member of the employee's or official's immediate family has a direct or indirect interest in the purchase.

- A business or organization, in which the employee, official or any member of the employee's or official's immediate family has a direct or indirect interest, is involved in the purchase.
- Any other person, business or organization, with which the employee, official or any member of the employee's or official's immediate family is negotiating or has an arrangement concerning prospective employment, is involved in the purchase.

No officer or employee of the City shall aid or assist a bidder in securing a contract to furnish labor or materials or supplies at a higher price or rate than that proposed by any other responsible bidder, or shall favor one bidder over another, giving or withholding information, or shall willfully mislead any bidder in regard to the character of the materials or supplies of a quality inferior to that called for by contract, or shall knowingly certify to a greater amount of labor performed than has actually been performed or to the receipt of a greater amount of material or supplies than has actually been received.

PROHIBITION OF GIFTS, GRATUITIES AND KICKBACKS

Council members and other officials or employees are prohibited from accepting any gratuity or advantage from any contract or contractor. This section is designed to prohibit actions that may tend to unduly and improperly influence officers and employees in the discharge of their duties, or grant, in the discharge of their duties, any improper favor, service or thing of value.

The City of Madera regards the practice of accepting gifts or gratuities as unnecessary, undesirable and contrary to the mission of the City. The City recognizes the responsibility of its employees to maintain good relations with all members of the community and believes this can be accomplished in a professional manner without gifts or gratuities interfering with and/or influencing employees. The City prohibits an employee from accepting personal gifts or gratuities in his/her capacity as a City employee from business or individuals who either do business with or are served by the City. As opposed to gratuities, which up to a financial point are not illegal, kickbacks are always illegal. Kickbacks are "financial payment for receiving a contract."

It shall be illegal for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

UNETHICAL USE OF CONFIDENTIAL INFORMATION

City employees are frequently made privy to confidential information in the course of their duties, and the prohibition against the misuse of confidential information is just as fundamental to ethical purchasing as it is to any other sphere of government. It shall be unethical for any employee, or former employee, knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

General Provisions

The value of anything transferred or received in breach of ethical standards by a City of Madera employee or a vendor may be recovered from both employee and vendor.

Recovery of Kickbacks by the City

Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other and all offending parties.

SANCTIONS FOR ETHICAL VIOLATIONS

Any employee who violates ethical standards may be disciplined in accordance with the City of Madera Personnel Rules and Regulations, and/or applicable Memorandum of Understanding up to and including termination of the employee.

EMERGENCY ORDERS

In the case of an emergency regarding a non-public project, the Purchasing Agent may determine to proceed with the immediate purchase of goods, supplies, equipment, materials, or services. The term "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential services. Such immediate purchase of goods, supplies, equipment, materials, or services still requires the standard terms and conditions for written purchase orders or written contracts.

In case of an emergency regarding a public project which requires formal bidding procedures, the City Council may pass a resolution by a four-fifths vote declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. The resolution shall specify findings as required in Public Contracts Code Section 22050.

If the dollar amount is within the City Manager's authority (less than ~~\$60,000-\$75,000~~); the responsible department shall promptly file with the City Manager a signed declaration showing that emergency conditions existed and created the necessity for such action, together with an itemized account of all expenditures.

If the dollar amount is above the City Manager's authority (~~\$60,000-\$75,000~~ or more); the responsible department shall at the next regular meeting of the Council seek ratification of the purchase by resolution which includes the emergency conditions which existed and the immediate need to take action together with an itemized account of all expenditures.

CAPITAL ACQUISITIONS/FIXED ASSETS

Capital expenditures which departments deem necessary and/or exceed five thousand (\$5,000) should be capitalized and added to the fixed assets list for internal control. All expenditures for capital assets shall be capitalized to more accurately reflect the financial position of the City on an accrual basis. Therefore, all purchases of such items must be included in the capital outlay portion of departmental budgets. Purchase Orders received by the Purchasing Division for capital outlay items that reference other than capital account numbers will be referred back to the ordering department for authorization of fund

transfer.

ENVIRONMENTALLY PREFERRED PURCHASING

It is the policy of the City to support the purchase of recycled and environmentally preferred products in order to minimize environmental impacts relating to our work and to implement directives regarding waste prevention, reuse, recycling collection, procurement, employee education and outreach and coordination of such programs.

CREDIT CARD PURCHASES

The City uses a variety of methods for the purchase of goods and services and recognizes that in certain circumstances the issuance of a City credit card will allow for efficient, cost effective and secure purchasing within the guidelines of the program.

For specific details on processes, acceptable use, necessary forms and all other details of the program see the City's Procurement Card Policy.

LOCAL VENDOR PREFERENCE

It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. We will encourage this by developing local vendor outreach and education programs. We will seek to involve local vendors to the maximum extent possible, complying with appropriate codes, laws and prudent purchasing practices. The local vendor preference shall not apply to those contracts where State or Federal law, or other laws or regulations precludes such a preference.

Bid documents on public projects will include verbiage mandating that bidders will be required to circulate the opportunity to subcontract for components of the project to local businesses and demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

COOPERATIVE PURCHASING

The City, through the Purchasing Agent, may purchase supplies, equipment, or services through a joint powers or other cooperative purchasing program with any local, county, state, or federal public entity or entities, or any association of public agencies, including the California League of Cities, the California State Association of Counties, and the National Conference of Mayors, provided that:

- 1) The selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association; and
- 2) The Purchasing Agent determines that the competitive bidding or proposal process utilized is similar to that contained in this Chapter; and
- 3) The Purchasing Agent determines that, as a result of cooperative purchasing, the price of the supplies, equipment, or services is likely to be lower than it would be if purchased directly by the City pursuant to this Chapter.

Purchases less than ~~\$60,000-\$75,000~~ require approval of the Procurement Services Manager, City Attorney, and City Manager. Purchases ~~\$60,000-\$75,000~~ or more require City Council approval.

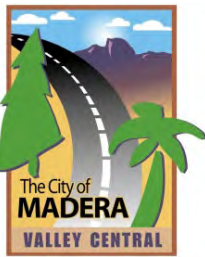
"PIGGYBACK" PURCHASING

The ~~Procurement Services Manager~~ **Purchasing Agent** is authorized to join with other public and private entities for the purpose of collectively preparing specifications; requesting and receiving bids, quotations, or proposals; and making award to the lowest responsive responsible bidder, provided that the source selection method used is substantially in compliance with the City's laws, policies, and procedures.

The City may use State of California Cooperative Purchasing Contracts if the item on the state contract meets the City's needs and if it is unlikely that a separate City bid would result in more favorable prices, terms and/or conditions. Contracted buying groups are considered to take the place of competition if, in the opinion of the ~~Procurement Services Manager~~ **Purchasing Agent**, it is in the best interest of the City. Notwithstanding all other provisions of this article, in the purchase of necessary goods and/or services the City may, in lieu of other City competitive bidding procedures, accept a competitive bid which has been secured by or on behalf of any federal, state, county or municipal government or from any other governmental entity, state funded institution and not-for-profit organization, subject to a determination by the ~~Procurement Services Manager~~ **Purchasing Agent** that the contract was entered into pursuant to a competitive process in compliance with City laws, policies, and procedures.

Purchasing is authorized to "piggyback" contracts for products and equipment entered into by other governmental agencies through a competitive bid providing the contract contains an assignability clause that provides for the assignment of all, or a portion of the specified deliverables as originally advertised, competed, evaluated, and awarded. Purchasing will obtain documentation to verify the contract and bid process. All products or equipment purchased under this provision must substantially meet the technical specifications of the bid. Major deviations from the product specification will not be allowed. However, minor modifications which result in a price differential of 5 percent or less are authorized.

Purchases less than ~~\$60,000-\$75,000~~ require approval of the ~~Procurement Services Manager~~ **Purchasing Agent**, City Attorney, and City Manager. Purchases ~~\$60,000-\$75,000~~ or more require City Council approval.



Item:	B-1
Minutes for:	02/05/2025
Adopted:	02/19/2025

Minutes of a Regular Meeting of the Madera City Council

February 5, 2025
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City's website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

CALL TO ORDER: Meeting was called to order at 6:00 p.m.

ROLL CALL: Mayor Cece Gallegos
Mayor Pro Tem Jose Rodriguez, District 2
Councilmember Rohi Zacharia, District 1
Councilmember Steve Montes, District 3 (Arrived at 6:06 p.m.)
Councilmember Anita Evans, District 4 (Arrived at 6:03 p.m.)
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Justin Macomb, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiamonte, Senior Civil Engineer Steve Bettencourt, Deputy City Clerk Zelda Leon and Communication Specialist Joseph Carrello.

INVOCATION: Rev. Joseph Alicea, Awaken Church of God

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER MEJIA AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, THE AGENDA MOVING ITEM C-1 BEFORE ITEM 1. OATH OF OFFICE WAS APPROVED BY A 6/0 VOTE. ABSENT: DISTRICT 1 VACANT.

COUNCIL REORGANIZATION:

1. Oath of Office Ceremony for Rohi Zacharia, District 1 City Council Seat

Recommendation: Staff recommends that the City Council receive this report regarding the administration of the Oath of Office to Rohi Zacharia to fill the District 1 City Council seat (Report by Alicia Gonzales)

At 6:15 p.m., Mayor Gallegos called for a 15-minute recess to celebrate the new Councilmember. The meeting resumed at 6:41 p.m.

PRESENTATIONS: None

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Dennis Hart of the Madera County Historical Society announced that the museum has been nominated as Best Museum in Central California. They do not know who nominated them, but they are grateful. Voting is only available online and he asked that people vote daily from February 17th at noon through March 7th 5:00 p.m. He asked the City to help them in any way with publicity.

Monica Bravo, CEO of Latinos Madera Club thanked Police Chief Chiaramonte, Police Lieutenant Felix Gonzalez and Detective Dina Santos for their presence during two of their events. Members of the public felt safe, and Ms. Bravo encouraged the public to reach out to the Police Department to report crimes or community issues.

A member of the public noted that using the Wordly translation application was a little difficult. She asked that Council consider reading the comments that are emailed or mailed to them as the City Clerk used to read them before and it would be respectful to the community and nice to hear them. She stated it is also difficult to use Zoom.

Domi Fridger with a floating solar company called Lake TriCity mentioned that they would like to partner with the City and having floating solar panels at the Wastewater Treatment Plant. He stated he has been working with City Manager Arnoldo Rodriguez about this project. He gave some of his business cards to City Clerk Alicia Gonzales in case Council wanted to contact him.

Minerva Mendoza, a resident of District 2, on behalf of the American Friends Service Committee stated they are hosting a community forum at the library on February 11th at 6:00 p.m. where Councilmembers will discuss current topics with the community.

City Clerk Alicia Gonzales stated that some comments were received by email, distributed to Council prior to the meeting and that copies were available at the podium for anyone who would like a copy.

No further Public Comment was presented. Public Comment was closed.

Mayor Gallegos called Item C-1 for discussion.

A. PUBLIC HEARINGS:

A-1 Public Hearing to Amend the Community Development Block Grant (CDBG) 2019-2024 Consolidated Plan

Recommendation: Adopt a Minute Order initiating the amendment process which proposes to approve the amendment of the 2019-2024 Consolidated Plan to include HOME Investment Partnerships Program (HOME) funds in the amount of \$372,064.92 and the City's portion in the amount of \$127,935.08 for a total of \$500,000 (Report by Michael Lima)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM A-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.

Mayor Gallegos has requested that the alternate for MCTC be switched from Councilmember Mejia to Councilmember Evans in Item B-15.

Mayor Pro Tem Rodriguez asked that Item B-15 be pulled for discussion.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER MEJIA, THE CONSENT CALENDAR AND PULLING ITEM B-15 FOR DISCUSSION WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

B-1 Minutes – January 15, 2025

Recommendation: Approve the City Council Minutes of January 15, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for January 4, 2025 to January 24, 2025 (Report by Michael Lima)

B-3 Appointment to the Americans with Disabilities Act (ADA) Advisory Council

Recommendation: Adopt a Resolution Approving the Appointment of Jack Porter to the ADA Advisory Council (Report by Wendy Silva)

RES 25-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF JACK PORTER TO THE CITY OF MADERA AMERICANS WITH DISABILITIES ACT ADVISORY COUNCIL

B-4 Appointment to the Civil Service Commission

Recommendation: Adopt a Resolution Approving the Appointment of Dennis Smith to the Civil Service Commission (Report by Wendy Silva)

RES 25-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING DENNIS SMITH TO THE CITY OF MADERA CIVIL SERVICE COMMISSION

B-5 Appointment to the Planning Commission

Recommendation: Adopt a Resolution Approving the Appointment of Timothy Riche to the Planning Commission (Report by Will Tackett)

RES 25-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING TIMOTHY RICHE TO THE CITY OF MADERA PLANNING COMMISSION

B-6 Appointment to the Community Development Block Grant Commission

Recommendation: Adopt a Resolution Approving the Appointment of Candy Talley to the Block Grant Commission (Report by Michael Lima)

RES 25-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING CANDY TALLEY TO THE CITY OF MADERA BLOCK GRANT COMMISSION

B-7 Appointment to Airport Advisory Commission

Recommendation: Adopt a Resolution Approving the Appointment of Jerry Holiday to the Airport Advisory Commission (Report by Arnolando Rodriguez)

RES 25-19 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING JERRY HOLIDAY TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION

B-8 Amendments to the City of Madera Classification Plan

Recommendation: Adopt a Resolution Amending the City of Madera Classification Plan to re-title the Neighborhood Preservation class series to Code Enforcement and approve a revised salary schedule reflecting the job title changes (Report by Wendy Silva)

RES 25-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN AND ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE FEBRUARY 5, 2025

B-9 Proclamation Recognizing National Pesticide Safety Education Month

Recommendation: Adopt a Minute Order approving a Proclamation Recognizing National Pesticide Safety Education Month (Report by Alicia Gonzales)

B-10 Amendment No. 2 to the Landscape Maintenance Services for the Downtown District, Certain City Facilities, and Median Islands Agreement with Elite Maintenance & Tree Service, Inc. (EMTS)

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the Landscape Maintenance Services for the Downtown District, Certain City Facilities, and Median Islands Agreement with EMTS extending their service agreement for 90 days (Report by Joseph Hebert)

RES 25-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF MADERA AND ELITE MAINTENANCE & TREE SERVICE, INC. FOR LANDSCAPE MAINTENANCE SERVICES FOR THE DOWNTOWN DISTRICT, CERTAIN CITY FACILITIES, AND MEDIAN ISLANDS

B-11 Second Reading and Adoption of Ordinance Text Amendment (OTA) 2024-01, a proposed amendment to Section 6-5.40 (Operating requirements for store front/retail facilities) of Chapter 5 (Cannabis Businesses) of Title VI of the City Municipal Code (CMC) to allow for curbside delivery at licensed cannabis business store front/retail facilities

Recommendation: Staff recommends the City Council conduct a public hearing and take action as follows:

Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending City Municipal Code (CMC) Section 6-5.40 to allow for curbside delivery for cannabis business store front/retail operations by title only (Report by Will Tackett)

ORD 1012 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CITY MUNICIPAL CODE (CMC) SECTION 6-

5.40 TO ALLOW FOR CURBSIDE DELIVERY FOR CANNABIS BUSINESS
STORE FRONT/RETAIL OPERATIONS

- B-12 Second Reading and Adoption of an Ordinance to Prezone (REZ 2024-02) ±19.90 acres of land, comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east, in the County of Madera (APN[s]: 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022) to facilitate annexation to the City of Madera**

Recommendation: The City of Madera Planning Commission and staff recommend the City Council hold a public hearing, make the necessary findings, and take action as follows:

Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera approving REZ 2024-02 and amending the official City of Madera Zoning Map to prezone ±6.93 acres of land to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district and ±12.97 acres of land to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district to facilitate annexation to the City of Madera (ANX 2024-01) by title only (Report by Will Tackett)

ORD 1013 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZ 2024-02 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE ±6.93 ACRES OF LAND TO THE PD-3000 (PLANNED DEVELOPMENT, ONE UNIT FOR EACH 3,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT AND ±12.97 ACRES OF LAND TO THE R-1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT TO FACILITATE ANNEXATION TO THE CITY OF MADERA (ANX 2024-01)

- B-13 Second Reading and Adoption of Ordinance Text Amendment (OTA) 2024-02, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code**

Recommendation: The Planning Commission and staff recommend the City Council conduct a public hearing and take action as follows:

Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing by title only (Report by Will Tackett)

ORD 1014 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CHAPTER 3 OF TITLE X: PLANNING AND ZONING OF THE CITY MUNICIPAL CODE REGARDING HOUSING-RELATED DEFINITIONS, PROCEDURES, AND REGULATED USES IN ZONE DISTRICTS THAT ALLOW HOUSING

B-14 Agreement with the Madera County Animal Shelter

Recommendation: Adopt a Resolution Authorizing and Approving an Amendment to the Fiscal Year 2024/2025 Budget appropriating \$150,000 from the General Fund balance to address a missed payment obligation under the agreement with Madera County for animal control services (Report by Giachino Chiaramonte)

RES 25-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE FISCAL YEAR 2024/2025 BUDGET APPROPRIATING \$150,000 FROM THE GENERAL FUND BALANCE TO ADDRESS A MISSED PAYMENT OBLIGATION UNDER THE AGREEMENT WITH MADERA COUNTY FOR ANIMAL CONTROL SERVICES

B-15 Councilmember Appointments made by the Mayor to Collaborative Agencies

Recommendation: Approve a Minute Order Approving the Mayor's Appointments to Collaborative Boards, Commissions, and Committees (Report by Alicia Gonzales)

Mayor Pro Tem Rodriguez mentioned that in the past this item has been in the Administrative Reports section, so that it could be discussed with all of Council and he would like that to continue.

Mayor Pro Tem Rodriguez stated he noticed that he has been removed from one of the appointments and he asked that he be allowed to continue serving as the primary on the MCTC.

Mayor Gallegos stated that these are Mayor appointments where the Mayor appoints Councilmembers to different agency boards. She looked at Councilmember schedules, etc. and then made appointments that she felt would best represent the City. Councilmembers will be able to learn, experience, lead and do what is best for the City. She herself has in the past been on a board and then removed for another Councilmember to gain experience. Every Councilmember she appointed has accepted the appointments and they are going to move forward and do the best they can do to represent the City.

Mayor Pro Tem Rodriguez reiterated that he would like to remain on the MCTC.

Councilmember Montes stated that these are the Mayor's appointments and that for the health of the Council there needs to be a succession plan and a movement of ideas. He stated that there is nothing that would impede Mayor Pro Tem Rodriguez from advocating for the community even if a colleague is appointed to the MCTC instead.

Councilmember Zacharia stated that he appreciates the appointment, but he would be more comfortable in a position where somebody who has that knowledge is able to sit at the table and make those final decisions but allow him to sit with them and learn that knowledge.

Councilwoman Evans indicated that she would be willing to step back, so that Councilmember Zacharia can learn from Mayor Pro Tem Rodriguez.

Mayor Gallegos stated that even though she was voted as the new MCTC Chairperson, she will step down from MCTC and allow Mayor Pro Tem Rodriguez to continue on MCTC along with Councilmember Zacharia.

Councilmember Mejia asked and Mayor Gallegos clarified that the alternate is Councilmember Evans. Councilmember Mejia acknowledged the time that Mayor Gallegos spent talking with each of the Councilmembers about these appointments.

Councilmember Mejia stated that she has been part of a childcare campaign for over five (5) years and asked if there would be a conflict to be appointed as an alternate to the Madera County Local Childcare and Development Planning Council. City Attorney Shannon L. Chaffin stated that based on what he has seen so far, she should be ok.

City Attorney Shannon L. Chaffin stated that for the benefit of the public there is a sentence in the staff report that states that per the City Attorney it's necessary for the City Council to approve the Mayor's appointments. He stated that a more accurate sentence would be, "any appointments by the Mayor must be approved by the Council in its discretion in order for the appointment to be effective unless otherwise required by law or agreement".

Cynthia Wilson, a resident of Madera, is in agreement with Mayor Pro Tem Rodriguez staying in the MCTC seat and having someone there with experience.

A member of the public, who stated he is a Civil Engineer/Transportation Engineer with 26 years in the transportation field was surprised to hear that Mayor Pro Tem Rodriguez was being removed from the MCTC. He has worked with Mayor Pro Tem Rodriguez in the MCTC and believes that Mayor Pro Tem Rodriguez's experience is an asset.

Ms. Torres stated there was a time when the Council decided the appointments as a whole and she would like to see that happen again.

Mayor Gallegos addressed the audience and clarified that all Councilmembers have the opportunity to appoint residents to [City agency] commissions but these are appointments where the Mayor appoints Councilmembers to boards throughout the community [outside agencies] and it has always been that way.

No further Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM B-15 (WITH THE CHANGES BELOW) WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

Mayor Pro Tem Rodriguez and Councilmember Zacharia will serve on the MCTC with Councilmember Evans as the alternate.

Councilmember Mejia will serve as the alternate for the Madera County Local Childcare and Development Planning Council.

B-16 Acceptance of 2023 Water Meter Installation Project, City Project W-31

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of the 2023 Water Meter Installation Project, City Project W-31
2. The Recording of the Notice of Completion
3. The release of retention 35 days after the recording of the Notice of Completion (Report by Keith Helmuth)

B-17 Construction Agreement for Repair and Replacement of Arson-Damaged Equipment at Thaddeus Sran Playground at Centennial Park

Recommendation: Adopt a Resolution approving the Construction Agreement with Dave Bang Associates, Inc of California, (Dave Bang) for the procurement of

replacement of parts, demolition, and installation of playground equipment in the amount of \$202,600.25, and rescinding Resolution No. 24-175 approved on October 30, 2024 (Report by Joseph Hebert)

RES 25-23 RESOLUTION APPROVING THE CONSTRUCTION AGREEMENT WITH DAVE BANG ASSOCIATES, INC OF CALIFORNIA, FOR THE PROCUREMENT OF REPLACEMENT PARTS, DEMOLITION, AND INSTALLATION OF EQUIPMENT DAMAGED BY ARSON AT THE THADDEUS SRAN PLAYGROUND FOR \$202,600.25 AND RESCINDING RESOLUTION NO. 24-175 APPROVED ON OCTOBER 30, 2024

B-18 Piggyback Purchase Agreement Change Order for Fleet Division-related Purchases and Accompanying Budget Amendment

Recommendation: Adopt a Resolution Approving the State of California piggyback agreement change order in the amount of \$4,535.66 with Downtown Ford of Sacramento for the purchase of three utility trucks and an accompanying budget amendment increasing appropriations in the Fleet Acquisition Fund (Report by Michael Lima)

RES 25-24 RESOLUTION APPROVING THE STATE OF CALIFORNIA PIGGYBACK AGREEMENT CHANGE ORDER FOR THE PURCHASE OF THREE UTILITY TRUCKS

B-19 Black Saints United Fee Waiver Request for the Black History Month Celebration Event

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan American Community Center on February 16, 2025, related to a Black History Month Celebration hosted by the Black Saints United, at an anticipated fee rental of \$935 (Report by Joseph Hebert)

RES 25-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE PAN AMERICAN COMMUNITY CENTER ON FEBRUARY 16, 2025, RELATED TO A BLACK HISTORY MONTH CELEBRATION HOSTED BY THE BLACK SAINTS UNITED, AT AN ANTICIPATED FEE RENTAL OF \$935

B-20 Appointment to the Transit Advisory Board

Recommendation: Adopt a Resolution Approving the Appointment of Andrew Albonico to the Transit Advisory Board (Report by Michael Lima)

RES 25-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF ANDREW ALBONICO TO THE CITY OF MADERA TRANSIT ADVISORY BOARD

B-21 Appointment to the Community Development Block Grant Commission

Recommendation: Adopt a Resolution appointing Cesar Villegas to the Block Grant Commission (BGC) (Report by Michael Lima)

RES 25-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF CESAR VILLEGAS TO THE CITY OF MADERA BLOCK GRANT COMMISSION

C. WORKSHOP:

C-1 Ensuring the City of Madera as a Refuge and Welcoming City for All

Recommendation: This report is submitted for informational purposes. Staff will receive comments and direction as may be offered from the City Council (Council)
(Report by Arnolando Rodriguez)

This item was heard earlier in the meeting immediately following public comment.

Santos Garcia spoke on this topic. He stated that ICE has the right to do their job, but the community has to know that they can report crimes to the police without fear. He would like a resolution which shows the commitment to the community.

A member of the public thanked Police Chief Chiaramonte for taking the stand that they are here to protect the community and that resources are not there to collaborate with any federal agency. She mentioned that other funding sources be considered which would not impact the residents negatively. She asked that the City continue to take the position that the police are here to protect and serve the community regardless of citizenship status and will not collaborate with ICE.

Evelyn Gasum, a resident of Madera, suggested that information also be posted in public spaces such as the swap meet or broadcast somehow. She stated that many people are scared, and everyone needs to recognize that these are the people that are working in the fields in extreme heat or cold to feed us.

Socorro Santillan, a constituent of District 1, is an immigrant of this country. She hopes the Council will stand with those that need their leadership and make the right decision to protect the community.

A member of the public stated he is a citizen of the United States but also an immigrant and most of his siblings are immigrants also. He wants Council to pass a resolution that lets the community know that immigrants are valuable and that they are needed for the City, State and the country. The resolution should also indicate that the City is not giving information to ICE. This will alleviate the community's fear.

Sulema Yanez, a member of the public, stated that if the Council chooses to save their grants and their pockets instead of their community then there is a risk that about 80% of the population in Madera might get deported and the City will not need all those grants, they are trying to save.

Baldwin Moy stated that a resolution should indicated the City is a Sanctuary City not just a Welcoming City as being a welcoming city is just lip service. This needs to be dealt with in a forthright manner.

Public Comment was closed.

City Manager Arnolando Rodriguez asked, and City Attorney Shannon L. Chaffin responded that even if the City of Madera declared itself a Sanctuary City, ICE could still come into every single inch of the City whether or not the City declared itself as off limits. In the 1860s, the Civil War established that the federal government had priority and precedent in law over State's rights and therefore local rights because the City falls under the umbrella of the State. From a purely legal perspective, there is no legal basis for the City to be able to keep ICE outside the community as it is within the United States' federal enforcement area.

City Manager Arnolando Rodriguez stated that per his understanding, the City Council would like to pass a resolution in support of their community and all community members but not mention Sanctuary City.

City Attorney Shannon L. Chaffin stated that per his understanding, the general direction of the City Council is to return with a resolution supporting the community and unity within the community without saying Sanctuary City and maybe mentioning DACA.

Mayor Gallegos advised that there are seven (7) nods of agreement by Council.

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Sidewalk Improvements at Various Locations City Project No. R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving the Contract Award for Sidewalk Improvements at Various Locations City Project No. R-94 Bid Package 3 Phase 2 Affordable Housing and Sustainable Communities Program (AHSC), Agreement No. 19-AHSC-12761 in the amount of \$2,056,522.00 to Witbro Inc dba Seal Rite Paving & Grading (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 25-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS CITY PROJECT NO. R-94 BID PACKAGE 3 PHASE 2 AHSC AGREEMENT NO. 19-AHSC-12761 IN THE AMOUNT OF \$2,056,522.00 AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

D-2 Clinton Street Sewer and Water Main Project, City Project R-97

Recommendation: 1. Adopt a Resolution Approving the Contract Award for the Clinton Street Sewer and Water Main Project, City Project R-97, CDBG Block Grant B23MC060053 in the amount of \$767,246.75 to United Pavement Maintenance Inc.; and
2. Adopt a Resolution Approving a Budget Amendment to the Fiscal Year 2024/25 Capital Projects Budget to appropriate additional CDBG funds to the Project (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 25-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE CLINTON STREET SEWER AND WATER MAIN PROJECT, CITY PROJECT R-97 IN THE AMOUNT OF \$767,246.75 TO UNITED PAVEMENT MAINTENANCE INC, AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

RES 25-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2024/2025 BUDGET TO APPROPRIATE ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO THE CLINTON STREET SEWER AND WATER MAIN PROJECT, CITY PROJECT R-97

D-3 Construction Agreement for Frank Bergon Senior Center Fencing

Recommendation: 1. Adopt a Resolution Approving a Construction Agreement with Juarez Brothers General Engineering Inc, for Project "IFB 202324-31 Frank Bergon Senior Center Fencing, CBDGB22MC060053" for \$137,622.76; and
 2. Adopt a Resolution Amending the City's Fiscal Year 2024/25 Adopted Budget for \$65,172 (Report by Joseph Hebert)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

RES 25-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A CONSTRUCTION AGREEMENT WITH JUAREZ BROTHERS GENERAL ENGINEERING INC OF CALIFORNIA, FOR THE CONSTRUCTION OF PROJECT "IFB 202324-31 FRANK BERGON SENIOR CENTER FENCING, CBDG B22MC060053" FOR THE AMOUNT OF \$137,632.76

RES 25-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2024/25 ADOPTED BUDGET FOR \$65,172

E. ADMINISTRATIVE REPORTS:

E-1 Madera County Economic Development Commission (EDC) 2025/26 Basic Service Level Budget

Recommendation: Adopt a Minute Order Approving the City's contribution towards the Madera County Economic Development Commission (EDC) for Fiscal Year (FY) 2025/26 in the amount of \$194,614.51 (Report by Kristina Gallagher, EDC Executive Director)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM E-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

E-2 Parks & Community Services Department Fiscal Year 2024/25 Quarter 2 Recap

Recommendation: This report is submitted to provide the City Council with an informational report on the status of the Parks & Community Services (PCS) Department Fiscal Year 2024/25 Quarter 2 Recap (Report by Joseph Hebert)

E-3 Select Recipient for the Proclamation in the Month of February

Recommendation: Request for Council's Selection of a Recipient for the Proclamation Recognizing Black History Month (Report by Alicia Gonzales)

Council selected the NAACP as the recipient by consensus.

E-4 Informational Report on Solar Project Credit Payment of \$1,966,669.83

Recommendation: This report is informational only (Report by Michael Lima)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda. Under this section, the Council may take action only on items specifically agendized and which meet other requirements for action.

Councilmember Evans invited everyone to the February 16th Black History Celebration where they will be honoring Battalion 6888 which is an Army Corps of black woman. She participated in a fire relief donation for the families impacted by the Los Angeles fires. Meathead Movers volunteered to take the items to Los Angeles.

Councilmember Zacharia stated that last Saturday, he attended a St. Joachim's Church Prayer Breakfast.

Councilmember Montes welcomed Councilmember Zacharia.

Councilmember Mejia welcomed Councilmember Zacharia. She attended the January 29th Madera Coalition for Justice "Know Your Rights" meeting which provide lots of helpful information to the community. She is looking forward to the February 11th Pan Valley Institute's meeting which will focus on elected and constituents having conversations. Councilmember Mejia attended the ribbon cutting for the new playground and thanked the Parks and Recreation Department for that project.

Mayor Pro Tem Rodriguez congratulated newly appointed Councilmember Zacharia and also thanked him for having served on the Planning Commission which he had to leave to become a Councilmember. He thanked the Mayor and Council for allowing him to continue serving on the MCTC. He thanked City Engineer Keith Helmuth and Director of Community Development Will Tackett for making themselves available to a customer who is bringing a project to the City. Mayor Pro Tem Rodriguez mentioned attending the League of CA Cities conference and thanked City Manager Arnoldo Rodriguez for facilitating their outings while as the conference and he also thanked City Clerk Alicia Gonzales for sorting out his travel issues.

Councilmember Villegas welcomed Councilmember Zacharia. He thanked the Parks and Recreation Department on McNally Park. The park used to be disorderly but is now quiet, clean and better looking.

Mayor Gallegos gave a shout out to Fire Department personnel and Division Fire Chief Justin Macomb for their efforts in Los Angeles and making it back safely. She gave a shout out to newly sworn in Stephanie Nathan, CEO. Ms. Nathan is the United Way representative for Madera and Fresno. Mayor Gallegos stated she and City Manager Arnoldo Rodriguez attended the swearing in of Congressman Gray. They spoke to him 1-on-1 and she will be meeting with him about projects that need to move forward. She invited everyone to join them tomorrow in the swearing in of Police Department personnel.

G. CLOSED SESSION:

G-1 Conference with Labor Negotiators pursuant to Government Code §54957.6

Agency Designated Representatives: Arnolito Rodriguez and Wendy Silva

Employee Organizations: Madera Affiliated City Employees' Association, Madera Police Officers' Association, Mid Management Employee Group, and Law Enforcement Mid Management Employee Group

G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6

Agency Designated Representative: Arnolito Rodriguez

Unrepresented Positions: Police Chief, Director of Parks & Community Services, City Engineer, Director of Human Resources, Director of Information Technology, Chief Building Official, Planning Manager, Director of Financial Services, Public Works Operations Director, and Director of Community Development

City Attorney Shannon Chaffin made the closed session announcement at 9:38 p.m. Mr. Chaffin and Council returned from Closed Session at 11:13 p.m. Mr. Chaffin stated there was no reportable action.

UPCOMING MEETING DATES:

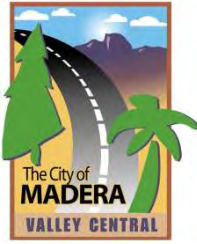
- Wednesday, February 19, 2025
- Wednesday, March 5, 2025

ADJOURNMENT: Meeting was adjourned at 11:13 p.m.

ALICIA GONZALES, City Clerk

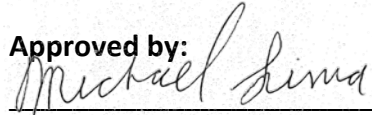
CECELIA K. GALLEGOS, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:


Michael Lima, Director of Financial Services


Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for January 25 to February 7, 2025

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of January 25 to February 7, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	41526 – 41646	\$2,154,040.13

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	US Bank	\$693,256.99
<i>SDI</i>	EDD	\$2,763.42
<i>CalPERS Payment</i>	CalPERS	\$199,490.05

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2024/2025 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2024/2025 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

February 19, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41526	01/30/2025	PD OPERATIONS	PD Operations	BIANCHI, BRANDON	TUITION REIMBURSEMENT	459.00
41527	01/30/2025	PD OPERATIONS	MEAS K - PD	HARRY D. WILSON INC.	2023 BMW #6610 REPAIR	3,979.27
41527	01/30/2025	PD OPERATIONS	MEAS K - PD	HARRY D. WILSON INC.	2023 BMW #6609 REPAIRS	785.03
41528	01/30/2025	RECREATION	Sports Programs	J & D MANUFACTURING	BASKETBALL BANNER	94.73
41529	01/30/2025	INFORMATION SERVICES	Computer Replacement	DASHER TECHNOLOGIES INC.	PALO ALTO RENEWAL	16,722.51
41530	01/30/2025	PD OPERATIONS	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICE 12/24/24	436.00
41531	01/30/2025	PD OPERATIONS	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	201.51
41532	01/30/2025	PD OPERATIONS	PD Tire Amnesty Grant	AMERICAN TIRE RECYCLING, INC	22 TRAILER RENTAL - TIRE RECYCLE	1,200.00
41532	01/30/2025	PD OPERATIONS	PD Tire Amnesty Grant	AMERICAN TIRE RECYCLING, INC	45 TRAILER RENTAL - TIRE RECYCLE	4,800.00
41533	01/30/2025	PURCHASING	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	64.81
41533	01/30/2025	PURCHASING	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	435.14
41533	01/30/2025	PURCHASING	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	68.26
41533	01/30/2025	PURCHASING	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	261.53
41533	01/30/2025	PURCHASING	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	280.22
41533	01/30/2025	PURCHASING	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	268.51
41533	01/30/2025	PURCHASING	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	196.43
41533	01/30/2025	PURCHASING	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	90.76
41533	01/30/2025	PURCHASING	Fleet Motor Pool	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	20.62
41533	01/30/2025	PURCHASING	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	238.59
41533	01/30/2025	PURCHASING	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	742.82
41533	01/30/2025	PURCHASING	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	1,850.46
41533	01/30/2025	PURCHASING	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	2,144.88
41533	01/30/2025	PURCHASING	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	957.48
41533	01/30/2025	PURCHASING	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	1,989.89
41533	01/30/2025	PURCHASING	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	3,733.55
41533	01/30/2025	PURCHASING	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	3,526.52
41533	01/30/2025	PURCHASING	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	885.99
41533	01/30/2025	PURCHASING	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	35.60
41533	01/30/2025	PURCHASING	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	6,941.20
41533	01/30/2025	PURCHASING	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 01/01/25 - 01/15/25	125.01
41534	01/30/2025	PD OPERATIONS	PD Operations	LAW DOG K9	K9 VENDOR TRAINING FOR 12/24	900.00
41535	01/30/2025	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	205.37
41536	01/30/2025	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	39.00
41536	01/30/2025	PW ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	39.00
41536	01/30/2025	PW ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	351.00
41536	01/30/2025	PW ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	78.00
41536	01/30/2025	PW ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	117.00
41536	01/30/2025	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	78.00
41536	01/30/2025	PW ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	39.00
41536	01/30/2025	PW ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	19.50
41536	01/30/2025	PW ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	19.50
41536	01/30/2025	PW ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	01/25 PEST CONTROL SERVICES - WELL SITES	882.00
41536	01/30/2025	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	39.00
41536	01/30/2025	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 01/25	39.00
41537	01/30/2025	INFORMATION SERVICES	Central Admin	GHD SERVICES INC	2025 WEBSITE SERVICES	6,330.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41538	01/30/2025	PD OPERATIONS	PD Operations	B & M SUPPLIERS LLC	NITRILE GLOVES	760.00
41539	01/30/2025	PD OPERATIONS	SUPP LAW ENF	ZONES IT SOLUTIONS	SAMSUNG LED COMMERCIAL DISPLAY	6,314.19
41539	01/30/2025	PD OPERATIONS	SUPP LAW ENF	ZONES IT SOLUTIONS	2YR EXTENDED WARRANTY	690.80
41540	01/30/2025	ENGINEERING	LTF - Streets	METROPOLITAN TRANSPORTATION COMMISSIO	2025 STREETSAVER ANNUAL SUBSCRIPTION	3,500.00
41541	01/30/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY,INC.	QUARTERLY SAMPLING	324.00
41541	01/30/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,184.00
41541	01/30/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY,INC.	REPEAT SAMPLING	32.00
41542	01/30/2025	FINANCE	Comm & Rec Centers	AT&T	12/24 CALNET SERVICES 9391026396	266.97
41542	01/30/2025	FINANCE	MEAS K - FIRE	AT&T	12/24 CALNET SERVICES 9391068734	62.01
41542	01/30/2025	FINANCE	Sewer Mtnc/Operations	AT&T	01/25 CALNET SERVICE 9391031570	192.30
41542	01/30/2025	FINANCE	Sr Citizen Community Serv	AT&T	12/24 CALNET SERVICES 9391026398	31.53
41542	01/30/2025	FINANCE	Sr Citizen Community Serv	AT&T	12/24 CALNET SERVICES 9391026403	34.27
41542	01/30/2025	FINANCE	PD Operations	AT&T	01/25 CALNET SERVICES 9391020514	155.55
41542	01/30/2025	FINANCE	PD Operations	AT&T	12/24 CALNET SERVICES 9391064552	286.21
41542	01/30/2025	FINANCE	PD Operations	AT&T	12/24 CALNET SERVICES 9391059143	618.21
41542	01/30/2025	FINANCE	PD Operations	AT&T	12/24 CALNET SERVICES 9391026401	31.53
41542	01/30/2025	PD OPERATIONS	PD Operations	AT&T	12/24 CALNET SERVICES 9391031578	156.74
41542	01/30/2025	PD OPERATIONS	PD Operations	AT&T	12/24 CALNET SERVICES 9391031566	155.55
41543	01/30/2025	FINANCE	Building	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	150.45
41543	01/30/2025	FINANCE	City Clerk's Office	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	90.19
41543	01/30/2025	FINANCE	City Council	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	281.68
41543	01/30/2025	FINANCE	Code Enforcement	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	45.10
41543	01/30/2025	FINANCE	Comm & Rec Centers	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	50.15
41543	01/30/2025	FINANCE	COMPUTER MAINT	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	743.69
41543	01/30/2025	FINANCE	Engineering	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	240.84
41543	01/30/2025	FINANCE	Facilities Maintenance	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	882.15
41543	01/30/2025	FINANCE	Finance	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	185.64
41543	01/30/2025	FINANCE	Fleet Maintenance	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	45.10
41543	01/30/2025	FINANCE	GRANT OVERSIGHT	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	95.25
41543	01/30/2025	FINANCE	HR/RISK MGT	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	50.15
41543	01/30/2025	FINANCE	Parks	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	290.84
41543	01/30/2025	FINANCE	Parks Administration	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	50.15
41543	01/30/2025	FINANCE	Planning	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	90.20
41543	01/30/2025	FINANCE	STREETS	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	50.15
41543	01/30/2025	FINANCE	Recreation	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	90.20
41543	01/30/2025	FINANCE	UB - Garbage	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	11.28
41543	01/30/2025	FINANCE	UB - Sewer	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	11.28
41543	01/30/2025	FINANCE	UB - Water	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	22.55
41543	01/30/2025	FINANCE	WWTP	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	50.15
41543	01/30/2025	FINANCE	City Manager	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	140.54
41543	01/30/2025	FINANCE	PD Operations	AT&T	12/24 FIRSTNET SERVICE 287302656036X01102025	7,025.41
41544	01/30/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	02/25 RENT - H TILLER SPACE #19	870.48
41544	01/30/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	02/25 RENT - L DOMINGUEZ SPACE #23	832.93
41544	01/30/2025	GRANTS	Home Program Income	MEADOWS MOBILE HOME PARK	02/25 RENT - R BARRAGAN SPACE #86	811.45
41545	01/30/2025	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	4,672.80
41546	01/30/2025	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	256.80
41547	01/30/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	12/24 BLOOD ALCOHOL ANALYSIS	910.00
41547	01/30/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	12/24 FINGERPRINT APPS	450.00
41547	01/30/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	11/24 BLOOD ALCOHOL ANALYSIS	595.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41548	01/30/2025	PD OPERATIONS	MEAS K - PD	CALIFORNIA FORENSIC INSTITUTE	12/24 PRE-EMPLOYMENT EXAM	450.00
41549	01/30/2025	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	75.70
41549	01/30/2025	PURCHASING	Building	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	114.92
41549	01/30/2025	PURCHASING	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	210.62
41549	01/30/2025	PURCHASING	Engineering	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	744.29
41549	01/30/2025	PURCHASING	Finance	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	1,222.57
41549	01/30/2025	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	305.48
41549	01/30/2025	PURCHASING	Parks Administration	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	532.36
41549	01/30/2025	PURCHASING	Planning	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	332.93
41549	01/30/2025	PURCHASING	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	220.62
41549	01/30/2025	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	220.62
41549	01/30/2025	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	210.62
41549	01/30/2025	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	210.62
41549	01/30/2025	PURCHASING	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	220.62
41549	01/30/2025	PURCHASING	Water Quality Control	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	291.00
41549	01/30/2025	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	346.14
41549	01/30/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	01/25 COPIER CONTRACT	200.26
41549	01/30/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER LEASE 02/25	388.55
41550	01/30/2025	FINANCE	COMPUTER MAINT	COMCAST	01/25 SVS 8155500320322006	92.88
41551	01/30/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFORNI	PRE-EMPLOYMENT SERVICES	217.00
41552	01/30/2025	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 12/24	87.50
41552	01/30/2025	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 12/24	21.88
41552	01/30/2025	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 12/24	21.88
41552	01/30/2025	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 12/24	43.74
41553	01/30/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	12/24 BILLING	2,769.23
41553	01/30/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	12/24 BILLING	2,769.23
41553	01/30/2025	UB - WATER	UB - Water	DATAPROSE, LLC	12/24 BILLING	5,538.46
41554	01/30/2025	WATER MTNC/OPERATION:	Facilities Maintenance	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
41554	01/30/2025	WATER MTNC/OPERATION:	STREETS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
41554	01/30/2025	WATER MTNC/OPERATION:	Sewer Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
41554	01/30/2025	WATER MTNC/OPERATION:	Water Mtnc/Operations	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PW	63.75
41554	01/30/2025	COMM & REC CENTERS	Comm & Rec Centers	DIAMOND COMMUNICATIONS	REMOTE ALARM FOR PAN AM CENTER	30.00
41555	01/30/2025	PD OPERATIONS	PD Operations	J'S COMMUNICATIONS	PROCESS FCC LICENSING	295.00
41556	01/30/2025	FACILITIES	Facilities Maintenance	JAM SERVICES INC	TRAFFIC CABINET CARDS	2,056.75
41557	01/30/2025	PD OPERATIONS	General Trust Fund	L.N. CURTIS & SONS	SPECIALIST BALLISTIC HELMETS	5,945.17
41558	01/30/2025	FINANCE	INTERMODAL BLDG	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	102.75
41558	01/30/2025	FINANCE	Successor Agency Admin	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	341.07
41559	01/30/2025	UB - WATER	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 12/24	373.50
41560	01/30/2025	CITY ADMIN	Community Promo	MADERA TRIBUNE	WELCOME TO MADERA 2024 AD	400.00
41560	01/30/2025	COMMUNITY PROMO	Community Promo	MADERA TRIBUNE	SPRING BUSINESS AD	300.00
41560	01/30/2025	COMMUNITY PROMO	Community Promo	MADERA TRIBUNE	LAW ENFORCEMENT 2024 AD	200.00
41561	01/30/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	DUTY BELTS - PD	465.20
41561	01/30/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES - PD	7,188.74
41561	01/30/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	RAZOR BODY ARMOR - PD	4,654.76
41561	01/30/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	ACCESSORIES - PD	1,080.66
41561	01/30/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	VELCRO BALLCAP - PD	27.01
41562	01/30/2025	RECREATION	Aquatics Programs	MAMMOTH OXYGEN	CO2 FOR POOL	111.60
41563	01/30/2025	STREETS	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SHARON BLVD 11/01/24 - 11/15/24	1,448.99
41563	01/30/2025	STREETS	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SHARON BLVD 12/01/24 - 12/15/24	2,038.29

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41563	01/30/2025	STREETS	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL COMMERCE/ALMOND 01/01/25 - 01/15/25	5,240.39
41563	01/30/2025	STREETS	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SHARON BLVD 01/01/25 - 01/15/25	21.73
41563	01/30/2025	STREETS	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SHARON BLVD 12/16/24 - 12/31/24	917.30
41563	01/30/2025	STREETS	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL COMMERCE/ALMOND 12/16/24 - 12/31/24	2,812.77
41563	01/30/2025	WWTP	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL WWTP 11/16/24 - 11/30/24	1,163.06
41563	01/30/2025	WWTP	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL WWTP 11/01/24 - 11/15/24	825.89
41563	01/30/2025	WWTP	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL WWTP 01/01/25 - 01/15/25	1,209.22
41563	01/30/2025	WWTP	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL WWTP 12/01/24 - 12/15/24	876.93
41563	01/30/2025	WWTP	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL WWTP 12/16/24 - 12/31/24	1,639.23
41563	01/30/2025	WATER MTNC/OPERATION!	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 11/01/24 - 11/15/24	5,186.01
41563	01/30/2025	WATER MTNC/OPERATION!	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 11/16/24 - 11/30/24	8,282.65
41563	01/30/2025	WATER MTNC/OPERATION!	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 01/01/25 - 01/15/25	7,361.22
41563	01/30/2025	WATER MTNC/OPERATION!	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 12/01/24 - 12/15/24	7,575.71
41563	01/30/2025	WATER MTNC/OPERATION!	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 12/16/24 - 12/31/24	4,981.52
41563	01/30/2025	WATER MTNC/OPERATION!	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 11/01/24 - 11/15/24	1,399.59
41563	01/30/2025	WATER MTNC/OPERATION!	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 11/16/24 - 11/30/24	730.38
41563	01/30/2025	WATER MTNC/OPERATION!	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 01/01/25 - 01/15/25	2,887.55
41563	01/30/2025	WATER MTNC/OPERATION!	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 12/01/24 - 12/15/24	1,572.62
41563	01/30/2025	WATER MTNC/OPERATION!	PW Safe & Clean Initiative	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL CITY YARDS 12/16/24 - 12/31/24	1,568.55
41564	01/30/2025	PLANNING	General Trust Fund	WILLDAN FINANCIAL SERVICES	CFD 2005-1 ANNEXATION #11	3,500.00
41564	01/30/2025	PLANNING	General Trust Fund	WILLDAN FINANCIAL SERVICES	CFD 2005-1 ANNEXATION #12	3,500.00
41565	01/30/2025	FINANCE	Finance	WILLDAN FINANCIAL SERVICES	SOLAR LEASE 12/30/19-12/30/24	2,500.00
41566	01/30/2025	PD OPERATIONS	MEAS K - PD	OCCU-MED, LTD.	EXAM SERVICESEXAM SERVICES	2,052.00
41567	01/30/2025	GRANTS	CDBG ADMIN	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES (TRANSIT/CDBG)	66.43
41567	01/30/2025	GRANTS	CDBG ADMIN	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES (CDBG)	76.06
41567	01/30/2025	GRANTS	CDBG ADMIN	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES (TRANSIT/CDBG/GENERAL)	33.82
41567	01/30/2025	GRANTS	GRANT OVERSIGHT	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES (TRANSIT/CDBG)	12.98
41567	01/30/2025	GRANTS	GRANT OVERSIGHT	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES (TRANSIT/CDBG/GENERAL)	24.40
41567	01/30/2025	GRANTS	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES (TRANSIT/CDBG)	66.46
41567	01/30/2025	GRANTS	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES (TRANSIT/CDBG/GENERAL)	45.73
41567	01/30/2025	TRANSPORTATION - FIXED F	CDBG ADMIN	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES (TRANSIT/CDBG)	29.04
41567	01/30/2025	TRANSPORTATION - FIXED F	GRANT OVERSIGHT	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	18.15
41567	01/30/2025	TRANSPORTATION - FIXED F	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	24.01
41567	01/30/2025	TRANSPORTATION - FIXED F	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	6.95
41567	01/30/2025	TRANSPORTATION - FIXED F	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES (TRANSIT/CDBG)	35.00
41567	01/30/2025	TRANSPORTATION - FIXED F	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	10.92
41568	01/30/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3819620697-3	115.82
41568	01/30/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-20	103.50
41568	01/30/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-20	1,915.09
41568	01/30/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	01/25 SERVICE 8307681856-2	1,603.48
41568	01/30/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	4,006.02
41568	01/30/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	1,715.12
41568	01/30/2025	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	01/25 SERVICE 2000655655-7	2,229.57
41568	01/30/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 1619119913-8	175.22
41568	01/30/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 6690755760-8	115.87
41568	01/30/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 7949615676-5	29.14
41568	01/30/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 8178280304-3	281.95
41568	01/30/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	39,384.52
41568	01/30/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	1,096.20

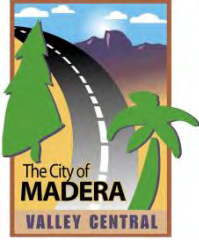
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41568	01/30/2025	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	1,650.93
41568	01/30/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	5,104.66
41568	01/30/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	3,336.55
41568	01/30/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	737.26
41568	01/30/2025	FINANCE	Sr Citizen Community Serv	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	37.31
41568	01/30/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9651992016-7	308.06
41568	01/30/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3642526071-2	109.66
41568	01/30/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9172110863-6	11,695.74
41568	01/30/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	113,490.61
41568	01/30/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	01/25 SERVICE 1902328695-8	26.29
41568	01/30/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	22,560.25
41568	01/30/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	10.89
41568	01/30/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	32.82
41568	01/30/2025	FINANCE	Zone 20B Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	24.55
41568	01/30/2025	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	11.97
41568	01/30/2025	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	57.79
41568	01/30/2025	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	43.39
41568	01/30/2025	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	32.82
41568	01/30/2025	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	10.51
41568	01/30/2025	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	72.24
41568	01/30/2025	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	12.31
41568	01/30/2025	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	73.74
41568	01/30/2025	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	25.03
41568	01/30/2025	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	158.76
41568	01/30/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3533032414-2	93.88
41569	01/30/2025	UB - WATER	PD Operations	PHOENIX GROUP INFO SYS	DECEMBER 2024 CITATIONS	283.89
41570	01/30/2025	PW ADMIN	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	2.77
41570	01/30/2025	PW ADMIN	Facilities Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	2.77
41570	01/30/2025	PW ADMIN	Fleet Maintenance	PITNEY BOWES, INC.	POSTAGE FEES	2.77
41570	01/30/2025	PW ADMIN	STREETS	PITNEY BOWES, INC.	POSTAGE FEES	2.77
41570	01/30/2025	PW ADMIN	Sewer Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	2.77
41570	01/30/2025	PW ADMIN	Water Mtnc/Operations	PITNEY BOWES, INC.	POSTAGE FEES	2.77
41570	01/30/2025	PW ADMIN	Water Quality Control	PITNEY BOWES, INC.	POSTAGE FEES	2.93
41570	01/30/2025	PW ADMIN	WWTP	PITNEY BOWES, INC.	POSTAGE FEES	2.78
41570	01/30/2025	PW ADMIN	Purchasing	PITNEY BOWES, INC.	POSTAGE FEES	2.77
41571	01/30/2025	PD OPERATIONS	Fleet Acquisition	PROFORCE	HUX FLOW 556K SUPPRESSOR FLSH CAP	8,140.40
41572	01/30/2025	WATER CAPITAL OUTLAY	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	ENGINEERING SVS - WWTP IMPROVEMENT 12/24	32,500.53
41573	01/30/2025	WATER MTNC/OPERATION	Water Mtnc/Operations	STATE WATER RESOURCES CONTROL BOARD	WATER TREATMENT CERTIFICATE - BOTWRIGHT T2	60.00
41574	01/30/2025	PD OPERATIONS	PD Operations	TRANSUNION RISK & ALTERNATIVE DATA SOL.	12/24 DATABASE ACCESS	221.40
41575	01/30/2025	PD OPERATIONS	PD Operations	TYLER TECHNOLOGIES INC.	SERVER HOSTING	1,203.55
41576	01/30/2025	FINANCE	Building	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	104.36
41576	01/30/2025	FINANCE	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	38.01
41576	01/30/2025	FINANCE	Facilities Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	52.18
41576	01/30/2025	FINANCE	Fire	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	152.04
41576	01/30/2025	FINANCE	Fleet Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	1.81
41576	01/30/2025	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	38.01
41576	01/30/2025	FINANCE	Parks	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	1.81
41576	01/30/2025	FINANCE	Planning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	52.18
41576	01/30/2025	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	14.25

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41576	01/30/2025	FINANCE	Water Mtnc/Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	92.19
41576	01/30/2025	FINANCE	Water Quality Control	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	38.01
41576	01/30/2025	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	38.01
41576	01/30/2025	FINANCE	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/24 - 01/10/25	494.19
41577	01/30/2025	PD OPERATIONS	PD Operations	BE PREPARED CPR/FIRST AID INSTRUCTION	CPR/AED TRAINING	55.00
41578	01/30/2025	WATER MTNC/OPERATION:	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 22-57)	3,000.00
41579	01/30/2025	WATER MTNC/OPERATION:	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 24-26)	3,000.00
41580	01/30/2025	BUILDING	Building	BLDING/PLAN REFND	REFUND CANCELLED PROJECT PERMIT #20241237	404.15
41580	01/30/2025	BUILDING	General Fund	BLDING/PLAN REFND	REFUND CANCELLED PROJECT PERMIT #20241237	7.07
41581	01/30/2025	BUILDING	Building	BLDING/PLAN REFND	REFUND CANCELLED PROJECT PERMIT #20241239	413.60
41581	01/30/2025	BUILDING	General Fund	BLDING/PLAN REFND	REFUND CANCELLED PROJECT PERMIT #20241239	10.49
41582	01/30/2025	BUILDING	Building	BLDING/PLAN REFND	REFUND CANCELLED PERMIT #20241422	366.52
41582	01/30/2025	BUILDING	General Fund	BLDING/PLAN REFND	REFUND CANCELLED PERMIT #20241422	5.90
41583	01/30/2025	FINANCE	General Fund	BL REFUND	REFUND - ERROR IN PAYMENT BL #55231	76.00
41584	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	PARK DEPOSIT REFUND - ROTARY 1008316.001	50.00
41585	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - BERGON 1008916.002	100.00
41586	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	PARK DEPOSIT REFUND - LTC 1008927.002	50.00
41587	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	PARK DEPOSIT REFUND - ROTARY 1008981.002	50.00
41588	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - PAN AM 1008637.002	200.00
41589	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - BERGON 1008874.002	100.00
41590	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	PARK DEPOSIT REFUND - MSR 1008919.002	50.00
41591	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - BERGON 1008906.002	100.00
41592	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	PARK DEPOSIT REFUND - LTC 1008832.002	50.00
41593	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	PARK DEPOSIT REFUND - LTC 1008959.002	50.00
41594	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - PAN AM GYM 1008860.002	200.00
41595	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - BERGON 1008943.002	100.00
41596	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - PAN AM 1008892.002	100.00
41597	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - PAN AM GYM 1008928.002	200.00
41598	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	PARK DEPOSIT REFUND - LTC 1008922.002	50.00
41599	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - BERGON 1008934.002	100.00
41600	01/30/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUND	FACILITY DEPOSIT REFUND - PAN AM GYM 1007533.001	200.00
41601	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 9897172 76 ROSEWOOD	206.16
41602	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 9917804 2614 CHERRY TREE	198.60
41603	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 9925397 121 N I	795.71
41604	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 10001091 309 S G	102.55
41605	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB TERM REFUND 9922761	47.11
41606	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 11002 118 N A	308.92
41607	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 9924584 28577 AVE 14	33.80
41608	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 9897585 421 E CENTRAL	608.50
41609	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 9896597 210 S E	108.90
41610	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 2032001 507 S G	57.58
41611	01/30/2025	UB - WATER	Water Fund	OTP- UB REFUND	UB 9918432 1117 GRANT	192.44
41612	02/06/2025	PD OPERATIONS	PD Operations	MCALISTER, JARON	REIMBURSEMENT - FAA DRONE OPERATOR CERTIFICATION	175.00
41613	02/06/2025	UB - WATER	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	475.00
41614	02/06/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 01/01/25-01/15/25	453.77
41615	02/06/2025	INFORMATION SERVICES	Computer Replacement	ZOOM VIDEO COMMUNICATIONS, INC.	ZOOM 3 YEAR CONTRACT	46,854.93
41616	02/06/2025	PD OPERATIONS	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	1,050.00
41617	02/06/2025	ENGINEERING	RSTP - FED EX	TERRA WEST CONSTRUCTION INCORPORATED	R-10 OLIVE AND KNOX WIDENING AND IMPROVEMENTS	384,106.36
41618	02/06/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 07/24	2,362.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41618	02/06/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 08/24	2,362.00
41618	02/06/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 09/24	2,362.00
41618	02/06/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 10/24	2,362.00
41618	02/06/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 11/24	2,362.00
41618	02/06/2025	FINANCE	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 12/24	2,362.00
41619	02/06/2025	FINANCE	Central Admin	AT&T	01/25 CALNET SERVICE 9391026406	29.97
41619	02/06/2025	FINANCE	Finance	AT&T	01/25 CALNET SERVICE 9391026406	29.98
41619	02/06/2025	FINANCE	HR/RISK MGT	AT&T	01/25 CALNET SERVICE 9391026400	31.53
41619	02/06/2025	FINANCE	Parks	AT&T	01/25 CALNET SERVICE 9391026412	163.53
41619	02/06/2025	FINANCE	Parks Administration	AT&T	01/25 CALNET SERVICE 9391031580	288.48
41619	02/06/2025	FINANCE	Sewer Mtnc/Operations	AT&T	01/25 CALNET SERVICE 9391026410	61.51
41619	02/06/2025	FINANCE	Sr Citizen Community Serv	AT&T	01/25 CALNET SERVICE 939102615	68.62
41619	02/06/2025	FINANCE	WWTP	AT&T	01/25 CALNET SERVICE 9391026405	33.88
41619	02/06/2025	FINANCE	WWTP	AT&T	01/25 CALNET SERVICE 9391026417	40.79
41619	02/06/2025	FINANCE	PD Operations	AT&T	01/25 CALNET SERVICE 9391026409	31.94
41620	02/06/2025	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT LIVESCAN	128.00
41621	02/06/2025	FINANCE	General Fund	DIVISION OF THE STATE ARCHITECT	SB DSA 1186 QTR 1 FY 24/25	71.20
41621	02/06/2025	FINANCE	General Fund	DIVISION OF THE STATE ARCHITECT	SB DSA 1186 QTR 2 FY 24/25	15.60
41621	02/06/2025	FINANCE	General Fund	DIVISION OF THE STATE ARCHITECT	SB DSA 1186 QTR 4 FY 23/24	29.60
41622	02/06/2025	FACILITIES	AIRPORT OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - AIRPORT	113.50
41622	02/06/2025	FACILITIES	Central Admin	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY HALL	548.00
41622	02/06/2025	FACILITIES	Comm & Rec Centers	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FBSC	325.75
41622	02/06/2025	FACILITIES	Comm & Rec Centers	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PCS YOUTH SERVICES	113.50
41622	02/06/2025	FACILITIES	Comm & Rec Centers	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW CITY YARD	113.50
41622	02/06/2025	FACILITIES	Comm & Rec Centers	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - MILLVIEW	113.50
41622	02/06/2025	FACILITIES	Comm & Rec Centers	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - JWYC	782.45
41622	02/06/2025	FACILITIES	DRAINAGE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW STREETS	356.80
41622	02/06/2025	FACILITIES	Engineering	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - ENG	227.00
41622	02/06/2025	FACILITIES	Facilities Maintenance	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD	652.89
41622	02/06/2025	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	2,006.64
41622	02/06/2025	FACILITIES	PD Operations	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD SIU	113.50
41623	02/06/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 01/25	63.70
41623	02/06/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 01/25	18.85
41623	02/06/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 01/25	18.98
41623	02/06/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 01/25	135.46
41623	02/06/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 01/25	90.61
41623	02/06/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 01/25	36.92
41623	02/06/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 01/25	126.36
41623	02/06/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 01/25	27.82
41623	02/06/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 01/25	99.58
41623	02/06/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 01/25	18.98
41623	02/06/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 01/25	36.92
41623	02/06/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 01/25	36.92
41623	02/06/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 01/25	45.76
41623	02/06/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 01/25	36.79
41623	02/06/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 01/25	45.50
41623	02/06/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 01/25	45.76
41623	02/06/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 01/25	54.73
41623	02/06/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 01/25	32.37

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41623	02/06/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 01/25	36.79
41623	02/06/2025	FINANCE	Sr Citizen Community Serv	COMCAST	CITY INTERNET CONNECTION 01/25	36.79
41623	02/06/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 01/25	30.16
41623	02/06/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 01/25	30.16
41623	02/06/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 01/25	59.28
41623	02/06/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 01/25	41.34
41623	02/06/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 01/25	18.98
41623	02/06/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 01/25	27.82
41623	02/06/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 01/25	18.85
41623	02/06/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 01/25	27.82
41624	02/06/2025	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	PRE-EMPLOYMENT TESTING - COMPUTER TECH	395.00
41625	02/06/2025	PD OPERATIONS	PD Operations	CYRUN	ALLIANCE MAINTENANCE & SUPPORT CONTRACT	50,000.00
41626	02/06/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	ZONING DUE DATE CHANGES	697.65
41626	02/06/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	ZONE MAPS	927.86
41626	02/06/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	ZONING DUE DATE CHANGES	697.65
41626	02/06/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	ZONE MAPS	927.87
41626	02/06/2025	UB - WATER	UB - Water	DATAPROSE, LLC	ZONING DUE DATE CHANGES	1,395.30
41626	02/06/2025	UB - WATER	UB - Water	DATAPROSE, LLC	ZONE MAPS	1,855.73
41627	02/06/2025	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	35.00
41627	02/06/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	SERVICE CALL - JWYC	346.50
41627	02/06/2025	PARKS ADMINISTRATION	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM FEE - PANAM	30.00
41628	02/06/2025	FLEET ACQUISITION	Fleet Acquisition	DOWNTOWN FORD SALES	2025 FORD PICKUP #1551	43,938.39
41629	02/06/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	FIRE PROTECTION SVS 01/01/25-01/15/25	7,695.00
41630	02/06/2025	CITY ADMIN	Central Admin	LEAGUE OF CALIFORNIA CITIES	CAL CITIES DIVISIONAL DUES 2025	569.85
41631	02/06/2025	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	3,585.50
41632	02/06/2025	CITY ADMIN	Community Promo	MADERA COUNTY E D C	EDC Q1 FY 2024-25 BALANCE	1,000.00
41632	02/06/2025	CITY ADMIN	Community Promo	MADERA COUNTY E D C	EDC Q3 FY 2024-25	46,520.34
41633	02/06/2025	ENGINEERING	Engineering	MADERA TRIBUNE	PUBLIC NOTICE - GSA ADVERT	97.50
41634	02/06/2025	BUILDING	Building	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - BUILDING	77.65
41635	02/06/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	01/25 SERVICE 8126770647-1	97.17
41635	02/06/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	68.65
41635	02/06/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	560.52
41635	02/06/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	3,863.62
41635	02/06/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	1,405.52
41635	02/06/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3352588453-3	177.41
41635	02/06/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 1013877191-9	86.29
41635	02/06/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	4,794.45
41635	02/06/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 7928098441-4	69.46
41635	02/06/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 3499945233-6	127.64
41635	02/06/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 4318089701-9	29.49
41635	02/06/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	01/25 SERVICE 5237156686-1	43.63
41635	02/06/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	1,033.45
41635	02/06/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	01/25 SERVICE 2173157566-4	2,776.66
41635	02/06/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	202.18
41635	02/06/2025	FINANCE	Recreation	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	36.29
41635	02/06/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	935.41
41635	02/06/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	482.90
41635	02/06/2025	FINANCE	Sr Citizen Community Serv	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	8.39
41635	02/06/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	14,298.90

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41635	02/06/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9109225160-1	655.58
41635	02/06/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	19.77
41635	02/06/2025	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	11.43
41635	02/06/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	19.72
41635	02/06/2025	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	5,636.73
41635	02/06/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	01/25 SERVICE 9920095153-3	92.54
41636	02/06/2025	PARKS ADMINISTRATION	Parks	PARK ASSOCIATES	CANOPY SAIL	4,102.14
41637	02/06/2025	PARKS ADMINISTRATION	Comm & Rec Centers	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	1,011.20
41638	02/06/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	7-11 PLAN REVIEW	820.00
41639	02/06/2025	UB - WATER	Water Fund	AR REFUNDS	UB TERM REFUND 9905079	209.73
41640	02/06/2025	ENGINEERING	General Trust Fund	BOND ENCROACH	REFUND CANCELLED PERMIT - 20241709	423.27
41641	02/06/2025	ENGINEERING	General Trust Fund	BOND ENCROACH	REIMBURSEMENT - EL CORONADO ESTATES	10,000.00
41642	02/06/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD 6	50.00
41643	02/06/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELDS 1-4	50.00
41644	02/06/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILLION	50.00
41645	02/06/2025	PARKS ADMINISTRATION	Comm & Rec Centers	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	240.00
41645	02/06/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	100.00
41645	02/06/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	25.00
41646	02/06/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9896169	825.28
637	01/28/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 01/28/25	408.26
638	01/29/2025	HR/RISK MGT	City Clerk's Office	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 01/25	1,013.00
638	01/29/2025	HR/RISK MGT	INS/RISK MGT	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 01/25	(4,453.18)
638	01/29/2025	HR/RISK MGT	PAYROLL TRUST	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 01/25	407,833.12
638	01/29/2025	HR/RISK MGT	PD Operations	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 01/25	1,613.00
639	01/30/2025	HR/RISK MGT	City Clerk's Office	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 02/25	1,013.00
639	01/30/2025	HR/RISK MGT	INS/RISK MGT	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 02/25	237.16
639	01/30/2025	HR/RISK MGT	PAYROLL TRUST	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 02/25	453,708.82
639	01/30/2025	HR/RISK MGT	PD Operations	BENEFIT & RISK MANAGEMENT SERVICES	BENEFIT PREMIUMS 02/25	1,613.00
641	02/03/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 01/31/25	14,357.97
642	02/03/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 01/31/25	2,087.94
643	02/04/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 02/04/25	3,762.04
644	02/04/2025	FINANCE	Water Debt Service/Rev Bt	BANK OF NEW YORK MELLON	2015 WATER REV REF BOND	120,715.00
BANK #1 - US BANK GENERAL ACCOUNT TOTAL						\$ 2,154,040.13



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the January 15, 2025, City Council agenda.

DISCUSSION:

The Civil Service Commission (Commission) met twice in December 2024 to review and approve eligibility lists for civil service recruitments. As such, the Civil Service Commission has not met again at this time.

The following employees began employment with the City since our last report.

Table 1. New Hires and Re-hires				
Name	Position	Department	Status*	Effective Date
Anayely Rodriguez	Part Time Maintenance Worker I	Public Works – Airport	PT	1/13/25
Gabriel Gonzales	Park Aide	Parks & Community Services	PT	1/13/25
la Vang	Accountant I	Finance	FT	1/13/25

Table 1. New Hires and Re-hires, continued				
Name	Position	Department	Status*	Effective Date
Jesus Moreno	Park Aide	Parks & Community Services	PT	1/13/25
Paul Schramm	Combination Building Inspector	Building	FT	1/13/25
Luis Lopez, Jr.	Code Enforcement Officer I	Police	FT	1/27/25
Jessica Perez-Tynes	Program Leader II	Parks & Community Services	PT	1/27/25

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

The following promotions, transfers, or assignment changes occurred since our last report.

Table 2. Promotions, Transfers, or Assignment Changes			
Name	Old Position	New Position	Effective Date
Ryan Harland	Police Officer I	Police Officer II	12/11/24
Cipriano Pineda	Police Officer I	Police Officer II	12/11/24
Cristian Delgadillo	Police Officer I	Police Officer II	12/11/24
Mauricio Rodriguez	Public Works Equipment Operator	Maintenance Technician	

The following employees separated from employment since our last report.

Table 3. Separations				
Name	Position	Department	Status*	Effective Date
Haley Christenson	Administrative Analyst I	Engineering	FT	1/24/25
Jordan De La Rosa	Animal Control Officer	Police	FT	1/31/25
Rudy Luquin	Senior Planner	Planning	FT	1/31/25
Fernando Castillo Duran	Parks Project Manager	Parks & Community Services	FT	2/3/25

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

FINANCIAL IMPACT:

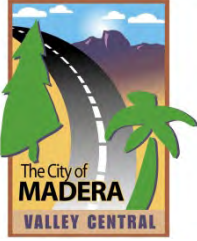
Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

ALTERNATIVES:

This report is for informational purposes only.


ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-4

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

This report is submitted for informational purposes only and no action is requested from the City Council (Council)

SUMMARY:

The purpose of this report is to provide the Council with a monthly update on expenditures related to contract City Attorney services and specialized legal representation for various litigation matters.

DISCUSSION:

This report outlines charges paid for services performed by the City's contract City Attorney. The information presented encompasses the invoices received from Aleshire & Wynder, LLP for November 2024 and December 2024 (partial period November 15 - December 31, 2024), as well as tracking of the Fiscal Year (FY) 2024/25 invoices received through a FY 2024/25 Year-to-Date (YTD) column.

Should the Council desire additional information or modifications to the format in future iterations of this report, please advise accordingly.

Firm: Aleshire & Wynder, LLP (City Attorney Services and Litigation)

Billing Periods: November 15, 2024- December 31, 2024

Matter	Charges	
	November 15- December 31, 2024	FY 2024/2025 (YTD)
General Legal Review/Advice	\$1,351.50	\$9,802.54

City Clerk	\$2,131.50	\$12,444.58
Attendance at Council Meetings & Requests for Information/Research	\$7,315.50	\$20,551.00
City Manager	\$1,881.50	\$7,658.50
Review and Advice on Agreements	\$0.00	\$0
Public Records Act Matters	\$0	\$0
City Real Property	\$0	\$768.50
Planning & Planning Commission	\$3,577.50	\$10,865.00
Finance	\$1,075.00	\$5,418.50
Successor Agency	\$0	\$0
Public Works/Engineering	\$1,563.50	\$10,918.00
Airports	\$0	\$1,510.50
Grand Jury	\$0	\$0
Personnel/Payroll	\$290.00	\$1,015.00
Municipal Code Enforcement	\$0	\$1,453.50
Police Department - General	\$238.50	\$8,536.00
Parks	\$874.50	\$2,464.50
Water	\$79.50	\$4,505.00
Wastewater	\$1,139.50	\$1,378.00
Economic Development	\$0	\$0
Ordinances	1,457.50	\$1,688.00
Special Projects	\$0	\$0
Housing	\$0	\$106.00
Cannabis	\$0	\$0
Total Advisory Services	\$22,975.50	\$101,083.12
Total Litigation Services	\$2,059.69	\$19,810.81
Discounted Hours	\$0	\$0
Travel/Lodging Expenses	\$0	\$0
Shipping	\$0	\$0
Process Server (Transcripts to Superior Court)	\$0	\$0
Total Advisory & Litigation Services	\$25,035.19	\$120,893.93

FINANCIAL IMPACT:

For FY 2024/25, expenditures for invoices related to legal fees total \$120,893.93. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

<i>Legal Invoices FY 2024/25 YTD</i>	
City Attorney Advisory Services	
Aleshire and Wynder	\$101,083.12

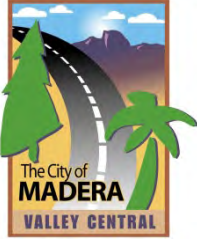
<i>Litigation Services (Including discounted hours, travel & shipping)</i>	
Aleshire and Wynder	\$19,810.81
Total City Attorney and Litigation Services Year-End	\$120,893.93

ALTERNATIVES:

This report is for informational purposes only.

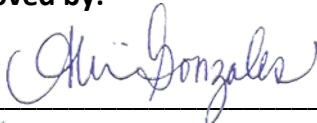
ATTACHMENTS:

None

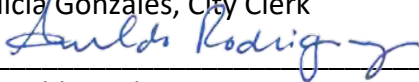


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-5

SUBJECT:

Proclamation Recognizing Scout Troop 117 for their 100 years of service to the youth of Madera

RECOMMENDATION:

Adopt a Minute Order approving a Proclamation Recognizing Scout Troop 117 for their 100 years of service to the youth of Madera

SUMMARY:

The City Council, during its regular meeting on August 2, 2023, adopted a policy governing the guidelines for City-issued Ceremonial Documents. This policy establishes the framework for the issuance of proclamations, ensuring a systematic and transparent process.

On December January 15, 2025, the Council approved the 2025 List of Annual Proclamations, outlining the scheduled commemorations for the year. However, the policy allows for proclamations not identified on this list to be considered on a case-by-case basis, with a written request required 45 days before the requested presentation date.

In this case, Mr. Tom Kidwell, representing Boy Scout Troop 117, submitted a request on February 12, 2025, for a proclamation recognizing the troop's 100 years of service to the youth of Madera.

Troop 117 was originally established in 1925 as Troop 8 of the Madera District. In 1927, the Sequoia Council reorganized the scout troops in Madera, assigning Troop 117 its current number. Over the past century, the Scouts have provided over 500 hours of community service annually. Their contributions include assisting with Memorial Day and Veterans Day ceremonies and engaging in various service projects that have positively impacted the community.

To commemorate this milestone, a 100th-anniversary celebration will be held on Saturday, March 15, 2025, at the VFW Hall. The event is open to the public.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Proclamation will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Costs related to custom supplies such as proclamations, certificates, frames, and folders have been purchased and funds were appropriated in the adopted budget.

ALTERNATIVES:

Council may direct staff to prepare a proclamation. If the majority vote is in the affirmative, staff will proceed with presenting the Proclamation at the February 19th Council meeting. In the alternative, Council may:

- Deferral for Further Discussion: Council may opt to defer the decision for further discussion, allowing additional time to address specific concerns or gather more information.
- Denial of Proclamation Request: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

ATTACHMENTS:

1. Letter from Mr. Tom Kidwell, dated February 12, 2025, for a "Proclamation Recognizing Scout Troop 117 for their 100 years of service to the youth of Madera."



**VETERANS OF FOREIGN WARS POST 1981
BOY SCOUTS OF AMERICA
PACK 117 TROOP 117G & TROOP 117B
2026 N. Granada Dr. Madera, CA. 93637**

To whom it may concern

Scout Troop 117 is proud to announce reaching 100 years of service to the youth of Madera.

Troop 117 was organized in 1925 as Troop 8 of the Madera District. American Legion Post 11 was the sponsor and Everett B. Peck was Scoutmaster. In 1927 the Sequoia Council reorganized the Scout Troops of Madera and changed the number to Troop 117. They met in the basement of the First National Bank at the corner of Yosemite and D Streets. Shortly thereafter the meeting place was moved to the basement of the Veterans Memorial Hall which was also the meeting place of the American Legion.

Troop 117 is currently sponsored by the Veterans of Foreign Wars Post 1981 with James Dunn as the Scoutmaster.

Each year our Scouts and families perform over 500 community service hours. Our Scouts have performed service for our veterans by assisting with the ceremonies on Memorial Day and Veterans Day at the Madera Courthouse Park. For Memorial Day our Scouts place flags at each veteran's headstone at Arbor Vitae Cemetery. When we go to camp our Scouts do service projects for the agency that provide the campsite. They have also assisted with greeting veterans returning home on the Honor Flights at the Fresno Air Terminal.

Over the last 100 years we have had 29 Scoutmasters and over 680 youth participating as Scouts and have earned the rank of Eagle Scout, and some Scouts became Scoutmasters for the Troop. Many of our Scouts have become outstanding community leaders.

To commemorate this event, a dinner of tri-tip and chicken with pilaf, Italian green beans, salad and rolls will be at the VFW Hall, 2026 N. Granada Dr, Madera CA. 93637 on Saturday March 15, 2025 at \$20.00 per plate.

Tickets are available at the VFW Hall 559-661-9038 during business hours 9:00 AM to noon Monday through Friday. You may also contact Tom Kidwell at 559-661-1161, or Tim Escobedo at 559-232-075 for tickets.

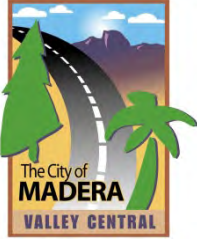
Yours in Scouting

Elizabeth Alvarez
P117 Cubmaster
559-395-6205
Lizzyjane91@gmail.com

James Dunn
T117B Scoutmaster
559-250-7131
jmdunn10@sbcglobal.net

Debra Haworth
T117G Scoutmaster
559-474-2325
dzscoutmom@hotmail.com

Tim Escobedo
Pack 117 & Troop 117
Committee Chair
559-232-0735
troop117madera@gmail.com
pack117madera@gmail.com
tim.escobedo@sbcglobal.net



REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-6

SUBJECT:

Appointment to the Community Development Block Grant Commission

RECOMMENDATION:

Adopt a resolution appointing Diana Mosqueda to the Block Grant Commission (BGC)

SUMMARY:

The Community Development Block Grant (CDBG), Block Grant Commission (BGC) was established on March 18, 2009 to serve in an advisory capacity to staff and City Council (Council) on matters related to CDBG funding. The BGC consists of seven members, with each member of the Council making a nomination to be considered for appointment by the Mayor, subject to approval of the Council by resolution. At this time, Councilman Villegas has nominated Diana Mosqueda to the Mayor for appointment to the BGC. The Mayor has considered the nomination and has approved the appointment of Mrs. Mosqueda. The requested action is a resolution of the City Council to approve the appointment of Mrs. Mosqueda to the BGC.

DISCUSSION:

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation with the submission of an Annual Action Plan. As an advisory Commission, duties of the BGC include:

1. Evaluation of annual CDBG request for funding applications.
2. Consideration of the U.S Department of Housing and Urban Development (HUD) priorities and the Council-approved five-year City CDBG Consolidated Plan.
3. Providing Council with CDBG funding recommendations.
4. Reviewing and recommending approval of CDBG reports including the Consolidated Plan, Annual Action Plans, and any substantial amendments.

5. Promoting public participation in the CDBG planning and award process.

BGC members are noted below in Table 1, with the individuals considered for approval of appointment indicated in bold text.

Table 1. BGC Membership		
<i>Applicant</i>	<i>Nominating Councilmember</i>	<i>City Council District</i>
Candy Talley	Mayor Gallegos	Mayor
Vacant	Rohi Zacharia	District 1
Alyssia Arredondo	Mayor Pro Tem Rodriguez	District 2
Stephanie Nathan	Councilmember Montes	District 3
Cesar Villegas	Councilwoman Evans	District 4
Olga P. Garcia	Former Council Member Garcia	District 5
Diana Mosqueda	Councilmember Villegas	District 6

At this time, the Mayor has considered the nomination of Diana Mosqueda by Councilman Villegas and is seeking approval from the City Council of the appointment to the BGC. Per the Municipal Code, appointments will be for a term matching the nominating Council person, or until a replacement is appointed. The Council term for Councilman Villegas ends on December 6, 2028. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to solicit additional volunteer applications for commission, board, and committee service.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Diana Mosqueda

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE
APPOINTMENT OF DIANA MOSQUEDA TO THE CITY OF MADERA BLOCK GRANT COMMISSION**

WHEREAS, the City of Madera has established a Block Grant Commission (BGC) to serve in a volunteer capacity to fulfill the duties of the Block Grant as provided in their adopted bylaws; and

WHEREAS, BGC is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Diana Mosqueda has expressed her desire to serve on the BGC; and

WHEREAS, Councilwoman Villegas has nominated Diana Mosqueda to be considered for appointment to the BGC for a term concluding December 6, 2028 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mayor Gallegos has considered the above-named nominated individuals and has appointed Diana Mosqueda.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Council approves the appointment of Diana Mosqueda to the BGC for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code.
3. This resolution is effective immediately upon adoption.

* * * * *



CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

☐ ADA Advisory Council

☐ Airport Advisory Commission

☐ Beautification Committee

☐ Civil Service Commission

☒ CDBG Block Grant Commission

☐ Loan Review Committee

☐ Planning Commission

☐ Transit Advisory Board

☐ Other: _____

Please type or print in ink.

LAST NAME Mosqueda FIRST NAME Diana M.I. F
HOME ADDRESS [REDACTED] CITY, STATE, ZIP Madera, CA 93637 HOME PHONE [REDACTED]
MAILING ADDRESS same CITY, STATE, ZIP same E-MAIL ADDRESS [REDACTED]
EMPLOYER Mosqueda & Cooling and Heating Inc. JOB TITLE owner BUSINESS PHONE [REDACTED]

Length of residence in the City of Madera: Years <u>21</u> Months <u>4</u>	Have you ever been convicted of a felony? Yes _____ No <u>X</u>	Are you 18 years of age or older? Yes <u>X</u> No _____
---	--	--

Educational background:

I graduated from high school in
Arbaugh, UT and have taken
some college courses

Please list any organizations of which you are a member and any offices you have held in those organizations:

I was a committee member for
Boy Scout Troop 116 and held many
positions throughout the years.

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

n/a

I am interested in serving for the following reasons:

I want to serve my community and
learn about the organizations that
help the people here.

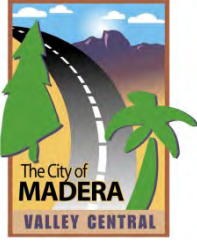
References (optional):

1/2/25
Date

Signature

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-7

SUBJECT:

Appointment to the Transit Advisory Board

RECOMMENDATION:

Adopt a resolution approving the appointment of Cynthia Ortégón to the Transit Advisory Board

SUMMARY:

The City of Madera Transit Advisory Board (TAB) was established by the City Council in March 1996 to serve in an advisory capacity to Transit staff and the City Council on matters pertaining to Madera Metro's public transportation services and operations. TAB is comprised of seven (7) members, with each member of the City Council making a nomination to be considered for appointment by the Mayor, subject to approval of the City Council by resolution. At this time, Councilmember Villegas has nominated Cynthia Ortégón to the Mayor for appointment to the TAB. The Mayor has considered the nomination and has approved the appointment of Ms. Ortégón. The requested action is a resolution of the City Council to approve the appointment of Ms. Ortégón to the TAB.

DISCUSSION:

The TAB was formed to serve in an advisory capacity to the City Council and staff on matters related to public transit. Their duties include the following:

1. Provide oversight and make recommendations regarding the operation of the public transit system including projects, programs, and special studies.
2. Ensure grievance procedures for transit services are followed and enforced.
3. Complete two Secret Rider Evaluations bi-annually.

TAB members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text.

Table 1: Transit Advisory Board Membership		
<i>Member</i>	<i>Nominating Councilmember</i>	<i>City Council District</i>
Andrew Albonico	Mayor Gallegos	At-large Mayor
VACANT	Councilmember Zacharia	District 1
VACANT	Mayor Pro Tem Rodriguez	District 2
Marie Luna	Councilmember Montes	District 3
Patricia Carreon	Councilwoman Evans	District 4
Otilia Morales	Councilwoman Mejia	District 5
Cynthia Ortégón	Councilmember Villegas	District 6

Ms. Ortégón has previously served on the TAB. At this time, the Mayor has considered the nomination of Ms. Ortégón by Councilmember Villegas and is seeking approval from the City Council of the appointment to TAB. Per the Municipal Code, this appointment will be for a term matching the Councilmember, or until the replacement is appointed. The Councilmember's term ends on December 6, 2028. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to seek additional applications to serve on the Transit Advisory Board.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Cynthia Ortégón

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING THE APPOINTMENT OF CYNTHIA ORTEGÓN TO THE CITY OF
MADERA TRANSIT ADVISORY BOARD**

WHEREAS, the City of Madera has established a Transit Advisory Board (TAB) to serve in a volunteer capacity to fulfill the duties of the TAB as provided in their adopted bylaws; and

WHEREAS, TAB is comprised of seven (7) citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Cynthia Ortegón has expressed desire to serve on TAB; and

WHEREAS, Councilmember Villegas has nominated Cynthia Ortegón to be considered for appointment to TAB for a term concluding December 6, 2028 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mayor Gallegos has considered the above-named nominated individual and has appointed Cynthia Ortegón.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Council approves the appointment of Cynthia Ortegón to TAB for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code.
3. This resolution is effective immediately upon adoption.

* * * * *



CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

____ ADA Advisory Council

____ Airport Advisory Committee

____ Beautification Committee

____ Civil Service Commission

____ Planning Commission

 x Transit Advisory Board

____ Other: _____

Please type or print in ink.

Ortega Gynthia B

HOME ADDRESS same CITY, STATE, ZIP _____ HOME PHONE _____

MAILING ADDRESS _____ CITY, STATE ZIP _____ PHONE # _____

EMPLOYER N/A JOB TITLE _____ BUSINESS PHONE _____

LENGTH OF RESIDENCE IN CITY OF MADERA <u>25</u> YEARS ____ MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? <u> x </u> YES ____ NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? ____ YES <u> x </u> NO
--	---	---

EDUCATIONAL BACKGROUND:

B.S. Fresno State

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

City of Madera ADA Advisory Council 2006 - Present
2006 - 2012 - Chair, 2012 - 2014 - Vice Chair
TAB Member 2014 - Present

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

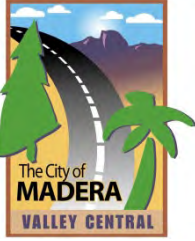
MADAAAC requires a member to sit on TAB. I volunteered
I have taken the DART + MAY routes to help with improvements
and future improvements.

REFERENCES (Optional):

May 11, 2021 DATE
Guthrie Ortega SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-0446



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-8

SUBJECT:

Madera County 5150 Response Protocol

RECOMMENDATION:

Adopt a Resolution approving a multi-agency Memorandum of Understanding that defines the City's roles and responsibilities in relation to Madera County's 5150 Response Protocol and authorizing the Chief of Police to execute the agreement

SUMMARY:

In 2011, the City entered a multi-agency Memorandum of Understanding (MOU) to establish a coordinated response and shared framework among Madera County stakeholders regarding the roles, responsibilities, and systems governing the care of individuals subject to 5150 holds. Although the MOU has remained largely unchanged since minor revisions in 2019, the reopening of Madera Community Hospital requires its reaffirmation by all participating stakeholders. The proposed action would approve the MOU and authorize the Chief of Police to execute the agreement.

DISCUSSION:

Section 5150 of the California Welfare and Institutions Code authorizes the involuntary detention of an adult experiencing a mental health crisis for a 72-hour psychiatric evaluation if they are deemed a danger to themselves, others, or gravely disabled. Law enforcement officers are typically the first to encounter individuals meeting the criteria for a 5150 hold and are therefore empowered to place them under protective care for a comprehensive mental health assessment.

The MOU establishes the roles and responsibilities of law enforcement agencies in managing 5150 holds, including:

- Completing the required documentation for a 5150 hold

- Assessing an individual's need for medical attention and providing services as necessary
- Engaging additional resources, such as Madera County's Behavioral Health Services Crisis Mobile Team, when appropriate
- Coordinating care arrangements for dependents of the individual placed on a 5150 hold
- Transporting individuals to designated medical facilities
- Responding to service calls related to the elopement of 5150 patients from Madera Community Hospital

The MOU has been in effect since its adoption in 2011, with minor revisions implemented in 2019. However, with the reopening of Madera Community Hospital, all participating stakeholders must reaffirm their commitment to the agreement to ensure continued coordination and compliance with established protocols. It is important to note that the provisions outlining the City's roles and responsibilities remain unchanged from the updated MOU affirmed in 2019. Furthermore, the City's roles and responsibilities, as defined in the MOU, are consistent with applicable MPD policies. The requested action authorizes the Chief of Police to execute the agreement on behalf of the City.

FINANCIAL IMPACT:

The MOU does not impose any financial obligations on the City. The handling of 5150 holds is a standard responsibility of law enforcement and falls within the scope of routine police duties, rather than an additional or extraordinary service.

ALTERNATIVES:

The City Council (Council) has the authority to deny the City's participation in the Madera County 5150 Response Protocol. However, such a decision may adversely affect the City's service delivery and its collaborative relationships with partnering agencies, as 5150 holds will remain a standard law enforcement responsibility. Alternatively, the Council may direct staff to provide additional information for further consideration.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Memorandum of Understanding - Madera County 5150 Response Protocol

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A MULTI-AGENCY MEMORANDUM OF UNDERSTANDING
THAT DEFINES THE CITY'S ROLES AND RESPONSIBILITIES IN RELATION TO
MADERA COUNTY'S 5150 RESPONSE PROTOCOL AND AUTHORIZING THE
CHIEF OF POLICE TO EXECUTE THE AGREEMENT**

WHEREAS, in 2011, the City entered a multi-agency Memorandum of Understanding (MOU) in relation to Madera County's 5150 Response Protocol; and

WHEREAS, the reopening of Madera Community Hospital necessitates the reaffirmation by all participating stakeholders; and

WHEREAS, the language contained in the MOU pertaining to the roles and responsibilities of the City has remain unchanged from the original 2011 document; and

WHEREAS, the City wishes to reaffirm the MOU, establishing its continued compliance with the guidelines established in the MOU.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines, and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves the Memorandum of Understanding in relation to Madera County's 5150 Response Protocol, attached as Exhibit A.
3. The Chief of Police is authorized to execute the Memorandum of Understanding on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

Effective
Since
2011

MADERA COUNTY 5150 RESPONSE PROTOCOL



MADERA COUNTY 5150 RESPONSE PROTOCOL

INTRODUCTION

The purpose of this protocol is to provide for a coordinated response and shared understandings by all Madera County stakeholders of the roles, accountabilities and systems guiding the care of 5150 patients. The ability to provide consistent care to those Madera County residents most in need is a value shared by all. While we recognize that resources will continue to be in 'short supply,' there is no shortage of possibilities when all community stakeholders come to the table with a single purpose...to ensure the best care possible for our 5150 patients. This document is intended to provide that community framework for care.

DEFINITIONS

- a. Lanterman-Petris-Short Act (1972):** This act, written in 1967 and signed into law in 1972, was intended to provide a system of care in each community for persons with severe and/or acute mental health issues. This Act spells out the parameters for providing both voluntary and involuntary mental health treatments.
- b. Welfare & Institutions Code 5150:** This section of the W & I code states that a person who, *as a result of a mental disorder*, is a danger to self, a danger to others, or gravely disabled may be held up to 72 hours for observation in a 5150-designated facility. Related sections include 5151 – 5157.
- c. Designated facility:** In California, each County Board of Supervisors is delegated the authority to designate one or more local acute care and/or psychiatric hospital(s) as a receiving site for 5150 patients. The site must be approved by the State's Department of Health Care Services (DHCS) and be able to provide evaluation and initial care for psychiatric patients. Madera County is home to River Vista Behavioral Health, which is an Acute Psychiatric Hospital, and a 24-Hour designated facility. Madera County Department of Behavioral Health Services (BHS) also contracts with various designated acute care facilities to serve the community.
- d. Receiving facility:** This distinction applies to hospitals and other facilities that are equipped to provide medical clearance and other acute care services to a psychiatric patient in an outpatient setting in preparation for that patient's transfer to an inpatient psychiatric facility or discharge to outpatient care.
- e. Hospitals:** Madera Community Hospital and Valley Children's Hospital are the only two acute care hospitals in Madera County.
- f. California Forensic Medical Group (CFMG):** This is the contract agency responsible for providing medical and psychiatric services to the inmates of the Madera County jail and Juvenile Hall.
- g. Law enforcement:** Includes those Madera County sworn peace officers working for municipal police departments, County Sheriff's Department, and the California Highway Patrol.
- h. Individuals designated to write 5150 applications in Madera County:** Pursuant to Welfare & Institutions Code Section 5150, the following persons and organizations are authorized to involuntarily detain individuals:

- All sworn peace officers for the County and cities within Madera County, including the California Highway Patrol.
 - Designated attending staff at designated and non-designated facilities.
 - Additionally, the Madera County Department of Behavioral Health Services (BHS) Director has the authority to designate those who can initiate a 5150 hold in Madera County. Designation consists of training, testing and certification as a designated professional.
- i. **Medical clearance:** The definition of ‘medically cleared’, as defined by this County, includes tests, screenings, and clinical observations that allow a medical professional to conclude that a patient is medically stable, does not require further inpatient acute care hospitalization, and is physically suitable to begin the 5150 evaluation process to determine if patient requires transfer to higher level of care (inpatient) or further psychiatric care at a lower level of care (outpatient basis).
- j. **Psychiatric hospitals:** Hospitals licensed in California to provide in-patient psychiatric care. River Vista Behavioral Health is an Acute Psychiatric Hospital, and a 24-Hour designated facility located in Madera County.
- k. **County jail/inmate:** Any person booked, medically cleared and physically placed into the Madera County jail. The individual is physically housed in the County facility and is under the care and supervision of Madera County Department of Corrections staff and CFMG medical staff.
- l. **Penal Code Section 11166:** States that a mandated reporter shall make a report to an agency specified in Penal Code Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows, or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report to the agency immediately or as soon as is practicably possible by telephone and the mandated reporter shall prepare and send, fax, or electronically transmit a written follow up report within 36 hours of the triggering event.
- m. **Penal Code Sections 11165.1-11165.6:** Defines child abuse and neglect to include the following: sexual abuse; physical abuse; child endangerment; failure to provide adequate care and supervision; failure to protect the child from malnutrition or failure to thrive; failure to provide adequate medical or mental health treatment; failure to provide adequate food, clothing, or shelter; emotional abuse; caretaker absence or incapacity; or causing a situation wherein the child’s physical well-being may be at risk.
- n. **Penal Code Section 4011:** States that, when determined by a judge, a prisoner confined in any city or county jail within the jurisdiction of the court who requires medical or surgical treatment necessitating hospitalization that cannot be provided by the city or county jail, the court in its discretion may order the movement of the prisoner to the county hospital (if one exists) or any hospital designated by such court. It further states that it “shall be the duty of the sheriff or other official in charge of county correctional facilities to maintain the necessary guards, who may be private security guards, for the safekeeping of such prisoner, the expense of which shall be a charge against the county.”
- o. **CA Health and Safety Code 1799.111:** States that a licensed acute care hospital that is not a designated facility is immune from liability if it detains a 5150 patient for up to 24 hours.

- p. **Emergency Medical Treatment and Active Labor Act (EMTALA):** Was enacted by Congress in 1986 to enhance access by all persons to emergency services and prohibit discrimination because of financial or insurance status. EMTALA is otherwise known as the hospital “Anti-Dumping” law.

COMMUNITY PARTNERS

- a. Madera County Board of Supervisors
- b. Madera County Department of Behavioral Health Services (BHS)
- c. Children’s Hospital Central California
- d. Madera Community Hospital
- e. California Forensic Medical Group (CFMG)
- f. Madera County Sheriff’s Department
- g. Madera Police Department
- h. Chowchilla Police Department
- i. Department of Social Services (CWS/APS/Public Guardian/Veteran’s Service Officer)
- j. California Highway Patrol
- k. Central California Emergency Medical Services
- l. Madera County Correctional Facilities/Custody Detention Staff

ASSUMPTIONS, GENERAL AGREEMENTS AND PRINCIPLES OF THIS COMMUNITY PROTOCOL

1. **Mental health is a community responsibility.** No single agency, organization or facility in the community has the resources, scope of services, or skill sets to address the challenges on their own. Madera County puts a high value on the respectful and collaborative process used to develop this protocol and is committed to using that same process as this protocol is implemented and refined over time.
2. Our shared goals are ***to ensure access to the right care at the right time in the right place...and to de-escalate every mental health intervention to best serve the consumer, the care providers, the children involved, and law enforcement.*** This commitment to ‘de-escalation’ will allow care to be provided with the most respect for an individual’s rights and capacity to choose.
3. We agree to **leverage the competencies of our community partners** and to share training and knowledge unique to each stakeholder for the benefit of the larger community.
4. We are committed to **maintaining individual and community safety.** At times, individuals may require voluntary or involuntary treatment in order to assure their safety and the safety of others.
5. We recognize that individuals who may be experiencing serious psychiatric crises and who also violate the law must be held legally **accountable for their actions.**
6. We recognize that individuals who may be experiencing serious psychiatric crises may also have acute physical conditions and **stabilizing their physical/medical needs** is a priority.
7. This 5150 protocol applies to Madera County residents. (Additional procedures are required when BHS staff are involved in finding placement of residents of other counties.)

ROLES AND RESPONSIBILITIES: LAW ENFORCEMENT (SHERIFF'S DEPARTMENT, MUNICIPAL POLICE AGENCIES [MADERA, CHOWCHILLA])

**Reference: Madera Police Department Policy and Procedure Manual
Madera County Sheriff's Department Policy and Procedure Manual**

1. According to the Welfare & Institutions code, **peace officers are authorized to complete a 5150 application** and to take a person into custody for a mental health evaluation and assessment in a facility designated by the County and approved by the State Department of Mental Health. As there is no facility in Madera County with the capabilities to provide the required mental health evaluation, assessment and/or treatment, peace officers in this County are authorized to take an individual into custody under this W & I code and transport them to the closest acute care hospital for medical clearance, assessment by a County-designated individual, and disposition to the appropriate inpatient or outpatient care centers.

2. Officer considerations and responsibilities

- ♦ **Any officer responding to or handling a call involving a suspected or actual mentally disabled individual should carefully consider the following:**
 - Individual's need for emergency medical attention.
 - Any available information which might assist in determining the cause/nature of the mental illness.
 - Community resources which may be readily available to assist the individual.
 - Services available by Madera County BHS and how to access to include crisis mobile team.
 - Whether the person has children in his/her care or in their primary residence.
 - Whether the behavior and condition of the person may be a risk to children.

3. Transportation of 5150 patients who require no further law enforcement action

- ♦ ***If the person requires medical attention:***
 - Transportation is by ambulance per established Central California EMSA policies. The officer will escort the patient into the facility and place that person in a treatment room or waiting area as directed by a hospital staff member.
- ♦ ***If the person does not require medical attention:***
 - Law enforcement may transport the individual directly to Madera Community Hospital or call ambulance as per their department policies.
- ♦ ***Role of law enforcement after patient's arrival at the hospital:***
 - Law enforcement personnel will meet and confer with hospital security and/or lead staff to ensure a smooth transition and to discuss issues regarding patient elopement and/or safety risks and concerns. Law enforcement may remain with the patient in the hospital depending on necessity and remains available for call-back at any time once the officer leaves the premises should the hospital feel law enforcement presence is required for the safety of the patient, hospital staff and other hospital patients/visitors. If law enforcement has reason to believe children in the person's care or primary residence are at risk of or have been subjected to abuse or neglect, law enforcement shall contact Child Welfare Services and make a report.

4. Patient elopements

- ♦ Coordination and communication between law enforcement agencies in regard to patients that leave against medical advice, elope, or that continue to be a risk following discharge is essential.
 - Madera Police Department will be advised by Madera Community Hospital of 5150 patient elopements. They will respond to patient elopement calls regardless of the law enforcement agency that transported the patient to the hospital.
 - Madera County Sheriff's Department will be advised by Valley Children's Hospital of 5150 patient elopements and will respond to patient elopement calls regardless of the law enforcement agency that transported the patient to that hospital.

5. Transportation of individuals who require subsequent law enforcement action (arrest, booking, incarceration, etc) who may also be a potential 5150 patient

- ♦ ***If the person requires medical attention:***
 - They are transported by ambulance according to the [CCEMSA Destination Policy #547](#)^f
- ♦ ***If the person does not require medical attention, and the officer is/will be placing a 5150 hold onto the individual or has reason to believe a 5150 hold will be placed on the individual:***
 - They are transported by law enforcement vehicle to the hospital emergency department for medical and/or mental health clearance. If after assessment and stabilization no 5150 hold is written, then upon medical clearance completion hospital emergency department will contact the detaining law enforcement agency for transport back to the county jail for booking.
- ♦ ***Role of law enforcement after patient's arrival at the hospital:***
 - Law enforcement officer is to remain with the patient until a security staff member or designee becomes available to physically remain in the treatment room with the patient.

6. Upon arrival at Madera Community Hospital

- Patients accompanied by law enforcement personnel will be given priority after life & death, ambulance and other critically ill patients are cared for.
- The goal is to provide medical clearance and mental health evaluation within 60 minutes of arrival whenever possible.
- Hospital staff will notify Madera County Behavioral Health Crisis Response regarding need for a 5150 evaluation after medical clearance has been completed.

7. Upon arrival at Valley Children's Hospital

- Patients accompanied by law enforcement personnel will be given priority after life and death, ambulance and other critically ill patients are cared for.
- Hospital staff will notify Madera County Behavioral Health Crisis Response regarding need for a 5150 evaluation after medical clearance has been completed.

ROLES AND RESPONSIBILITIES: COMMUNITY HOSPITALS

1. Medical clearance

a. Medical evaluations of 5150 patients

- Individuals who are experiencing a psychiatric crisis and who are placed on a 5150 hold by law enforcement or other County-designated personnel are brought to the closest appropriate hospital's Emergency Department (ED) for assessment, treatment and stabilization of their physical conditions.
- They are treated with the same medical evaluation, physical assessments, and triage principles as applied to any ED patient.
- Until referred to another venue of treatment or discharged, each patient is under the primary care of the ED physician, unless otherwise noted.
- For patients requiring transfer to an inpatient psychiatric facility, all require some level of medical clearance. The parameters of this clearance vary from facility to facility.

b. Patients requiring hospital admission

- If a patient under a 5150 hold is *admitted* into the hospital based on their medical condition, the 5150 hold is suspended.
- When that patient is ready for discharge from the hospital, medical personnel will complete a medical clearance and then contact Madera County Department of Behavioral Health Services (BHS) crisis staff.
- Madera County Department of Behavioral Health Services (BHS) Crisis staff will respond within 1 hour or less whenever possible and re-assess the patient's mental health status.
- If BHS crisis staff determine that the patient continues to meet criteria for a 5150 hold, BHS staff will write a new 5150 hold and coordinate admission of the patient into an appropriate designated psychiatric facility for a 72-hour treatment and evaluation. If, however, the criteria for a 5150 hold are no longer met, the patient and the 5150 hold will be discharged.

c. Mental health evaluations of 5150 patients in the ED

- Upon completion of the medical clearance ED nurse will notify Madera County Department of Behavioral Health Services (BHS) crisis staff of the need for a mental health evaluation.
- Madera County BHS staff will respond in 60 minutes or less whenever possible.
- Patient transfers or referrals to designated inpatient psychiatric facilities or releases to outpatient services will be facilitated by Madera County Department of Behavioral Health Services (BHS) staff but remains the responsibility of the sending medical facility in accordance with EMTALA.

d. Accounting for the 72-hour hold time

- In order to ensure that all available time is afforded the patient for an appropriate assessment, a comprehensive evaluation, stabilizing treatment and observance of patients' rights, and; In order to ensure the safety of the patient and the community; It remains the determination of Madera County BHS and the findings of the W&I Code Section 5150 and 5151 that the 72-hour hold time begins upon admission to an appropriate psychiatric facility designated by the County, and not before. If a patient is medically cleared and awaiting psychiatric placement for longer than 72 hours, the 5150 hold will need to be reassessed and a new 5150 will be written by Behavioral Health crisis worker as necessary and appropriate.

2. Documentation/medical record

- Documentation will be done per hospital policy.
- Copies of the patient's medical record will be sent with the patient upon transfer to a designated inpatient psychiatric facility, including the original 5150 application.
- For patients released to outpatient services, the original 5150 application will remain in the patient's hospital medical record.

3. Role of hospital security staff and/or other hospital or contracted personnel

- ♦ This protocol acknowledges that the security capacity of each hospital in Madera County varies by physical space limitations, availability of security staff, security staffing on duty at various times of day, and other factors.
- ♦ ***Hospital security staff and/or other assigned hospital personnel will:***
 - Ensure safety of the patient, the hospital staff, other patients, Madera County Behavioral Health team members and the community.
 - Strongly encourage patient to stay and take reasonable steps to ensure patient does not leave, including use of an appropriate "sitter" or other assigned hospital staff if patient deemed to be a high risk.
 - Coordinate and communicate with law enforcement and Madera County Behavioral Health Crisis staff regarding any patient that leaves against medical advice, elopes or that continues to be at risk up to and following discharge.
 - If patient becomes too dangerous or is unable to be detained, contact local police agency for additional assistance *or call 911 if an emergency situation*.
 - Should a patient who is to be brought to the hospital on a 5150 hold by law enforcement be found to possess a firearm or other deadly weapon, law enforcement will confiscate the weapon and follow Department policy and procedure to account for and secure that weapon before arriving at the hospital. For other patients who arrive by means other than law enforcement and are found to be in possession of a weapon, hospital security policies will apply.

4. Arranging for transportation of patient to accepting psychiatric facility

- ♦ Transportation to an accepting psychiatric facility is the responsibility of the sending medical facility in accordance with EMTALA.

ROLES AND RESPONSIBILITIES: MADERA COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

1. Madera County Department of Behavioral Health will complete 5150 evaluations and applications.

2. Psychiatric evaluations and other services

- ♦ Madera County Department of Behavioral Health Services (BHS) designated staff have the ability to complete mental health crisis assessments, 5150 applications, crisis interventions, and other emergency interventions for persons in Madera County as well as review, uphold and/or discontinue 5150 holds placed on individuals by other agencies.

3. Response locations

- ♦ Madera County Department of Behavioral Health Services (BHS) designated staff has the ability to complete mental health crisis assessments, crisis interventions, and 5150 evaluations in the following locations:
 - In the Community within Madera County boundaries
 - Madera Community Hospital
 - Valley Children's Hospital
 - Madera County Department of Corrections
 - Madera County Juvenile Hall

4. Response times (hours of operation, response times)

- ♦ Madera County Department of Behavioral Health Services (BHS) will respond to requests for crisis evaluations to above response locations within one hour of request of evaluation. Madera County Department of Behavioral Health Services (BHS) will track compliance to this standard and will work to ameliorate impediments as possible.

Madera County Department of Behavioral Health Services (BHS) Crisis, Assessment, Response, and Evaluation Services (CARES) mobile team can be reached at any time 24/7/365 to respond to any location within Madera County boundaries by calling our access line (559) 395-0451 or Toll-Free line (888) 275-9779.

5. Perform W & I code 5150 evaluation

- ♦ ***Complete mental health crisis assessment:***
 - In the course of completing the 5150 assessment, the Madera County Department of Behavioral Health Services (BHS) staff will complete a mental health crisis evaluation.
 - Madera County Department of Behavioral Health Services (BHS) staff will consult with law enforcement, Child Welfare Services, and hospital staff, as appropriate, to obtain additional information about a patient which may be useful in the evaluation and subsequent treatment plan for the patient.
 - A copy of the crisis evaluation form is provided to medical facility for inclusion in their medical record (*Attachment A*).
- ♦ ***To release an individual from a 5150 hold:***
 - If, after their assessment, the Madera County Department of Behavioral Health Services (BHS) staff determines that the individual does not meet the criteria for a 5150 application, they will discontinue the hold and inform patient regarding available community resources and link the patient to BHS to engage in ongoing services or to schedule a follow up appointment if already engaged with BHS
- ♦ ***If individual meets criteria for a 5150 hold:***
 - If, after their assessment, the Madera County Behavioral Health staff determines that the individual meets the criteria for a 5150 hold, staff will work to locate an appropriate inpatient psychiatric facility to accept the patient.
 - If the person has children or there are children in the person's primary residence, and there is a concern the person's behavior or condition may place children at risk of abuse or neglect or abuse and neglect has occurred, Madera County Department of Behavioral Health Services (BHS) will make a report to Child Welfare Services.
- ♦ ***Evaluation of hospital inpatients:***
 - When hospital staff requests a 5150 evaluation for those inpatients that are medically cleared and ready for discharge, Madera County Department of

Behavioral Health Services (BHS) staff will respond to those requests in the same way that they do to an ED request.

- ♦ ***Arranging for transportation of patient to the accepting psychiatric facility:***
 - Madera County Department of Behavioral Health Services (BHS) will identify an appropriate psychiatric facility for patient in need of placement and arrange for admission to the facility. Coordination of transportation of the patient remains the responsibility of the sending medical facility as per EMTALA.
- ♦ ***Consult with medical staff re: medical clearance evaluation:***
 - Madera County Department of Behavioral Health Services (BHS) staff will, as appropriate, consult with the hospital physicians in determining medical clearance as it applies to the ability to transfer the patient to an inpatient psychiatric unit. If the accepting facility's psychiatrist does not concur with the medical clearance, the treating hospital will maintain responsibility for the disposition of the patient until such time that the medical clearance is agreed upon. Madera County Department of Behavioral Health Services (BHS) staff may facilitate a physician-to-physician consultation.

6. Develop appropriate after-care plan for individuals who do not meet 5150 hold criteria

- ♦ Consult with individual/family members.
- ♦ Refer to appropriate outpatient treatment services (e.g. of Behavioral Health Services, private insurance providers, other social services agencies as appropriate).
- ♦ Consult with hospital staff.
- ♦ Documentation of criteria determined and after care plan.

7. While at designated medical & correctional facilities

- ♦ Provide mental health information and training to facility staff regarding mental health concerns of the patient, as appropriate.
- ♦ Provide input useful to hospital security staff in maintaining safe environment for all.
- ♦ There may be sharing of pertinent mental health and medical information between parties in order to best meet the needs of the patient and coordinate care in accordance with HIPPA.

ROLES AND RESPONSIBILITIES: MADERA COUNTY CHILD WELFARE SERVICES (CWS)

1. Child Welfare Services will accept all referrals called in to the Agency as part of this protocol.
2. Child Welfare Services shall assess the nature of the referral and decide whether an in-person response is needed. Child Welfare Services shall respond in every instance when law enforcement requests an in-person response.
3. Child Welfare Services shall partner with all parties in this protocol as needed to conduct interviews with the person and his/her children to determine whether risk of abuse or neglect is evident or abuse or neglect has occurred.

4. Child Welfare Services shall assist Madera County Department of Behavioral Health Services (BHS) with obtaining the necessary consents to release information on the person.
5. Child Welfare Services shall retain children in temporary care, custody and control if determined to be necessary by law enforcement or by the Social Services Worker conducting the investigation.
6. Child Welfare Services shall be responsible for transporting and placing any detained children.
7. Child Welfare Services shall share information and collaborate with Madera County Department of Behavioral Health Services (BHS), law enforcement, and hospitals on the person's treatment needs, discharge, case planning, and any services needed for the person whether the family has a voluntary or court ordered case plan with CWS.

ROLES AND RESPONSIBILITIES: MADERA COUNTY JAIL & CONTRACTED JAIL MEDICAL STAFF (CFMG)

***Reference: CFMG Madera County Adult Facilities Policy and Procedure Manual–
Pre-Detention, Medical Evaluation/Intake, Health Screening & Mental Health Services.***

1. Initial physical and mental health screening on inmates

- ♦ It is the policy of the jail medical program that no arrestee who displays obvious signs of trauma or acute illness or who reports a history of recent trauma or whose circumstances of arrest suggests the probability of trauma be incarcerated without first undergoing medical evaluation.
- ♦ All new inmates shall be observed and queried for signs/presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening completed by trained custody staff. Any inmate exhibiting or testifying to presence or history of mental illness is referred to health services staff for further evaluation.

2. Inmates who require 5150 evaluation

- ♦ For on-site crisis evaluation for patients who are in-custody inmates of the Madera County jail, Madera County Department of Behavioral Health Services (BHS) staff is contacted to conduct 5150 assessments on inmates.
- ♦ If the inmate is found to meet the criteria for a 5150 hold by Madera County Department of Behavioral Health Services (BHS) staff, CFMG personnel, Madera County Department of Corrections personnel and Madera County Department of Behavioral Health Services (BHS) staff will work together to secure any additional medical clearance that is necessary for admission into a designated psychiatric facility. Securing an appropriate inpatient placement will be the responsibility of Madera County Department of Behavioral Health Services (BHS) staff. For the purposes of this protocol, an appropriate inpatient placement will require collaboration between Madera County Department of Behavioral Health Services (BHS), Madera County Department of Corrections and to ensure that the safety of the inmate or custody staff is not compromised, and no additional liability or risk is placed on any of the parties.

3. Medical clearance prior to inpatient psychiatric placement out of custodial facility

- ♦ **CFMG staff, if and when possible, may provide the necessary medical clearance needed for inpatient psychiatric placement of an inmate. The ability to perform the medical clearance screening will be dependent upon, but not limited to, the following:**
 - The availability of appropriate diagnostic equipment.
 - The availability/capability of staff.
 - The known medical history of the individual.
 - Results of consultation with the CFMG Medical Director and/or CFMG psychiatrist.
 - Admission criteria of the accepting psychiatric facility.
- ♦ Madera County Department of Behavioral Health Services (BHS) staff will assist in the facilitation of the CFMG medical clearance documentation with the accepting psychiatric facility.
- ♦ Transportation out of the custody facility to an inpatient psychiatric facility will remain the responsibility of the Madera County Department of Corrections but will be done in collaboration with Madera County Department of Behavioral Health Services (BHS) staff.
- ♦ **For inmates that require acute medical stabilization beyond the capabilities of onsite resources in addition to needing a 5150 assessment,** those individuals will be transported by ambulance or the Madera County Department of Corrections, depending on the inmate's condition and other factors, to the Madera Community Hospital Emergency Department for medical intervention. Madera County Department of Behavioral Health Services (BHS) staff will be contacted by CFMG and directed to meet the patient at the ED to complete the mental health assessment. The Custodial Shift Supervisor or his/her designee will be contacted to process the documents required for transfer. Per this protocol, a sworn law enforcement officer or Department of Corrections contracted security personnel will remain with the inmate during this process.
- ♦ **If, after medical clearance and the mental health assessment by the Madera County Department of Behavioral Health Services (BHS) staff, an inmate is found to no longer meet the criteria for a 5150 hold,** the 5150 hold is lifted and the patient is transported by the Madera County Department of Corrections back to the County jail.
- ♦ **If, after medical clearance, the inmate still requires an inpatient psychiatric placement,** the inmate will be transported back to the Department of Corrections where the Madera County Department of Behavioral Health Services (BHS) staff will expedite the individual's transfer to an accepting facility as soon as possible to reduce the inmate's wait time and to minimize safety risks to visitors, inmates and staff; and to ensure that the inmate receives the higher level of care as soon as possible.

ROLES AND RESPONSIBILITIES: AMBULANCE SERVICES/COUNTY EMS

1. Transport of individuals to medical facilities

Within Madera County, this is consistent with [CCEMSA Destination Policy #547](#)

2. Transport of individuals to in-patient psychiatric facilities

Within Madera County, this is consistent with [CCEMSA Destination Policy #547](#)

TRAINING

1. The community partners on this protocol agree to ensure that all agency personnel involved in carrying out the agreements shall be trained in this response protocol.

2. The community partners agree to establish a training plan/calendar for all agency personnel on issues dealing with this 5150 protocol and other related mental health issues and to share in the delivery of that training based on their respective areas of expertise.
3. Madera County law enforcement agencies and Child Welfare Services will have the opportunity to participate in Crisis Intervention Team Training as it is available.
4. In accordance with this community protocol, all parties shall verify and ensure that its employees and agents are in good standing with their boards of licensure or certification; shall verify and ensure that its employees and agents have the appropriate education, knowledge, experience and clinical competency, commensurate with their responsibilities and job duties.

QUALITY REVIEW AND IMPROVEMENT PROCESSES

1. A Madera County 5150 Work Group will be formed with representation from all community stakeholders and will agree to meet at least annually to address issues including, but not limited to, this protocol; process improvement opportunities; case study reviews for training purposes; and related mental health issues that arise in the community.

ATTACHMENTS/LINKS

[CCEMSA Destination Policy #547](#)

- ♦ Attachment A - MH Crisis Evaluation Form

Approved as to Legal Form:
COUNTY COUNSEL

By: _____
Regina Garza, County Counsel

Approved as to Form
RISK MANAGEMENT

By: _____
Darin McCandless, Deputy CAO



MADERA COUNTY BEHAVIORAL HEALTH SERVICES Administration

CHRISTINE DOSS, LCSW
DIRECTOR OF BEHAVIORAL HEALTH SERVICES

- MENTAL HEALTH DIRECTOR
- ALCOHOL/DRUG PROGRAM ADMINISTRATOR

P.O. BOX 1288
MADERA, CA 93639-1288
PHONE (559) 395-0451
FAX (559)
CONFIDENTIAL CLIENT INFORMATION FAX (559) 661-2818

HOSPITAL CRISIS EVALUATION

Patient Name: _____

Referring Physician: _____

- ☐ 5150, see attached 5150 Evaluation Form
- ☐ Refused Services
- ☐ Not 5150

Mental Status: _____

Resolution/Referral: _____

Crisis Worker

Date Time

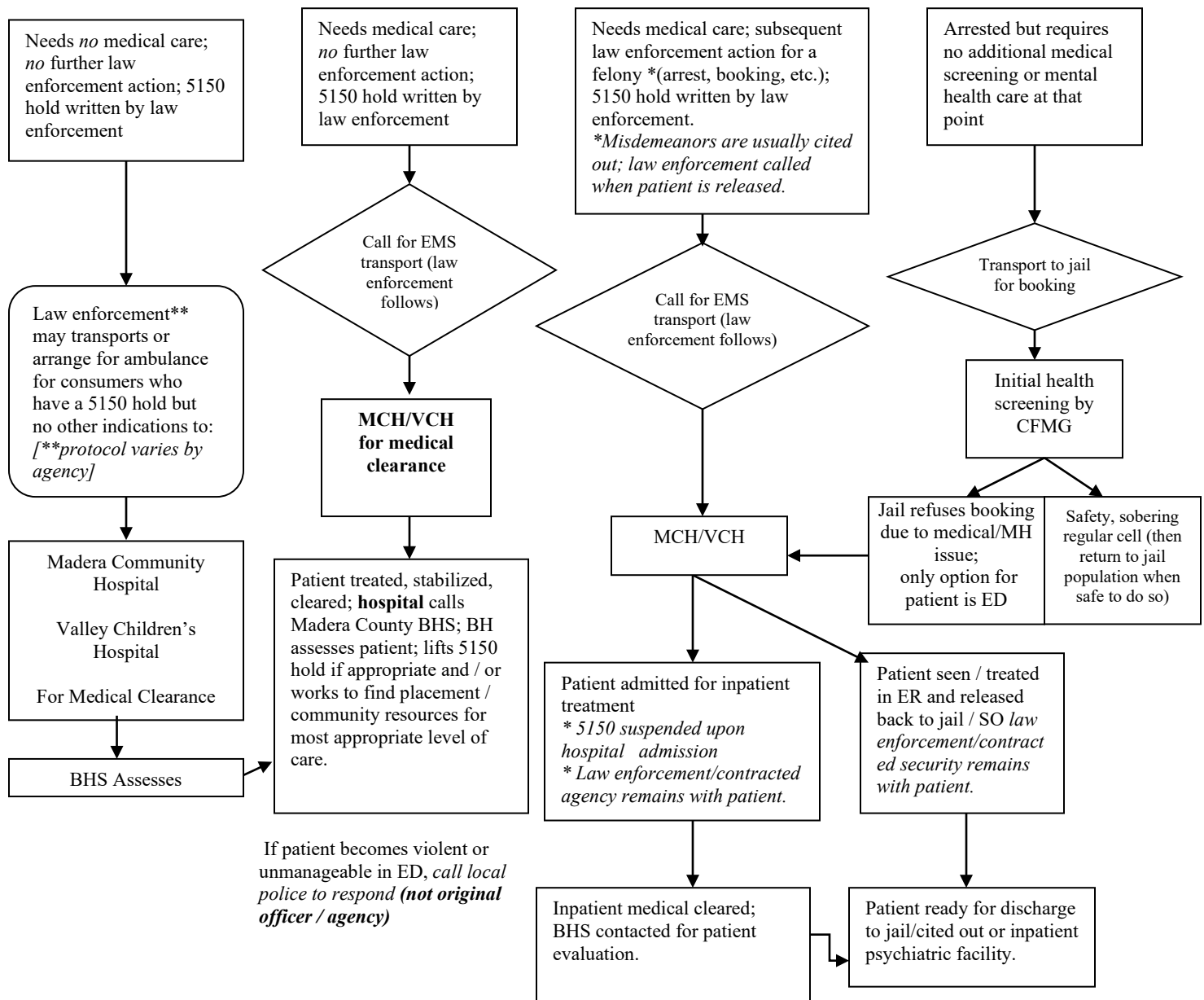
ACCESSING THE MENTAL HEALTH SYSTEM:

CITIZEN / CONSUMER MEETS LAW ENFORCEMENT

Law enforcement receives:

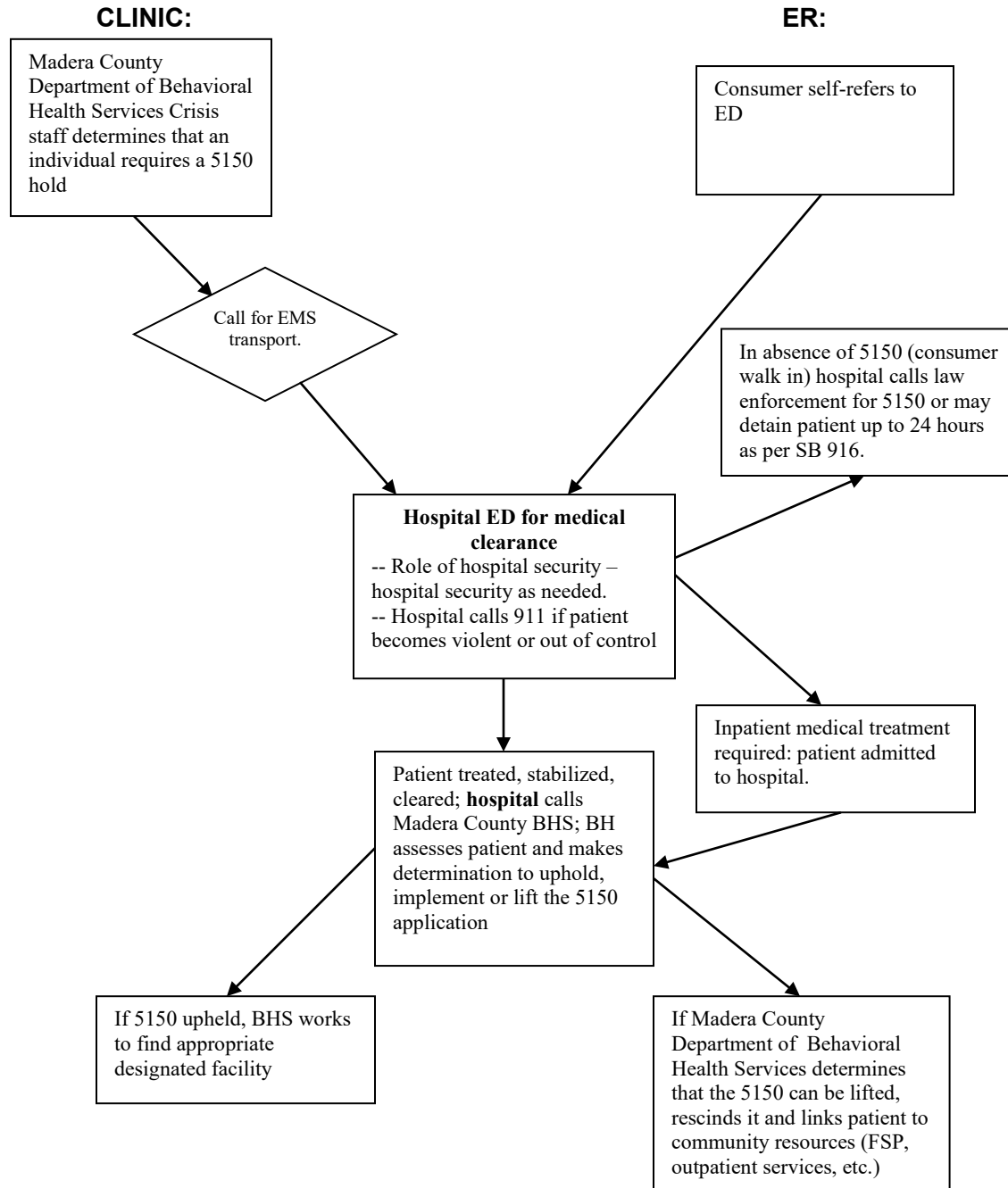
- Call from family / friend / consumer (self) / community member or agency.
- Call due to suspected criminal activity.
- Call due to known criminal activity.
- Call from jail.

Law enforcement responds to a call and finds a person who...



ACCESSING THE MENTAL HEALTH SYSTEM:

BHS CLINIC REFERRALS, WALK-IN OR SELF-REFERRAL



SIGNATURES OF COUNTY PARTNERS TO THIS PROTOCOL

Madera County Behavioral Health Services

Signature

Date

Name: Christine Doss, LCSW

Title: Director of Behavioral Health Services

Madera County Probation Department

Signature

Date

Name: Chris Childers

Title: Chief Probation Officer

Madera County Department of Social Services

Signature

Date

Name: Deborah Martinez

Title: Director of Social Services

Madera County Sheriff's Department

Signature

Date

Name: Tyson Pogue

Title: Sheriff - Coroner

SIGNATURES OF COMMUNITY PARTNERS TO THIS PROTOCOL
(Continued)

California Highway Patrol-Madera

Signature

Date

Name: Sean Haller

Title: Lieutenant Commander, Madera Area

Children's Hospital Central California

Signature

Date

Name: Todd Suntrapak

Title: President & Chief Executive Officer

Chowchilla Police Department

Signature

Date

Name: Jeffrey Palmer

Title: Chief of Police

Madera County Community Hospital

Signature

Date

Name: Steve Stark

Title: Chief Executive Officer

SIGNATURES OF COMMUNITY PARTNERS TO THIS PROTOCOL
(Continued)

City of Madera Police Department

Signature

Date

Name: Giachino Chiaramonte

Title: Chief of Police

Pistoresi Ambulance Service

Signature

Date

Name: Ted Pistoresi

Title: Owner, General Manager

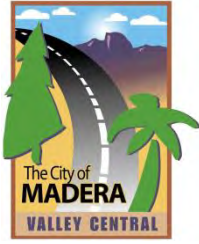
Oakhurst Area CHP

Signature

Date


Name: Chris Albanese

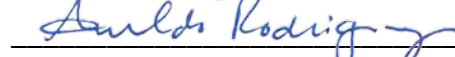
Title: Lieutenant Commander



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Human Resources Director


Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-9

SUBJECT:

Assignment of an Airport Ground Lease Agreement between the City of Madera and WSD, LLC, to Wood Cattle Company, LLC

RECOMMENDATION:

Adopt a resolution approving the assignment of an airport ground lease agreement dated February 19, 2025, between the City of Madera and WSD, LLC, to Wood Cattle Company, LLC

SUMMARY:

In July 2020, WSD, LLC, entered a ground lease agreement for airport property and thereafter constructed an aircraft hangar. David E. Wood, the manager and sole member of WSD, LLC, wishes to assign the lease to another entity of which he is also the manager and sole director, Wood Cattle Company, LLC, due to reorganizing his business operations.

DISCUSSION:

On July 15, 2020, David E. Wood, manager and sole director of WSD, LLC, entered a ground lease agreement with the City of Madera for airport property to construct an aircraft hangar and thereafter constructed one. Mr. Wood owns and manages several business entities, and due to reorganizing his business operations, he seeks the City's consent to assign the lease to another entity of which he is also the manager and sole director, Wood Cattle Company, LLC. Staff have confirmed the membership of those business entities with the California Secretary of State. Other than the change in lessee name, no other changes to the lease are requested, thus all terms and conditions will remain the same.

Because the lease agreement requires prior written consent from the City to be assigned, Mr. Wood seeks the City's consent. The Federal Aviation Administration leaves governance of local airport matters, such as assignments, to local jurisdictions, and does not review aeronautical lease agreements nor is FAA approval required prior to entering a lease. A diagram of the hangar's location at the airport is shown below.



Figure 1. Subject Lease Location

FINANCIAL IMPACT:

The proposed assignment will not have any fiscal impact on the Airport Fund.

ALTERNATIVES:

The City Council may elect not to approve the assignment of the lease from WSD, LLC, to Wood Cattle Company, LLC.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Assignment, Assumption, and Consent to Assignment of Lease Agreement–Airport Property (WSD, LLC, July 15, 2020)
2. Lease Agreement – Airport Property Between the City of Madera and WSD, LLC

Attachment 1: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE ASSIGNMENT OF AN AIRPORT GROUND
LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND WSD, LLC, TO
WOOD CATTLE COMPANY, LLC**

WHEREAS, the City of Madera ("City") and WSD, LLC, were parties to a lease agreement for airport property dated July 15, 2020; and

WHEREAS, WSD, LLC, wishes to assign the lease to Wood Cattle Company, LLC; and

WHEREAS, Wood Cattle Company, LLC, wishes to assume the lease; and

WHEREAS, prior written consent from the City is required to assign the lease.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, hereby resolves, determines, finds, and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves the Assignment, Assumption and Consent to Assignment of Lease Agreement – Airport Property (WSD, LLC, July 15, 2020), attached as Exhibit 1 and incorporated herein.
3. This resolution is effective immediately upon adoption.

* * * * *

**Exhibit 1: Assignment, Assumption, and Consent to Assignment of Lease
Agreement—Airport Property (WSD, LLC, July 15, 2020)**

Recording Requested by and
When Recorded Return to:

City of Madera
Madera Municipal Airport
4020 Aviation Drive
Madera, California 93637

(Space Above This Line for Recorder's Office Use Only)

**ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT OF
LEASE AGREEMENT – AIRPORT PROPERTY
(WSD, LLC, JULY 15, 2020)**

This Assignment, Assumption And Consent To Assignment Of Lease Agreement – Airport Property (WSD, LLC, July 15, 2020) ("Assignment") is entered into as of this 19th day of February, 2025 ("Effective Date"), by and between WSD, LLC, a California limited liability company ("Assignor"), and Wood Cattle Company, LLC, a California limited liability company ("Assignee"), and the City of Madera, a municipal corporation ("City").

RECITALS

A. City and Assignor are parties to that certain Lease Agreement – Airport Property (WSD, LLC, July 15, 2020) dated July 15, 2020, and recorded July 31, 2020, as Instrument No. 2020017824 of Official Records of Madera County, California (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

B. The Agreement provides for the lease of certain real property and development of the property depicted and legally described in Exhibits "A" and "B" of the Agreement ("Premises").

C. Pursuant to Section 11 of the Agreement, Assignor (referred to as "Tenant" in the Agreement) may assign the Agreement to another only upon City's approval of an assignment and assumption agreement.

D. Assignor now desires to transfer to Assignee all of Assignor's interest in the Property, along with all of Assignor's rights and obligations under the Agreement, and Assignor and Assignee desire to obtain City's specific consent to such transfer.

E. Assignor and Assignee hereby represent to City that Assignee shall perform all obligations of Assignor under the Agreement, and that Assignee (i) has the financial strength and

capability to perform such obligations and (ii) has sufficient experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

F. Based upon such representation, City wishes to consent to such transfer subject to the terms of this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, Assignor and Assignee agree as follows:

1. Representations. Assignor and Assignee represent and certify the following:
 - a. That all of the above recitals are true and correct.
 - b. To the best of Assignor's knowledge, no default presently exists under the Agreement and no state of facts exist which would constitute a default under the Agreement.
2. Assignment of Agreement. Assignor hereby assigns, sells, and conveys and otherwise transfers to Assignee all of Assignor's interests, title, rights, and obligations under the Agreement. This assignment shall be effective on the Effective Date, as first written above, provided that City consents thereto as evidenced by its execution of this Assignment in the space set forth below.
3. Assumption of Agreement. Assignee hereby accepts all of Assignor's interests, rights and obligations under the Agreement and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Agreement on, from and after the Effective Date. Assignee acknowledges that (i) it has received a copy of the Agreement and is fully familiar with its terms, and (ii) City has made no representations concerning the Agreement except as expressly provided herein. Assignee also acknowledges that the term of the Agreement expires December 1, 2049, as set forth in greater detail in Section 2 of the Agreement.
4. Replacement Insurance. Concurrent with execution, Assignee shall provide replacement insurance as required by Section 18 of the Agreement.
5. Full Force and Effect. The parties further agree that, except as specifically provided in this Assignment, the terms of the Agreement shall remain unchanged and in full force and effect.
6. No Effect on Other Agreements. This Assignment is only as to the Agreement identified above, and shall not be construed to affect any obligations or contract involving any other site or location.

7. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Madera County.
8. Due Execution. The person(s) executing this Assignment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Assignment on behalf of said party, (iii) by so executing this Assignment, such party is formally bound to the provisions of this Assignment, and (iv) the entering into this Assignment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Assignment as of the Effective Date.

ASSIGNOR:

WSD, LLC, a California limited liability company

*By _____

Name: _____

Title: _____

Dated: _____

ASSIGNEE:

WOOD CATTLE COMPANY, LLC, a California limited liability company

*By _____

Name: _____

Title: _____

Dated: _____

* Notary acknowledgment required for signatures.

(City's Consent to Assignment on next page)

CONSENT TO ASSIGNMENT

City hereby consents to the foregoing assignment to Assignee of Assignor's interests, rights and obligations set forth in the Agreement, and the corresponding acceptance thereof and assumption by Assignee of Assignor's corresponding interests, obligations, terms, covenants, and conditions made under the Agreement subject to all of the terms, covenants, and conditions set forth in this Assignment.

CITY OF MADERA,
a California municipal corporation

*

Cecelia K. Gallegos, Mayor

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MADERA

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	SIGNER(S) OTHER THAN NAMED ABOVE
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MADERA

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	NUMBER OF PAGES
<input type="checkbox"/>	TRUSTEE(S)	_____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING:		SIGNER(S) OTHER THAN NAMED ABOVE
(NAME OF PERSON(S) OR ENTITY(IES))		

**Attachment 2: Lease Agreement – Airport Property Between the City of Madera
and WSD, LLC**

2020017024

Rebecca Martinez
Madera County Clerk-Recorder

07/31/2020 10:20 AM

MADERA CITY

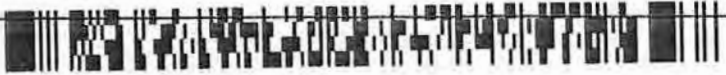
RECORDING REQUESTED BY CITY OF MADERA

AFTER RECORDING PLEASE MAIL TO:

City of Madera

Madera Municipal Airport
4020 Aviation Drive
Madera, California 93637

Titles: 1 Pages: 15
Fees: \$0.00
Taxes: \$0.00
Total: \$0.00



(Fee waived per Section 27383 of the Government Code, no fee due)
Term of Lease including options is less than 35 years

LEASE AGREEMENT - AIRPORT PROPERTY

BETWEEN THE CITY OF MADERA AND WSD, LLC

THIS LEASE AGREEMENT is made and entered into this 15th day of July 2020, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and WSD, LLC, a California limited liability company, 652 W Cromwell, #103, Fresno, CA 93711, hereinafter called "TENANT".

WITNESSETH

WHEREAS, CITY is the owner of certain real property situate in the County of Madera, State of California, which is being used for airport purposes; and

WHEREAS, Sections 37389 and 50478 of the Government Code of the State of California authorize a city to lease property owned by it for purposes incidental to aircraft, including construction and maintenance of hangars, service shops and other aircraft facilities; and

WHEREAS, TENANT desires to lease land from the CITY to construct improvements consisting of an aircraft hangar and related improvements as approved by the CITY on such land; and

WHEREAS, it is the mutual intent and desire of CITY and TENANT to enter into this Lease Agreement for the lease of property at the Madera Municipal Airport in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions hereinafter set forth, the parties hereto agree as follows:

1. Description of Property

CITY hereby leases to TENANT and TENANT hereby leases from CITY on the terms and conditions hereinafter set forth all that portion of City-owned real property situated in the County of Madera, State of California, more particularly described as Exhibits A and B attached hereto and incorporated herein by reference.

2. Term

Except as provided in Paragraph 5 hereof, the term of this lease agreement shall be for a period of **Twenty Nine (29) years and Six (6) months** commencing on **July 16, 2020** and terminating **December 1, 2049**, subject to any other provisions for termination provided for herein.

3. Rent

Except as hereinafter provided, the rent for the leased property which TENANT hereby agrees to pay to CITY without deduction or offset at City Hall, 205 W. 4th Street, Madera, California, or at such other place or places as may be designated from time to time by CITY is calculated as follows:

Commencing on July 16, 2020 rent shall be the sum of Eleven Thousand Eight Hundred Forty and 00/100 Dollars (\$11,840.00) per year (based on \$.32 per square foot per year for 37,000 square feet), payable in monthly installments of \$986.67 in advance, until the end of the first five years of this lease agreement. Rent for the first month shall be prorated based on effective date of lease. At the end of each five-year period, the annual rent shall be adjusted in accordance with the 1982-1984 based San Francisco-Oakland-Hayward All Urban Consumer Price Index (CPIU) calculated by the Federal Government. The CPIU Index was 299.69 for February 2020 and will be the base starting Index number. Said adjustments shall be in an amount equal to the percentage increase of said CPIU. Said rental payments shall not decrease regardless of the CPIU.

4. Use Purposes/Access

TENANT covenants to occupy the steel hangar building on the property for the sole purpose of aircraft storage, routine service, maintenance and repair of any and all present (including Cessna Citation 750 (X), Raytheon King Air C90 GTX, Airbus AS 350 Helicopter) and future aircraft owned or leased by TENANT. TENANT shall not use or permit said property, or any portion thereof, to be used for the purpose of selling aviation fuels to the public without prior written consent of the CITY. TENANT shall not use or permit the property or any part thereof to be used as a primary operating base/headquarters/main office etc. for a purely non-aeronautical related business or enterprise, nor allow use of such property by employees of such non-aeronautical business, or for the storage of any parts, supplies and equipment related to non-aeronautical business.

During the term of this lease agreement, TENANT shall have the right to use all taxiways, roads, and access points to the property owned or controlled by the CITY, specifically including, without limitation, the rear taxiway providing access to the north side of the property and the hangar to be built on the property along with all runways and helipads located at the airport pursuant to CITY rules and regulations.

During the term of this lease agreement, all improvements constructed on the leased property by TENANT shall be owned by TENANT until expiration of this lease agreement or until earlier termination of this lease agreement as hereinafter provided. Any improvements constructed by TENANT are subject to Section 17 of this lease agreement and construction is not permissible until the CITY has approved the building plans and specifications. TENANT shall not, however, remove any improvements from the leased property, nor waste, destroy or modify any improvements except as may be permitted by this lease agreement. Ownership and/or disposition of all such improvements upon expiration or sooner termination of the lease agreement shall be as provided for in Paragraph 5 as appropriate.

5. Termination

This lease agreement shall terminate at the end of the term hereof, and TENANT shall have no further right or interest in the leased property or the improvements thereon. The hangar building shall

thereupon become the property of the CITY at no cost to the CITY. TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership of the hangar building to CITY. Said hangar building shall be given over to CITY free of any encumbrances, liens, claims or demands of any nature whatsoever. TENANT may install (or remove) a jet fuel bulk storage tank and associated pumping equipment on the leased property at any point during the term of this agreement. Installation must comply with all applicable local, state, and federal laws and regulations. Any such tank and pumping equipment situated on the leased property at the end of term shall become the property of the CITY at no cost to CITY. TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership of the tank and pumping equipment to CITY.

If CITY elects to have all such improvements remain on the property and become the property of CITY at no cost to CITY and TENANT has not defaulted in any of the terms and conditions of this lease agreement, TENANT shall then have the right of first refusal of any such rental agreement for said property and improvements upon the terms and conditions then offered by CITY.

6. Utilities

TENANT shall pay for all water, sewer, gas, heat, light, power, telephone service, waste disposal and all other services supplied to the property, including coordination with the suppliers of said services and pay the cost of installation and maintenance thereof, if any.

7. Water/Improvements/Maintenance and Repair of Airport Property

CITY warrants that the on-site fire hydrants have sufficient available flow to meet the water demand required by TENANT's anticipated development evidenced by the building plans submitted to the CITY for processing and approval, and CITY shall provide TENANT with supporting documentation evidencing the same. TENANT agrees that it shall install at his/its sole cost and expense the improvements as approved by CITY pursuant to its standard processing procedures and guidelines. In addition, CITY shall: (a) Comply with FAA regulations in performing inspections and repairs of airport taxiway, runways and electrical systems for hazardous conditions, (b) repair and maintain required airport electrical and landing systems to assure that such airport equipment and pavement surfaces are safe for operating aircraft use, (c) replace airfield lights that are defective, (d) inspect and confirm that all pavement markings on runways, taxiways, and all paved areas are clear and vivid and repaint as needed, (e) provide, repair and maintain airport lighting including, without limitation, taxiway and helipad lights, airfield guidance signs, and runway guard lighting, (f) provide and maintain taxiways' pavement width requirements, (g) provide at least five (5) days' written notification to TENANT for maintenance or closure of any materials areas of airport, (h) clean and sweep pavement surfaces and mow airfield grass and safety areas, (i) perform weed control activities, maintain airport grounds, including landscaped areas, lawns, irrigation and irrigation systems, (j) maintain and secure airport access points, (k) routinely inspect automatic gates, entry keypads and exit loops are in good working condition and repair as necessary, and (l) routinely confirm access codes are available for tenant access.

8. Maintenance of Property and Improvements

TENANT shall, at his sole cost and expense, keep and maintain the property and improvements thereon, if any, regardless of ownership, and all portions thereof, in safe and sanitary order, in good state of repair and shall keep the property clean and free of weeds, debris and other unsightly or unsafe matter including, but not limited to, containers and paraphernalia connected with aircraft operations, maintenance and repair, and shall properly dispose of all debris and other waste matter which may accumulate. TENANT shall provide proper metal containers with proper covers for the temporary keeping of solid or liquid waste on the property. TENANT agrees to prevent any and all lubricants and cleaning and striping materials from

contacting the pavement and storm water runoff system. In connection with TENANT'S permitted use of the property, it is expressly understood and agreed that no aircraft are to be dismantled other than inside the hangar and no outside storage of disassembled aircraft or aircraft parts shall be permitted. TENANT agrees to maintain the property in an acceptable manner as may be required of all other tenants by the Airport Manager. CITY reserves the right to require the paved apron to be cleared of all aircraft for use by others during special events, without compensation to TENANT, including but not necessarily limited to an annual air show and such other special activities as may be determined by the CITY.

9. Compliance with Laws

TENANT agrees that he will not use or permit said property to be used for any unlawful purpose or for any purpose which will injure the reputation of the Madera Municipal Airport of which the property is a part. TENANT shall not commit nor suffer to be committed any waste upon the property, or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant of the Madera Municipal Airport of which the property is a part. TENANT shall, at his sole cost and expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements now in force or which may hereafter be in force of Federal, State, County and City governments or other lawful governmental bodies or any of their departments, bureaus or officers having jurisdiction over the property or any of the activities conducted thereon. TENANT agrees to observe and obey during the term of this lease agreement all laws, ordinances, rules and regulations now in effect or promulgated in the future by CITY and/or by any other proper authority having jurisdiction over the conduct of operations at the Madera Municipal Airport. TENANT shall do all things which may be required of him or be deemed necessary on account of the use by TENANT of said property, and TENANT shall and does agree to pay, at his sole cost and expense, all fines, penalties, damages, costs and expenses that may in any manner arise out of or be imposed because of the failure of TENANT to comply with this paragraph. TENANT shall defend and does hereby agree to save CITY harmless from any damage, injury or loss suffered by reason of any breach by TENANT of this Paragraph 9.

10. Environmental Indemnification by Tenant

TENANT agrees to indemnify, defend by counsel acceptable to CITY and hold CITY, its appointive and elective boards, commissions, officers, employees, volunteers and agents (hereinafter in this Paragraph 10 only referred to collectively as "City Personnel") harmless from and against and in respect of any and all claims, damages (including, without limitation, diminution deficiencies, interest, penalties, attorney's fees and all amounts paid in defense or settlement of the foregoing whether or not arising out of third-party claims, which may be imposed upon or incurred by Landlord or asserted against City Personnel by any other party or parties (including governmental entities), in connection with any environmental conditions or the remediation of any environmental conditions (hereafter discovered), or any environmental noncompliance arising out of, resulting from, or attributable to, the assets, business, or any claims, expenses, losses, liabilities, etc. resulting from the alleged exposure of any person to environmental conditions, regardless of whether such environmental conditions or exposure resulted from activities of TENANT or TENANT'S agents, representatives, employees or independent contractors, and the breach of any of CITY'S representations and warranties. TENANT'S obligations pursuant to this paragraph shall exist regardless of whether CITY is alleged or held to be strictly or jointly and severally liable.

11. Assignment

TENANT shall not assign this lease agreement or any interest therein, and shall not sublet the premises or any portion thereof or any rights or privileges appurtenant thereto or suffer any other person (agents and servants of CITY excepted) to occupy or use the said property or any portion thereof without the prior written consent of CITY. Consent to one assignment, subletting, occupation or use by another

person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such prior written consent shall be void and shall at the option of CITY terminate this lease agreement. This lease agreement shall not, nor shall any interest therein, be assignable as to TENANT'S interest by operation of law without the prior written consent of CITY. TENANT agrees that in the event all or substantially all of TENANT'S assets are placed in the hands of a receiver or trustee and such receivership or trusteeship continues for a period of thirty (30) days, or should TENANT make an assignment for the benefit of creditors, or be finally adjudicated bankrupt, or should TENANT institute any proceeding under the Bankruptcy Act as the same now exists or any amendment thereof which may hereafter be enacted, or any other act relating to the subject of bankruptcy wherein TENANT seeks to be adjudicated bankrupt, or to be discharged of his debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against TENANT under any such bankruptcy by pleading or default, then this lease agreement or any interest in and to the property shall not become an asset in any such proceedings, and in any such event and in addition to any and all rights and remedies of CITY hereunder or by law provided, it shall be lawful for CITY to declare the term hereof ended and for CITY to re-enter the property and take possession thereof and remove all persons therefrom, and TENANT shall have no claim thereon or hereunder.

12. Abandonment

TENANT shall not vacate or abandon the property described herein at any time during the term hereof. If TENANT should abandon, vacate or surrender said property or be dispossessed thereof by process of law or otherwise, any personal property belonging to TENANT and left on said property shall be deemed to be abandoned at the option of CITY.

13. Time

Time is of the essence for this lease agreement.

14. Binding on Successors

The covenants, terms, and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto and all such parties shall be jointly and severally liable hereunder.

15. Waiver

The waiver by CITY of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by CITY shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant, or condition of this lease agreement, other than the failure of tenant to pay the particular rental so accepted, regardless of CITY'S knowledge of such preceding breach at the time of acceptance of such rent.

16. Right of Entry/Photograph

CITY reserves the right to enter upon the property at a reasonable time for the purpose of making any inspection it may deem expedient or desirable for the proper enforcement of any terms, conditions, provisions, and covenants of this lease agreement. Unless in times of emergency, neither the CITY nor CITY's tenants at the airport will photograph or access the property or the hangar to be constructed thereon unless and until: (a) the CITY has provided TENANT with at least 48 hours' prior written notice of its

desire to photograph or access the property or hangar, and (b) the parties have agreed to a mutually convenient time for such photograph or access.

17. Alterations: Removal or Additions

TENANT shall not make or allow to be made any additions or alterations on said property or any part thereof, without approval of CITY of the plans and specifications therefor first had and obtained. Any additions to or alterations of said property except installation of movable furniture and or trade fixtures shall become at once a part of the realty and shall belong to CITY.

TENANT shall keep the property free from any liens arising out of any work performed, materials furnished or obligations incurred by TENANT. In the event that TENANT desires to make any alterations or improvements, plans and specifications thereof shall be submitted to CITY and, if authorized, completion thereof shall be made to the satisfaction of CITY.

18. Insurance

Without limiting Tenant's indemnification of City, and prior to commencement of Occupation or Construction, Tenant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all SubTenants and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Tenant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Aircraft Liability** insurance with a minimum limit of \$2,000,000 per accident and aggregate covering liability for bodily injury (including death), passenger liability, and property damage liability. Aircraft Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Tenant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease, if applicable to Tenant's operations. Tenant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **Property** insurance against all risks of loss to any Tenant improvements or betterments. Policy should be for full replacement cost with no coinsurance penalty provision.

Maintenance of Coverage

Tenant 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 Tenant, his agents, representatives, employees, SubTenants or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

Tenant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Tenant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Tenant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

Tenant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

19. Airport Appropriated by Federal Government

In the event that the Madera Municipal Airport or any portion thereof is appropriated by the Federal Government in a national emergency and as a result thereof civil aircraft are prohibited from using said airport, and as a result thereof TENANT is otherwise prohibited by Federal Law, rule or regulation from using and occupying the property, and TENANT for such reason does not use or occupy said property and TENANT is not compensated for damages caused thereby, then during the period in which all such conditions exist the rental herein required to be paid shall be suspended. Except for such suspension or rental, each and every provision, term, covenant and condition of this lease agreement shall remain in force and effect, including, but not by way of limitation, TENANT'S obligation to maintain the property. The terms of this lease agreement shall not be extended because of the occurrence of the above conditions.

20. Taxes

TENANT shall take notice the property interest created herein may be subject to taxation and the party in whom the possessory interest is vested (TENANT) may be subject to payment of property taxes on such interest. TENANT shall be responsible for and shall pay all possessory interest tax which may be assessed or levied, if any, on the property.

21. Hold Harmless Agreement

TENANT shall indemnify, defend, and hold harmless the CITY, its appointive and elective boards, officers, commissions, employees, agents, and volunteers ("City indemnities") harmless from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, , including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of TENANT'S occupation and use of said property or any one or more persons directly employed by or acting as agents for TENANT or as contractors of TENANT, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnities are made a part to any action, lawsuit, or other adversarial proceeding arising from TENANT'S occupation and use of said property, TENANT agrees to and shall defend City indemnities, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims. CITY does not and shall not waive any rights against TENANT which he may have by reason of this hold harmless agreement, by reason of acceptance by CITY or deposit with CITY by TENANT of any insurance policies or certificates of insurance described in Paragraph 18 hereof, and provided further that this hold harmless agreement shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of any of TENANT'S operations, whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages, and is deemed to include any damages or injuries to CITY, CITY'S property, officers or employees.

22. Use of Airport Facilities

Subject to the terms and conditions stated herein, it is understood and agreed that TENANT shall have the right to use wash racks and other facilities off of the property the same as other users on a first-come, first-serve basis.

23. Breach of Lease Agreement

In the event of any breach of this lease agreement by TENANT, and after the cure period as provided herein below, TENANT is still in breach and it has not been cured, CITY, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the property. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of TENANT. Should CITY elect to re-enter as herein provided, or should CITY take possession pursuant to legal proceedings or pursuant to any notice provided for by law, CITY may either terminate this lease agreement or may, from time to time, without terminating this lease agreement, re-let said property or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as CITY, in its sole discretion, may deem advisable with the right to make alterations and repairs to the said property. Rentals received by CITY from such re-letting shall be applied first to payment of any indebtedness other than rent due hereunder from TENANT to CITY; second, to payment of rent due and unpaid hereunder; third, to payment of any cost of such re-letting, and fourth, to the payment of the cost of any alterations and repairs to the property. The residue, if any, shall be held by CITY and applied to payment of future rent as the same may become due and payable hereunder. Should such rent received from such re-letting during any period be less than that agreed to be paid during that period by TENANT hereunder, then TENANT shall pay such deficiency to CITY. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by CITY shall be construed as an election on its part to terminate this lease for any breach. In addition to any other remedy it may have, CITY may recover from TENANT all damages it may incur by reason of such breach, including the cost of recovering the property and including the worth at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease agreement for the remainder of the stated term over the then reasonable rental value of the stated term.

The failure or delay by TENANT to perform any term or provision of this lease agreement constitutes a default under this lease agreement. TENANT shall immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy within thirty (30) days from the date written notice of such default is sent to TENANT by CITY. During any period of cure, correction or remedy, TENANT shall not be in default.

CITY shall give written notice of default to TENANT, specifying the default alleged by the CITY. Except as required to protect against further damages, and except as otherwise expressly provided above, the CITY may not institute proceedings against the TENANT in default until thirty (30) calendar days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of the default.

Except as otherwise expressly provided in this lease agreement, any failure or delay by CITY in asserting any of its rights or remedies as to TENANT'S default shall not operate as a waiver of such right or remedies or deprive CITY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Whenever the CITY delivers any notice or demand to the TENANT with respect to any breach or default by the TENANT under this lease agreement, the CITY shall at the same time deliver a copy of such notice or demand to each holder of record of any security interest authorized by the CITY under this lease

agreement. Each such holder shall (insofar as the rights of the CITY are concerned) have the right at its option, within forty-five (45) calendar days after receipt of the notice, to cure or remedy, or to commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing in this lease agreement shall be deemed to permit or authorize such holder to ~~undertake or continue the construction or completion of any building or related improvements (beyond the~~ extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the TENANT'S obligations to the CITY by written agreement satisfactory to the CITY. In that event, the holder must agree to complete, in the manner provided in this lease agreement, that portion of the Project or related improvements to which the lien or title of such holder relates, and must submit evidence satisfactory to the CITY that it has the qualifications and financial ability to perform such obligations.

24. Airport Restrictions

It is hereby expressly understood and agreed that this lease agreement is subject to all applicable ~~terms and conditions of that certain instrument of release dated September 7, 1962, executed by the~~ Administrator of the Federal Aviation Agency acting on behalf of the United States of America, recorded September 20, 1962, in Book 839, at page 540, Official Records of Madera County, California, and particularly the following reservations, covenants and conditions, to which TENANT hereby agrees to be bound:

a. "There is hereby reserved to the City of Madera, California, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the property herein leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on Madera Municipal Airport.

b. The TENANT by accepting this lease agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the property leased hereunder above a mean sea level elevation of 348 feet. In the ~~event the aforesaid covenant is breached, the City of Madera, California reserves the right to enter on the~~ property leased hereunder and to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of TENANT.

c. The TENANT by accepting this lease agreement expressly agrees for itself, its successors and assigns, that it will not make use of the property in any manner which might interfere with the landing and taking off of aircraft from said Madera Municipal Airport or otherwise constitute an airport hazard. In the ~~event the aforesaid covenant is breached, the City of Madera, California, reserves the right to enter on the property leased hereunder and cause the abatement of such interference at the expense of the~~ TENANT.

25. Condemnation Clause

If any part of the property shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this lease agreement shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that TENANT shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire property at the date of condemnation; provided, however, in such event CITY shall have the option to terminate this lease agreement as of the date when title to the part so condemned vest in the condemner. If all the property or such part thereof be taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this lease agreement shall thereupon terminate. If a part or all of the

property should be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the CITY and TENANT shall have no claim thereto and TENANT hereby irrevocably assigns and transfers to CITY any right to compensation or damages to which TENANT may become entitled during the term hereof by reason of the condemnation of all or a part of the property.

26. Litigation Involving Lease Agreement

In the event that CITY is made a party to any litigation concerning this lease agreement or the property by reason of any act of omission by TENANT, TENANT promises to hold CITY harmless and indemnify CITY from all loss or liability, including reasonable attorney's fees necessarily incurred by CITY in such litigation. In case suit shall be brought for unlawful detainer of said property, for the recovery of any rental due under the provisions hereof, or because of the breach of any other covenant, term, condition or provision herein contained on the part of TENANT to be kept or performed, and CITY prevails therein, TENANT shall pay to CITY a reasonable attorney's fee which shall be fixed by the Court; provided, however, in the event either party finds it necessary to institute suit for any other purpose in connection with the terms of or the enforcement of this lease agreement, it is agreed that the prevailing party shall collect from the losing party reasonable attorney's fees which shall be fixed by the Court, plus actual costs of suits incurred.

27. Non-Discrimination

TENANT for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof does hereby covenant and agree as a covenant running with the property, that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination;
- c. TENANT shall use the property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;
- d. Notwithstanding any other provisions of this lease agreement, in the event of breach of any of the above non-discrimination covenants, the City of Madera shall have the right to terminate this lease agreement and to re-enter and repossess said property and the facilities thereon, and hold the same as if said lease agreement had never been made or issued.

28. Self-Fueling of Aircraft and On-Site Fuel Storage

TENANT is authorized to self-fuel aircraft that he may own or lease and are stored on the leased premises. TENANT is authorized to install one above-ground aircraft jet fuel bulk storage tank on the leased premises the capacity of which shall not exceed 12,500 gallons. TENANT must provide sufficient fuel tank specifications and a tank installation site plan to the City of Madera Building Division to verify that all building and fire code, safety and environmental requirements are met prior to issuance of a tank installation permit. This agreement does not permit aviation gasoline bulk storage on the leased premises. Aviation gasoline bulk storage on the premises would require additional written consent of the CITY.

29. Fuel Flowage Fee

In the conduct of self-fueling his aircraft, TENANT shall pay a Fuel Flowage Fee for all aircraft fuel brought onto the Madera Municipal Airport in bulk quantities. The flowage fee shall be in accordance with the current City Council Resolution...."Establishing rates and charges for use of facilities and maintenance of activities at Madera Airport " City Council Resolution #05-63 effective March 16, 2005, establishes the starting fuel flowage fee of \$.06 per gallon for this agreement. TENANT shall provide the Airport Operations Manager with copies of all bulk fuel delivery invoices within five days of TENANT's receipt of such invoices from the fuel provider. Flowage fees will be verified by the City of Madera Finance Department and added to TENANT's next monthly ground rent billing.

Effective the day and year first above written.

CITY OF MADERA,
a Municipal Corporation of
the State of California

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



TENANT:

WSD, LLC, a California
limited liability company

By:

David E. Wood,
Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of FresnoOn July 13, 2020

Date

before me, PATSY R. BARBER, Notary Public

Here Insert Name and Title of the Officer

personally appeared DAVID E. WOOD

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Patsy R Barber

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF AND BEING A PORTION OF LOT 2 MADERA AIRPORT PARK SUBDIVISION AS PER MAP RECORDED SEPTEMBER 7, 1982 IN BOOK 29, AT PAGE 49 OF RECORD MAPS IN THE COUNTY RECORDERS OFFICE OF MADERA COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE, ALONG SAID SOUTH LINE OF SAID SECTION 9, SOUTH 89°47' 53" EAST, A DISTANCE OF 2646.89 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, THENCE, NORTH 00° 00'00" EAST, A DISTANCE OF 2899.32 FEET; THENCE, NORTH 45°07'36" WEST, A DISTANCE OF 1290.79 FEET TO THE **TRUE POINT OF BEGINNING**:

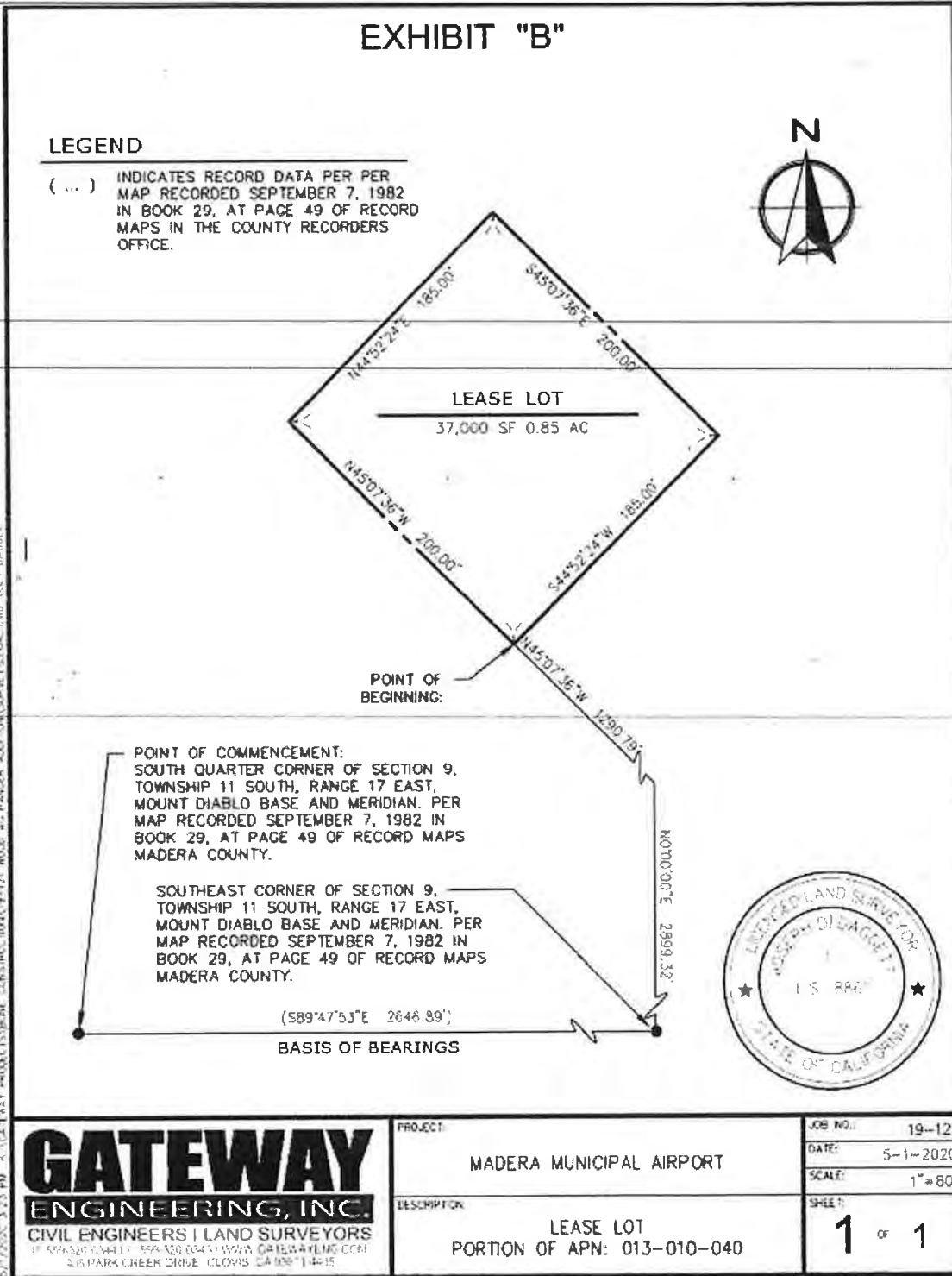
THENCE, NORTH 45°07'36" WEST, A DISTANCE OF 200.00 FEET; THENCE, NORTH 44°52'24" EAST, A DISTANCE OF 185.00 FEET; THENCE, SOUTH 45°07'36" EAST, A DISTANCE OF 200.00 FEET; THENCE, SOUTH 44°52'24" WEST, A DISTANCE OF 185.00 FEET TO THE **TRUE POINT OF BEGINNING**

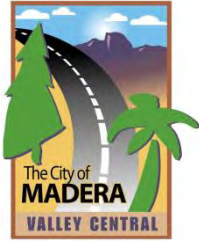
CONTAINING AN AREA OF ±37,000 SQUARE FEET



EXHIBIT B

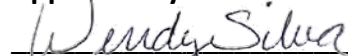
DEPICTION OF LEASED PROPERTY

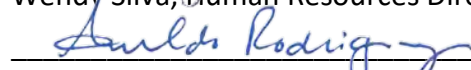




REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Human Resources Director


Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-10

SUBJECT:

First Amendment to Solar Power & Services Agreement Between SunE GIL1, LLC, and the City of Madera

RECOMMENDATION:

Adopt a resolution approving the First Amendment to Solar Power & Services Agreement between SunE GIL1, LLC, successor-in-interest to SunEdison Origination1, LLC, and the City of Madera

SUMMARY:

In 2009 SunEdison Origination1, LLC ("SunEdison") installed a leased solar array that tied into the Wastewater Treatment Plant (WWTP). In 2021 ENGIE Services, U.S., Inc. (ENGIE) began the installation of a City-owned solar array that also tied into the WWTP. The switchgear installed by SunEdison was upgraded by ENGIE to accommodate the combined loads from the two solar arrays. When City staff notified SunE GIL1, LLC, ("SunE GIL1") successor-in-interest to SunEdison, that their system needed to be turned off to install the upgraded switchgear, they reviewed the matter and requested to amend their original agreement by removing the switchgear from their covered equipment. As the new equipment was installed by ENGIE and is now part of the equipment covered under the agreement between the City and ENGIE for comprehensive energy upgrades, the portion of the SunEdison agreement relative to the switchgear is no longer applicable, leading to the request for an amendment.

DISCUSSION:

In 2009 the City desired to provide solar power electrical generation capability at the WWTP, and in August 2009, the City Council approved a 20-year lease agreement with SunEdison to install a solar array. Thereafter, SunEdison installed the solar array and electrical panel switchgear. SunE GIL1 is the current successor-in-interest to SunEdison.

In 2018 the City Council approved an agreement with ENGIE to develop an energy-conservation and retrofit plan for multiple City facilities that would save money by consuming less energy and

improve the sustainability of City operations. After the comprehensive plan was developed, the City Council approved an agreement with ENGIE and upgrades to 21 City facilities are nearing completion with higher efficiency lighting, HVAC upgrades, electric vehicle charging stations, solar streetlighting, and solar arrays throughout the City. Two new City-owned solar arrays were installed at the WWTP; one tied into the WWTP and the other tied into the utility grid to generate energy credits that lower the City's overall electric bill. The performance of the arrays is guaranteed to meet certain output levels for 20 years under a Savings Guarantee in the ENGIE agreement (Attachment 3: Energy Services Contract, pages 47-48). During the installation of the array that tied into the WWTP, ENGIE noted that the original electrical switchgear installed by SunEdison in 2009 would be inadequate to handle the combined electrical loads from both the SunEdison solar array and the newer ENGIE solar array. To accommodate the combined electrical loads from both solar arrays that tie into the WWTP, the City authorized ENGIE to upgrade the switchgear that had been installed by SunEdison in 2009.

Due to SunEdison's original switchgear being removed and replaced with newer switchgear specified by ENGIE, SunE GIL1 requests that their 2009 agreement be amended by removing the coverage of the switchgear as a warranted item. However, SunEdison will still be responsible for ensuring that the rest of their system is working per their original agreement from 2009. The upgraded switchgear and the solar array installed by ENGIE will be warranted by ENGIE to meet certain output levels for 20 years. Because this amendment will better clarify the responsibility of each installer towards the solar arrays and switchgear, staff recommends approval of this amendment. The First Amendment to Solar Power & Services Agreement references the City's interconnection agreement with PG&E; this interconnection agreement is provided as Attachment 4 for reference.

FINANCIAL IMPACT:

There is no financial impact to the City.

ALTERNATIVES:

The City Council may elect not to approve the amendment.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: SunE GIL1, LLC, First Amendment to Solar Power & Services Agreement
2. 2009 SunEdison Origination1, LLC, Solar Power & Services Agreement
3. 2019 ENGIE Energy Services Contract
4. PG&E Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)

Attachment 1: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE FIRST AMENDMENT TO SOLAR POWER &
SERVICES AGREEMENT BETWEEN SUNE GIL1, LLC, SUCCESSOR-IN-
INTEREST TO SUNEDISON ORIGATION1, LLC, AND THE CITY OF
MADERA**

WHEREAS, the City of Madera ("City") and SunEdison Origination1, LLC, ("SunEdison") were parties to a lease agreement to install a solar array; and

WHEREAS, the City of Madera later authorized ENGIE Services, U.S., Inc. ("ENGIE"), to install a second solar array; and

WHEREAS, the combined loads from the two arrays required ENGIE to upgrade the switchgear that was originally installed by SunEdison; and

WHEREAS, SunE GIL1, LLC, ("SunE GIL1") is the successor-in-interest to SunEdison; and

WHEREAS, SunE GIL1 desires to amend the original agreement to remove their warranty coverage of the new ENGIE switchgear from SunE GIL1's warranted system; and

WHEREAS, ENGIE will cover the switchgear and the solar array they installed with a 20-year Savings Guarantee; and

WHEREAS, a First Amendment to the Solar Power & Services Agreement between SunE GIL1 and the City of Madera has been prepared that is in the best interests of both the City and SunE GIL1.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, hereby resolves, determines, finds, and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves the First Amendment to Solar Power & Services Agreement between SunE GIL1, LLC, successor-in-interest to SunEdison Origination1, LLC, and the City of Madera, attached as Exhibit 1 and incorporated herein.
3. This resolution is effective immediately upon adoption.

* * * * *

Exhibit 1: First Amendment to Solar Power & Services Agreement

FIRST AMENDMENT TO SOLAR POWER & SERVICES AGREEMENT

This First Amendment to Solar Power & Services Agreement, dated as of September 6, 2024 (the “**Amendment**”), between SunE GIL1, LLC, successor-in-interest to SunEdison Origination1, LLC, a Delaware limited liability company (as successor to SunEdison Origination1, LLC, “**Provider**”), and City of Madera, CA (“**Purchaser**,” and together with Provider, the “**Parties**,” and each, a “**Party**”).

RECITALS

WHEREAS, the Parties have entered into that certain Solar Power & Services Agreement, dated as of August 19, 2009 (as amended or otherwise modified from time to time in accordance with its provisions, the “**Existing Agreement**,” which is attached hereto as “Attachment 1”); and

WHEREAS, the Parties desire to amend the Existing Agreement to reflect the installation of a neighboring photovoltaic system on the terms and subject to the conditions set forth herein; and

WHEREAS, pursuant to Section 18.2 of the Existing Agreement, the amendments contemplated by the Parties must be contained in a written agreement signed by an authorized representative of each Party.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Amendment Effective Date (as defined in Section 3), the Existing Agreement is hereby amended or modified as follows:

- (a) Section 1.1 of the Existing Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical order:

“Adjacent System” means the approximately 1,078.9 KW_{DC} fixed-tilt photovoltaic system installation along Avenue 13 at about 13048 Road 21 ½ in Madera California.

“Adjacent System Installation” means the construction, installation, start-up, testing and commissioning of the Adjacent System.

“Adjacent System Operations” means the operations of the Adjacent System.

“Coordination Study” has the meaning set forth in Section 7.2(g).

“Interconnection Drawing” means that certain Sheet Number E-600 of WWTP NEM As-Built drawings provided by the owner of the Adjacent System and attached hereto as Schedule 6 to Exhibit C.

“Revised Interconnection Agreement” means that certain Interconnection Agreement on the utility’s standard form to be executed by Purchaser in connection with the Adjacent System Installation.

“Switch” has the meaning given in Schedule 1 of Exhibit C.

(b) Section 4.3(b) of the Existing Agreement is hereby amended to read as follows (additions underlined; deletions in ~~strike~~through):

(b) **System Disruptions**. In the event that any act or omission of Purchaser or Purchaser’s employees, Affiliates, agents or subcontractors (collectively, a “**Purchaser Act**”) or the Adjacent System Installation or Adjacent System Operations results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay Provider for all work required by Provider to disassemble or move the System and (ii) continue to make all payments for the Solar Services during such period of System disruption (the “**Disruption Period**”), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced Solar Incentives during the Disruption Period. For the purpose of calculating Solar Services Payments and lost revenue for such Disruption Period, Solar Services shall be deemed to have been produced at the average rate over the preceding twelve (12) months (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation).

(c) Section 7.2(g) of the Existing Agreement is hereby added to read as follows: :

(g) Coordination study. Purchaser shall ensure that a breaker coordination study (the “Coordination Study”) is performed by a professional engineer which specifies how each overcurrent device within the System and the Adjacent System will be set in order to properly protect the System and all associated equipment. The Coordination Study shall include a list of settings for all applicable overcurrent devices, and Purchaser or its third-party contractor shall be responsible for implementing those settings. A copy of the Coordination Study shall be provided to the Provider to allow for safe and proper maintenance of the System in conjunction with the Adjacent System.

(d) Section 12.2 of the Existing Agreement is hereby amended to read as follows (additions underlined; deletions in ~~strike~~through):

12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to the aggregate Estimated Remaining Payment as of the date of the events giving rise to such liability, provided, however, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of personal injury, intellectual property infringement claims, or claims related to the Adjacent System Installation, Adjacent System Operations or Revised Interconnection Agreement, and (iii) any obligation of Purchaser to pay the Early Termination Fee.

(e) Section 16.2 of the Existing Agreement is hereby amended to read as follows (additions underlined; deletions in ~~strike through~~):

16.2 **Purchaser's Indemnity**. Subject to Section 12, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "**Provider Indemnified Parties**") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct or the Adjacent System Installation, Adjacent System Operations, or entry by Purchaser into the Revised Interconnection Agreement. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party

(f) Schedule 1 of Exhibit C of the Existing Agreement is hereby amended by inserting after the words "IEEE 1547 qualified" the following:

"The System shall comprise all components on the photovoltaic-facing side of the UTYDS-1 2500A Bolted Pressure Switch designated with the letter "(E)" for "Existing" in the Interconnection Drawing (the "Switch"), up to and including the cables exiting such switch. For the avoidance of doubt, Purchaser owns the Switch and shall bear all responsibility for operating and maintaining the Switch and the terminations within it."

(g) A new Schedule 6 to Exhibit C shall be added to the Existing Agreement in the form attached hereto as Attachment 2.

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of October 2, 2023 (the "**Amendment Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an

amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors’ rights generally or the effect of general principles of equity.

5. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(e) The Existing Agreement as amended by this Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained

herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.


(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

SunE GIL1, LLC

(successor-in-interest to

SunEdison Origination1, LLC)



By _____

Name: Elizabeth Brennan

Title: COO

City of Madera

By _____

Name:

Title:

Attachment 2: SunEdison Origination1, LLC, Solar Power & Services Agreement

RESOLUTION NO. 09-203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR CONSTRUCTION OF SOLAR POWER FACILITIES AT THE WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.

WHEREAS, The City advertised a Request for Proposal for installation of Photovoltaic (PV) power systems at various City facilities; and

WHEREAS, The City selected a vendor that met the requisite qualifications necessary for construction of such facilities; and

WHEREAS, The selected vendor proposed a system that exceeded the power production and efficiency standards proposed by other vendors; and

WHEREAS, The City desires to enter into the proposed contract with the selected vendor, subject to a determination by bond counsel that the proposed system located at the Wastewater Treatment Plant will have no detrimental effect on outstanding bond obligations for the Wastewater Treatment Plant.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City finds that the REC Solar, Inc. proposal for a Photovoltaic (PV) power system at the Wastewater Treatment Plant (WWTP) represents the best alternative to providing solar power generation at said facility and therefore awards the contract for installation of the PV system at the WWTP to the REC Solar, Inc. team which is inclusive of the system owner Sun Edison, LLC.
3. The Solar Power & Services Agreement is approved subject to the determination by bond counsel that the privately owned PV system will not have a detrimental effect on City bond obligations.
4. The Mayor is authorized to execute the contract on behalf of the City upon receipt of a favorable determination by bond counsel.

PASSED AND ADOPTED by the City Council of the City of Madera this 19th day of August, 2009 by the following vote:

AYES: Council Members Armentrout, Svanda, Poythress, Mindt, Bompreszi.

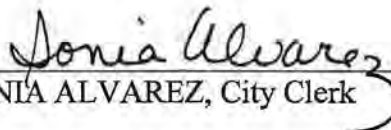
NOES: None.

ABSTENTIONS: None.

ABSENT: None.



SAM ARMENTROUT, Mayor

ATTEST:


SONIA ALVAREZ, City Clerk



APPROVED AS TO LEGAL FORM:
CITY ATTORNEY


By: RICHARD K. DENHALTER
8/20/09

SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement (the "Agreement") is made and entered into as of this 19th day of August, 2009 (the "Effective Date"), between SunEdison Origination1, LLC, a Delaware limited liability company ("Provider"), and City of Madera, CA, ("Purchaser"); and each a "Party" and together the "Parties".

RECITALS:

WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system on Purchaser's Premises (as hereafter defined) for the purpose of providing Solar Services (as hereafter defined), and Provider is willing to do same; and

WHEREAS, Provider desires to construct and operate solar facilities hereinafter described as the System (as hereafter defined) and sell to Purchaser electrical energy produced thereby; and

WHEREAS, Purchaser desires to provide Purchaser's Premises (as hereafter defined) to Provider for location of the solar facilities and to purchase the electrical energy producer thereon; and

WHEREAS, Exhibits A, B and C, and the terms and conditions contained in Schedules 1 through 5, inclusive, of Exhibit C of this Solar Power & Services Agreement, constitute the "Special Conditions" referred to in this Agreement, and are intended by the Parties to be included in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

GENERAL CONDITIONS

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Actual Monthly Production" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means, this Solar Power & Services Agreement.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license,

franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against

such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in California are required or authorized by Applicable Law to be closed for business.

“Commercial Operation Date” has the meaning set forth in Section 3.3(b).

“Disruption Period” has the meaning set forth in Section 4.3(b).

“Early Termination Date” means any date on which the Agreement terminates other than by reason of expiration of the then applicable Term.

“Early Termination Fee” means the fee payable by Purchaser to Provider under the circumstances described in Section 2.2, Section 2.3, Section 4.3(a) or Section 11.2.

“Effective Date” has the meaning first set forth herein in the Preamble of this Agreement.

“Environmental Attributes” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, Green-e® products.

“Estimated Remaining Payments” means as of any date, the estimated remaining Solar Services Payments to be made through the end of the then-applicable Term.

“Estimated Annual Production” has the meaning set forth in Section 5.2.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means, with respect to any tangible asset or service, the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.4.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provider financing to Provider (or an Affiliate of Provider) with respect to the System.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“General Conditions” means the Terms and Conditions set forth herein.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Indemnified Persons” means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

“Initial Term” has the meaning set forth in Section 2.1.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

“Invoice Date” has the meaning set forth in Section 6.2.

“kWh Rate” means the price per kWh set forth in Schedule 2 of the Special Conditions.

“Liens” has the meaning set forth in Section 7.1(e).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Option Price” has the meaning set forth in Section 2.3.

“Party” or “Parties” has the meaning first set forth in the preamble hereof.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Preamble” means the initial paragraph of this Agreement identifying the parties and the effective date of the Agreement.

“Premises” means the premises described in Exhibit A and Schedule 1 of Exhibit C, the Special Conditions. The Premises includes the entirety of any structures and underlying real property located in Exhibit A, at the address described in Exhibit C, Schedule 1 of the Special Conditions, but does not include the System.

“Provider” has the meaning set forth in the preamble of this Agreement.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 16.2.

“Purchase Date” means such Business Day that occurs on the date that is ninety one (91) days after each successive annual anniversary of the Commercial Operation Date, provided, however, that no Purchase Date shall occur prior to such date that is five (5) years and ninety one (91) days after the Commercial Operation Date.

“Purchaser Default” has the meaning set forth in Section 11.2(a).

“Purchaser Indemnified Parties” has the meaning set forth in Section 16.1.

“Renewal Term” has the meaning set forth in Section 2.1.

“Representative” has the meaning set forth in Section 15.1.

“Security Agreement” has the meaning set forth in Section 8.2.

“Solar Insolation” or “Insolation” means the amount of solar kWh per square meter falling on a particular location, as specified by Provider.

“Solar Power & Services Agreement” means this Solar Power & Services Agreement including the Schedules and Exhibits attached thereto, inclusive of the General Conditions and the Special Conditions.

“Solar Services” means the supply of electrical energy output and Environmental Attributes from the System.

“Solar Services Payment” has the meaning set forth in Section 6.1.

“Special Conditions” means Exhibit C and the Schedules contained therein.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

“System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of Exhibit C, the Special Conditions, but not including the Premises.

“System Operations” means the Provider’s operation, maintenance and repair of the System performed in accordance the requirements herein.

“Term” has the meaning set forth in Section 2.1.

“Transfer Time” has the meaning set forth in Section 4.3(a).

1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the

Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of this Agreement.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. During the Term, either Party may, subject to Sections 2.2 and 2.3, terminate the Agreement upon sixty (60) days' prior written notice to the other Party.

2.2 Early Termination. Purchaser may terminate the Agreement prior to any applicable Expiration Date for any reason upon sixty (60) days' prior written notice. In such event, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth on Schedule 3, Column 1, of Exhibit C the Special Conditions, and Provider shall cause the System to be disconnected and removed from the Premises. Upon Purchaser's payment to Provider of the Early Termination Fee, the Agreement shall terminate automatically.

2.3 Purchase Option. On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Early Termination Fee as of the Purchase Date, as specified in Schedule 3, Column 2 of Exhibit C, the Special Conditions. To exercise its purchase option, Purchaser shall, not less than one hundred and eighty (180) days prior to the proposed Purchase Date, provide written notice to Provider of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. Within thirty (30) days of receipt of Purchaser's notice, Provider shall specify the Option Price, and Purchaser shall then have a period of thirty (30) days after notification to confirm or retract its decision to exercise the purchase option or, if the Option Price is equal to the Fair Market Value of the System, to dispute the determination of the Fair Market Value of the System. In the event Purchaser confirms its exercise of the purchase option in writing to Provider (whether before or after any determination of the Fair Market Value determined pursuant to Section 2.4), (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of any Liens, and (B) assign all vendor

warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to Provider on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Provider or Provider's Financing Party, as applicable, for payments under the Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, the Agreement shall terminate automatically. Payment of the Option Price shall be in lieu of and instead of any payments as described in Section 2.3 hereof. In the event Purchaser retracts its exercise of, or does not timely confirm, the purchase option, the provisions of the Agreement shall be applicable as if the Purchaser had not exercised any option to purchase the System.

2.4 Determination of Fair Market Value. If the Option Price indicated by Provider in accordance with Section 2.3 is equal to the Fair Market Value (as determined by Provider) and Purchaser disputes such stated Fair Market Value within thirty (30) days of receipt of such notice from Provider, then the Parties shall mutually select an independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value pursuant to a methodology agreed in advance by the Parties, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be deemed the Fair Market Value in the absence of fraud or manifest error. The Parties shall equally share the cost of the agreed independent appraiser.

2.5 Removal of System at Expiration. Upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than sixty (60) days after the Expiration Date. The Premises shall be returned to its original condition. For purposes of Provider's removal of the System, Purchaser's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition at Provider's reasonable cost.

2.6 Conditions of Provider's Obligations. In the event that any of the following events or circumstances occur prior to Provider's commencement of the Installation Work at the Premises, (i) the Parties

shall negotiate in good faith to amend this Agreement to address such event or circumstance and to adjust the kWh Rate and/or other terms and conditions of this Agreement, and (ii) if the Parties have not reached agreement on such amendments within a thirty (30) day period, Provider may terminate the Agreement, in which case neither Party shall have any liability to the other, except for any such liabilities that may have accrued prior to such termination, nor shall the Early Termination Fee specified in Section 2.2 have any application:

(a) The Provider determines that the Premises in its current condition is insufficient to accommodate the System.

(b) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(c) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors.

(d) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

(e) Provider has not received such documentation as may be reasonably requested by Provider to ensure that Provider will have access to the Premises throughout the Term.

(f) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.

(g) Purchaser has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(h) Purchaser has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

2.7 Conditions of Purchaser's Obligations.
In the event that Provider has not commenced Installation Work at the Premises by December 31, 2009, then

Purchaser may terminate the Agreement at any time prior to the date (if any) that Provider commences such Installation Work, in which case neither Party shall have any liability to the other, except for any such liabilities that may have accrued prior to such termination, nor shall the Early Termination Fee specified in Section 2.2 have any application. In the event that Provider has not commenced Installation Work at the Premises by December 31, 2009 and the Parties desire to keep the Agreement in effect, they shall negotiate in good faith to determine a deadline by which date Provider shall have commenced Installation Work.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed on the Premises substantially in accordance with Schedule 1 of Exhibit C the Special Conditions and Applicable Law. At its request, Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System. Provider shall perform the Installation Work at the Premises between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

3.2 Approvals; Permits. Purchaser shall assist Provider in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required.

3.3 System Acceptance Testing

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States.

(b) If the results of such testing indicate that the System is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date."

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser. Provider agrees to maintain that portion of the Premises occupied by the System at Provider's expense. Provider shall have the right to enclose the System with a fence for security purposes at Provider's expense, provided the fence does not impede Purchaser's access and use of Purchaser's real estate and facilities.

4.2 Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System; Purchaser shall have the right to install a separate meter at Purchaser's own expense to independently verify the measurement and delivery of electrical energy from Provider to Purchaser. Provider agrees to cooperate with the installation of Purchaser's meter, and covenants not to tamper with or access said meter without the express written permission of Purchaser.

4.3 System Disruptions.

(a) [Not used.]

(b) System Disruptions. In the event that any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay Provider for all work required by Provider to disassemble or move the System and (ii) continue to make all payments for the Solar Services during such period of System disruption (the "Disruption Period"), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced Solar Incentives during the Disruption Period. For the purpose of calculating Solar Services Payments and lost revenue for such Disruption Period, Solar Services shall be deemed to have been produced at the average rate over the preceding twelve (12) months (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation).

5. DELIVERY OF SOLAR SERVICES.

5.1 Purchase Requirement. Purchaser agrees to purchase one hundred percent (100%) of the Solar Services generated by the System and made available by Provider to Purchaser at the location specified by Purchaser during each relevant month of the Term. While the Solar Services are calculated and billed on a per kWh basis as set forth in Exhibit C, Schedule 2 of the Special Conditions, they represent a package of services and benefits, including reduction in the Purchaser's peak demand from the Local Electric Utility.

5.2 Estimated Annual Production. The annual estimate of Solar Services with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production for each year of the Initial Term is set as forth in Exhibit C, Schedule 4 of the Special Conditions. If actual delivery of Solar Services to Purchaser is less than eighty percent (80%) of the Estimated Annual Production for any twelve-month period as shown in Exhibit C, Schedule 4 of the Special Conditions (other than as a result of a Force Majeure Event or breach by Purchaser of its obligations hereunder), Provider shall pay to Purchaser an amount equal to the incremental costs incurred by Purchaser to purchase electricity from the Local Electric Utility as a consequence of such delivery shortfall by Provider.

5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase of Solar Services does not include Environmental Attributes or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises, which shall remain the real property of Purchaser. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal

status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at Provider's request, a disclaimer or release from such lien holder. Purchaser is the fee owner of the Premises, and as such, Purchaser consents to the filing by Provider, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises.

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment (the "Solar Services Payment") for the Solar Services generated by the System and delivered to Purchaser during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

6.2 Invoice. Provider shall invoice Purchaser on or about the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Services Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within fifteen (15) days after the date of the applicable Invoice Date.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall

accrue on the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall (x) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Purchaser it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Services at a commercially reasonable continuous rate.

(c) Governmental Approvals. While providing the Installation Work, Solar Services, and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(d) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

(e) Liens. Other than a Financing Party's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder, including but not limited to construction of the System and supporting structures. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Notice of Damage or Emergency. Purchaser shall: (i) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; and (ii) immediately notify Provider it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist, any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.

(d) Access to Premises, Grant of License. Purchaser hereby grants to Provider a commercial license coterminous with the Term, containing all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring, provided that Provider and its employees, contractors and subcontractors do not unreasonably obstruct or interfere with the use of Purchaser's sewer plant operation and related facilities, roadways, and structures.

Purchaser hereby covenants that Provider shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein; and Purchaser will not interfere or handle any Provider equipment or the System without written authorization from Provider; provided,

however, that Purchaser shall at all times have access to and the right to observe the Installation Work or System removal.

(e) Temporary storage space during installation or removal. Purchaser shall use commercially reasonable efforts to obtain an agreement for sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.

(f) Sunlight Easements. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its

business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority security interest (the "Security Interest") in the System. Provider represents and warrants that no Security Interest established by Provider in the System will include, attach to, or in any way affect or include the Premises of Purchaser. Purchaser represents and warrants as follows:

(a) To the best of Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.

(b) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND SOLAR SERVICES PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Purchaser Obligations. Purchaser shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider which are directly imposed upon Provider's sale of the Solar Services to Purchaser directly charged on the specific delivery of power to Purchaser by kWh (other than income taxes imposed upon Provider). Provider shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Solar Services. This Section 9.1 excludes taxes, fees and charges specified in Section 9.2.

9.2 Provider Obligations. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Provider shall be obligated to obtain at Provider's expense all licenses and permits required by any Governmental Authority other than Purchaser. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes; (v) action by a Governmental Authority, including a moratorium on any activities related to the Agreement; and (vi) the inability for one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any Governmental Approval necessary to enable

the affected Party to fulfill its obligations in accordance with the Agreement, provided that the delay or non-obtaining of such Governmental Approval is not attributable to the Party in question and that such Party has exercised its reasonable efforts to obtain such Permit.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Services delivered to Purchaser prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Provider. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination), and the provisions of Section 2.2 (Early Termination) shall be inapplicable.

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider unless due to a default by Provider (each, a "Provider Default"):

(i) A Bankruptcy Event shall have occurred with respect to Provider;

(ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and

(iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

(c) No Early Termination Fee. Section 2.2 of the Agreement shall not apply to any termination of the Agreement by Purchaser pursuant to this Section 11.1.

11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser unless due to a default by Provider (each, a "Purchaser Default"):

(i) A Bankruptcy Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Sections 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement and upon such termination, (A)

Provider shall be entitled to receive from Purchaser the Early Termination Fee pursuant to Section 2.2, and (B) Provider may exercise any other remedy it may have at law or equity or under the Agreement, except that if Provider seeks and obtains liquidated damages as provided in Section 18.14, such liquidated damages shall constitute Provider's exclusive remedy for default by Purchaser.

11.3 Removal of System. Upon any termination of the Agreement pursuant to this Section 11, Provider will remove the System pursuant to Section 2.5 hereof, absent any purchase of the System by Purchaser pursuant to Section 2.3 hereof.

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to the aggregate Estimated Remaining Payment as of the date of the events giving rise to such liability, provided, however, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of personal injury, intellectual property infringement claims and (iii) any obligation of Purchaser to pay the Early Termination Fee.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Purchaser, Provider may (i) assign this Agreement to an Affiliate of Provider; (ii) assign this Agreement as collateral security in connection with any financing of the System (including pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit B of these General Terms and Conditions. Any Financing Party shall be an intended third party beneficiary of this Section 13.1. Any assignment by Provider without any required prior written consent of Provider shall not release Purchaser of its obligations hereunder.

13.2 Assignment by Purchaser. Purchaser shall not assign the Agreements or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 6 of the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidential Information. Purchaser is a California public entity, subject to all disclosure laws required thereof. Provider acknowledges that Provider's confidential information may be disclosed and become public record information if disclosed pursuant to this Agreement. Purchaser assumes no obligation of confidentiality to Provider pursuant to this Agreement.

16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Section 12, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work, System Operations or Solar Services and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject to Section 12, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

17. INSURANCE.

17.1 Generally. Purchaser and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, and (c) automobile insurance with commercially reasonable coverages and limits. Additionally, Provider shall carry adequate property loss insurance on the System which need not be covered by the Purchaser's property coverage. The amount and terms

of insurance coverage will be determined at Provider's sole discretion.

17.2 Certificates of Insurance. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

17.3 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

17.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersede all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Recitals, Exhibits and the Schedules attached thereto are integral parts hereof and are made a part of the Agreement by reference.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without

prejudice to any other right or remedy, whether contained herein or not.

18.5 Sovereign Immunity. To the extent permitted by Applicable Law, Purchaser hereby waives any defense of sovereign immunity that Purchaser might otherwise have in connection with any action taken by Provider to enforce its rights against Purchaser under this Agreement.

18.6 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Sections 2.2 (Early Termination), 2.5 (Removal of System), Section 7.1(d) (Provider Covenant), Sections 7.2(d), (e), (f) and (g) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without reference to any choice of law principles. The Parties agree that the courts of the State of California and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.7.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery, or delivery of the signature page of a counterpart to the other Party.

18.13 Attorneys' Fees. If any legal action, arbitration, or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of the Agreement, except as expressly excluded in the Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled

18.14 Liquidated Damages Not Penalty. Purchaser acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider's actual damages resulting from the early termination of the Agreement. Purchaser further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Purchaser's rights and obligations under the Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Purchaser in lieu of Provider's actual damages, and if paid or awarded shall constitute Provider's exclusive remedy for breach of this Agreement.

SUNEDISON ORIGINATION1, LLC

By Sun Edison LLC

By: [Signature]

Name: Kevin Lapidus

Title: Senior VP and General Counsel

Date: 9-1-2009

CITY OF MADERA

LEGAL DEPT

Approved as to Form

Initials: [Signature]

Date: 9/28/09

By: [Signature]

Name: Sam Armentrout

Title: Mayor

Date: September 10, 2009

Exhibit A
Description of the Premises

13048 Road 21 1/2 Madera, CA, 93637

Exhibit B
of General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the Systems. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to either the sale or conveyance to a System lessor or the collateral assignment by Provider to the a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. Upon the exercise of remedies under its security interest in the Agreement, the Financing Party may exercise the rights and remedies of Provider under the Agreement.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement.

iii. Upon the exercise of remedies under its security interest in any System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party in lieu thereof, the Financing Party shall give notice to Purchaser. Any such exercise of remedies shall not constitute a default under this Agreement.

(d) **Right to Cure.**

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to Secured at the address set forth below of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within fifteen (15) days after such notice or (if longer) the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period, provided that Purchaser shall not pay Provider any amounts for S-RECs that have not been indefeasibly delivered.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

.....

EXHIBIT C: SPECIAL CONDITIONS

Schedules. The following Schedules hereto are the respective Schedules to the Special Conditions referenced in the Solar Power and Services Agreement:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises:	13048 Road 21 ½, Madera, CA 93637, owned by the City of Madera and site of the System but not part of the System or System assets
Anticipated Rebate or Subsidy	PBI: \$0.15/kWh
Solar System Size:	1155 kW (DC)
Scope:	Design and supply grid-interconnected, ground mounted solar electric (PV) systems.
Module:	REC SCM 220 module or equivalent
Inverter:	IEEE 1547 qualified

II. Schedule 2 -- kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year of System Term	kWh Rate[*] (\$/kWh)	Year of System Term	\$/kWh Rate[*] (\$/kWh)
1	\$ 0.1150	11	\$ 0.1546
2	\$ 0.1185	12	\$ 0.1592
3	\$ 0.1220	13	\$ 0.1640
4	\$ 0.1257	14	\$ 0.1689
5	\$ 0.1294	15	\$ 0.1739
6	\$ 0.1333	16	\$ 0.1792
7	\$ 0.1373	17	\$ 0.1845
8	\$ 0.1414	18	\$ 0.1901
9	\$ 0.1457	19	\$ 0.1958
10	\$ 0.1500	20	\$ 0.2017

[*Calculated based on the year 1 kWh rate multiplied by 3% inflation factor each year.]
Rate is negotiable at commencement of any extension period.

III. Schedule 3 – Early Termination Fee

The Early Termination Fee, on a per Wdc basis, with respect to the System under the Agreement shall be calculated in accordance with the following table. The actual Early Termination Fee for the System will be based on the name-plate capacity of the System as set forth in the as-built drawings of the System., and shall be calculated upon completion of System installation and inserted in Column 1 as a specific dollar amount for each year at that time, by mutual agreement of the Parties.

Early Termination Occurs In Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)	Purchase Date Occurs on the 91st day following : (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)*
1*	\$ 9.00		
2	\$ 7.92		
3	\$ 7.32		
4	\$ 6.65		
5	\$ 5.73		
6	\$ 5.33	91st day following 5th Anniversary	\$ 4.83
7	\$ 5.16	91st day following 6th Anniversary	\$ 4.66
8	\$ 4.99	91st day following 7th Anniversary	\$ 4.49
9	\$ 4.80	91st day following 8th Anniversary	\$ 4.30
10	\$ 4.59	91st day following 9th Anniversary	\$ 4.09
11	\$ 4.30	91st day following 10th Anniversary	\$ 3.80
12	\$ 3.98	91st day following 11th Anniversary	\$ 3.48
13	\$ 3.65	91st day following 12th Anniversary	\$ 3.15

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14	\$	3.31	91st day following 13th Anniversary	\$	2.81
15	\$	2.95	91st day following 14th Anniversary	\$	2.45
16	\$	2.57	91st day following 15th Anniversary	\$	2.07
17	\$	2.18	91st day following 16th Anniversary	\$	1.68
18	\$	1.79	91st day following 17th Anniversary	\$	1.29
19	\$	1.38	91st day following 18th Anniversary	\$	0.88
20	\$	0.80	91st day following 19th Anniversary	\$	0.30

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

*Includes Early Termination prior to the Commercial Operation Date.

HL

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term		Year of System Term	
1	2,508,222	11	2,268,391
2	2,483,140	12	2,245,707
3	2,458,308	13	2,223,250
4	2,433,725	14	2,201,018
5	2,409,388	15	2,179,007
6	2,385,294	16	2,157,217
7	2,361,441	17	2,135,645
8	2,337,827	18	2,114,289
9	2,314,449	19	2,093,146
10	2,291,304	20	2,072,214

The values set forth in this table are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

V. Schedule 5 – Notice Information

Purchaser: _____

City of Madera, CA

Provider:

SunEdison Origination1, LLC
c/o Sun Edison LLC
12500 Baltimore Avenue
Beltsville, MD 20705
1-888-786-3347

With a copy to

General Counsel
12500 Baltimore Avenue
Beltsville, MD 20705-6375
Tel. (443) 909-7200
Fax (443) 909-7121

Financing Party:

[To be provided by Provider when known]

Attachment 3: ENGIE Energy Services Contract

RESOLUTION NO. 19-186

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA MAKING FINDINGS REQUIRED UNDER GOVERNMENT CODE SECTION 4217.10-18 AND APPROVING AGREEMENT FOR ENERGY CONSERVATION SERVICES WITH ENGIE SERVICES US, INC. AND AUTHORIZING EXECUTION AND RELATED ACTIONS, INCLUDING FINDING THAT THE PROJECT IS EXEMPT PURSUANT TO SECTIONS 15301 AND 15303 OF THE CEQA GUIDELINES

WHEREAS, the City of Madera ("City") finds it to be in the best interests of the City to implement projects to promote energy efficiency and renewable energy to achieve utility budget cost reductions; and

WHEREAS, Government Code sections 4217.10 through 4217.18 authorize the City to enter into one or more energy service contracts with any person or entity if the anticipated cost to the City for thermal or electrical energy or conservation services provided under the contract is less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of those energy service contracts ("Savings"); and

WHEREAS, Government Code sections 4217.10 through 4217.18 require that a public hearing be held, and public comment be taken, at a regularly scheduled meeting of the City Council, at which meeting the City Council may consider and adopt the findings described herein and award energy services contracts, and that notice thereof be must given at least two weeks prior to the meeting; and

WHEREAS, the City gave notice of its intent to conduct a public hearing and take public comment upon the subject matter of this Resolution two weeks prior to the regularly scheduled public meeting of the City Council at which the City Council has held a public hearing and taken public comment and has now considered this resolution, all as required under Government Code sections 4217.10 through 4217.18; and

WHEREAS, the City Council conducted a public hearing on November 6, 2019, to consider awarding of the above-referenced contract; and

WHEREAS, Staff has reviewed the proposed action and has determined that the Project is exempt from the California Environmental Quality Act (CEQA, Sections 21000, *et seq.* of the California Public Resources Code) as follows: (i) Categorical Exemption Class I (CEQA Guidelines Section 15301) applies to the minor alteration of existing public facilities, including operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, involving negligible or no expansion of use

beyond that existing at the time of the lead agency's determination; (ii) Class 3 (CEQA Guidelines Section 15303) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure; and (iii) none of the exceptions in CEQA Guidelines Section 15300.2 are applicable; and

WHEREAS, ENGIE Services U.S. INC. assessed the feasibility of various potential energy conservation measures to reduce the City's energy consumption and expense and recommended specific energy conservation measures based thereon ("Analysis"), upon which the City Council and City Staff have relied; and

WHEREAS, the Analysis demonstrates that the cost for energy conservation services provided under the Agreement is less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence energy conservation services ("Savings"); and

WHEREAS, the Analysis indicates that funds for the repayment of project cost are anticipated to be available from the Savings, representing funds that otherwise would have been used for purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation services provided under the ENGIE Services U.S. INC. Agreements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct and incorporated by reference.

Section 2. CEQA. The Project is exempt under Section 15301 of the CEQA Guidelines as it involves minor alterations of existing public structures and facilities involving negligible expansion of existing use and Section 15301 of the CEQA Guidelines including installation and construction of new equipment and facilities in small structures. Additionally, none of the exceptions in Section 15300.2 of the Guidelines are applicable. (California Code of Regulations, Title 14, Chapter 3)

Section 3. Findings. Based upon the written and verbal reports of staff, the presentation of ENGIE Services U.S. INC., and input from members of the public, the City Council finds that the cost of the ENGIE Services U.S. INC. Agreements to the City for the energy conservation services provided thereunder is less than the anticipated marginal cost to the City

of thermal, electrical, or other energy that would have been consumed by the City in the absence of the energy conservation services and that it is in the best interest of the City to approve and enter into the ENGIE Services U.S. INC. Agreements.

Section 4. Approval of Agreement. The City Council approves the Agreement by and between the City and ENGIE Services U.S. INC. attached as Exhibit A to this Resolution and on file with the City Clerk.

Section 5. The Mayor is authorized and directed to execute and deliver the Agreement and related documents as necessary to carry out the energy services contemplated therein.

Section 6. Effective Date. This resolution shall take effect upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 6th day of November 2019 by the following vote:

AYES: Mayor Medellin, Council Members Montes, Gallegos, Rodriguez, Robinson, Garcia, and Holley.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:

ANDREW J. MEDELLIN, Mayor

ATTEST:


ALICIA GONZALES, City Clerk





Energy Services Contract
Madera and ENGIE Services U.S.

DIR Project Registration # _____
ENGIE Services Project #: CN-000497
ENGIE Services Contract # R 3401

ENERGY SERVICES CONTRACT

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of November 7, 2019 (the "Contract Effective Date") by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("ENGIE Services U.S."), and **City of Madera** ("Madera") and together referred to as the "Parties" and each of Madera and ENGIE Services U.S. referred to as a "Party").

CONTRACT RECITALS

WHEREAS, Madera owns and/or operates certain public facilities specifically described in Attachment A (the "Facilities") and Madera wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to Madera including identifying supply-side and/or demand-side energy conservation measures ("ECMs"), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, Madera executed a Program Development Agreement with ENGIE Services U.S. to perform an integrated energy assessment and present Madera with recommendations (the "Recommendations") for the implementation of certain ECMs; and

WHEREAS, in the Recommendations, ENGIE Services U.S. identified potential energy and operational savings opportunities at Madera's Facilities and estimated program costs to implement the recommended ECMs and presented an overall potential energy cost and consumption savings for implementing the ECM recommendations; and

WHEREAS, on October 17, 2018 ENGIE Services U.S. delivered the Recommendations, on an arms' length basis, to personnel of Madera with requisite technical training and experience, for those personnel to make judgments and determinations as to the desired scope of work; and

WHEREAS, Madera has accepted the recommended ECMs and determined that the anticipated cost to Madera to implement the recommended ECMs will be less than the anticipated cost to Madera for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Madera in the absence of the recommended ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, pursuant to California Government Code §4217.12, Madera held a regularly scheduled public hearing on November 6, 2019, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, at the conclusion of the public hearing, Madera determined (i) that the anticipated cost to Madera to implement the recommended ECMs will be less than the anticipated cost to Madera for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs that would be consumed by Madera in the absence of the recommended ECMs and (ii) that entering into this energy services contract to implement the ECM recommendations is in the best interests of Madera and that California Government Code §4217.10 *et seq.* allows Madera to enter into this Contract; and

WHEREAS, by adoption of Resolution No. _____ at the above-referenced meeting, Madera approved this Contract and authorized its execution.

NOW, THEREFORE, Madera and ENGIE Services U.S. hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

"Abnormally Severe Weather Conditions" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

"Act" is defined in ARTICLE 14.

"Affiliate" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

"Applicable Law" means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

"Applicable Permits" means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

"Application for Payment" means a monthly progress payment as described in Section 8.01.

"Attachment" means the following attachments to this Contract, each of which is an "Attachment:"

Attachment A	Madera's Facilities and Existing Equipment
Attachment B	Standards of Occupancy and Control
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	M&V Services
Attachment F	Maintenance Services
Attachment G	Education Services

"Beneficial Use" means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. For purposes of clarity, Beneficial Use includes permission to operate the Generating Facility(ies) from the Utility. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

"Business Day" means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

"CEQA" means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

"Certificate of Beneficial Use" means the certificate, issued by ENGIE Services U.S. to Madera and subcontractor(s), which identifies when Madera took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

"Certificate of Final Completion" means the certificate issued by ENGIE Services U.S. to Madera, in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. The Certificate of Final Completion is separate from a Notice of Completion which is defined below.

"Certificate of Substantial Completion" means the certificate issued by ENGIE Services U.S. to Madera, in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

"Change" means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

"Change in Law" means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker's compensation, payroll or withholding tax law).

"Change Order" means a written document, signed by both ENGIE Services U.S. and Madera, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension of time to complete the Project.

"Construction" means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

"Construction Documents" means the final designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

"Construction Period" means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

"Contract" is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto which are mutually approved by the Parties.

"Contract Amount" means Eighteen Million Eight Hundred Forty-Eight Thousand Eight Hundred Sixty-Two Dollars (\$18,848,862.00), which is inclusive of the assessment fee for the Recommendations and the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

"Contract Bonds" is defined in 0.

"Contract Effective Date" is defined in the Preamble.

"Delay" means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

"Dispute" is defined in Section 19.02.

"DOE Guidelines" is defined in Section 13.01.

"ECM" is defined in the Recitals.

"Educations Services" are defined in Attachment G.

"EMS" means an energy management system.

"Energy Delivery Point" means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

"Energy Usage Data" is defined in Section 2.05.

"ENGIE Services U.S." is defined in the Preamble.

"ENGIE Services U.S. Warranty" is defined in Section 9.01.

"Event of Default" is defined in ARTICLE 16.

"Excusable Event" means an act, event, occurrence, condition or cause beyond the control of ENGIE Services U.S., which causes a delay of more than three (3) days, including, but not limited to, the following: (i) any act or failure to act of any Madera Person; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, subject to documented evidence that ENGIE Services U.S. diligently and timely made all reasonable efforts to secure such Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority and that the action or inaction of ENGIE Services U.S. did not contribute to or cause such failures or delays; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or Madera Person; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances, except as otherwise specifically set forth in this Contract; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of ENGIE Services U.S.; (vi) information provided to ENGIE Services U.S. by any Madera Person or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law; (viii) Delay caused by pending arbitration; (ix) acts of God; (x) acts of the public enemy or terrorist acts; (xi) work by Utility unless the delay is attributable to ENGIE Services U.S.; (xii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xiii) sabotage, vandalism, riots or civil disobedience; (xiv) labor disputes or strikes; (xv) labor or material shortages, delay in manufacturing and deliveries of equipment; (xvi) Abnormally Severe Weather Conditions; (xvii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xviii) requirement by Utility that any Generating Facility discontinue operation; (xix) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); or (xx) any Utility power outage at a Facility.

"Facilities" is defined in the Recitals.

"Final Completion" means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to Madera of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

"Generating Facility" means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

"Governmental Authority" means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

"Greenhouse Gas" is defined in Section 13.01.

"Hazardous Substances" means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder;

(iii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in 42 U.S.C. §9601 *et seq.*), as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

"Incentive Funds" is defined in Section 8.06.

"Installation" means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

"Instruments of Service" is defined in Section 10.01(c).

"Interconnection Agreement" means the Interconnection Agreement to be entered into between Madera and the Utility with respect to the Generating Facilities.

"Interconnection Facilities" is defined in Section 18.02.

"Interest" means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The "prime rate" will be the "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section.

"Losses" is defined in Section 11.01.

"M&V Commencement Date" means the first day of the month immediately following the later of (i) ENGIE Services U.S.'s receipt of the fully signed Certificate of Final Completion, and (ii) ENGIE Services U.S.'s receipt of the full Contract Amount.

"M&V Services" are defined in Attachment E.

"Madera" is defined in the Preamble.

"Madera Persons" means Madera, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons acting on behalf of Madera or for whom Madera is responsible.

"Maintenance Services" are defined in Attachment F.

"Measurement Period" means each one-year period following the M&V Commencement Date.

"NEC" means the National Electric Code.

"Notice of Completion" means the document adopted by the Madera City Council signifying completion of the Project and filed with the County of Madera.

"Notice to Proceed" is defined in Section 2.04.

"Party" and **"Parties"** are defined in the Preamble.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

"Professional Services" means professional services (such as Education Services, Maintenance Services and M&V Services) provided by ENGIE Services U.S. to Madera under this Contract.

"Project" means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Scope of Work, and any Change Orders.

"Project Location" means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

"Punch List" means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair Madera's ability to beneficially operate and utilize such portion of the Work.

"Recommendations" is defined in the Recitals.

"**Retained Items**" is defined in Section 10.02.

"**Retention**" is defined in Section 8.03.

"**Schedule of Values**" is defined in Section 8.01.

"**Scope of Work**" means the Work set forth in Attachments C and D, as modified by any Change Order.

"**Substantial Completion**" means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that Madera can take Beneficial Use thereof.

"**Surety**" means the surety supplying the Contract Bonds, which must be an "admitted surety insurer," as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to Madera.

"**Utility**" is defined in Section 18.02.

"**Work**" means the Work to be done by ENGIE Services U.S. pursuant to the Scope of Work, subject to any Change Orders.

ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day on which Professional Services are provided, unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the applicable standard of care. ENGIE Services U.S. will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (1) generally accepted professional standards prevailing at the time the Work is performed, (2) the covenants, terms and conditions of this Contract, and (3) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. ENGIE Services U.S. represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein will be subject to Madera's general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 Notice to Proceed. Within ten (10) days after Madera has closed the financing referenced in Section 2.07, Madera will issue to ENGIE Services U.S. a written Notice to Proceed ("Notice to Proceed"). ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.'s receipt of the Notice to Proceed. If Madera fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 2.05 Project Schedule. After receipt of the Notice to Proceed, ENGIE Services U.S. will develop, with input from Madera, a master project schedule using Microsoft Project®. ENGIE Services U.S. will establish a weekly construction meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated monthly.

Section 2.06 Madera's Energy and Operational Records and Data. If ENGIE Services U.S. requests, Madera will provide to ENGIE Services U.S., within thirty (30) calendar days after such request, Madera's Energy Usage Data for the twelve (12) months preceding the Contract Effective Date, and will make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the Contract Effective Date. "Energy Usage Data" means all of Madera's records and complete

data concerning energy usage, energy-related maintenance, and other related costs for the Facilities, and including, without limitation, utility records; occupancy information; descriptions of any past, present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures currently utilized. Madera agrees that ENGIE Services U.S. may rely on the foregoing data as being accurate in all respects. If ENGIE Services U.S. requests, Madera will also provide to ENGIE Services U.S., within thirty (30) calendar days after such request, any prior energy audits of the Facilities, and copies of Madera's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of ENGIE Services U.S.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon Madera closing financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. Madera will have sixty (60) calendar days after the Contract Effective Date to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice; *provided* that Madera may not declare this Contract to be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, Madera will provide ENGIE Services U.S. proof that financial arrangements have been made to fulfill Madera's obligations under this Contract. Madera's requirement to furnish such proof to ENGIE Services U.S. is a condition precedent to commencement of the Work. After commencement of the Work, ENGIE Services U.S. may request such proof if (i) Madera fails to make payments to ENGIE Services U.S. as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) ENGIE Services U.S. has other reasonable concerns regarding Madera's ability to fulfill its payment obligations under this Contract when due. Madera will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After Madera furnishes any such proof, Madera will not materially vary such financial arrangements without prior consent of ENGIE Services U.S. If Madera fails to provide ENGIE Services U.S. with such proof within ten (10) calendar days of receiving a demand from ENGIE Services U.S., ENGIE Services U.S. will be entitled to suspend its performance under this Contract until such proof is received.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, Madera must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) Madera will cooperate fully with and assist ENGIE Services U.S. in obtaining all Applicable Permits required under this Contract. ENGIE Services U.S. is responsible for obtaining (but not paying for) Applicable Permits, except those Applicable Permits to be issued by Madera itself. Madera will be responsible for obtaining and paying for all other inspections, certifications, permits or approvals that may be required, including annual operating permits and any approvals or exemptions required by CEQA, as applicable.
- (c) Madera is responsible for hiring and paying inspectors, and for fees associated with plan checks (including expedited plan checks), permits, inspections, and certifications. In the event that the Utility requires additional work as part of the Interconnection Agreement for the RES-BCT Generating Facility that exceeds ENGIE Services U.S.'s estimate of the cost for such Interconnection Agreement by fifty percent (50%) or more, ENGIE Services U.S. shall have the right to remove the RES-BCT Generating Facility from the Scope of Work unless Madera and ENGIE Services U.S. mutually agree on an allocation of the additional costs.

Section 3.02 Coordination. Madera will be responsible for coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with those of Madera Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will periodically meet with Madera to report on the general status and progress of the Work.

Section 3.04 Project Location Access. Madera hereby grants to ENGIE Services U.S., without cost to ENGIE Services U.S., all rights of ingress and egress at the Project Location, necessary for ENGIE Services U.S. to perform the Work and provide all services contemplated by this Contract. ENGIE Services U.S. will provide twenty-four-hour advance notice to Madera for access to any Madera Facilities. All persons entering the Project Location, including Madera and its employees and agents, must follow ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. may (but is not required to) make transportation available to Madera and Madera's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that ENGIE Services U.S., and any agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of Madera for purposes of conflict of interest laws or any other Applicable Law.

ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

Section 4.01 General Provisions

- (a) After receipt of the Notice to Proceed, ENGIE Services U.S. will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by Madera, ENGIE Services U.S. will order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) Madera will designate a single-point representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on Madera's behalf with respect to the Project design. Madera's representative will render decisions in a timely manner with regard to any documents submitted by ENGIE Services U.S. and to other requests made by ENGIE Services U.S. in order to avoid delay in the orderly and sequential progress of ENGIE Services U.S.'s design services.
- (d) Within twenty (20) Business Days after ENGIE Services U.S.'s request, Madera will:
 - (i) furnish all surveys or other information in Madera's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
 - (iii) supply ENGIE Services U.S. with all relevant information in Madera's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location; and

- (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location for the execution of the Work.
- (e) All information furnished pursuant to this Section 4.01 will be supplied at Madera's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided. If ENGIE Services U.S. is adversely affected by any failure to provide, or delay in providing, the information specified in Section 4.01(d), ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, ENGIE Services U.S. will notify Madera. The Parties will meet and confer with respect to those Changes, and ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether Madera's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.
- (g) ENGIE Services U.S. contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by Madera prior to the Contract Effective Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Contract Effective Date will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to Madera for review. Madera will review the documents and provide any comments in writing to ENGIE Services U.S. within ten (10) Business Days after receipt of the documents. ENGIE Services U.S. will incorporate appropriate Madera comments into the applicable drawings and specifications. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If Madera fails to provide written comments within the twenty (20) Business Day period, Madera will be deemed to have no comments regarding the documents.

Section 4.03 Permits. The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. Madera will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by ENGIE Services U.S. due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

Section 4.04 Changes During Final Design Phase. If during the design phase any Madera Person requests Changes and/or modifications to the Work and/or an Excusable Event occurs, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. Valid bases for additional compensation and/or time extension include, but are not limited to: (i) any Madera Person requests changes and/or modifications to the Project Scope of Work during the Project design phase; (ii) any Madera Person causes delays during ENGIE Services U.S.'s design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain Applicable Permits; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any Madera Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work, that increases the agreed-upon Contract Amount or increases the time needed to complete the Work.

ARTICLE 5. CONSTRUCTION PHASE

Section 5.01 General Provisions. Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, ENGIE Services U.S. will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by ENGIE Services U.S. and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 ENGIE Services U.S.'s Responsibilities during Construction Phase.

- (a) As an independent contractor to Madera, ENGIE Services U.S. will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. ENGIE Services U.S. will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Madera's operations at the Project Location. ENGIE Services U.S. will provide at least fifteen (15) calendar days' written notice to Madera of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with Madera in scheduling such outages, and Madera agrees to provide its reasonable approval of any scheduled outage. Planned power outages typically will not exceed eight (8) hours and will be performed on Saturdays.
- (c) ENGIE Services U.S. will initiate and maintain a safety program in connection with its Construction of the Project. ENGIE Services U.S. will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of ENGIE Services U.S. and subcontractors performing Work under this Contract; (ii) ENGIE Services U.S.'s property and other materials to be incorporated into the Project, under the care, custody, and control of ENGIE Services U.S. or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. ENGIE Services U.S. will not be responsible for Madera's employees' safety unless ENGIE Services U.S.'s negligence in the performance of its Work is the proximate cause of the employee's injury.
- (d) ENGIE Services U.S. will provide notice to Madera of scheduled test(s) of installed equipment, if any, and Madera and/or its designees will have the right to be present at any or all such tests conducted by ENGIE Services U.S., any subcontractor, and/or manufacturers of the equipment.
- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, ENGIE Services U.S. will, in advance of excavation, submit to Madera and/or a registered civil or structural engineer, employed by Madera, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by Madera or by the person to whom authority to accept has been delegated by Madera. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on Madera or any of its employees.
- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
 - (i) ENGIE Services U.S. will promptly, and before the following conditions are disturbed, notify Madera, in writing, of any:
 1. Material that ENGIE Services U.S. believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to ENGIE Services U.S. before the Contract Effective Date;
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - (ii) Madera will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in

ENGIE Services U.S.'s cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.

- (iii) If a dispute arises between Madera and ENGIE Services U.S., whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in ENGIE Services U.S.'s cost of, or time required for, performance of any part of the Work, ENGIE Services U.S. will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. ENGIE Services U.S. will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 Madera's Responsibilities during Construction Phase.

- (a) Madera will designate a single-point representative authorized to act on Madera's behalf with respect to Project construction and/or equipment installation. Madera may from time to time change the designated representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at Madera's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of ENGIE Services U.S.'s Work.
- (b) Madera will provide a temporary staging area for ENGIE Services U.S., or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. Madera will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Madera will provide access to the Facilities, including parking permits and identification tags, for ENGIE Services U.S. and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by ENGIE Services U.S. and acceptable to Madera. Madera will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per Madera policy) or provide a readily available security escort to unlock and lock doors. Madera will not unreasonably restrict ENGIE Services U.S.'s access to Facilities to make emergency repairs or corrections as ENGIE Services U.S. may determine are needed.
- (c) Madera will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. Madera will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Madera.
- (d) Madera will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) Madera will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by Madera and such documentation made available to ENGIE Services U.S. are the responsibility of Madera. If ENGIE Services U.S. encounters such unforeseen conditions in the performance of the Work, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) Madera will remove any Hazardous Substances either known to Madera prior to the commencement of the Work or encountered by ENGIE Services U.S. during the construction of the Project, if necessary in order for the Work to progress safely, that were not knowingly released or brought to the site by ENGIE Services U.S. ENGIE Services U.S. will respond to the discovery of Hazardous Substances at or around the Project Location during the course of ENGIE Services U.S.'s construction in accordance with Section 5.06.
- (g) Madera will coordinate the Work to be performed by ENGIE Services U.S. with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that ENGIE Services U.S. will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.

- (h) Madera will, and will cause Madera Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of Madera's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to ENGIE Services U.S.
- (i) Madera will, and will cause Madera Persons to, provide ENGIE Services U.S. and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to ENGIE Services U.S., access to perform Work on Saturdays, Sundays, and non-regular working hours.
- (j) Madera will also do the following:
 - (i) Attend the regularly scheduled progress meetings. Participate, with reasonable notice, as needed regarding scheduling of the Work.
 - (ii) When requested by ENGIE Services U.S., participate in the job inspection walk-through with ENGIE Services U.S. to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
 - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
 - (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order signed by both Parties. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. ENGIE Services U.S. may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both Madera and ENGIE Services U.S. ENGIE Services U.S. will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved.
- (b) Change Orders Requiring Additional Compensation. If during construction any Madera Person requests material changes and/or modifications to the Work, and/or there are Excusable Events, Madera will pay the extra costs caused by such material modifications and/or changes and/or Excusable Event and ENGIE Services U.S. will be entitled to additional compensation for the following reasons, that include, but are not limited to: (i) any Madera Person requests changes and/or modifications to the Scope of Work during the construction phase of the Project; (ii) any Madera Person causes delays during ENGIE Services U.S.'s construction work; (iii) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (iv) discovery of Hazardous Substances at or impacting the Project Location; (v) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any Governmental Authority; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any Madera Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work or the Contract Amount.
- (c) Change Orders Requiring Additional Time. If during construction any Madera Person requests material changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Prior to any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided* that Madera has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.

- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
- (i) unit prices set forth in this Contract or as subsequently agreed;
 - (ii) a mutually accepted, itemized lump sum; or
 - (iii) costs calculated on a basis agreed upon by Madera and ENGIE Services U.S. plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (e) Disagreements. If there is a disagreement between Madera and ENGIE Services U.S. as to whether ENGIE Services U.S. is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19. Pending the resolution of any such dispute, ENGIE Services U.S. may suspend Work.

Section 5.05 Minor Changes to Scope of Work. Madera has the authority to make minor changes that do not change the total Contract Amount or Time to complete the Work and are consistent with the intent of the Construction Documents. ENGIE Services U.S. has the authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the Construction Documents, without prior notice to Madera. ENGIE Services U.S. will either promptly inform Madera, in writing, of any minor changes made during the implementation of the Project, or make available to Madera at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) ENGIE Services U.S. will promptly provide written notice to Madera if ENGIE Services U.S. observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. ENGIE Services U.S. will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. Madera will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. Madera will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto. ENGIE Services U.S. will perform a Hazardous Materials inspection at City Hall within sixty (60) days of the Effective Date. In the event pre-existing Hazardous Substances are discovered, Madera has the right to remove the affected portion of the Work from the Scope of Work by a mutually accepted Change Order.
- (b) ENGIE Services U.S. will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, Madera will provide ENGIE Services U.S., within ten (10) Business Days after the Contract Effective Date, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (c) Madera will indemnify, defend, and hold ENGIE Services U.S. harmless from and against any and all Losses that in any way result from, or arise under, such Madera owned or generated Hazardous Substances, except for liabilities to the extent due to the negligence or willful misconduct of ENGIE Services U.S., or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of ENGIE Services U.S.'s Work, (iii) may cause ENGIE Services U.S.'s completed Work to be non-compliant with applicable codes, (iv) may prevent Madera from realizing the full benefits of ENGIE Services U.S.'s Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the

scope of ENGIE Services U.S.'s Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, ENGIE Services U.S. will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order. ENGIE Services U.S., in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with Madera for additional compensation and, if appropriate, an extension of time.

ARTICLE 6. PROJECT COMPLETION

Section 6.01 Occupancy or Use of Work. Madera may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that Madera assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until Madera's insurance company has consented to such occupancy or use. When occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, Madera and ENGIE Services U.S. will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion.

Section 6.02 Substantial Completion. When ENGIE Services U.S. considers the Work, or any portion thereof, to be Substantially Complete, ENGIE Services U.S. will supply to Madera a written Certificate of Substantial Completion with respect to such portion of the Work, including a written Punch List to be signed by both Parties of items and the time for their completion or correction. Madera will within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to ENGIE Services U.S. acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion Madera will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. Madera agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When ENGIE Services U.S. considers the entirety of the Work to be Finally Complete, ENGIE Services U.S. will notify Madera that the Work is fully complete and ready for final inspection. Madera will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete. If Madera disagrees with Engie Services U.S. determination, Madera shall advise Engie Services U.S. in writing. When Madera agrees that the Work is fully completed, ENGIE Services U.S. will issue a Certificate of Final Completion, which Madera must sign. Madera agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. Madera will have sole authority to determine whether a Notice of Completion should be recorded. When it does make that determination, it will provide a copy to Engie Services U.S. and will promptly record a Notice of Completion in the office of the Madera County Recorder in accordance with California Civil Code §8182.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to Madera upon Substantial Completion. Transfer of title to Madera will in no way affect Madera's and ENGIE Services U.S.'s rights and obligations as set forth in other provisions of this Contract. Except as provided in this Section 6.04, after the date of Substantial Completion, ENGIE Services U.S. will have no further obligations or liabilities to Madera arising out of or relating to this Contract, except for the obligation to complete any Punch List items, the obligation to perform any warranty service under Section 9.01, and obligations which, pursuant to their terms, survive the termination of this Contract.

ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Work.

ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using.

Section 7.02 Prompt Payment of Subcontractors. ENGIE Services U.S. will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim under any provision of Applicable Law from arising against any Madera property, against ENGIE Services U.S.'s rights to payments hereunder, or against Madera.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of ENGIE Services U.S.'s subcontractors and Madera, or any obligation on the part of Madera to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.04 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, Madera will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. Madera will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination.

Section 7.05 Union Labor. ENGIE Services U.S. agrees to make good faith efforts to ensure that approximately ninety percent (90%) of major on-site construction activities will be completed by a union workforce. Compliant with the respective Collective Bargaining Agreements for the trades, apprentice to journeyman ratios will be complied and maintained during the course of the Work. Apprentices will be trained by the respective contractors in accordance with the rules and regulations of the Collective Bargaining Agreements, and the State of California rules for public works projects. Scope of work assignments will be made by ENGIE Services U.S.'s qualified subcontractors.

7.06 Local Resident Labor. In recognition of the fact that City of Madera and the communities surrounding the Project will be impacted by the construction of the Project, ENGIE Services U.S. agrees to support the hiring of workers from the residents of these surrounding areas. Toward that end, ENGIE Services U.S. agrees that, to the extent allowed by Applicable Law, and as long as the Local Residents (as defined below) possess the requisite skills and qualifications, ENGIE Services U.S. will request local union halls recruit sufficient numbers of skilled craft Local Residents to fulfill this goal. ENGIE Services U.S. will request the unions to exert their best efforts to encourage and provide referrals and utilization of qualified workers who reside within City of Madera Zip Codes 93636-93639 ("Local Residents"). If the local union halls cannot provide ENGIE Services U.S. a requested workforce consisting of twenty percent (20%) Local Residents, ENGIE Services U.S. will request the unions to exert their best efforts to recruit for referral persons residing within neighboring counties.

ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Promptly after Madera's issuance of Notice to Proceed, ENGIE Services U.S. will invoice Madera for a mobilization payment in the amount of Three Million Seven Hundred Sixty-Nine Thousand Seven Hundred Seventy-Three Dollars (\$3,769,773.00). These amounts must be paid to ENGIE Services U.S. within thirty (30) calendar days after Madera's receipt of an invoice for those amounts. In addition, as the Work progresses, ENGIE Services U.S. will submit to Madera its applications for monthly payments based on the progress made on the Project through the date on which ENGIE Services U.S. submits such Application for Payment. Within twenty-one (21) calendar days from the Contract Effective Date, ENGIE Services U.S. will prepare and submit to Madera a schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values"). Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. ENGIE Services U.S. may invoice Madera for materials purchased in advance and not stored at the Project Location. Each such Application for Payment will be accompanied by proof of off-site material purchases, evidence that the materials have been delivered to a

warehouse reasonably acceptable to Madera and evidence of appropriate insurance coverage. ENGIE Services U.S. will furnish to Madera written consent from the Surety approving the advance payment for materials stored off site. Madera will pre-pay one hundred percent (100%) of ENGIE Services U.S.'s Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. ENGIE Services U.S. will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work.

Section 8.03 Retention. Madera, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within thirty (30) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment and any fee for the Recommendations. A failure to approve and pay an Application for Payment in a timely manner is a material default by Madera under this Contract. Madera may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and ENGIE Services U.S. may invoice and Madera will pay this amount. Madera will pay ENGIE Services U.S. the remaining two percent (2%) Retention amount upon achieving Final Completion. In lieu of Retention being held by Madera, ENGIE Services U.S. may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to ENGIE Services U.S. for any remaining Retention withheld by Madera.

Section 8.05 Disputed Invoices/Late Payments. Madera may in good faith dispute any Application for Payment, or part thereof, within fifteen (15) calendar days after the date the Application for Payment was received by Madera. If Madera disputes all or a portion of any Application for Payment, Madera will pay the undisputed portion when due and provide ENGIE Services U.S. a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. Madera will be deemed to have waived and released any dispute known to it with respect to an Application for Payment if such notice and written explanation is not provided within fifteen (15) calendar days after the date the Application for Payment was received by Madera. If any amount disputed by Madera is finally determined to be due to ENGIE Services U.S., either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to ENGIE Services U.S. within ten (10) Business Days after such final determination, plus Interest from the date billed or claimed until such amount is paid.

Section 8.06 Rebate Programs. ENGIE Services U.S. will assist Madera in the preparation and submission to the applicable agencies of applications and documentation necessary for the following energy efficiency rebate, incentive, and/or loan program(s): [PG&E Lighting rebates, EV charging station rebates]. ENGIE Services U.S. makes no guarantee that Madera will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including those listed above (collectively, "Incentive Funds"), or any portion thereof; ENGIE Services U.S. expressly disclaims any liability for Madera's failure to receive any portion of the Incentive Funds, and Madera acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. MADERA WILL HAVE NO REMEDIES AGAINST EITHER ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW. SPECIFICALLY, NEITHER ENGIE SERVICES U.S., NOR ENGIE SERVICES U.S.'s

SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO Madera FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

Section 9.01 ENGIE Services U.S. warrants to Madera that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("ENGIE Services U.S. Warranty"). Notwithstanding the preceding sentence, the date the ENGIE Services U.S. Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Madera, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be Madera's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as Madera's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of Madera. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Madera will contact the manufacturer directly to resolve such warranty issues and Madera acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

Section 9.04 Madera and ENGIE Services U.S. have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to ENGIE Services U.S. for performance of the Work. Madera and ENGIE Services U.S. agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, ENGIE Services U.S.'s total aggregate liability to Madera and all third parties is limited to the Contract Amount for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights

- (a) Ownership: Except as expressly provided in this Contract, Madera will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ENGIE Services U.S. will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.

- (b) License: Solely in connection with the Facilities, ENGIE Services U.S. grants to Madera a limited, perpetual, royalty-free, non-transferrable license for any ENGIE Services U.S. intellectual property rights necessary for Madera to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to Madera by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.'s property and may be used by Madera only for the Work. ENGIE Services U.S. will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Madera or any Madera Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Instruments of Service will be at Madera's sole risk and without liability to ENGIE Services U.S. If Madera uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of ENGIE Services U.S., Madera agrees to waive and release, and indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities on the Contract Effective Date will remain the property of Madera even if such equipment or materials are replaced or their operation made unnecessary by work performed by ENGIE Services U.S. If applicable, ENGIE Services U.S. will advise Madera in writing of all equipment and materials that will be replaced at the Facilities and Madera will, within five (5) Business Days of ENGIE Services U.S.'s notice, designate in writing to ENGIE Services U.S. which replaced equipment and materials should not be disposed of off-site by ENGIE Services U.S. (the "Retained Items"). Madera will be responsible for and designate the location and storage for the Retained Items. ENGIE Services U.S. will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ENGIE Services U.S. will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. ENGIE Services U.S. will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

ARTICLE 11. INDEMNIFICATION / LIMITATION ON LIABILITY

Section 11.01 Indemnification.

Indemnity for Professional Liability: When the law establishes a professional standard of care for ENGIE Services U.S.'s Services, to the fullest extent permitted by law, ENGIE Services U.S. shall indemnify, protect, defend, and hold harmless Madera and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the ENGIE Services U.S. (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between ENGIE Services U.S. and Madera in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, ENGIE Services U.S. shall indemnify, defend, and hold harmless Madera, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual or alleged, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by ENGIE Services U.S. or by any individual for which ENGIE Services U.S. is legally liable, including, but not limited to officers, agents, employees, or subcontractors of ENGIE Services U.S., unless caused by the active negligence, sole negligence or willful misconduct of Madera.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Except for third party claims subject to indemnification as set forth above in Section 11.01, neither Party shall be liable to the other Party for any

special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

ARTICLE 12. INSURANCE / BONDS

Section 12.01

i. Commercial General Liability

- a. ENGIE Services U.S. shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. 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. ENGIE Services U.S.'s general liability policies shall be primary and shall not seek contribution from Madera's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City of Madera and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b. Any failure to comply with reporting provisions of the policies by ENGIE Services U.S. shall not affect coverage provided Madera.
- c. Coverage shall state that ENGIE Services U.S. insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Coverage shall contain a waiver of subrogation in favor of Madera.

ii. Business Automobile Liability

- a. ENGIE Services U.S. shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers' Compensation and Employers' Liability

- a. ENGIE Services U.S. shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). ENGIE Services U.S. shall submit to Madera, along with the certificate of insurance, a waiver of subrogation endorsement in favor of Madera, its officers, agents, employees, and volunteers.

iv. Professional Liability

- a. ENGIE Services U.S. shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and ENGIE Services U.S. agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

v. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to Madera, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by Madera.
- c. Evidence of Insurance - Prior to commencement of work, ENGIE Services U.S. shall furnish Madera with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. In the event that submitted certificates of insurance, additional insured endorsements, and waivers of subrogation are incomplete and unsatisfactory, Madera may request that ENGIE Services U.S. provide complete, certified copies of the required insurance policies.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.
- e. Subcontractors - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" basis, considering the particular work to be done by the subcontractor and the interrelationship of that work to other work being conducted by ENGIE Services U.S.

Section 12.02 Performance and Payment Bonds. Prior to commencing Work under this Contract, ENGIE Services U.S. will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively, the "Contract Bonds"). The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer's warranty or other third-party warranty being assigned to Madera.

ARTICLE 13. DOE GUIDELINES; ENERGY POLICY ACT

Section 13.01 As authorized by §1605(b) of the Energy Policy Act of 1992 (Pub. L. No. 102-486) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions ("DOE Guidelines"). "Greenhouse Gases" means those gases and other particles as defined in the DOE Guidelines. Madera hereby assigns and transfers to ENGIE Services U.S., and its Affiliates and assigns, any Greenhouse Gas emission reduction credits that result from the Work.

ARTICLE 14. MUNICIPAL ADVISOR

Section 14.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO MADERA WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT Madera BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. ENGIE SERVICES U.S. IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO MADERA OR THE PROVISION OF INFORMATION TO MADERA. MADERA WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR MADERA'S SITUATION.

ARTICLE 15. TRADE SECRETS

If any materials or information provided by ENGIE Services U.S. to Madera under this Contract are designated by ENGIE Services U.S. as a "trade secret" or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the "Act") and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after

receipt of such request, Madera will notify ENGIE Services U.S. of such request and advise ENGIE Services U.S. whether Madera believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days after a third party's request for disclosure of materials under the Act, ENGIE Services U.S. will (i) authorize Madera to release the documents or information sought; or (ii) if ENGIE Services U.S. reasonably believes that the information is exempt from disclosure, advise Madera not to release the materials.

ARTICLE 16. EVENTS OF DEFAULT

Section 16.01 Events of Default by ENGIE Services U.S. Each of the following events or conditions will constitute an "Event of Default" by ENGIE Services U.S.:

- (i) any substantial failure by ENGIE Services U.S. to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to ENGIE Services U.S. demanding that such failure to perform be cured; *provided that* (1) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, and (2) if such cure cannot be effected in thirty (30) calendar days, ENGIE Services U.S. will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by ENGIE Services U.S. in this Contract which was false or misleading in any material respect when made.

Section 16.02 Events of Default by Madera. Each of the following events or conditions will constitute an "Event of Default" by Madera:

- (i) any substantial failure by Madera to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Madera demanding that such failure to perform be cured; *provided that* (1) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; and (2) if such cure cannot be effected in thirty (30) calendar days, Madera will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by Madera in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by Madera to pay any amount to ENGIE Services U.S. which is not paid within ten (10) calendar days after written notice from ENGIE Services U.S. that the amount is past due except where there is a dispute as to the amount.

ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ENGIE Services U.S. will be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 17.02 Remedies Upon Default by ENGIE Services U.S. If an Event of Default by ENGIE Services U.S. occurs, Madera will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ENGIE Services U.S. and/or damages, which will

include Madera's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by Madera. If an Event of Default by Madera occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by Madera, and/or damages which will include ENGIE Services U.S.'s reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event.

Section 18.02 Utility Work. Madera expressly understands and agrees that Excusable Events may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for ENGIE Services U.S. to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State of California.

Section 19.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, ENGIE Services U.S.'s senior project management personnel will meet with Madera's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If ENGIE Services U.S.'s and Madera's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for ENGIE Services U.S. and for Madera, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of ENGIE Services U.S. and Madera are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with Section 19.03.

Section 19.03 Mediation. If the Dispute is not settled pursuant to Section 19.02, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the

American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in **Error! Reference source not found.** Either Party may initiate proceedings pursuant to Public Contract Code Sections 9204 et. seq.

Section 19.04 Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the Dispute and matters arising from the resolution of the Dispute.

Section 19.05 Lien Rights. Nothing in this ARTICLE 19 limits any rights or remedies not expressly waived by ENGIE Services U.S. that ENGIE Services U.S. may have under any lien laws or stop notice laws.

ARTICLE 20. REPRESENTATIONS AND WARRANTIES

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, awards or permits which would materially and adversely affect its ability to perform hereunder.

ARTICLE 21. NOTICE

Any notice required or permitted hereunder will be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO ENGIE SERVICES U.S.: ENGIE Services U.S. Inc.
500 12th Street, Suite 300
Oakland, CA 94607
Tel: (415) 735-9135
Attention: Eric Soenksen, Project Manager

With a COPY TO: Legal Department
ENGIE Services U.S. Inc.
150 East Colorado Boulevard, Suite 360
Pasadena, CA 91105-3711
Tel: 626-377-4948
Attention: Contract Administrator

TO Madera: City of Madera
205 W. 4th Street
Madera, CA 93637
Tel:
Attention:

With a COPY TO:

Office of _____

Street Address _____

City, State, Zip _____

Tel: _____

Attention: _____

ARTICLE 22. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it will not be construed for or against either Party, but will be construed in a manner that most accurately reflects the intent of the Parties as of the Contract Effective Date. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial, or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

ARTICLE 23. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

ARTICLE 24. NO WAIVER

The failure of ENGIE Services U.S. or Madera to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or Madera.

ARTICLE 25. SEVERABILITY

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided* that no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

ARTICLE 26. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

ARTICLE 27. COUNTERPARTS; INTEGRATION

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Delivery of an executed counterpart of a signature page of this Contract by email will be effective as delivery of a manually executed counterpart of this Contract.

[the Parties' signatures appear on the following page]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Contract Effective Date.

ENGIE SERVICES U.S.:

ENGIE Services U.S. Inc.

Madera:

City of Madera

By: _____

Name: Courtney Jenkins
Title: VP and General Manager

By: _____

Name: Arnoldo Rodriguez
Title: City Manager



ATTACHMENT A

MADERA'S FACILITIES and EXISTING EQUIPMENT

(a) The following Madera Facilities are included under the Scope of Work as listed below:

Facility	Address	Approx. Square Feet
Airport	4020 Aviation Dr., Madera, CA 93637	251,429
Bergon Community Center	238 S D St, Madera, CA 93638	4,166
City Hall	205 W 4th St, Madera, CA 93637	18,055
Fire Station #6	317 N Lake St., Madera, CA 93638	7,500
Fire Station #7	200 S Schnoor St., Madera, CA 93638	7,200
Intermodal Transit Facility	123 N E St., Madera, CA 93638	3,185
Lions Town and Country Park	2300 Howard Rd., Madera, CA 93637	N/A
Madera Community Center	1901 Clinton St, Madera, CA 93638	17,400
Madera Swimming Pool	221 Flume St, Madera, CA 93638	3,567
Mechanics Shop	108 S P St, Madera, CA 93637	2,800
Millview Park	1910 Clinton St, Madera, CA 93638	N/A
New Transit Center	Building in Construction – Address TBD	N/A
Pan American Community Center	703 Sherwood Way, Madera, CA 93638	16,317
Police Station	330 S C St, Madera, CA 93638	17,249
Public Works	1030 S Gateway Dr., Madera, CA 93637	16,540
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638	17,350
Waste Water Treatment Plant	13098 Rd 21 ½, Madera, CA 93637	19,900
Water Well Pump 30	2300 Howard Rd., Madera, CA 93637	N/A
Water Well Pump 31	Mariposa and SA St., Madera, CA 93637	N/A
Water Well Pump 33	End of San Bruno Avenue, Madera, CA 93637	N/A
Youth Center	701 E 5th St, Madera, CA 93638	39,000

ATTACHMENT B

STANDARDS OF OCCUPANCY and CONTROL

The following standards are a guideline used to evaluate the energy conservation measures in this program. It is understood that existing and installed equipment may not allow for exact times and temperatures to be met, but every effort will be made to meet the below standards as closely as the equipment allows.

Facility	Area or HVAC Equipment	Occupancy Schedule	Existing HVAC Schedule	Existing Heating Occupied / Unoccupied Temperature	Existing Cooling Occupied / Unoccupied Temperature	Proposed HVAC Schedule	Proposed Heating Occupied/ Unoccupied Temperature	Proposed Cooling Occupied/ Unoccupied Temperature
Airport	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Bergon Community Center	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Fire Station #6	All Units	24/7	24/7	70F/55F	72F/80F	24/7	68F/50F	74F/85F
Fire Station #7	All Units	24/7	24/7	70F/55F	72F/80F	24/7	68F/50F	74F/85F
Intermodal Transit Facility	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
New Transit Center	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Pan American Community Center	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Police Station	All Units	24/7	24/7	70F/55F	72F/80F	24/7	68F/50F	74F/85F
Public Works	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Successor Redevelopment Agency	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Waste Water Treatment Plant	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Youth Center	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F

ATTACHMENT C

SCOPE OF WORK

California State Contractor's License Number 995037
California Public Works Contractor Registration Number 1000001498

Energy Conservation Measures to Be Implemented

ECM #	Description
1	LED Lighting Retrofits
2	HVAC System Upgrades
3	Electric Vehicle Charging Stations
4	Electrical Switchgear Replacements
5	Power Quality and Reliability Upgrades
6	Solar Streetlighting

Solar Generating Facilities to be Installed

Facility	Est. Size (kWdc)	System Type	Minimum Clearance Height
Airport	86.4	Solar Shade Canopy	10'
City Hall	151.0	Solar Shade Canopy	10'
Fire Station #6, Madera Swimming Pool, and Youth Center	122.8	Solar Shade Canopy	10'
Lions Town and Country Park	360.0	Solar Shade Canopy	10'
Millview Park	122.4	Solar Shade Canopy	10'
Pan American Community Center	36.0	Solar Shade Canopy	10'
Police Station	136.8	Solar Shade Canopy	10'
Public Works	93.6	Solar Shade Canopy	10'
Waste Water Treatment Plant (NEM)	1,051.0	Ground Mount - Fixed Tilt	N/A
Waste Water Treatment Plant (RES-BCT)	2,189.0	Ground Mount - Single Axis Tracker	N/A

Solar Generating Facilities

Scope of Work will include:

1. Prepare and submit design drawings to AHJ for approval and to local utility for interconnection permits.
2. Provide geotechnical evaluations necessary for design requirements.
3. Provide utility interconnection drawings and application management services.
4. Provide and coordinate installation of the Net Generation Output Metering (NGOM).
5. Procure materials and equipment necessary for construction.
6. Provide project management and construction management necessary for a full and complete installation.
7. Provide labor, supervision, and coordination with Madera for the installation of photovoltaic modules, supporting structures, electrical distribution and control systems.
8. Provide and install PV modules and necessary mounting hardware for each system.
9. Perform underground utility survey within eight (8) weeks of the Effective Date to locate any existing unknown utilities that are in the path of horizontal boring, vertical boring, or trenching.
10. Perform horizontal boring and/or trenching of existing concrete, hardscape, or asphalt areas as required to route conduits. As required, repair any concrete, hardscape, or asphalt damaged during construction activities.
11. Provide and install inverters and necessary electrical equipment and conduits to connect to the electrical switchgear or meter. Electrical shutdowns are anticipated at each site. Time of shutdown will be coordinated with Madera and Utility and may include weekends.
12. Direct-current (DC) wiring within the solar systems shall be copper wire. Aluminum wire will be used from each system's AC inverters to the main point of connection at the site's existing electrical switchgear.
13. Provide and install solar canopy or ground mount structure at the Facilities in the table above. The Solar Shade Canopy design will include a painted canopy structure with a pier depth of eight (8) feet deep and assumes no de-watering, benching, shoring, or casing. The ground mount structures will not include painting and will use a pier depth of five (5) feet deep and assumes no de-watering, benching, shoring, or casing.

14. Provide and install new light emitting diode ("LED") lighting fixtures (Relume PV 40HB or equivalent) for under-canopy lighting at each Solar Shade Canopy that is located in a parking lot (one LED fixture per 27' bay). Lighting will not be provided for ground mount structures.
15. Provide as-built drawings and Operations & Maintenance manuals upon Project completion.
16. Provide tree removal, as required.
17. Provide miscellaneous backfill and restoration of landscaping in areas of work.
18. Start-up, test, and commission the Systems in accordance with design plan and applicable industry standards.
19. Secure the Premises and provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment. Madera shall assist with site logistics by coordinating access and scheduling with ENGIE Services U.S.

Preliminary Solar Layouts:



Solar Layout 1 - Airport



Solar Layout 2 - City Hall



Solar Layout 3 - Fire Station #6, Madera Swimming Pool, and Youth Center



Solar Layout 4 - Lion's Town and Country Park



Solar Layout 5 - Millview Park



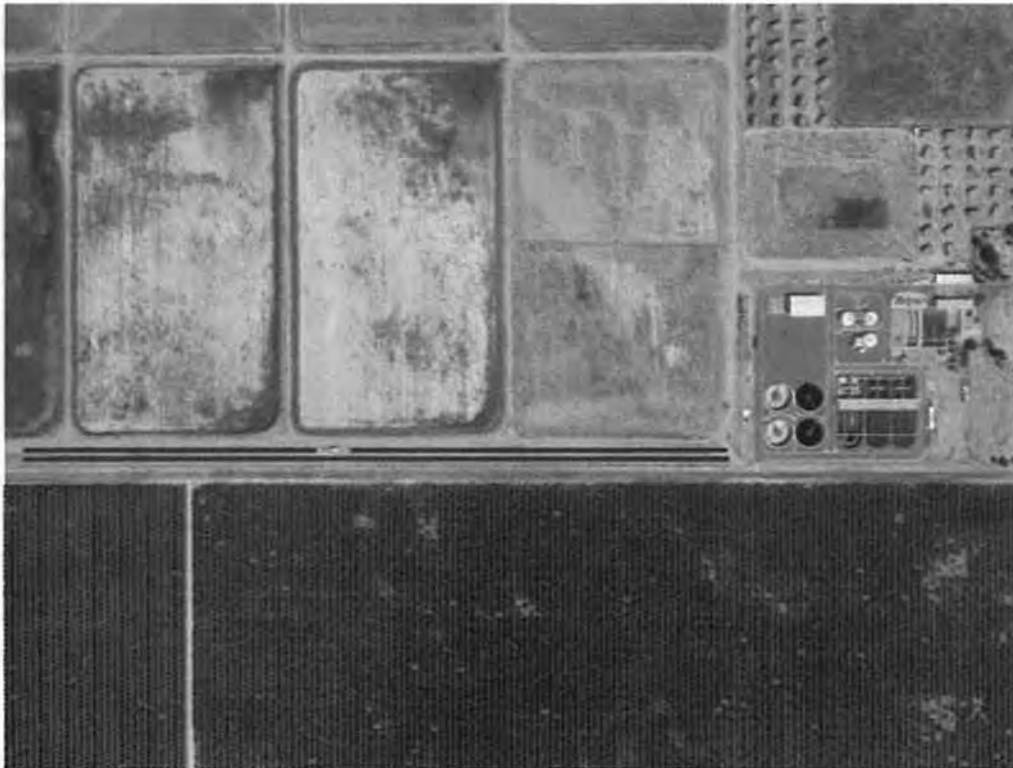
Solar Layout 2 - Pan American Community Center



Solar Layout 7 - Police Department



Solar Layout 8 - Public Works



Solar Layout 3 - Waste Water Treatment Plant (NEM)



Solar Layout 10 - Waste Water Treatment Plant (RES-BCT)

Energy Conservation Measures

ECM 1: LED Lighting Retrofits

Locations:

Facility	Address
Airport	4020 Aviation Dr, Madera, CA 93637
Bergon Community Center	238 S D St, Madera, CA 93638
City Hall	205 W 4th St, Madera, CA 93637
Fire Station #6	317 N Lake St., Madera, CA 93638
Fire Station #7	200 S Schnoor St., Madera, CA 93638
Intermodal Transit Facility	123 N E St., Madera, CA 93638
Lions Town and Country Park	2300 Howard Rd., Madera, 93637
Madera Community Center	1901 Clinton St, Madera, CA 93638
Madera Swimming Pool	221 Flume St, Madera, CA
Millview Park	1910 Clinton St, Madera, CA 93638
Pan American Community Center	703 Sherwood Way, Madera, CA 93638
Police Station	330 S C St, Madera, CA 93638
Public Works	1030 S Gateway Dr, Madera, CA 93637
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638
Waste Water Treatment Plant	13098 Rd 21 ½, Madera, CA 93637
Youth Center	701 E 5th St, Madera, CA 93638

Scope of Work:

ENGIE Services U.S. shall:

1. Provide and install new lighting fixtures or retrofit kits as identified in Attachment C-1: Detailed Lighting Scope of Work. Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.
 - a. Interior Lighting
 - i. High efficiency light emitting diode (LED) upgrades: Replace existing fluorescent lamps and ballasts with new LED lamps and drivers or new LED fixtures per Attachment C-1.
 - ii. Lighting Controls: Provide and install occupancy sensors per Attachment C-1.
 - b. Exterior Lighting
 - i. LED Lighting for Exterior Applications: Replace existing high pressure sodium (HPS), low pressure sodium (LPS) and metal halide (MH) fixtures with new LED fixtures per Attachment C-1.
 - ii. Lighting Controls: Provide and install occupancy sensors, photocells, and dimming controls per Attachment C-1.
2. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
3. Coordinate receiving, unloading, handling, securing, and storing of all equipment necessary to complete the scope of work.
4. Provide traffic control and work coordination as needed with Madera to perform the installation.
5. Provide submittals for Madera review and approval, prior to release of equipment.
6. Start-up, test, and commission lighting systems in accordance with approved designs and applicable industry standards.

Exclusions & Clarifications:

1. Replacement of existing occupancy or dimming sensors is not included.
2. The Scope of work assumes that there are no broken lenses or ceiling tiles and that all existing fixtures have sufficient and functional power sources. No provisions have been made for replacing any existing lenses, ceiling tiles, or faulty electrical circuits.
3. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
4. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.

ECM 2: HVAC System Upgrades

Locations:

Facility	Address
Airport	4020 Aviation Dr, Madera, CA 93637
Bergon Community Center	238 S D St, Madera, CA 93638
City Hall	205 W 4th Street, Madera, CA 93637
Fire Station #6	317 N Lake St, Madera, CA 93638
Fire Station #7	200 Schnoor, Madera, CA 93637
Intermodal Transit Facility	123 N E St #101, Madera, CA 93638
New Transit Center	Building in Construction – Address TBD
Pan American Community Center	703 Sherwood Way, Madera, CA 93638
Police Department	330 S. C St, Madera, CA 93638
Public Works	1030 S. Gateway Dr., Madera CA 93637
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638
Wastewater Treatment Plant	13048 Rd 21 1/2, Madera, CA 93637
Youth Center	701 E 5th St, Madera, CA 93638

Scope of Work:

HVAC Packaged Unit Direct Replacements

ENGIE Services U.S. shall:

- 1) Provide and install new equipment to replace the existing equipment in the following table. New equipment shall be Carrier (or equivalent). Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.

Building Name	Unit Type	Unit ID	Qty	Manufacturer	Model #
Airport	Rooftop Packaged Unit	AC-1	1	Carrier	48GS-024
	Rooftop Packaged Unit	AC-2	1	Bryant	583APW060
Bergon Community Center	Rooftop Packaged Unit	AC-1	1	Carrier	Existing 5 ton
	Rooftop Packaged Unit	AC-2	1	York	D4CG090
City Hall	Rooftop Packaged Unit	RTU-2	1	Carrier	48GS-036
Fire Station #6	Split System/Furnace	F/CU-1	1	Bryant	561CP036/595CAV036
Intermodal Transit Facility	Rooftop Packaged Unit	AC-2	1	Carrier	48SS018
	Rooftop Packaged Unit	AC-3	1	Carrier	48HJE004
Pan American Community Center	Rooftop Packaged Unit	AC-1	1	Ruud	RRGF150065CK
	Rooftop Packaged Unit	AC-2	1	Ruud	RRGF250150CKR
	Rooftop Packaged Unit	AC-3	1	Ruud	RRGF200125CKR
	Rooftop Packaged Unit	AC-4	1	Ruud	RRGG-10E60CK
	Rooftop Packaged Unit	AC-5	1	Ruud	RRGG-10E60CK
	Rooftop Packaged Unit	AC-6	1	Ruud	RRGG-10E60CK
	Rooftop Packaged Unit	AC-7	1	Ruud	RRGG-10E60CK
Public Works	Rooftop Packaged Unit	AC-2	1	Carrier	48AD016
	Rooftop Packaged Unit	AC-4	1	Carrier	585B060

- 2) Safe-off, demolish, and remove existing equipment to be replaced.
- 3) Recover refrigerant per EPA guidelines. Recycle and/or dispose of equipment in accordance with all codes and regulations.
- 4) Provide crane and rigging to remove existing equipment and set new equipment.
- 5) Modify electrical as necessary and re-connect electrical services to new equipment.
- 6) Connect new mechanical equipment to new Ditech control system.
- 7) Provide and install new standalone smoke detectors for all Packaged Units rated over 2,000 CFM.
- 8) Start up and commission new equipment and test for proper operation.
- 9) Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.

- 10) Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
- 11) Provide traffic control and work coordination as needed with Madera to perform the installation.
- 12) Provide submittals for Madera review and approval, prior to release of equipment.
- 13) Provide engineering services to update Mechanical Sheets and Mechanical Equipment Schedules.
- 14) If required, provide structural calculations for rooftop unit replacements.

City Hall - Boiler, Chiller, & Cooling Tower Removal and Engineered Packaged Unit Replacement

Demolition

ENGIE Services U.S. shall:

1. Safe-off, remove and dispose of existing cooling tower on roof, condenser water pump, chilled water pump, water treatment equipment, water cooled chiller, boiler, boiler's pump and associated piping in the mechanical room.
2. Recover refrigerant per EPA guidelines. Recycle and/or dispose of equipment in accordance with all codes and regulations.
3. Cap any existing piping that will not be used with new mechanical equipment.
4. Remove and dispose of existing fan coil units/air handling units that will be replaced by new packaged AC.

New Equipment Installation

ENGIE Services U.S. shall:

1. Provide and install five (5) new packaged AC units to replace current 40-ton Trane water-cooled chiller, cooling tower, 1,000 MBH conventional boiler, and heating/chilled water pumps. New packaged units shall match the capacity of the existing equipment and be installed according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.
2. Modify existing piping as needed for new mechanical equipment.
3. Provide and install new frame in curbs for new rooftop packaged units.
4. Provide and install new air distribution for packaged AC.
5. Provide rigging for all rooftop equipment. All crane lifts shall be performed during off-hours.
6. Include all required line and low voltage electrical modification and connections. Provide new electrical disconnect and fuses as needed.
7. Provide and install new standalone smoke detectors for all Packaged Units rated over 2,000 CFM.
8. Start-up by factory trained personnel and commissioning per factory specifications.
9. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
10. Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
11. Provide traffic control and work coordination as needed with Madera to perform the installation.
12. Provide submittals for Madera review and approval, prior to release of equipment.
13. Provide engineering services to meet AHJ requirements including new Mechanical Sheets and Mechanical Equipment Schedules.
14. As needed, provide structural calculations for rooftop unit replacements.

City Hall - Multizone Unit Replacement and Engineered Packaged Unit Replacement

ENGIE Services U.S. shall:

1. Replace existing 30-ton Multizone packaged unit and install (5) new gas packaged AC units with corresponding duct into the existing zone supply plenums and return plenums.
2. Recover refrigerant per EPA guidelines. Recycle and/or dispose of equipment in accordance with all codes and regulations.
3. New factory curbs will be provided and installed.
4. The zones are paired down from (10) zones to (5) zones based on the existing solar exposures.
5. Existing thermofusers will be removed and replaced with supply registers to match existing.
6. Install new electrical sub panel on the roof to feed the new packaged units.
7. Modify the existing gas line to serve the new packaged AC units.
8. Include all required line and low voltage electrical modification and connections. Provide new electrical disconnect and fuses as needed.
9. Provide and install new standalone smoke detectors for all Packaged Units rated over 2,000 CFM.
10. Start-up by factory trained personnel and commissioning per factory specifications.

11. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
12. Coordinate receiving, unloading, handling, securing, and storing of all equipment necessary to complete the scope of work.
13. Provide traffic control and work coordination as needed with Madera to perform the installation.
14. Provide submittals for Madera review and approval, prior to release of equipment.
15. Provide engineering services to update Mechanical Sheets and Mechanical Equipment Schedules.
16. If required, provide structural calculations for rooftop unit replacements.

City Hall – PVC Roofing and Roof Improvements

Main Roof and Back Canopy Roof:

ENGIE Services U.S. shall:

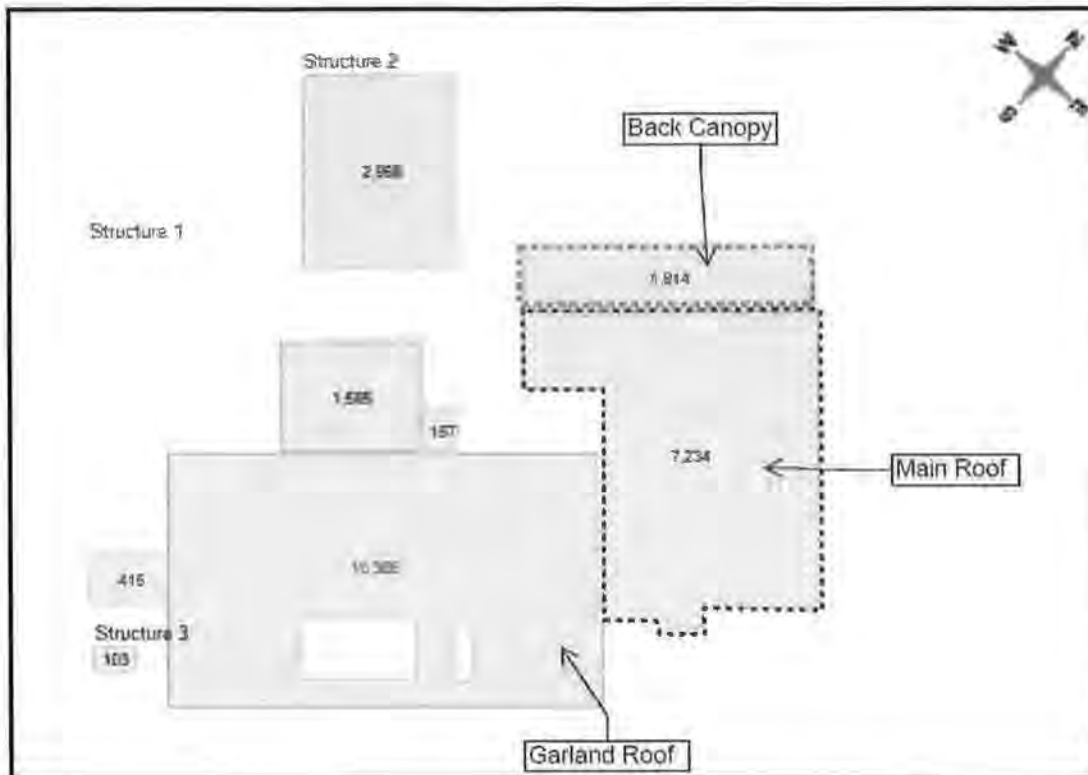
1. Remove existing roof system to deck. Dispose of debris per local ordinance.
2. Provide and install one (1) layer of R19 insulation at Main Roof area as indicated in the City Hall Roof Layout below. Insulation of Back Canopy area is not included.
3. Provide and install 1/4" Densdeck Prime or Securerock adhered to the insulation base.
4. Provide and install 60mil PVC adhered to the coverboard.
5. Re-use existing large and/or hooded vents.
6. Replace small vent flashings (8 inches & under) and tube or 2x3 outlets.
7. Install termination bar at counterflashing conditions. Existing counterflashing will be re-used/re-installed.
8. Provide and install PVC pipe boots, pre-fab corners, T-join patches, perimeter 1/2 sheets, and PVC coated metal details.
9. Provide and install new 24g GSM Kynar coping cap and/or PVC coated gravel stop where existing conditions dictate.
10. Roof in all A/C, fan and skylight curbs per manufacturer requirements.
11. Clean all debris from the site upon completion of the work.

Garland Roof:

ENGIE Services U.S. shall:

1. Roof-in five (5) new AC curbs per Garland requirements to maintain existing Garland warranty.

City Hall Roof Layout:



Energy Management System (EMS) Controls Installation

ENGIE Services U.S. shall:

1. Provide and install a Distech web-based energy management system (EMS) for remote access and control of HVAC units at the following sites.

Facility	Address	Quantity of Thermostats to Replace
Airport	4020 Aviation Dr, Madera, CA 93637	2
Bergon Community Center	238 S D St, Madera, CA 93638	2
City Hall	205 W 4th Street, Madera, CA 93637	12
Fire Station #6	317 N Lake St, Madera, CA 93638	2
Fire Station #7	200 Schnoor, Madera, CA 93637	2
Intermodal Transit Facility	123 N E St #101, Madera, CA 93638	4
New Transit Center	Building in Construction – Address TBD	0
Pan American Community Center	703 Sherwood Way, Madera, CA 93638	7
Police Department	330 S. C St, Madera, CA 93638	18
Public Works	1030 S. Gateway Dr., Madera CA 93637	4
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638	4
Wastewater Treatment Plant	13048 Rd 21 1/2, Madera, CA 93637	3
Youth Center	701 E 5th St, Madera, CA 93638	9

2. For the City Hall, convert existing pneumatic control to DDC control. Demolish existing pneumatic system and provide new Distech Eclipse System to control existing and new packaged AC system. New control system shall provide functioning control and monitoring of existing and new systems.
3. For the New Transit Center, provide BACnet integration with Distech Eclipse front end interface for the Daikin VRV system.
4. Provide start-up, programming and commissioning of the control system to integrate control of the units with the Distech web-based energy management system.
5. Replace existing thermostats with the quantities identified in the table above. New thermostats/room sensors shall be installed at the same location as the existing thermostats.

Exclusions & Clarifications:

1. Heating and cooling load calculations are excluded. The scope of work is based on matching the capacity of existing equipment.
2. Structural modifications or framing upgrades are excluded except as specifically set forth in this Scope of Work.
3. Permit fees are excluded. ENGIE Services U.S. will procure permits through City of Madera.
4. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.
5. Repairs or replacement of existing ductwork, piping, or insulation are excluded except as specifically set forth in this Scope of Work.
6. Installation of smoke detectors on any existing equipment is excluded except as specifically set forth in this Scope of Work.
7. Fire Life Safety integration of any kind is excluded.
8. Where feasible, Scope of Work includes using adaptor curbs for Roof-Top Unit installations.
9. New vibration isolation frames and curbs are excluded.
10. Roof patching and repair is excluded except as specifically set forth in this Scope of Work.
11. Chemical treatment is excluded.
12. Temporary cooling and/or heating is excluded. ENGIE Services U.S. assumes that occupants will be vacated from work areas during construction where access is required in the interior areas.
13. Air flow measurement stations are excluded.
14. Ethernet connectivity is assumed to be available at each site.
15. All work shall comply with Title 24 requirements.
16. All work shall comply with latest California Building Code, California Mechanical Code, California Plumbing Code, and National Electric Code.

ECM 3: Electric Vehicle Charging Stations

Locations:

Facility	Address	Quantity of EV Chargers
City Hall	205 W 4 th Street, Madera, CA 93637	5
Public Works	1030 S. Gateway Dr., Madera CA 93637	5
Total		10

Scope of Work:

ENGIE Services U.S. shall:

1. Provide and install dual-port level 2 commercial electric vehicle charging stations per the quantities listed above. Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.
2. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
3. Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
4. Provide traffic control and work coordination as needed with Madera to perform the installation.
5. Provide submittals for Madera review and approval, prior to release of equipment.
6. Start-up, test, and commission the EV charging stations in accordance with approved designs and applicable industry standards.
7. Coordinate billing parameters and website setup with EV charging station vendor and Madera.

Exclusions & Clarifications:

1. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
2. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.
3. Depending on EV charging station usage, energy utility costs may increase.
4. Ongoing licensing and billing fees will be the responsibility of Madera.
5. Madera will hold the rights to charge for the use of the EV charging stations.

ECM 4: Electrical Switchgear Replacements

Locations:

Facility	Address
Lions Town and Country Park	2300 Howard Rd., Madera, CA 93637

Scope of Work:

ENGIE Services U.S. shall:

1. Provide and install new electrical switchgears and panelboards to replace the existing electrical equipment in the following table. Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.

#	Description	Voltage	Amperage	Mount Method
1	Little League Field Switchgear	120 / 240 V	600 A	Pad Mounted
2	Athletic Field Switchgear	277 / 480 V	1600 A	Pad Mounted
3	Field Lighting Panelboard	277 / 480 V	100 A	Pole Mounted
4	Field Lighting Panelboard	277 / 480 V	100 A	Pole Mounted
5	Field Lighting Panelboard	277 / 480 V	100 A	Pole Mounted

2. Demolish and dispose of existing electrical equipment per local ordinances.
3. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
4. Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
5. Provide traffic control and work coordination as needed with Madera to perform the installation.
6. Provide submittals for Madera review and approval, prior to release of equipment.
7. Coordinate electrical shutdowns with Madera.
8. Start-up, test, and commission new electrical equipment in accordance with applicable industry standards.

Exclusions & Clarifications:

1. For the two (2) switchgear replacements, it is assumed that existing concrete pads can be re-used for the new equipment.
2. For the three (3) pole-mounted panelboard replacements, it is assumed that the existing poles can be re-used to mount the new equipment.
3. Temporary power is excluded.
4. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
5. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.

ECM 5: Power Quality and Reliability Upgrades

Location:

Facility	Address
Waste Water Treatment Plant	13048 Rd 21 ½, Madera, CA 93637

Scope of Work:

ENGIE Services U.S. shall:

1. Provide and install 200 kVAR switched capacitor bank and associated balance of systems at City of Madera Wastewater Treatment Plant
2. Provide and install power factor and current controller.
3. Change settings of existing Automatic Transfer Switch (ATS) to allow existing backup generator to automatically re-sync with utility grid. Coordinate settings with ATS and new power factor and current controller.
4. Start-up, test, and commission the equipment in accordance with applicable industry standards.

Exclusions & Clarifications:

1. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
2. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.

ECM 6: Solar Streetlighting Installations

Locations:

The location of each new solar streetlight will be provided by Madera staff.

Scope of Work:

ENGIE Services U.S. shall:

1. Provide, assemble, and install one hundred and fifty (150) Solar Streetlights along roads and intersections within the City of Madera. Streetlights shall be Sol EverGen M Series or equivalent. Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.
2. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
3. Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
4. Provide traffic control and work coordination as needed with Madera to perform the installation.
5. Provide submittals for Madera review and approval, prior to release of equipment.
6. Provide GPS locations of all installed streetlights.
7. Test and commission each solar streetlight in accordance with manufacturer recommendations.

Exclusions & Clarifications:

1. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
2. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.
3. Each solar streetlight will be entirely self-powered and will not require a utility connection.

GENERAL PROJECT EXCLUSIONS AND CLARIFICATIONS

The following exclusions and clarifications apply to all Solar Generating Facilities and ECMs included in this Scope of Work:

1. Madera will be responsible for obtaining and paying for inspections and any required Building, Mechanical, and Electrical Permits.
2. Madera will be responsible for hiring and paying all inspectors, including AHJ and other special inspectors.
3. Except as specifically set forth in this Scope of Work, AHJ plan check fees are excluded.
4. ADA, Fire Life Safety, and other work required as a result of AHJ submission are excluded.
5. ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.
6. Temporary utilities are to be provided by Madera at no cost to ENGIE Services U.S. (including, without limitation, trailer power, phone lines, and construction power).
7. Removal and disposal of Hazardous Substances, including asbestos containing materials, to be by Madera. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify Madera representative and stop further work in the area until the material is removed.
8. ENGIE Services U.S. will require the assistance of Madera personnel to secure the Project Location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
9. No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
10. No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
11. No temporary heating or cooling services have been included in the Contract Amount. ENGIE Services U.S. will attempt to phase Construction in such a way as to avoid complete interruptions of service.
12. ENGIE Services U.S. standard construction means and methods will be used.
13. Madera will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the Facilities.
14. Work will be performed during normal work hours; no overtime hours are included in the Contract Amount. The lighting retrofit Work will be performed so as not to unreasonably interfere with the building schedule. It is assumed that access for construction will be made available for a minimum of 8 continuous hours per day.
15. The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. ENGIE Services U.S. will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code.
16. No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify Madera representative.
17. No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation. ENGIE Services U.S. will notify Madera if any such conditions are encountered that will result in additional cost to Madera. Madera has the right to remove the affected portion of the Work from the Scope of Work by a mutually accepted Change Order.
18. Smoke detectors and fire alarm system work is excluded except as specifically set forth in this Scope of Work.
19. Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded, except as specifically set forth in this Scope of Work.
20. Painting, unless specified, is excluded.
21. With respect to lighting equipment maintenance and/or lamp and ballast retrofitting, Madera will properly ground lighting fixtures before ENGIE Services U.S. commences Work in compliance with applicable codes.
22. With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, Madera will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements adopted by the authority having jurisdiction. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
23. Where this Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor must be included in the lighting circuits. Madera is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the Facility grounding electrode system in compliance with the latest NEC adopted by the authority having jurisdiction.
24. With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. Madera is

responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction.

25. Electrical work shall not be performed on live electrical equipment.
26. ENGIE Services U.S. shall coordinate work and any required shut-downs with Madera personnel.

ENGIE Services U.S. Beneficial Use and Warranty criteria for specific pieces of equipment:

1. SOLAR GENERATING SYSTEMS - The ENGIE Services U.S. Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.
 - a. Solar Module Warranty: Solar modules will be provided with a 25-year manufacturer warranty
 - b. Solar Inverter Warranty: Solar inverters will be provided with a 10-year manufacturer warranty
2. LED LIGHTING - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
3. HVAC SYSTEM UPGRADES - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
4. ELECTRIC VEHICLE CHARGING STATIONS - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
5. ELECTRIC SWITCHGEAR REPLACEMENTS - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
6. POWER QUALITY AND RELIABILITY UPGRADES - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
7. SOLAR STREETLIGHTS - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
 - a. Solar Streetlight Warranty: Solar Streetlights will be provided with a 20-year warranty.

Tentative Scopes of Work to receive Substantial and Final Completion:

Scope of Work	Location	Total Qnty of SC	Total Qnty of FC
Solar Generating Facilities	10 Sites	10; one per site	10; one per site
ECM 1: LED Lighting Retrofits	16 Sites	16; one per site	18; one per site
ECM 2: HVAC System Upgrades	-	-	-
- HVAC Packaged Unit Direct Replacements	7 Sites	7; one per Site	7; one per Site
- City Hall - Boiler, Chiller, & Cooling Tower Removal and Engineered Packaged Unit Replacement	1 Site	1; for entire Scope	1; for entire Scope
- City Hall - Multizone Unit Replacement and Engineered Packaged Unit Replacement	1 Site	1; for entire Scope	1; for entire Scope
- City Hall - PVC Roofing and Roof Improvements	1 Site	1; for entire Scope	1; for entire Scope
- Energy Management System (EMS) Controls Installation	14 Sites	14; one per Site	1; for entire Scope
ECM 3: Electric Vehicle Charging Stations	2 Sites	2; one per Site	2; one per Site
ECM 4: Electrical Switchgear Replacements	1 Site	1; for entire Scope	1; for entire Scope
ECM 5: Power Quality and Reliability Upgrades	1 Site	1; for entire Scope	1; for entire Scope
ECM 6: Solar Streetlights	City Wide	1; for entire Scope	1; for entire Scope

ATTACHMENT D
MONITORING INSTALLATION SCOPE OF WORK

Overview of DAS Network Installation and Equipment Requirements

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plants.

ENGIE Services U.S. DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s); in accordance with City's specifications.
- Test and verify solar generating facility(s) network connectivity.
 - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated City of Madera/Facility maintenance staff.

ATTACHMENT E
M&V SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform measurement and verification services ("M&V Services") as set forth in this Attachment E with respect to Madera's property at the following Project Locations:

Facility	Address
Airport	4020 Aviation Dr, Madera, CA 93637
Bergon Community Center	238 S D St, Madera, CA 93638
City Hall	205 W 4th St, Madera, CA 93637
Fire Station #6	317 N Lake St., Madera, CA 93638
Fire Station #7	200 S Schnoor St., Madera, CA 93638
Intermodal Transit Facility	123 N E St., Madera, CA 93638
Lions Town and Country Park	2300 Howard Rd., Madera, 93637
Madera Community Center	1901 Clinton St, Madera, CA 93638
Madera Swimming Pool	221 Flume St, Madera, CA
Millview Park	1910 Clinton St, Madera, CA 93638
Pan American Community Center	703 Sherwood Way, Madera, CA 93638
Police Station	330 S C St, Madera, CA 93638
Public Works	1030 S Gateway Dr, Madera, CA 93637
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638
Waste Water Treatment Plant	13098 Rd 21 ½, Madera, CA 93637
Youth Center	701 E 5th St, Madera, CA 93638

I. Definitions:

Capitalized terms used in this Attachment E and not defined in the Contract, have the meanings set forth below:

"Accumulated Savings" means, as of any date of determination, the cumulative total of Excess Savings.

"Actual Energy Rate" means, for any Measurement Period, utility rates calculated by ENGIE Services U.S. using actual utility billing information supplied by Madera for that Measurement Period.

"Annual M&V Fee" means a fee payable annually in advance by Madera to ENGIE Services U.S., in consideration of the provision of up to five (5) years of M&V Services. The Annual M&V Fee for the first Measurement Period will be Thirty-Seven Thousand Three Hundred Thirty-Two Dollars (\$37,332.00). The Annual M&V Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first five (5) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period.

"Assessment Work" means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

"Average Energy Unit Savings" means, with respect to any number of consecutive Measurement Periods, the arithmetic mean of the Energy Unit Savings for such number of Measurement Periods.]

"Base Energy Rate" means the dollars per energy unit for each building and/or each ECM, set forth in this Attachment E, Section (III), and used by ENGIE Services U.S. to calculate the EC Savings.

"Baseline" means the energy use established by ENGIE Services U.S. from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

"EC Savings" means the savings in units of dollars (\$) calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Rate Factors" means factors identified by ENGIE Services U.S. which may affect utility rates from the local utility companies.

"Energy Savings Report" is defined in this Attachment E, Section (II)(D).

"Energy Savings Term" means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the twentieth (20th) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by Madera of the M&V Services in accordance with this Attachment E, Section (II)(G); or (iv) the failure by Madera to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H)(i).

"Energy Unit Savings" means the savings in units of energy, power, water, etc., calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

"Energy Use Factors" means factors identified by ENGIE Services U.S. which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

"Energy Use Savings" means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

"Excess Savings" means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in this Attachment E, Section (II)(I)(iv).

"Guarantee Payment" means, for any Measurement Period, either: (i) a cash payment by ENGIE Services U.S. to Madera in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(ii); or (ii) additional energy services or energy saving retrofits requested by Madera with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(iii).

"Guarantee Shortfall" means an amount calculated in accordance with this Attachment E, Section (II)(I)(v).

"Guaranteed Savings" means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by ENGIE Services U.S. for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Year	Guaranteed Savings
1	\$1,282,987
2	\$1,333,224
3	\$1,385,430
4	\$1,101,357
5	\$1,144,585
6	\$1,189,512
7	\$1,236,203
8	\$1,284,730
9	\$1,335,163
10	\$1,387,578
11	\$1,442,052
12	\$1,498,668
13	\$1,557,508
14	\$1,618,661
15	\$1,682,218
16	\$1,748,272
17	\$1,816,923
18	\$1,888,273
19	\$1,962,428
20	\$2,039,498

"IPMVP" means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

"Projected Energy Savings" means those Energy Unit Savings which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (III).

"Savings Guarantee" is defined in this Attachment E, Section (II)(A)(i).

II. Terms and Conditions

A. Guaranteed Savings.

- i. Savings Guarantee. In consideration of the payment of the Annual M&V Fee, and upon the terms and subject to the conditions set forth herein, ENGIE Services U.S. warrants that Madera will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the "Savings Guarantee"), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- ii. Guarantee Payment. For any Measurement Period in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to Madera, within thirty (30) calendar days after the acceptance by Madera of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.
- iii. Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of Madera, Madera would benefit from additional energy services or energy saving retrofits, Madera and ENGIE Services U.S. may mutually agree that ENGIE Services U.S. will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.
- iv. Excess Savings. For any Measurement Period in which there are Excess Savings, Madera will repay to ENGIE Services U.S., to the extent of such Excess Savings, any Guarantee Payments previously paid by ENGIE Services U.S. to Madera and not previously repaid to ENGIE Services U.S. by Madera, and the Excess Savings for such Measurement Period will be reduced by the amount of such repayment. If ENGIE Services U.S. has provided services or retrofits in lieu of the Guarantee Payment for a prior Measurement Period, such that the Guarantee Payment for such Measurement Period cannot be repaid by Madera, then in lieu of such repayment Excess Savings will be increased by the deemed value of such services or retrofits.
- v. Excusable Events. If ENGIE Services U.S. is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any Excusable Event, such circumstance will not constitute a default, and ENGIE Services U.S. will be excused from performing the M&V Services while such event is continuing. During such event, Projected Energy Savings for the month(s) in which such event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.
- vi. Average Energy Unit Savings. For any Measurement Period beginning with fifth (5th), upon completion of that Measurement Period's Energy Savings Report, ENGIE Services U.S. has the right to calculate the Average Energy Unit Savings which have occurred over all previous Measurement Periods. The Average Energy Unit Savings will be applied to all subsequent Measurement Periods to determine the Energy Unit Savings for each remaining Measurement Period. After applying such Average Energy Unit Savings for each subsequent Measurement Period and calculating the resulting EC Savings, if the *sum* of (i) such calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is greater than the Guaranteed Savings for that Measurement Period, then such excess will be Excess Savings and the Savings Guarantee will have been met for that Measurement Period. If such *sum* of (i) calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is less than the Guaranteed Savings for that Measurement Period, then ENGIE Services U.S. will apply Accumulated Savings then outstanding to determine whether there is a Guarantee Shortfall for that Measurement Period. If a Guarantee Shortfall is calculated to exist for a future Measurement Period, ENGIE Services U.S. may, in its sole discretion, pay to Madera, not later than the ninetieth (90th) day of such future Measurement Period, the net present value of the Guarantee Shortfall for any or all of such future Measurement Period(s). Net present value will be determined using a discount rate of ten percent (10%).

B. Changes in Energy Use Factors.

- i. Adjustments to Baselines. Madera will notify ENGIE Services U.S. in writing within ten (10) Business Days of any change in any Energy Use Factor. In addition, data collected by ENGIE Services U.S. during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. ENGIE Services U.S. will determine the effect that any such change will have on EC Savings and present to Madera a

written analysis of the effects of such changes. ENGIE Services U.S. will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.

- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. ENGIE Services U.S. will notify Madera, in writing, of all such changes.
- iii. Changes to Facilities. Madera or ENGIE Services U.S. may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Attachment E, Section (II)(B)(iii).
- iv. Baseline Adjustment. If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of Madera's business or cause Madera to incur additional costs, and Madera does not consent to the changes, then ENGIE Services U.S. will adjust the Baselines upward by the amount of savings projected from the changes.
- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by ENGIE Services U.S.
- vi. Assessment Work. ENGIE Services U.S. has the right to charge Madera for Assessment Work, which will be billed at current ENGIE Services U.S. engineering rates and will be paid by Madera within thirty (30) calendar days after receiving ENGIE Services U.S.'s invoice. Before initiating Assessment Work, ENGIE Services U.S. will notify Madera in writing of the intent and estimated cost associated with the Assessment Work. Madera will, within forty-five (45) calendar days, give ENGIE Services U.S. written permission to proceed or, alternatively at no charge to ENGIE Services U.S., to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If ENGIE Services U.S. does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as Madera approves the Assessment Work.
- vii. Changes in Energy Use Factors. If Madera fails to notify ENGIE Services U.S. of changes in Energy Use Factors or fails to supply ENGIE Services U.S. in a timely manner with information that is requested by ENGIE Services U.S. for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. Change Order – Savings Effect. ENGIE Services U.S. will calculate the energy impact of any Change Orders.
- ix. Changes in Savings Calculations. Any changes made by ENGIE Services U.S. to the savings calculations will be presented to Madera in advance. Madera will have thirty (30) calendar days to challenge or question the changes in writing.
- x. Inspection of Facilities. Madera agrees that ENGIE Services U.S. will have the right, with or without prior notice, to inspect the Facilities to determine if Madera has consistently complied with its obligations as set forth above. If any inspection discloses that Madera has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the Energy Savings Term during which such failure will have existed.
- xi. Interference. Madera may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, Madera will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, Madera agrees that the Guaranteed Savings for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present Madera with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference.

C. Madera Maintenance. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, Madera will maintain such portion of the Work and upon Final Completion will maintain the Project, in accordance with the maintenance schedules and procedures recommended by ENGIE Services U.S. and by the manufacturers of the relevant equipment, such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities. Madera is also responsible for managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.

D. Energy Savings Report. Annually during the first five (5) Measurement Periods of the Energy Savings Term, ENGIE Services U.S. will submit to Madera an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). ENGIE Services U.S. will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case Madera will be notified of such a situation within the ninety (90) calendar-day period.

E. On-Site Measurements. Madera irrevocably grants to ENGIE Services U.S. the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. ENGIE Services U.S. will not exercise such right in a manner that unreasonably interferes with the business of Madera as conducted at the Facilities as of the date hereof. Madera will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Attachment E, Section (II)(E). Madera will further cooperate with ENGIE Services U.S.'s performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by ENGIE Services U.S.

F. Termination of Guaranteed Savings. If (i) Madera notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by Madera or by Madera for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Attachment F, or (iv) Madera fails to maintain the Project in accordance with this Attachment E, Section (II)(C), or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period.

G. Annual M&V Fee.

- i. Invoicing and Payment. The Annual M&V Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Madera in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. Madera, or its designee, will pay ENGIE Services U.S. such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless Madera gives ENGIE Services U.S. prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H) will be a material default by Madera under the Contract, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make Guarantee Payments.
- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. Not Refundable. The Annual M&V Fee is not refundable for any reason.

H. Calculations.

- i. Calculation of Accumulated Savings. Accumulated Savings will be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and will be decreased, for any Measurement Period, by the difference, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- ii. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the Energy Use Savings, in each case as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period will be included in the EC Savings for the first Measurement Period.

- iii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by ENGIE Services U.S. as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- iv. Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III). For the avoidance of doubt, Excess Savings will not be reduced below zero.
- v. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the sum of (a) EC Savings for such Measurement Period plus (b) Accumulated Savings then outstanding.

III. Methodologies and Calculations

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

Table E-1: Measurement and Verification Methods

ECM	ECM Description	M&V Method	
		Electric Usage	Electric Demand
ECM-1	LED Lighting Retrofits	Option A	N/A
SGF	Solar Generating Facilities	Option B	N/A

1. M&V Option A: This option allows for the energy savings to be predicted, measured, and agreed upon between Madera and ENGIE Services U.S. One-time measurements and stipulated parameters are used to quantify savings that are stipulated for the term of the Contract.
 - a. ENGIE Services U.S. will supply a one-time report to Madera detailing the measurements and calculation of savings. If the calculated savings fall short of those expected, ENGIE Services U.S. will have the opportunity to remedy the short fall and re-measure and calculate the results. Such work will be done at ENGIE Services U.S.'s expense and will not be unreasonably denied by Madera, as long as such work does not interfere with Madera's use of the Facilities. These calculated savings will be defined as Energy Unit Savings and will be agreed to occur each Measurement Period. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.
 - b. Scope of Work
The Energy Savings generated from the installation of the lighting ECMs will be measured and verified using IPMVP Option A. These savings will be measured and calculated by the following method:
 1. The reduction in units of electric demand (kW) from the installation of the lighting ECMs is to be measured directly using a calibrated true-RMS watt meter or stipulated based on the following parameters. Existing and to-be-installed fixture types will be grouped project-wide, based on the type of fixture (i.e., type of lamp, number of lamps and ballast type) and the assumed wattage. All lamps without ballasts (incandescent), along with exit signs, will be stipulated at their manufacturer's rated wattage. Groups of fixtures with ballasts will be measured in the following manner.
 - a. For groups with 1,000 or more fixtures, ten (10) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
 - b. For groups with 500 or more fixtures but fewer than 1,000, seven (7) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
 - c. For groups with 100 or more fixtures but fewer than 500, four (4) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
 - d. For groups with 99 or fewer fixtures or where measurements are not physically possible, the measured wattage will be stipulated for that group to equal the wattage defined in Attachment

C, showing the existing fixture codes, quantities, and manufacturer's rated wattage for these type fixtures.

2. Assumptions: The annual unit consumption savings (kWh) for each retrofit will be calculated by multiplying the demand savings as calculated above by the Occupied Annual Hours, where the Occupied Annual Hours have been agreed upon and stipulated to by Madera and are presented in Table E-2 below. The Energy Unit Savings (kWh) will be the sum of the calculated annual unit consumption savings for each retrofit.

Table E-2: Annual Lighting Hours by Room Type – Stipulated

Agreed Upon Lighting Hours of Operation		
Facility	Area Type	Annual Hours
City-wide	Airport Hangar	728
City-wide	Always on	8,760
City-wide	As Needed	260
City-wide	Conference Room	1,560
City-wide	Council Chamber	1,040
City-wide	Custodian	1,040
City-wide	Dial a ride	4,368
City-wide	Electrical Mechanical	2,600
City-wide	Exercise	1,560
City-wide	Exterior	4,368
City-wide	Fire apparatus bay	2,184
City-wide	Fire dorm	2,184
City-wide	Garage	1,040
City-wide	Hallway-Lobby-Stair	2,600
City-wide	Intermodal Lobby	4,368
City-wide	Kitchen	1,560
City-wide	Laboratory	3,120
City-wide	Lobby	3,120
City-wide	Locker Room	1,560
City-wide	Lounge/Breakroom	2,080
City-wide	MPR	2,600
City-wide	Office open	3,120
City-wide	Police dispatch	3,640
City-wide	Police Interview	1,460
City-wide	Private	2,600
City-wide	Restroom Open	2,080
City-wide	Restroom Single	1,560
City-wide	Retail	3,744
City-wide	Sports field	728
City-wide	Storage-Active	2,200
City-wide	Storage-Inactive	260
City-wide	Wastewater treatment	4,368
City-wide	Work Room	3,120
Public Works	As Needed	1,248
Public Works	Auto repair	3,640
Public Works	Classroom	2,600
Public Works	Dining	2,080
Public Works	Electrical Mechanical	520
Public Works	Elevator - 24/7	8,760
Public Works	Exterior	4,368
Public Works	File room	1,560

Public Works	Gym	2,080
Public Works	Hall	3,640
Public Works	Hall	3,744
Public Works	Kitchen	1,560
Public Works	Kitchen	2,600
Public Works	Lobby	2,600
Public Works	Lobby	3,120
Public Works	Lobby	3,744
Public Works	Lounge/Breakroom	3,640
Public Works	Multipurpose	3,744
Public Works	Office Enclosed/Conference	3,120
Public Works	Office Enclosed/Conference	3,744
Public Works	Open office	3,640
Public Works	Open office	3,744
Public Works	Restroom Open	3,640
Public Works	Restroom Single	1,560
Public Works	Stair - 24/7	8,760
Public Works	Storage-Active	520
Public Works	Walk in	260
Public Works	Warehouse	3,640
Public Works	Workshop	3,640

- Post-retrofit measurements will be performed one time, after the retrofit is complete. Post-retrofit ECM performance is assumed to be consistent for the duration of the Energy Savings Term.
- EC Savings achieved from the lighting ECMs are calculated by the following equation:
EC Savings = Energy Unit Savings X Base Energy Rate

Table E-3: Lighting Annual Savings by Site (ECM-1)

Location/ECM	Projected Annual Savings (kWh)
Airport	21,414
Bergon Community Center	12,130
City Hall	47,519
Fire Station #6	10,209
Fire Station #7	8,883
Intermodal Transit Facility	15,199
Lions Town & Country Park	49,484
Madera Community Center	20,621
Madera Swimming Pool	8,289
Millview Park	4,166
Pan American Community Center	30,518
Police Station	61,934
Public Works	58,679
Successor Redevelopment Agency	22,912
WWTP (NEM)	68,370
Youth Center	18,451
Total	458,778

2. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
- a. ENGIE Services U.S. will supply a one-time report to Madera detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.
 - b. Scope of Work
No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against production shown on the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in *Table E-4* below and is projected to degrade by 0.4% per year.

Table E-4: First Year Solar PV Production (SGF)

Location/ECM	Projected Annual Production (kWh)
Airport	136,800
City Hall	232,655
Fire Station #6, Madera Swimming Pool & Youth Center	188,765
Lions Town & Country Park	566,865
Millview Park	182,020
Pan American Community Center	53,381
Police Station	209,475
Public Works	143,925
WWTP (NEM)	1,734,700
WWTP (RES-BCT)	4,453,600
Total	7,902,186

- c. Assumptions: Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.
 - d. Baselines and Projected Savings: EC Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. EC Savings will be calculated and presented in ongoing reports. During the Construction Period, the EC Savings will be calculated by adding the production measured for the period between Substantial Completion of the ECM and the M&V Commencement Date.
3. Base Energy Rates: EC Savings will be calculated using the Base Energy Rates or Actual Energy Rates for that meter, whichever results in greater EC Savings. Actual Energy Rates will be calculated at the end of each Measurement Period using utility billing information for that Measurement Period and using the same methodology as was employed to determine the base energy rate in the Recommendations.

The Base Energy Rates listed here are to be increased each Measurement Period on a cumulative basis by four and three-tenths percent (4.30%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

Table E-5: Base Energy Rates

Location/ECM	Electricity Rate (\$/kWh)
ECM-1: Airport	0.2289
ECM-1: Bergon Community Center	0.2434
ECM-1: City Hall	0.2172
ECM-1: Fire Station #6	0.2358
ECM-1: Fire Station #7	0.2327
ECM-1: Intermodal Transit Facility	0.2314
ECM-1: Lions Town & Country Park	0.1926
ECM-1: Madera Community Center	0.2380
ECM-1: Madera Swimming Pool	0.2018
ECM-1: Millview Park	0.2274
ECM-1: Pan American Community Center	0.2395
ECM-1: Police Station	0.1717
ECM-1: Public Works	0.2168
ECM-1: Successor Redevelopment Agency	0.2284
ECM-1: WWTP (NEM)	0.2490
ECM-1: WWTP (NEM - Year 4, <i>*rate switch</i>)	0.2370
ECM-1: Youth Center	0.2531
SGF: Airport	0.2695
SGF: City Hall	0.1527
SGF: Fire Station #6, Madera Swimming Pool & Youth Center	0.2254
SGF: Lions Town & Country Park	0.1785
SGF: Millview Park	0.2422
SGF: Pan American Community Center	0.2205
SGF: Police Station	0.1514
SGF: Public Works	0.2033
SGF: WWTP (NEM)	0.3011
SGF: WWTP (NEM - Year 4, <i>*rate switch</i>)	0.1465
SGF: WWTP (RES-BCT)	0.0734

ATTACHMENT F
MAINTENANCE SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform preventive maintenance services ("Maintenance Services") as set forth in this Attachment F with respect to Generating Facilities being constructed on Madera's property at the following Project Locations:

Site Name	Site Address	City	County	State	Zip Code
Airport	4020 Aviation Dr	Madera	Madera	CA	93638
City Hall	205 W 4th St	Madera	Madera	CA	93638
Fire Station #6, Madera Swimming Pool, and Youth Center	701 E 5th St	Madera	Madera	CA	93638
Lions Town and Country Park	2300 Howard Rd	Madera	Madera	CA	93638
Millview Park	1910 Clinton St	Madera	Madera	CA	93638
Pan American Community Center	703 Sherwood Way	Madera	Madera	CA	93638
Police Station	330 S C ST	Madera	Madera	CA	93638
Public Works	1030 S Gateway Dr	Madera	Madera	CA	93638
Wastewater Treatment Plant (NEM)	13098 ROAD 21 1/2	Madera	Madera	CA	93637
Wastewater Treatment Plant (RES-BCT)	13098 ROAD 21 1/2	Madera	Madera	CA	93637

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

I. Definitions

"**Annual Maintenance Fee**" means a fee payable annually in advance by Madera to ENGIE Services U.S., in consideration of the provision of up to twenty (20) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Sixty Thousand Eight Hundred Eighteen Dollars (**\$60,818.00**). The Annual Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first five (5) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Maintenance Fee for each Measurement Period after the fifth (5th) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

II. Term

So long as Madera pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to twenty (20) years from the M&V Commencement Date on an annualized basis. At the end of this term, Madera may:

- Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- Enter into an agreement with another service provider
- Self-perform preventive maintenance

III. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Madera in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. Madera, or its designee, will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by Madera, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to Madera on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, Madera's new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

IV. Preventive Maintenance Services Provided

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis. Inspect (150) Street light modules for operation and provide any needed repairs
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. Monitoring: Monitor PV system performance and (150) street light functionality on a daily basis.
- d. Cleaning:
 - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
 - ii Wash PV modules and remove accumulated dust and debris on an annual basis.

V. Repair Services

If a Generating Facility or street light pole is damaged and requires safe-off, repair, demolition and/or reconstruction, Madera must contact the ENGIE Services U.S. PV Operations & Maintenance Manager. In the event of damage, any component of the Generating Facility installed by ENGIE Services U.S. can be repaired or reconstructed by ENGIE Services U.S. at Madera's request. Madera must submit a request for quotation to the ENGIE Services U.S. PV Operations & Maintenance Manager. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to Madera to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and Madera must execute a work order, on ENGIE Services U.S.'s form, for the agreed scope of work and quotation amount. Repair work is done on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays Equals 1.5x Rates. Sundays & Holidays Equals 2.0x Rates.

Labor Category		Straight Time
Hourly Rate – PV Electrical Journeyman Technician	\$/hr.	\$ 150.00
Hourly Rate – PV Electrical Apprentice Technician	\$/hr.	\$ 65.00
Hourly Rate – Engineering	\$/hr.	\$ 170.00
Hourly Rate – Administrative	\$/hr.	\$ 65.00
Service call-out - Daily minimum fee	\$	\$ 550.00
Mileage	\$	IRS Rate
Material mark-up %	%	15.00%
Lift rental fee	\$	Current Market Price

VI. Warranty Services

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be Madera's point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Section 9.01 of the Contract. Madera should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to Madera in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered to Madera at Final Completion.

VII. Services and Equipment to Be Covered by Madera

ENGIE Services U.S.'s obligations under this Attachment F are expressly conditioned upon Madera's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.
- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.
- d. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- e. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- f. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- g. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- h. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.
- i. Ensure no vehicles are parked within safe distance of the street light pole during maintenance and repair requests.
- j. Wash (150) street light PV modules and remove accumulated dust and debris as needed.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by Madera's failure to satisfy the conditions set forth in this Attachment F.

**ATTACHMENT G
SCOPE OF EDUCATION SERVICES**

ENGIE Services U.S. will perform educational services ("Education Services") as set forth in this Attachment G at the City of Madera.

I. Term

ENGIE Services U.S. will provide the Education Services, as described herein, from the Contract Effective Date through June 2022.

II. Educational Services Provided

Sustainability Ambassador Program

ENGIE Services U.S. will engage with high school-aged youth in the City of Madera to provide training and work experiences in the areas of sustainability and energy.

Timing and schedule to be determined in collaboration with the City of Madera for the following:

- Ten (10) interns
- Compensated at the minimum wage required by California law
- Each intern will be compensated for up to sixty (60) hours of work

Interns will work with ENGIE Services U.S., ENGIE Services U.S.'s Partners, and City of Madera staff to perform the following:

- Lead local efforts to reduce local energy & water consumption
- Take field trips to understand critical City of Madera infrastructure
- Learn about opportunities in local government and green engineering & construction
- Organize community events and projects

The City of Madera will provide training space for these sessions.

Communications Support

ENGIE Services U.S. will assist the City of Madera in sharing the activities and results of these internships out to the community through:

- Providing one (1) summary report of the internship program including relevant metrics and data
- Supporting City of Madera staff on key relevant City of Madera communications

**Attachment 4: PG&E Generating Facility Interconnection Agreement (Multiple
Tariff NEM2MT)**



Electric Sample Form No. 79-1069-02
Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)

Sheet 1

**Please Refer to Attached
Sample Form**



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

This *Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)* (Agreement) is entered into by and between _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E’s Electric System to serve the electrical loads at the location identified in Section 2.4 (or for the qualifying energy where permitted under Section 218 of the California Public Utilities Code (PUC). The Generating Facility must be a combination of generators, but must include at least one NEM2 “Eligible customer-generator.” (as defined in PG&E’s Schedule NEM2). “Eligible customer-generator” may also include other eligible customer-generators such as NEM2 Renewable Electrical Generation Facility(ies), Renewable Electrical Generation Facility(ies) (as defined in PG&E’s Schedule NEM) or Eligible Fuel Cell Electrical Generating Facility(ies) (as defined in PG&E’s Schedule NEMFC), as allowed under Special Condition 4 of Schedule NEM2.

- 1.1. This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Section 2827.1 et seq. of the PU Code and the applicable PG&E tariffs for net energy metering. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by PG&E to Producer. Such arrangements must be made separately between PG&E and Producer.
- 1.2. This Agreement does not address Producer’s account billing and payment for energy consumption. For the Generating Facility as specified in Section 2 of this Agreement, please refer to the applicable PG&E net-energy-metered (NEM and/or NEM2) tariff schedules for billing and payment protocol.

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer’s Generating Facility and loads are interconnected with PG&E’s Electric System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Producer's electric service agreement ID number: _____
(Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.5.2 Non-Eligible Generator(s): _____ kW

2.5.3 **Total Gross** Nameplate Rating of the Generating Facility:
_____ kW

2.6 The Net Nameplate Rating of the Generating Facility is:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.6.2 Non-Eligible Generator(s): _____ kW

2.6.3 **Total Net** Nameplate Rating of the Generating Facility: _____ kW

2.7 The maximum level of power that may be exported by the Generating Facility to PG&E's Electric System is expected to be:

2.7.1 Eligible Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.7.2 Non-Eligible Generator(s): _____ kW



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.7.3 **Total maximum level of power** that may be exported
by the Generating Facility: _____ kW

2.8 the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode
☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

2.9 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.10 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator technology of the Generating Facility:

Requirements for Distributed Energy Resource Generation as such term is used in Section 353.1 of the PU Code.

biomass	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>	digester gas	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>
solar thermal	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>	municipal solid waste	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>
photovoltaic	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>	landfill gas	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>
wind	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>	ocean wave	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>
geothermal	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>	ocean thermal	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>
fuel cell	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>	tidal current	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>
small hydroelectric generation	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>	biogas digester (under NEMBIO)	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>
fuel cell (under NEMFC)	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>	other technology	are met _____ <input type="checkbox"/> are not met _____ <input type="checkbox"/>

2.11 Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is: _____



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.
- Appendix A - Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
 - Appendix B - Web-site references to Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
 - Appendix C - A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service* (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).
 - Appendix D - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the PU Code (when applicable).
 - Appendix E - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the PU Code (when applicable).
 - Appendix F - NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel
 - Appendix G - Producer's warranty that it meets the requirements for an Eligible Biogas Digester Electrical Generating Facility, (applicable Generator(s) only) as defined in Section 2827.9 of the PU Code (when applicable).
 - Appendix H - Schedule NEM and/or NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code.
 - Appendix I -Operating Requirements for Energy Storage Device(s) (when applicable).
 - Appendix J - NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.
- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21 Section C.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement, or
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Electric System is closed or terminated, or
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
 - (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

- 5.1 Except for that energy delivered to PG&E's Electric System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM-2 tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.
- 5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 79-1174-02),



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) (Form 79-1069-02); (4) a copy of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Electric System Modifications. Such approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.

- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Electric System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Electric System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Electric System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Electric System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 5.7 Producer shall not deliver reactive power to PG&E's Electric System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements)), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 5.10 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for a NEM and/or NEM2 Generating Facility, that all major solar system components (if any) are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.11 Producer certifies as a part of each interconnection request for a NEM and/or NEM2 Eligible Generating Facility that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed “agreement” has been provided ensuring proper maintenance and continued system performance.
- 5.12 Producer on this tariff must pay for the interconnection of their NEM2 Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.
- 5.13 If Producer’s Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E’s Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.
- 5.14 Smart Inverters
- For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.
- Distribution Provider may require a field verification of the Producer’s inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.
- (Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at:
-
- Verification of compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E’s Electric Rule 21.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

An “existing inverter” is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

6. INTERCONNECTION FACILITIES

- 6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E’s Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer’s Generating Facility.
- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3 If the provisions of PG&E’s Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

- 6.4 The Interconnection Facilities may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for PG&E's administration and billing pursuant to PG&E's tariffs for net energy metering.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

- 8.3 If Producer's Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email to the following:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the address specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGIContractMgmt@pge.com

If to Producer:

Customer-Generator Name: _____
Address: _____
City: _____
Phone: (____) _____
FAX: (____) _____

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Electric System.
- 10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.
- 10.3 As a condition of interconnection, pursuant to California Public Utilities Commission (CPUC) Decisions 14-11-001, 20-08-001, and 21-06-026, PG&E is required to provide certain data, including but not limited to confidential customer information, to the CPUC and its contractors, the California Department of Consumer Affairs Contractors State License Board, and the



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

California Department of Financial Protection & Innovation (the "State Entities"). Producer authorizes PG&E to release any and all information contained in its application, and addendum if applicable for interconnection to the State Entities identified in this Section 10.3 without further notification or consent.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)**

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

_____ (Company Name)	_____ PACIFIC GAS AND ELECTRIC COMPANY
<i>Cole Scroggins</i> _____ (Signature)	<i>Will Scott</i> _____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	<i>01/30/2024</i> _____ (Date)



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)**

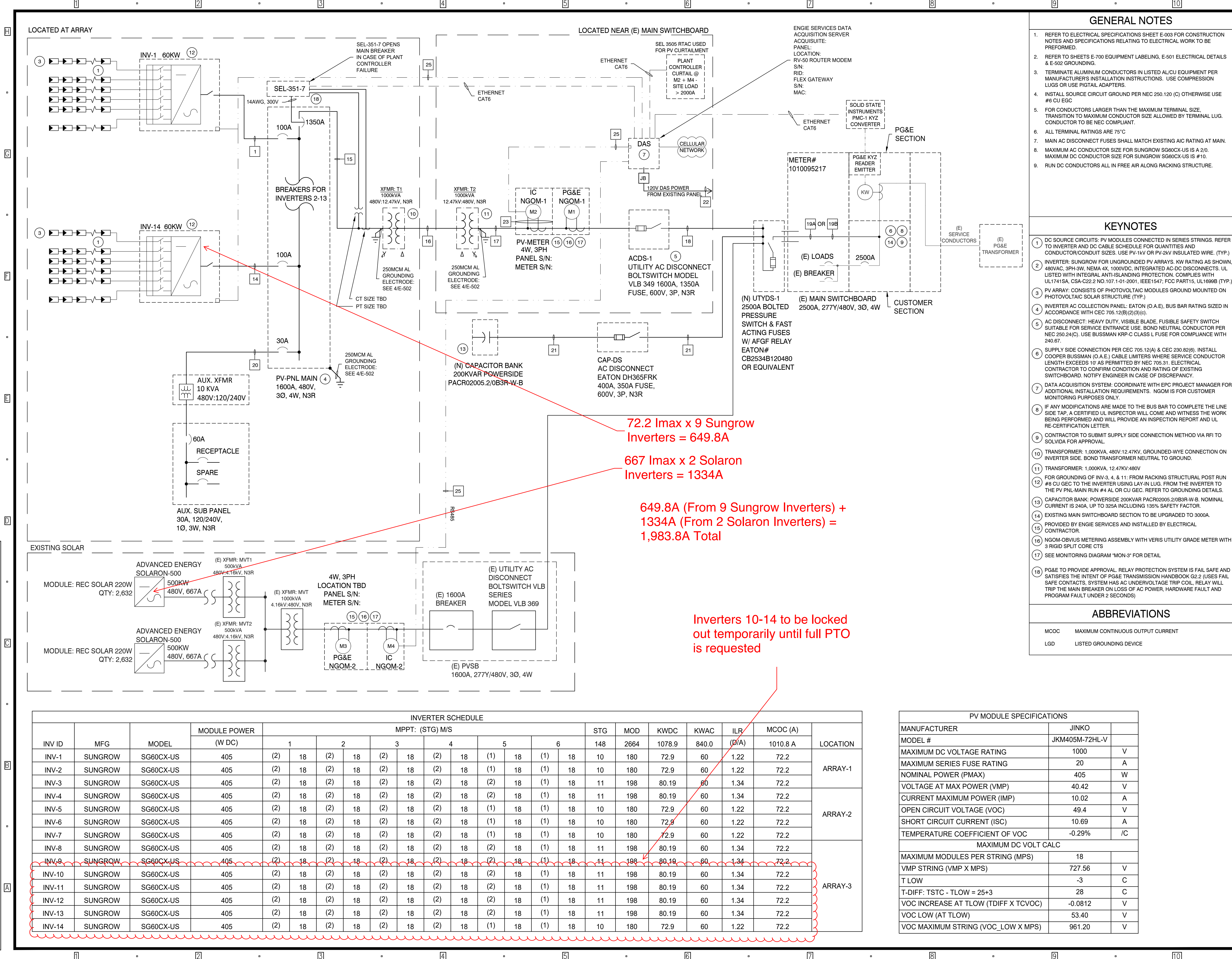
Appendix A

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)**

(Note: The Description of the Generating Facility should include, but not limited to, for each of the technology types of generation: spatial configuration, net and gross nameplate ratings, manufacturer, if the generators are certified under Rule 21, protection equipment, and intended mode of operation [i.e. non-export: export up to 2 seconds; inadvertent export: export between 2 seconds and 60 seconds; and continuous export: export greater than 60 seconds]. Additionally points of interconnection with PG&E, as well as locations and type of protection equipment and disconnect switches should be identified.)

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**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)**

Appendix B

APPENDIX B

RULES “2” AND “21”

(Note: PG&E’s electric Rules “2” and “21” may be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. PG&E’s tariffs, including Rules “2” and “21” can be accessed via the PG&E website at www.pge.com/tariffs. Upon request, PG&E can provide copies to Producer of Rules “2” and “21.”)



*Pacific Gas and
Electric Company®*

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)**

Appendix C

APPENDIX C (If Applicable)

**RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)**



Electric Sample Form No. 79-702

Sheet 1

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned
Generation and/or

Electrical Standby Service -- APPENDIX A - Detail of Special Facilities Charges

**Please Refer to Attached
Sample Form**

DISTRIBUTION
REFERENCES

- ☐ Division
☐ Customer
☐ Customer Billing
☐ Accounting Ops.
☐ Tariff Interpretation

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service*

APPENDIX – A Detail of Special Facilities Charges

Dated: _____

I. Applicability

The application of charges specified herein are pursuant to the provisions of this Agreement between _____ (Applicant) and Pacific Gas and Electric Company (PG&E) and shall be a part thereof and in effect until superseded by mutual written agreement.

II. Initial Charge

- | | |
|---|--------------------------|
| A. Net cost of all Special Facilities | \$ _____ |
| B. <u>Less</u> the cost of "removable and reusable" Special Facilities which are provided, installed and financed by PG&E pursuant to Rule No. 21 | \$(_____) ¹ |
| <hr style="border-top: 3px double #000;"/> | |
| C. ADVANCE equal to PG&E's estimated installed Cost of Special Facilities which are financed by Applicant, including in lieu of cash payment, a credit for that portion of Special Facilities furnished and deeded to PG&E by Applicant (line A + line B) | \$(_____) ¹ |
| D. <u>Less</u> PG&E's estimate of the cost of Special Facilities provided, installed and deeded to PG&E by Applicant (includes costs of design and administration by PG&E) | \$(_____) |
| E. <u>Plus</u> the costs of design, administration and inspection by PG&E of Special Facilities provided, installed and deeded to PG&E by Applicant | \$ _____ |
| F. <u>Plus</u> REARRANGEMENT CHARGE which is equal to PG&E's estimated cost of rearranging existing facilities to accommodate the installation of Special Facilities | \$ _____ |
| G. <u>Plus</u> CIAC Tax if applicable (line C + line E + line F x Applicable CIAC Tax ² of (_____)%) | \$ _____ |
| <hr style="border-top: 3px double #000;"/> | |
| H. Initial Charge (does not include monthly Cost-of-Ownership Charge--see below | \$ _____ |
| <hr style="border-top: 3px double #000;"/> | |

III. Installed Cost of PG&E's Existing Facilities Allocated to Applicant's Use	\$ _____ ¹
--	-----------------------

* This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

¹ Used in calculation of the monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.

² See the Income Tax Component of Contribution Provision in the Electric Preliminary Statement for the current applicable CIAC tax rate.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.



APPENDIX A –

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION ON NONUTILITY-OWNED GENERATION

IV. Monthly COST OF OWNERSHIP CHARGE

Special Facilities Financed By	Application Base	Current Percentage Rate ³	Monthly Charge
A. Applicant	ADVANCE (II.C above equals 1. plus 2. below)		
	1. Cost of Distribution facilities.....\$ _____ Less allowance for Existing facilities.....\$(_____) ⁴ ----- Net amount\$ _____	x _____	= \$ _____/mo.
	2. Cost of Transmission facilities.....\$ _____ Less allowance for Existing facilities.....\$(_____) ⁴ ----- Net amount\$ _____	x _____	= \$ _____/mo.
B. PG&E	“Removable and Reusable” Special Facilities (II.B above equals 3. plus 4. below)		
	3. Distribution facilities.....\$ _____	x _____	= \$ _____/mo.
	4. Transmission facilities.....\$ _____	x _____	= \$ _____/mo.
C. PG&E	Existing Facilities Allocated as Special Facilities (III. above equals 5. plus 6. below)		
	5. Distribution facilities.....\$ _____	x _____	= \$ _____/mo.
	6. Transmission facilities.....\$ _____	x _____	= \$ _____/mo.
D. Monthly COST OF OWNERSHIP CHARGE.....			\$ _____/mo.

V. **EQUIVALENT ONE-TIME CHARGE** (in lieu of monthly COST OF OWNERSHIP CHARGE); check ☐ if applicable
\$ _____/mo. (line IV.D) x 12 mo. x _____ (present worth factor)..... \$ _____

Complete the following section only in conjunction with revision of this Appendix.

This Appendix A supersedes Appendix A dated _____, 20____. The changes hereon are hereby agreed to by both parties on this _____ day of _____, 20____.

³This percentage rate is set forth in PG&E's current electric Rule No. 2 and is subject to change upon authorization by the California Public Utilities Commission.

⁴Where Special Facilities displace PG&E's existing facilities, this allowance assures the exclusion of PG&E's existing ownership costs from Applicant's monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.



Pacific Gas and
Electric Company

APPENDIX A – AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION ON NONUTILITY-OWNED GENERATION

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Company

Authorized by (Print)

Signature

Title

Date

Julia Huang

Authorized by (Print)

Signature

Supervisor, Electric Grid Interconnection

Title

6/21/2022

Date



Electric Sample Form No. 79-280

Sheet 1

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned
Generation and/or
Electrical Standby Service (Electric Rules 2 and 21)

**Please Refer to Attached
Sample Form**



Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service[†] (Electric Rules 2 and 21)

DISTRIBUTION

- ☐ Applicant
- ☐ Division,
- ☐ Const. Accounting
- ☐ Accounting Ops
- ☐ Tariff Interpretation

REFERENCES

QF Log #: _____
GM/WO #: _____
Premises #: _____

At the request of _____, (Applicant),
PACIFIC GAS AND ELECTRIC COMPANY (PG&E) hereby agrees to furnish at Applicant's expense within a reasonable time certain facilities consisting of _____ (Special Facilities). Such Special Facilities are expected to be necessary on or about _____ for the interconnection of Applicant's electric generating plant with PG&E's system and/or PG&E's delivery of electrical standby service to Applicant's premises at _____, County of _____, State of California.

1. This Agreement includes Appendix A, Detail of Special Facilities Charges, which is attached and incorporated herein by reference. Appendix A may be revised or superseded by mutual written agreement and without formal amendment of the remainder of this agreement.
2. Applicant shall pay PG&E, on demand prior to commencement of any work by PG&E, an initial charge equal to the sum of the amounts which are specified in Appendix A.
3. Applicant also shall pay PG&E any applicable monthly rates and charges for service under PG&E's tariff schedules plus an ownership charge, either (a) or (b) below as specified in Appendix A, namely:
 - (a) COST-OF-OWNERSHIP CHARGE representing PG&E's continuing monthly cost of financing (if applicable), owning and maintaining Special Facilities; or
 - (b) An EQUIVALENT ONE-TIME CHARGE which is equal to the present worth of the monthly COST-OF-OWNERSHIP CHARGE in perpetuity. The COST-OF-OWNERSHIP CHARGE shall commence on the date Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date. The EQUIVALENT ONE-TIME CHARGE (if applicable) shall be payable by Applicant to PG&E on demand.
4. The ownership charge set forth in paragraphs 3(a) or 3(b) herein is determined in accordance with the applicable percentage rates established in the Special Facilities section of PG&E's electric Rule 2, copy attached. Should the California Public Utilities Commission (Commission) subsequently authorize higher or lower percentage rates, the monthly COST-OF-OWNERSHIP CHARGE shall automatically increase or decrease without formal amendment to Appendix A as of the effective date of the Commission's authorization.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
 - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon with sufficient legal clearance from all structures now or hereafter erected on Applicant's premises; and
 - (b) the right of ingress and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of Special Facilities.
6. Where formal rights of way or easements are required on or over property of Applicant or the property of others for the installation of Special Facilities, Applicant agrees that PG&E shall obtain them at Applicant's expense, or if Applicant and PG&E agree otherwise, Applicant shall obtain any necessary permanent rights of way or easements, satisfactory to and without cost to PG&E.
7. PG&E shall not be responsible for any delay in completion of the installation of Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or regulatory agency, delay in obtaining necessary rights of way and easements, acts of God, or any other cause or condition beyond the control of PG&E, nor shall PG&E be liable for incidental, indirect, special, punitive, or consequential damages for any such delay. PG&E shall have the right, if for one of the above reasons it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction, hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control. In any event, PG&E's total liability for any delay in the completion of the installation of Special Facilities shall not exceed the amount of Special Facilities Charges paid by Applicant.

[†] Information collected on this form is used in accordance with PG&E's Privacy Policy.
The Privacy Policy is available at pge.com/privacy.



Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

8. In the event that PG&E is prevented from completing the installation of Special Facilities for reasons beyond its control after twelve (12) months following the date of this Agreement, PG&E shall have the right to supersede this Agreement subject to Applicant's election as provided below upon at least thirty (30) days' written notice to Applicant and adjust any amounts paid or required to be paid by Applicant hereunder that may be due based on that portion of the Special Facilities then completed, if any, utilizing the estimated costs developed by PG&E for this Agreement. Such a superseding agreement, if any, shall be in substantially the same form as this agreement, be executed by both parties hereto, and shall provide that costs be allocated to the portion of the Special Facilities then completed, if any, consistent with those costs estimated by PG&E for this agreement. If Applicant elects not to execute a superseding agreement, this agreement shall be terminated and the provisions of paragraph 11 herein shall be applied to that portion of Special Facilities then completed, if any. Applicant also shall reimburse PG&E for any expenses it may have incurred for engineering, surveying, right of way acquisition and other work associated with that portion of Special Facilities not installed.
9. If it becomes necessary for PG&E to alter rearrange or make addition to Special Facilities in order to maintain parallel operation of Applicant's generation or electrical standby service to Applicant's premises, Applicant shall be notified, in writing, of such necessity and shall be given the option to either terminate this Agreement upon thirty (30) days' written notice to PG&E, or to pay to PG&E additional Special Facilities charges consisting of:
 - (a) a facility termination charge for that portion of Special Facilities which is being removed because of alteration, rearrangement or addition to Special Facilities. Such charge to be determined in the same manner as described in paragraph 11 herein; plus,
 - (b) an additional ADVANCE and/or REARRANGEMENT CHARGE, if any for any new Special Facilities which shall be applied in the same manner as prescribed in paragraph 2 herein; plus,
 - (c) a revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE based on the estimated installed costs of all new and remaining Special Facilities. Such revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE shall be applied in the same manner as prescribed in paragraph 3 herein.
10. This Agreement shall become effective when executed by the parties hereto and, except as provided for in paragraphs 8 and 9 herein, shall remain in force until one of the following events occurs:
 - (a) a power purchase, parallel operation, electrical standby service or other form of agreement no longer exists between Applicant and PG&E which would occasion the need for Special Facilities; or
 - (b) the ownership of Special Facilities or any portion thereof is deeded to a public authority; or
 - (c) Applicant fails to pay the monthly COST-OF-OWNERSHIP CHARGE prescribed in the Agreement, if applicable.

Either party shall provide the other at least thirty (30) days' written notice of termination pursuant to this paragraph.
11. Upon termination of the Agreement for any reason:
 - (a) Applicant shall pay to PG&E on written demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost less the estimated salvage value for any Special Facilities which can be removed, all as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the ADVANCE plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE previously paid, if any. If the ADVANCE paid plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE, if any, is greater than the facility termination charge, PG&E shall refund the difference, without interest to Applicant; and
 - (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises; and
 - (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place in anticipation of providing permanent service to customers of PG&E, an equitable adjustment shall be made in the facility termination charge.





Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

12. In the event any of the Special Facilities are used during the term of this Agreement to provide permanent service to customers of PG&E, an adjustment shall be made in accordance with PG&E's electric Rule 21, copy attached.
13. Special Facilities shall at all times be the property of PG&E.
14. As provided in PG&E's electric Rule 14, copy attached, PG&E does not guarantee electrical standby service to be free from outages, interruptions or curtailments and the charges for Special Facilities represent PG&E's cost associated with providing Special Facilities rather than for a guaranteed level of service or reliability.
15. Applicant may, with PG&E's written consent, assign this Agreement if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
16. This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission, and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

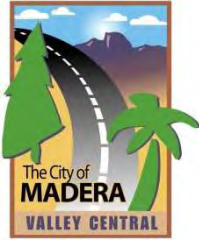
Dated this _____ day of _____, 20_____.

This agreement is effective when accepted and executed by PG&E.

<hr/> <p style="text-align: center;">Customer/Company</p> <hr/> <p style="text-align: center;">Authorized by (Print)</p> <div style="display: flex; align-items: center;"><div style="flex: 1;"></div><div style="flex: 1; text-align: center;">Signature</div></div> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p> <hr/> <p>Mailing Address:</p> <hr/> <hr/> <hr/> <hr/>	<hr/> <p style="text-align: center;">PACIFIC GAS AND ELECTRIC COMPANY</p> <hr/> <p style="text-align: center;">Julia Huang</p> <hr/> <p style="text-align: center;">Authorized by (Print)</p> <div style="display: flex; align-items: center;"><div style="flex: 1;"></div><div style="flex: 1; text-align: center;">Signature</div></div> <hr/> <p style="text-align: center;"><u>Supervisor, Electric Generation Interconnection</u></p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;"><u>6/21/2022</u></p> <hr/> <p style="text-align: center;">Date</p> <hr/>
---	--

Attachments:

Electric Rule 2
Electric Rule 14
Electric Rule 21
Appendix A



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-11

SUBJECT:

Four Easement Deeds for Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

RECOMMENDATION:

Adopt a Resolution Approving Four Agreements for Purchase and Sale of Real Property with the Property Owners and Authorizing the City Clerk to Execute the Certificate of Acceptance and Record the Easement Deeds

SUMMARY:

Right-of-Way (ROW) acquisition from several parcels of land is necessary for the Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761 (Project). Four are presented at this time. The agreements and easement deeds have been executed by the property owners and they are recommended for approval. The value of the land for the acquisition of the four parcels is \$4,998.04. Funds for the ROW acquisition are included in the City's Fiscal Year (FY) 2024/25 Budget for the project.

DISCUSSION:

The scope of the project consists of installation of sidewalk improvements at various locations in the City. The project includes excavation of native soil, roadway excavation, demolition of concrete improvements, installation of curb ramps, curb and gutter, drive approaches, asphalt backpatch to new curb and gutter, tree removal, fence relocation, and adjusting utility boxes to grade. ROW acquisition is necessary from owners of fourteen parcels; four have been approved and executed by the property owners. All 14 parcels require a partial land acquisition to construct City standard curb access ramps and/or sidewalks. For parcel locations see Location Map attached to report.

The land acquisition and improvements from the subject parcels are listed in Table 1.

Table 1: ROW Impacts & Costs		
APN	Area (Square Feet)	Cost
009-073-020	55	\$500
009-020-011	4	\$500
009-042-007	1	\$500
009-041-011	7	\$500

The City follows Caltrans guidelines for minor acquisition takes. Caltrans Local Assistance Procedures Manual indicates that when the City determines that the valuation is uncomplicated and the market value is estimated at \$10,000 or less, based on a review of available data, a formal appraisal report is not required. This is consistent with City Administrative Policy No. AP-48 for waiver of formal appraisals on certain real property and to acquire said parcels by sale or donation where such parcels or portions thereof to be acquired do not have fair market value in excess of \$2,500. Valuations were prepared by City staff, based on a review of available data and recent appraisals of residential property for other City projects.

The formal offer and acquisition information, Purchase and Sale of Real Property Agreement and easement Deeds with a description of the interest in land to be acquired have been presented to all of the property owners.

On October 21, 2021, the City determined that the project is Categorically Exempt under Article 19, Section 15301 (c) of the Guidelines for California Environmental Quality Act (Minor alteration of existing public facilities).

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the ROW and construction costs for this project. The right of way acquisition is funded from the Local Transportation Funds programmed in the FY 2024/25 Capital Improvements Project Budget. Construction will be funded by the Affordable Housing and Sustainable Communities (ASHC) Grant.

ALTERNATIVES:

City Council may choose to reject the ROW acquisition. The rejection of ROW acquisition would result in the inability to install City Standard curb access ramps at the identified corners and therefore our inability to complete the project potentially jeopardizing funds.

ATTACHMENTS:

1. Resolution
Exhibit 1 – Agreements and Deeds

Exhibit A – Agreement (514 Clinton Street, Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit B – Agreement (501 N Schnoor Ave, Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit C – Agreement (1920 Julius Ave, Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit D – Agreement (417 N. Schnoor Ave, Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit 2 - Property Owner List

2. Location Map

Attachment 1

Resolution

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING FOUR AGREEMENTS FOR PURCHASE AND SALE
OF REAL PROPERTY WITH THE PROPERTY OWNERS AND AUTHORIZING
THE CITY CLERK TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND
RECORD THE EASEMENT DEEDS FOR SIDEWALK IMPROVEMENTS AT
VARIOUS LOCATIONS CITY PROJECT R-94 BID PACKAGE 3 PHASE 2 AHSC
AGREEMENT NO. 19-AHSC-12761**

WHEREAS, a project is programmed in the Fiscal Year 2024/25 Capital Improvement Program (CIP) to install sidewalks at various locations and is identified as “Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761” (Project); and

WHEREAS, the Project requires the acquisition of right-of-way from four parcels of land to construct sidewalks and curb access ramps in the Project area; and

WHEREAS, the four property owners of record, listed in Exhibit 2 attached hereto, have offered for sale to the City of Madera the interest in real property necessary for the Project; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in each Agreement for Purchase and Sale of Real Property (Agreement) and attached to each Easement Deed; and

WHEREAS, the purchase price offered for the properties has been established per square foot in accordance with the City’s recent acquisitions for commercial and residential properties; and

WHEREAS, on October 21, 2021, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the four Agreements for Purchase and Sale of Real Property and accepts the Easement Deeds,
3. The four Agreements, copies of which are attached hereto as Exhibit 1 and referred

to for particulars, are approved.

4. The City Clerk is authorized to prepare the Certificate of Acceptance for the Easement Deeds.
5. The Finance Director is authorized to make the payment for the land acquisition in the amounts shown in the attached Exhibit 2.
6. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.
7. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT 1

Agreements and Deeds

Exhibit A – Agreement (514 Clinton Street, Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit B – Agreement (501 N Schnoor Ave, Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit C – Agreement (1920 Julius Ave, Madera, CA 93637)

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Exhibit D – Agreement (417 N. Schnoor Ave, Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

EXHIBIT A

Agreement

(514 Clinton Street, Madera, CA 93637)

OWNERS: Jose & Tassie Alvarado

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 514 Clinton Street APN: 011-031-001
Madera, CA 93638

SITUS: NORTHEAST CORNER OF CLINTON ST AND LAKE ST

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this 11 day of February, 2025.

Jose & Tassie Alvarado, hereinafter referred to as the "Seller", hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the "city", and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 514 Clinton Street, in the City of Madera, County of Madera, State of California, (APN 011-031-001) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed ("Property"). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of Five Hundred Dollars and no Cents (\$500) as just compensation for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

///
///
///
///
///

CITY OF MADERA,
A municipal corporation

By: _____
CeCe Gallegos, Mayor

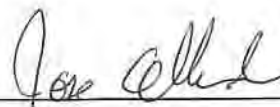
Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:
By: _____
Alicia Gonzales, City Clerk

SELLER

By: 
Jose Alvarado

Date: 2-11-25

By: 
Tassie Alvarado

Date: 2-11-25

(Seller Signature Requires Notary Acknowledgement)

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

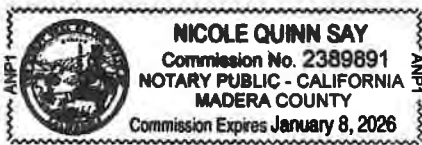
State of California

County of Madera } ss.

On this the 2/11/2025 before me, Nicole Say, Notary Public.
Date Here Insert Name and Title of the Officer

Personally appeared Jose & Tassie Alvarado
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal

Nicole Say
Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document:

Agreement for Purchase & Sale of Real Property

Document Date:

2/11/25

Number of Pages: 3 Pages

Signer(s) Other Than Named Above:

N/A

Capacity(ies) Claimed by Signer(s)

Signers Name: Jose Alvarado

Corporate Officer – Title(s):

☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing: Self

Signers Name: Tassie Alvarado

Corporate Officer – Title(s):

☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing: Self

**EXHIBIT A TO AGREEMENT
EASEMENT DEED**

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 011-031-001

No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **JOSE & TASSIE ALVARADO, ("Grantor")** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA ("**Grantee**") a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, attached hereto and made a part hereof:

GRANTOR

By: Jose Alvarado
Jose Alvarado

Date: 2-11-25

By: Tassie Alvarado
Tassie Alvarado

Date: 2-11-25

EXHIBIT "A"

LAND DESCRIPTION

RIGHT OF WAY DEDICATION

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, in Section 19, Township 11 South, Range 18 East, Mount Diablo Meridian, being a portion of Lot 1 as shown on the map titled Richardson Addition, filed in Book 3 of Maps, Page 34, Madera County Records, more particularly described as follows:

COMMENCING at the northerly corner of Lot 1 of said map;

thence, along the northwesterly line of said Lot 1, South 44°51'50" West, 15.00 feet to a point on the southwesterly line of Document 340, Madera County Official Records, Book 1001, Page 364, said point also being the **POINT OF BEGINNING**;

thence continuing along said northwesterly line, South 44°51'50" West, 8.40 feet;

thence, North 60°36'47" East, 5.00 feet;

thence; North 83°49'50" East, 4.60 feet, to a point on the southeasterly line of said Document 340, said line being 15 feet southwest of and parallel with the northeasterly line of said Lot 1;

thence, along said line, North 44°56'34" West, 4.25 feet, the **POINT OF BEGINNING**;

Containing an area of 13 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

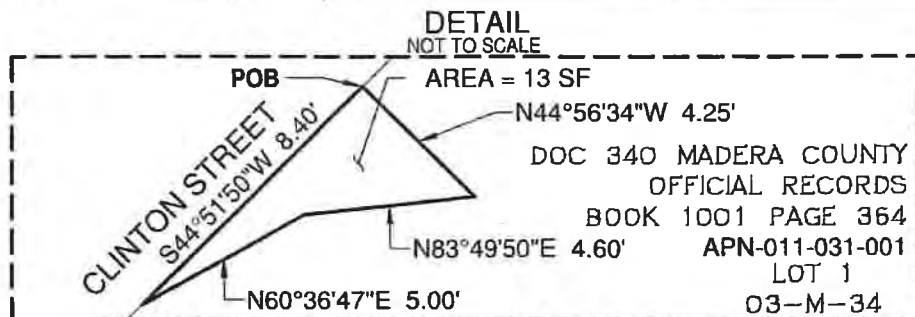
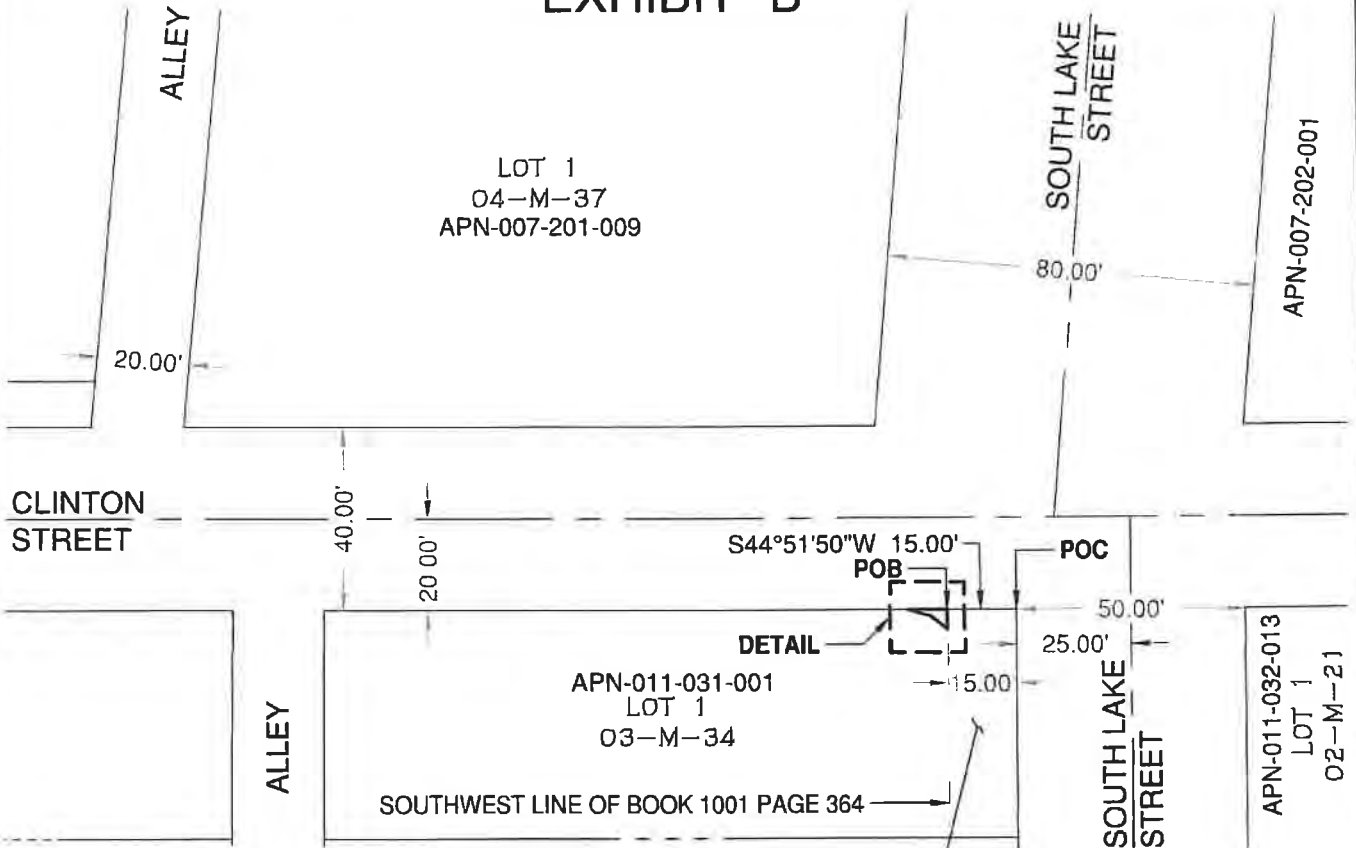
Stephen J. Pyle
Stephen J. Pyle
Professional Land Surveyor
California No. 8385



September 26, 2024
Date

C:\Users\cjohnson\appdata\local\temp\AcPublish_16136\41000-ROW.dwg CDJohnson 15:23:25 09/25/2024

EXHIBIT "B"



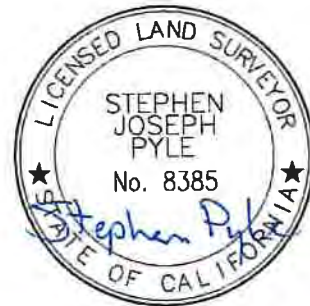
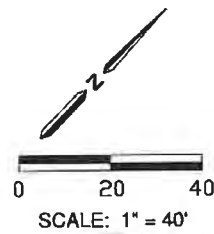
DOC 340 MADERA COUNTY
OFFICIAL RECORDS
BOOK 1001 PAGE 364

SURVEY ABBREVIATIONS

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
SF SQUARE FEET

LEGEND

- ADJACENT PROPERTY
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY
- SUBJECT AREA



2024-09-26

SECTION 19, T11S, R18E



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

EXHIBIT "B" RIGHT OF WAY DEDICATION			
SCALE:	1"=40'	DATE:	2024-09-26
JOB NO.:	41000		
FILE:	41000-ROW.DWG		

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

State of California

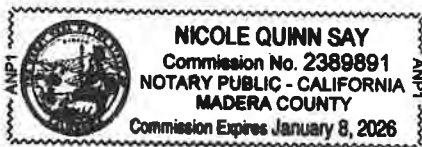
County of Madera

SS.

On this the 2/11/23 before me, Nicole Say, Notary Public,
Date Here Insert Name and Title of the Officer

Personally appeared Jose & Tassie Alvarado
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Nicole Say
Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: Easement Deed, Legal Description, & Surveyors Plat

Document Date: 2/11/23 Number of Pages: 4 Pages

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signers Name: Jose Alvarado
Corporate Officer – Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: Self
Signer is Representing: _____

Signers Name: Tassie Alvarado
Corporate Officer – Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: Self
Signer is Representing: _____

EXHIBIT B

Agreement

(501 N. Schnoor Ave, Madera, CA 93637)

OWNERS: Michael & Molly Badella

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 501 N Schnoor Ave
Madera, CA 93637

APN: 009-020-011

SITUS: NORTHEAST CORNER OF NATIONAL AVE AND SCHNOOR AVE

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this 8 day of January 2025.

Michael & Molly Badella, hereinafter referred to as the "Seller", hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the "city", and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 501 N Schnoor Ave, in the City of Madera, County of Madera, State of California, (APN 009-020-011) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed ("Property"). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of Five Hundred Dollars and no cents (\$500) as just compensation for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

///
///
///
///
///

CITY OF MADERA,
A municipal corporation

By: _____
CeCe Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

SELLER

By: Michael Badella
Michael Badella

Date: 1/8/25

By: Molly Badella
Molly Badella

Date: 1-8-25

(Seller Signature Requires Notary Acknowledgement)

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

State of California

County of Fresno

SS.

On this the 1/8/2025 before me,

Date

Keri J Sartoris Rodriguez, Notary Public

Here Insert Name and Title of the Officer

Personally appeared

Michael Badella & Molly Badella

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal

Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document:

Agreement for Purchase & Sale of Real Property

Document Date:

Number of Pages: 3 Pages

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

<p>Signers Name: _____</p> <p>Corporate Officer – Title(s): _____</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: Signer is Representing: _____</p>	<p>Signers Name: _____</p> <p>Corporate Officer – Title(s): _____</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: Signer is Representing: _____</p>
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**EXHIBIT A TO AGREEMENT
EASEMENT DEED**

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 009-020-011

No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **MICHAEL & MOLLY BADELLA, ("Grantor")** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA ("**Grantee**") a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, attached hereto and made a part hereof:

GRANTOR

By:

Michael Badella
Michael Badella

Date:

1/8/25

By:

Molly Badella
Molly Badella

Date:

1-8-25

EXHIBIT "A"

LAND DESCRIPTION

RIGHT OF WAY DEDICATION

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, Section 23, Township 11 South, Range 17 East, Mount Diablo Meridian, being a portion of Lot 8 of Block 5 as shown on the map titled Map of Accornero Addition, filed in Book 6 of Maps, Page 142, Madera County Records, more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 8;

thence along the west line of said Lot 8, North 00°34'06" West, 2.70 feet;

thence, South 44°53'38" East, 3.79 feet, to a point on the south line of said Lot 8;

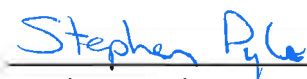
thence along the south line of said Lot 8, South 89°42'54" West, 2.65 feet, to the **POINT OF BEGINNING**;

Containing an area of 4 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.



Stephen J. Pyle
Professional Land Surveyor
California No. 8385

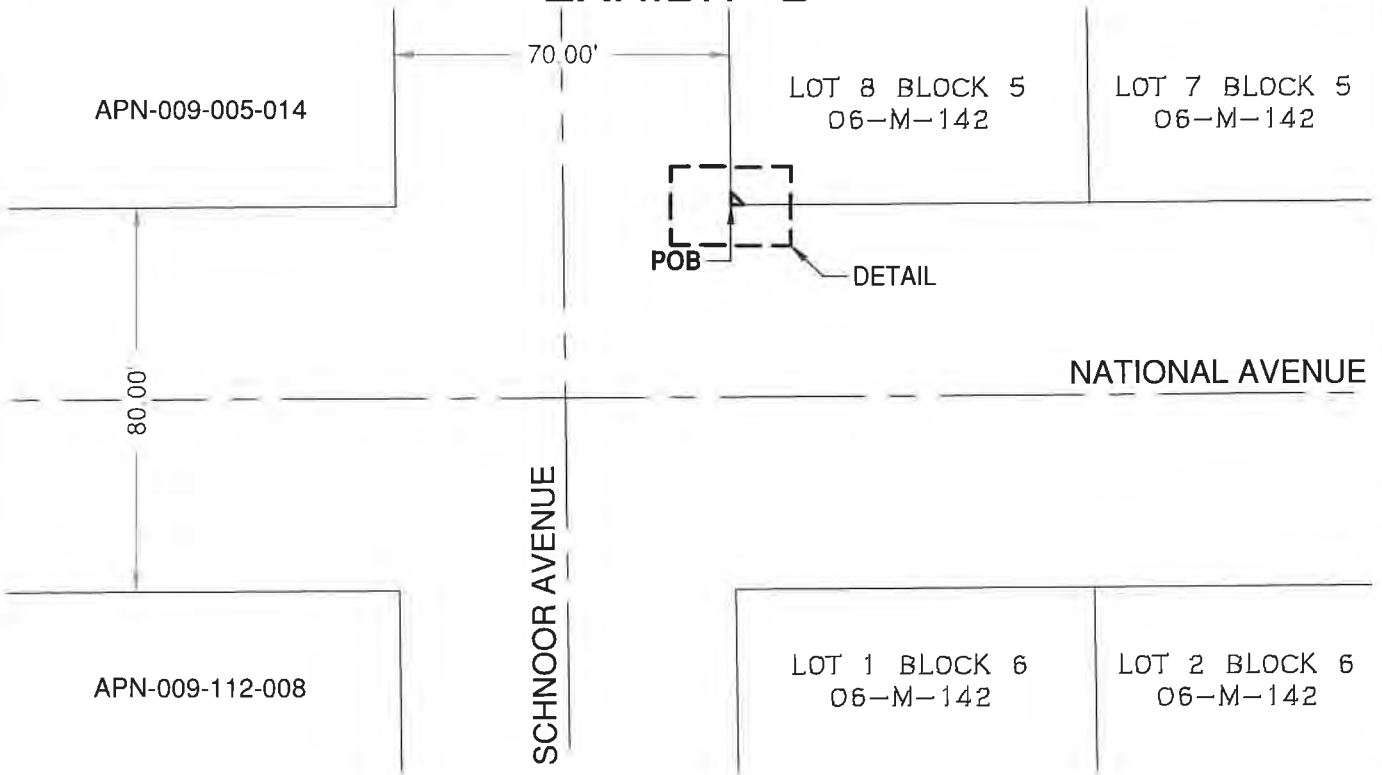


September 26, 2024

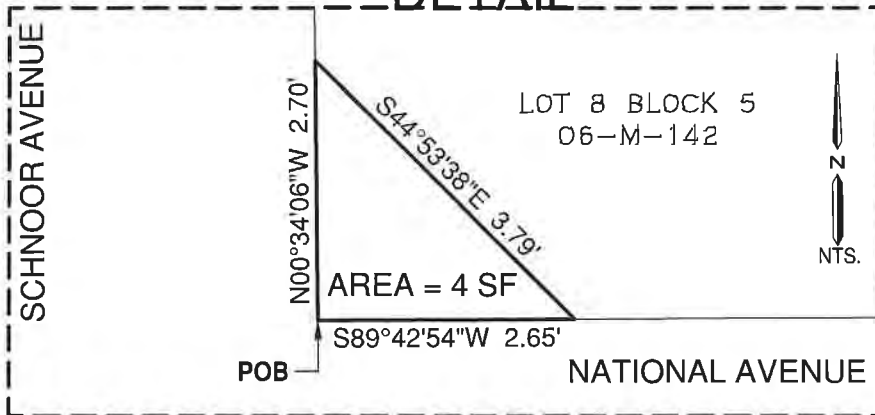
Date

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EXHIBIT "B"



DETAIL

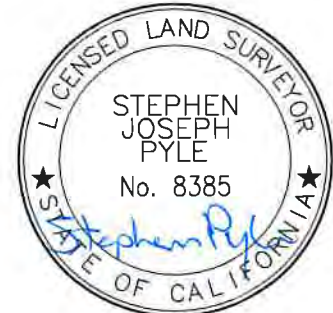
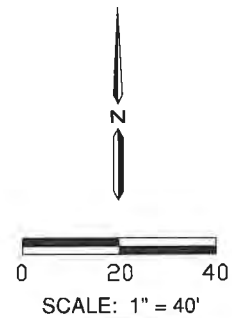


SURVEY ABBREVIATIONS

NTS NOT TO SCALE
POB POINT OF BEGINNING
SF SQUARE FEET

LEGEND

---	ADJACENT PROPERTY
---	CENTER LINE
---	RIGHT OF WAY
---	SUBJECT AREA



2024-09-26

SECTION 23, T11S, R17E



1165 Scenic Drive, Suite A
Modesto, CA 95350

odellengineering.com

EXHIBIT "B" RIGHT OF WAY DEDICATION

SCALE:	1"=40'	DATE:	2024-09-26
JOB NO.:	41000		
FILE:	41000-ROW.DWG		

1
of
1

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

State of California

County of Fresno } ss.

On this the 1/8/2025 before me, Keri J Sartoris Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Michael Badella & Molly Badella
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: Easement Deed, Legal Description, & Surveyors Plat

Document Date: _____ Number of Pages: 4 Pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____	Signers Name: _____
Corporate Officer – Title(s): _____	Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:
Signer is Representing: _____	Signer is Representing: _____

EXHIBIT C

Agreement

(1920 Julius Ave, Madera, CA 93637)

OWNERS: William & Mary Coate

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 1920 Julius Avenue APN: 009-042-007
Madera, CA 93637

SITUS: SCHNOOR AVE BETWEEN JULIUS AVE AND 3RD ST

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this 22 day of January, 2025.

William & Mary Coate, hereinafter referred to as the "Seller", hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the "city", and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 1920 Julius Avenue, in the City of Madera, County of Madera, State of California, (APN 009-042-007) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed ("Property"). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of Five-Hundred Dollars and no cents (\$500) as just compensation for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

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CITY OF MADERA,
A municipal corporation

By: _____
CeCe Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

SELLER

By: William Coate
William Coate

Date: 01-22-25

By: Mary Coate
Mary Coate

Date: 1/22/25

(Seller Signature Requires Notary Acknowledgement)

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

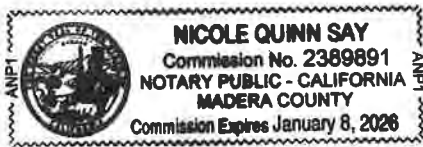
State of California

County of Madera } ss.

On this the 1/22/25 before me, Nicole Say, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Bill & Mary Coate
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Nicole Say
Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document:

Agreement for Purchase & Sale of Real Property

Document Date: 1/22/25 Number of Pages: 3 Pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

<p>Signers Name: <u>Bill Coate</u></p> <p>Corporate Officer – Title(s): _____</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: Signer is Representing: _____</p>	<p>Signers Name: <u>Mary Coate</u></p> <p>Corporate Officer – Title(s): _____</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: Signer is Representing: _____</p>
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**EXHIBIT A TO AGREEMENT
EASEMENT DEED**

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 009-042-007

No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **WILLIAM & MARY COATE, ("Grantor")** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA ("**Grantee**") a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, attached hereto and made a part hereof:

GRANTOR

By:

William Coate

William Coate

Date:

01-22-25

By:

Mary Coate

Mary Coate

Date:

1/22/25

EXHIBIT "A"

LAND DESCRIPTION

RIGHT OF WAY DEDICATION

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, Section 23, Township 11 South, Range 17 East, Mount Diablo Meridian, being a portion of Lot 1 of Block 7 as shown on the map titled Map of Accornero Addition, filed in Book 6 of Maps, Page 142, Madera County Records, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 1;

thence along the north line of said Lot 1, North 89°42'54" East, 2.00 feet;

thence, South 58°40'35" West, 2.33 feet, to a point on the west line of said Lot 1;

thence along the west line of said Lot 1, North 00°34'06" West, 1.20 feet, to the **POINT OF BEGINNING**;

Containing an area of 1 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.



Stephen J. Pyle
Professional Land Surveyor
California No. 8385

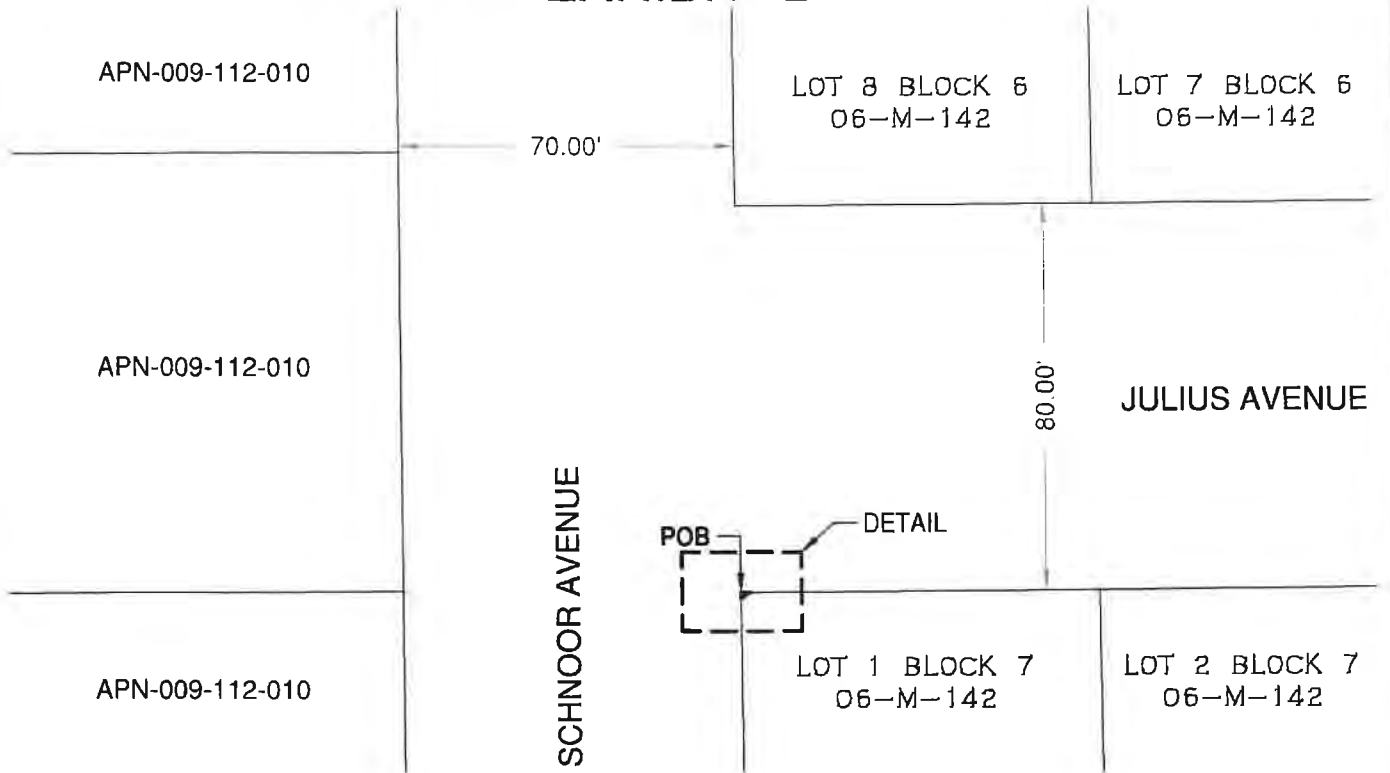


September 26, 2024

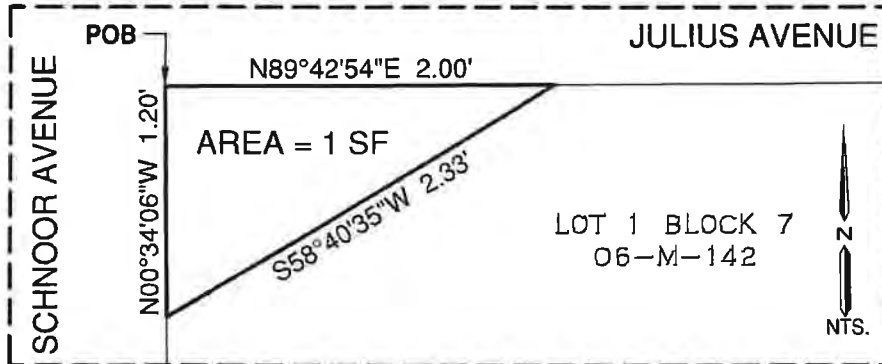
Date

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EXHIBIT "B"



DETAIL

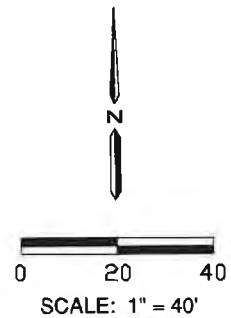


SURVEY ABBREVIATIONS

NTS NOT TO SCALE
POB POINT OF BEGINNING
SF SQUARE FEET

LEGEND

----- ADJACENT PROPERTY
----- CENTER LINE
----- RIGHT OF WAY
----- SUBJECT AREA



2024-09-26

SECTION 23, T11S, R17E



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

EXHIBIT "B" RIGHT OF WAY DEDICATION

SCALE:	1"=40'	DATE:	2024-09-26
JOB NO.:	41000		
FILE:	41000-ROW.DWG		

1
of
1

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

State of California

County of

Madera

SS.

On this the 1/22/25 before me,

Date

Nicole Say, Notary Public

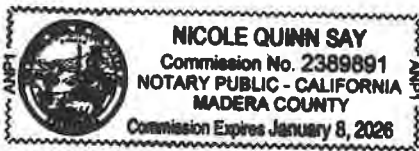
Here Insert Name and Title of the Officer

Personally appeared

Bill & Mary Coate

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Nicole Say

Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: Easement Deed, Legal Description, & Surveyors Plat

Document Date: 1/22/25

Number of Pages: 4 Pages

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signers Name: Bill Coate

Corporate Officer - Title(s):

- ☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer is Representing:

Signers Name: Mary Coate

Corporate Officer - Title(s):

- ☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer is Representing:

EXHIBIT D

Agreement

(417 N. Schnoor Ave, Madera, CA 93637)

OWNERS: Olga Lopez Saracino

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 417 N Schnoor Ave
Madera, CA 93637

APN: 009-041-011

SITUS: SCHNOOR AVE BETWEEN JULIUS AVE AND NATIONAL AVE

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this 2 day of JANUARY, 2025.

Olga Lopez Saracino, hereinafter referred to as the "Seller", hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the "city", and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 417 N Schnoor Ave, in the City of Madera, County of Madera, State of California, (APN 009-041-011) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed ("Property"). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of Five Hundred Dollars and no Cents (\$500) as just compensation for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

///
///
///
///
///

CITY OF MADERA,
A municipal corporation

By: _____
CeCe Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

SELLER

By: _____
Olga Lopez Saracino

Date: 01/21/25

(Seller Signature Requires Notary Acknowledgement)

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

State of California

County of

Madera

SS.

On this the Jan 21, 2025 before me,

Date

Mariah Ashley Brand

Here Insert Name and Title of the Officer

Notary Public

Personally appeared

Olga Lidia Lopez Saracino

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Mariah B

Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document:

Agreement for Purchase & Sale of Real Property

Document Date:

Number of Pages:

3 Pages

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signers Name:

Corporate Officer – Title(s):

☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

Signers Name:

Corporate Officer – Title(s):

☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

**EXHIBIT A TO AGREEMENT
EASEMENT DEED**

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 009-041-011

No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **OLGA LOPEZ SARACINO, ("Grantor")** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA ("**Grantee**") a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, attached hereto and made a part hereof:

By: _____

Olga Lopez Saracino

GRANTOR

Date: _____

01/21/25

EXHIBIT "A"

LAND DESCRIPTION

RIGHT OF WAY DEDICATION

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, in Section 23, Township 11 South, Range 17 East, Mount Diablo Meridian, being a portion of Lot 8 of Block 6 as shown on the map titled Map of Accornero Addition, filed in Book 6 of Maps, Page 142, Madera County Records, more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 8;

thence along the west line of said Lot 8, North 00°34'06" West, 3.65 feet;

thence, South 45°25'32" East, 5.17 feet, to a point on the south line of said Lot 8;


thence along the south line of said Lot 8, South 89°43'02" West, 3.65 feet, to the **POINT OF BEGINNING**;

Containing an area of 7 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

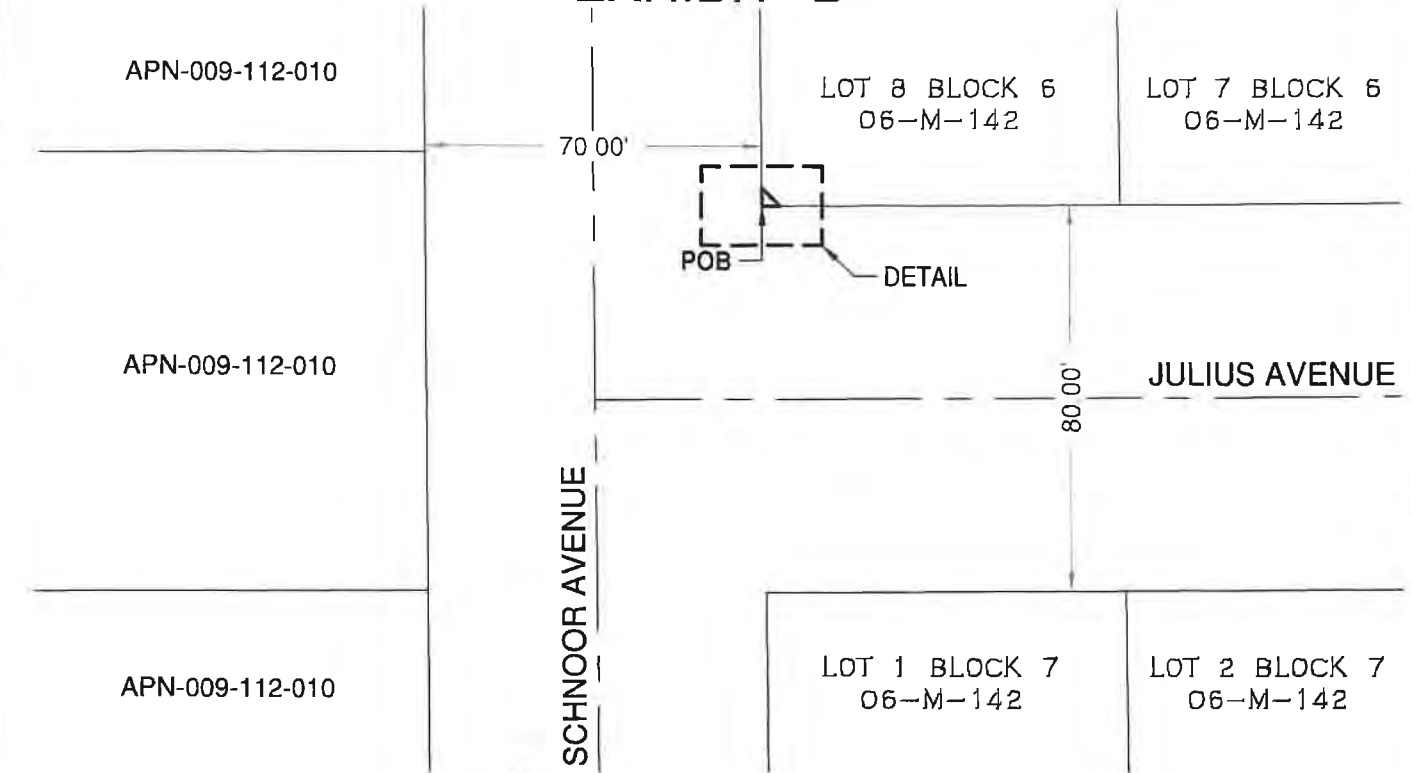

Stephen J. Pyle
Professional Land Surveyor
California No. 8385



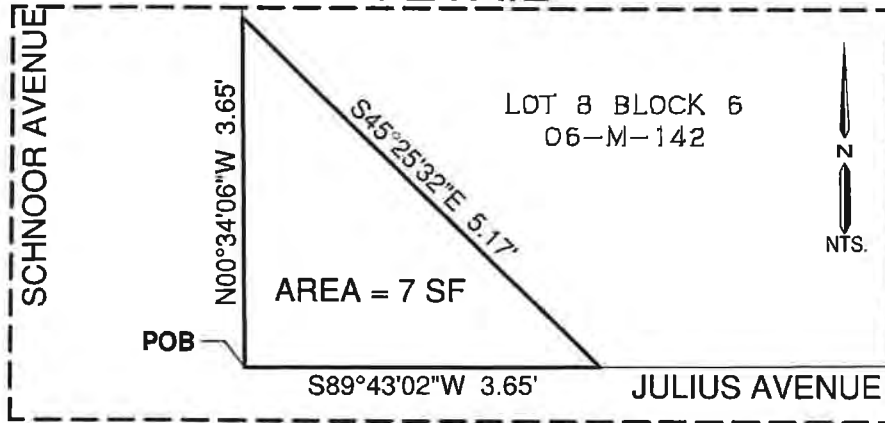
September 26, 2024
Date

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EXHIBIT "B"



DETAIL

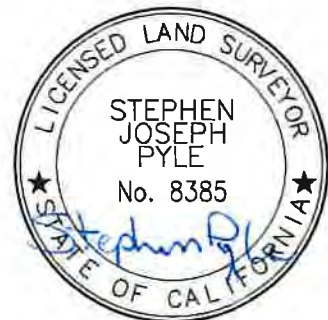
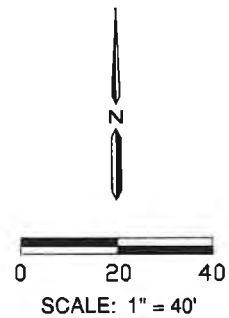


SURVEY ABBREVIATIONS

NTS NOT TO SCALE
POB POINT OF BEGINNING
SF SQUARE FEET

LEGEND

----- ADJACENT PROPERTY
----- CENTER LINE
----- RIGHT OF WAY
----- SUBJECT AREA



2024-09-26

SECTION 23, T11S, R17E



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

EXHIBIT "B" RIGHT OF WAY DEDICATION

SCALE:	1"=40'	DATE:	2024-09-26
JOB NO.:	41000		
FILE:	41000-ROW.DWG		

1
of
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Madera } ss.

On this the Jun 21 2025 before me, Mariah Ashley Brand, ^{Notary Public}
Date Here Insert Name and Title of the Officer

Personally appeared Olga Lidia Lopez Saracino
Name of Signer(s)

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



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

WITNESS my hand and official seal.

Mariah B
Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: Easement Deed, Legal Description, & Surveyors Plat

Document Date: _____ Number of Pages: 4 Pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____	Signers Name: _____
Corporate Officer – Title(s): _____	Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:
Signer is Representing: _____	Signer is Representing: _____

EXHIBIT 2

Property Owners List

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS CITY PROJECT NO. R-94 BID PACKAGE 3
PHASE 2 AHSC AGREEMENT NO. 19-AHSC-12761

APN	PROPERTY OWNER/ADDRESS	AMOUNT
009-073-020	Raul Salazar 415 Amerine Ave Madera, CA 93637	\$500.00
009-020-011	Michael Badella Molly Badella 501 N. Schnoor Ave Madera, CA 93637	\$500.00
009-042-007	William Coate Mary Coate 1920 Julius Ave Madera, CA 93637	\$500.00
009-041-011	Olga Lopez Saracino 417 N. Schnoor Ave Madera, CA 93637	\$500.00


Attachment 2

Location Map

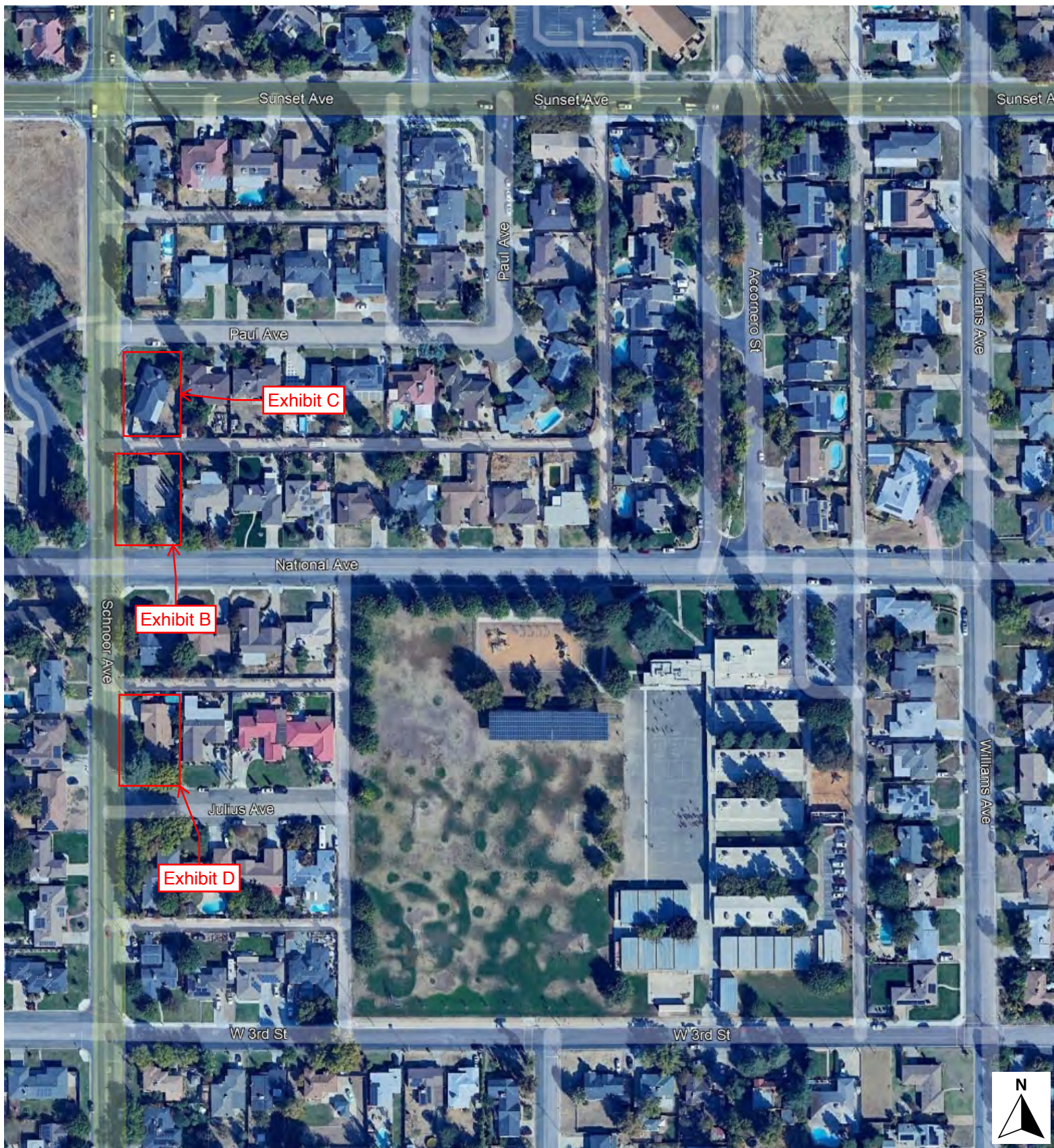
Location Map



LEGEND

-  Affected Properties -
see easement deed for
sketch of actual
easement

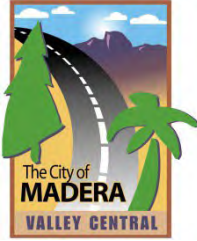
Location Map



LEGEND



Affected Properties -
see easement deed for
sketch of actual
easement



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2025

Agenda Number: B-12

SUBJECT:

2024 Wastewater Treatment Plant Improvements Escrow Agreement for Security in Lieu of Retention

RECOMMENDATION:

Adopt a Resolution approving Escrow Agreement for security in lieu of retention with Gateway Pacific Contractors for the 2024 Wastewater Treatment Plant Improvements Project WWTP 24-01

SUMMARY:

Gateway Pacific Contractors (Contractor) for the 2024 Wastewater Treatment Plant Improvements Project WWTP 24-01 (Project) has exercised the option to request substitution of securities in lieu of withheld retention per section §22300 of the California Public Contract Code. The purpose of retention is to ensure that the contractor properly completes the activities required under the contract.

In this case, the Contractor has requested that the five percent retention withheld from each monthly progress payment be deposited into an escrow account. At the project's close, providing the Contractor satisfactorily performed under the terms of the contract, the funds and any interest earned will be released to the Contractor upon written verification from the City of Madera (City).

DISCUSSION:

On December 4, 2024, the City Council awarded a contract for construction of the Project to the Contractor. Following the award of this contract, the Contractor submitted a Request for Substitution of Securities in the form of an Escrow Agreement as allowable under the form, manner, and subject to the conditions provided in Division 2, Part 5, Section 22300 Paragraph (b)

of the Public Contract Code of the State of California which states,

“Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under contract ...”

Per the Contract, five percent of the money earned with each progress payment will be withheld from the contractor to ensure performance under the contract. Typically, these funds are held by the City until satisfactory completion of the project. These funds are then released, in the form of a check, to the contractor 35 days after filing the Notice of Completion. With approval and execution of the requested Escrow Agreement for Security Deposit In lieu of Retention, the five percent retention will now be deposited with the escrow account at the same time the City issues each progress payment. The City can access these funds in case of default under the contract, and no funds can be released to the Contractor without written consent from the City.

The agreement has been reviewed as to form and complies with Section 22300 of the Public Contract Code.

FINANCIAL IMPACT:

Approval of this escrow agreement will result in a nominal loss of interest income that would typically be earned from the holding retention payments. However, this is authorized per section §22300 of the Public Contract Code, which the City must adhere to.

ALTERNATIVES:

The option for the Contractor to request securities in lieu of withheld retention is allowed per Public Contract Code; as such, Council doesn't have discretion to deny the request. However, Council could not approve the item and provide staff with further direction for consideration.

ATTACHMENTS:

1. Resolution approving Contract
Exhibit A – Agreement

Attachment 1

Resolution

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING ESCROW AGREEMENT FOR SECURITY
DEPOSITS IN LIEU OF RETENTION WITH GATEWAY PACIFIC CONTRACTORS
FOR THE 2024 WASTEWATER TREATMENT PLANT IMPROVEMENTS
PROJECT WWTP 24-01 AND AUTHORIZING THE MAYOR TO EXECUTE
AGREEMENT ON BEHALF OF CITY, IN ADDITION TO AUTHORIZING THE
CITY ENGINEER TO EXECUTE ASSOCIATED PROJECT DOCUMENTS ON
BEHALF OF THE CITY**

WHEREAS, the City of Madera entered into a construction agreement for the 2024 Wastewater Treatment Plant Improvements Project WWTP 24-01 with Gateway Pacific Contractors "Contractor", on December 4, 2024; and

WHEREAS, in accordance with Division 2, Part 5, Section 22300 of the California Public Contract Code the Contractor may, at his request and expense, substitute securities in lieu of withheld retention earnings; and

WHEREAS, the Contractor has requested the City enter into an Escrow Agreement for deposit of the five percent performance retention earnings typically withheld throughout progress on the project as further described in the Escrow Agreement for Security Deposit in Lieu of Retention; and

WHEREAS, the Public Contract Code ensures that the funds are not released to the Contractor until receipt of written verification from the City of Madera, as Owner of the project, of satisfactory completion of the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Escrow Agreement for Security Deposits in Lieu of Retention with Gateway Pacific Contractors, for the 2024 Wastewater Treatment Plant Improvements, Project WWTP 24-01, a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.
3. The Mayor is authorized to execute the agreement on behalf of the City.
4. The City Engineer is authorized to execute associated project documents on behalf of the City.
5. This Resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Agreement

Escrow Agreement for Security Deposits in Lieu of Retention

This escrow agreement is made on January 6, 2025 and entered into by and between:
City of Madera whose address is
428 East Yosemite Avenue Madera, CA 93638 hereinafter called "**Owner**", and
Gateway Pacific Contractors, Inc. whose address is
8055 Freeport Blvd. Sacramento CA 95832 hereinafter called "**Contractor**", and
Umpqua Bank whose address is
2998 Douglas Blvd., Suite 100 Roseville, CA 95661 hereinafter called "**Escrow Agent**".

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for WWTP 24-01 project in the amount of \$ 8,738,195.00 dated 12/05/24 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of City of Madera, and shall designate the Contractor as the beneficial owner.
2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. The Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and the Escrow Agent.
5. The interest earned on the securities or the money market accounts held in Escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

Escrow Agreement for Security Deposits in Lieu of Retention continued...

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to the Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by the Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. The Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold the Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and examples of their respective signatures are as follows:

OWNER

City of Madera

X

Authorized Signer

Print Name: _____

Title: _____

Street Address: 428 East Yosemite Avenue

City, State ZIP: Madera, CA 93638

Email Address: _____

Phone Number: _____

CONTRACTOR

Gateway Pacific Contractors, Inc.

X

Authorized Signer

Print Name: Evan Lundin

Title: President

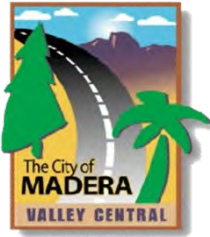
Street Address: 8055 Freeport Blvd.

City, State ZIP: Sacramento CA 95832

Email Address: roitman@gatewaypacific.com

Phone Number: (916) 665-4116

Signatures continue on the next page>>



Madera City Council Meeting
February 19, 2025
Agenda Item: E-1

Select Recipient for the Proclamations in the month of March

Recommendation: Request for Council's Selection of a Recipient for the Proclamation Recognizing Red Cross Month and a Proclamation Recognizing Women's History Month (Report by Alicia Gonzales)

There is no written report for this item.